



The State of Ohio

Bob Taft
Secretary of State

798097

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:

VIENNA ESTATES OWNERS ASSOCIATION

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

Recorded on Roll H135 at Frame 1347 of
the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State at
Columbus, Ohio, this 18TH day of JUNE,
A.D. 1991.



Bob Taft
Bob Taft
Secretary of State

APPROVED
 By... an
 Date... 6-18-91
 Amount... \$25

ARTICLES OF INCORPORATION
 OF
 VIENNA ESTATES OWNERS ASSOCIATION

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. of the Revised Code of Ohio, do hereby certify:

FIRST: The name of said corporation shall be VIENNA ESTATES OWNERS ASSOCIATION.

SECOND: The place in Ohio where the principal office of the corporation is to be located is Miami Township, Montgomery County.

THIRD: This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of Lots and Common Area described as Vienna Estates, a Planned Development, and to promote the health, safety and welfare of the residents or the property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

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

b. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses, incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

c. Acquire (by gift, purchase, or otherwise), 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 the affairs of the Association.

d. Borrow money, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

e. Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members.

f. Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area.

g. Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Ohio by law may now or hereafter have or exercise.

FOURTH: Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Unit and each occupant of a Dwelling Unit which is subject by covenants of record to assessments by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Unit which is subject to assessments by the Association or from occupancy of a Dwelling Unit.

FIFTH: The Association shall have two classes of voting membership.

Class A. Class Members shall be Owners, except the Declarant, of lots upon which is constructed a dwelling unit, and shall be entitled to one vote for each such lot so owned.

Class B. The Class B member shall be the Declarant, and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when Class A is in existence and the total votes outstanding equal or exceed the total votes outstanding in the Class B membership; provided, however, that if at any time or from time to time the Declarant does not plat additional lots as provided in this Declaration so as to maintain Class B membership in existence, due to no fault of its own (either because of governmental or quasi-governmental action or inaction or otherwise), then Class B membership shall not cease, but shall continue in order to allow the Declarant a reasonable time after the impediment has been eliminated to plat additional lots as provided herein.

SIXTH: The affairs of this Association shall be managed by a Board of not less than Three (3) nor more than Seven (7) Trustees who need not be Members of the Association. The names and addresses of the persons who are to act in the capacity of Trustee until the selection of their successors are:

Karl L. Zengel 6366 Sienna Street, Dayton, Ohio 45459

James M. Zengel 6366 Sienna Street, Dayton, Ohio 45459

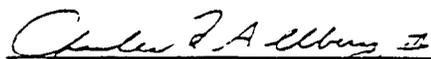
Stephen K. Zengel 6366 Sienna Street, Dayton, Ohio 45459

SEVENTH: The Association may be dissolved with the assent given in writing and signed by not less than Seventy Five percent (75%) of each class of Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

EIGHTH: Amendment of these Articles shall require the assent of 75% of the entire membership.

NINTH: In the event of the dissolution of this corporation, no Member, Trustee, officer or other private person, shall be entitled to any distribution or division of the corporation's remaining assets or the proceeds thereof. Instead, the Board of Trustees shall, after paying or making provision for the payment of all of the liabilities of the corporation, have all the assets dedicated to an appropriate public agency or body to be devoted to purposes as nearly practicable the same as those purposes for which the Association was formed. Such, if any of the assets that are refused acceptance by the public agency or body, shall be disposed of by the Board in its discretion to such organization or organizations similar in purpose to the liquidating corporation.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Ohio, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation, this 24 day of June, 1991.


 CHARLES F. ALLBERY, III

Charles F. Allbery
CHARLES F. ALLBERY

Marlene M. Weiler
MARLENE M. WEILER

ORIGINAL APPOINTMENT OF AGENT

The undersigned, being all the Incorporators of VIENNA ESTATES OWNERS ASSOCIATION hereby appoint Charles F. Allbery, III, a natural person in the county in which the corporation has its principal office, upon whom any process, notice or demand required or permitted by statute to be served upon the corporation, may be served. His complete address is 137 N. Main Street, Suite 900, Dayton, Ohio 45402.

Charles F. Allbery
CHARLES F. ALLBERY

Charles F. Allbery III
CHARLES F. ALLBERY, III

Marlene M. Weiler
MARLENE M. WEILER

Date: June 12, 1991

Dayton, Ohio

VIENNA ESTATES OWNERS ASSOCIATION

Gentlemen:

I hereby accept appointment as agent of your corporation upon whom process, tax notices, and demands may be served.

Charles F. Allbery III
Charles F. Allbery, III

0014864

0014865

0014866

18

VICKI D. FEGG
RECORDER

147.20 P
91 AUG 19 PM 2:5

MONTGOMERY CO. OHIO
RECORDED

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

VIENNA ESTATES

A PLANNED DEVELOPMENT

IN

MIAMI TOWNSHIP, MONTGOMERY COUNTY, OHIO

*For map see -
plt Bk-147 pg 26*

NO TRANSFER NEEDED

91 AUG 12 PM 2:31

A.J. WAGNER
AUDITOR

A.J. WAGNER
AUDITOR
91 AUG 19 PM 2:43
TRANSFERRED

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DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VIENNA ESTATES,
A PLANNED DEVELOPMENT

THIS DECLARATION is made by ZENGEL CONSTRUCTION CO., an Ohio corporation, hereafter referred to as the "Declarant," for the purpose of establishing a plan of development described herein utilizing the provisions of Chapter 711 of the Revised Code of Ohio.

ARTICLE I. Definitions

Section 1. Association. The term "Association" shall mean and refer to Vienna Estates Owners Association, a non-profit corporation, its successors and assigns.

Section 2. Owner. The term "Owner" sometimes called Unit Owner, shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to a Lot, including contract Sellers, but excluding those having an interest as security for the performance of an obligation. Notwithstanding any applicable theory of mortgages, the term shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or other proceedings in lieu of foreclosure.

Section 3. Single Family. One or more persons related by blood, marriage or adoption, or no more than two unrelated persons, living and cooking together as a single house-keeping unit.

Section 4. Guest. A person or persons occupying the unit while an owner is present.

Section 5. Declarant. This term will refer to Zengel Construction Co. and to its successors and assigns, if such successor or assign should acquire more than one undeveloped Parcel from the Declarant for the purpose of development.

Section 6. Properties. This term has reference to the land as may from time to time be subjected to the provisions of this Declaration.

Section 7. Parcels. This term refers to the large lots that are platted from time to time from the Properties to lay out the street system and to establish utility easements that will be necessary or convenient to the residential construction. The term "Parcel" is used herein to distin-

guish it from the term "Lot" as used herein, which refers to a smaller platted lot that contains a Unit.

Section 8. Lot. The term "Lot" herein used has reference to the real estate that will be created when the large lots (Parcels) are divided into smaller platted lots, improved with a Unit, which will be conveyed to the Owner.

Section 9. Building. The term "Building" or "Buildings" shall mean and refer to the group of Units that are attached together in a single building complex. A Building shall contain two or more Units and being attached to other Units side by side.

Section 10. Unit. The term "Unit" refers to each separate living area sometimes referred to as a "Dwelling Unit." A Dwelling Unit will be a single family attached home.

Section 11. Common Area. This term shall mean the remainder and residue of a Parcel that is not platted into Lots. Common Area will include the private roads, parking area, lawn space and open areas that are utilized by more than one Owner. Common Area will be owned by the Association.

Section 12. Limited Common Area. The term Limited Common Area shall refer to those portions of the Common Area assigned by the Declarant or reserved by the Association for special use for a particular Owner or Owners.

Section 13. Common Expense. The term "Common Expense" means those expenses designated as common expenses in this Declaration to be shared by all of the Owners and at times referred to as Assessments.

Section 14. Trustees. The term "Trustees" shall mean and refer to the duly elected Board of Trustees of the Association.

ARTICLE II. Method of Proceeding

Section 1. Properties. The Declarant owns the 7.055 acres described on Exhibit "A", and the 8.342 acres described in Exhibit "B", namely Vienna Estates Section One and Vienna Estates Section Two, respectively, and the Declarant reserves the right and privilege to add any of such land to this plan of development.

Section 2. Initial Plat. The Declarant will initially plat all or part of the Properties into building lots (Parcels), private streets and common area. The Parcels laid

out will be for the Buildings that are planned for each of these building lots.

Section 3. Replat. As soon as the Declarant lays out the Building for each building lot (Parcel), the Declarant may replat the Parcel into lots for the purpose of separating said Dwelling Unit onto a separate lot. The remainder of the Parcel, not platted into a lot containing a Unit, will be platted as a separate lot to create Common Area that will be transferred to the Association.

Section 4. Common Area. The private roads will be Common Area to be owned by the Association and will be transferred to the Association upon their completion.

ARTICLE III. Units and Lots

Section 1. Type of Construction. The Units to be constructed are attached multi-family living Units. The construction style will vary at the discretion of the Declarant, provided always that they will be compatible and complimentary to other Units built.

Section 2. Ownership. Each Owner will own the entire Lot and situate on the Lot will be an entire Unit, including its perimeter walls, roof, foundation and one-half of any interior walls or exterior walls that are common to other Units, the Owner will have the exclusive use and enjoyment thereof as if it was a detached single family home.

Section 3. Design of Lots. The Lots will be so designed that all exterior walls are included within the Lot, that the Lot line will run through the center of any common walls, and so that patio areas, stoops, storage buildings, air conditioning units and pads and the like will be situated on the Lot and be part of the real estate conveyed to an Owner. If garages are attached to the Unit, they will be included within the boundary of the Lot.

Section 4. Size of Lots. A Lot will be as wide as the Unit measured from the outside of any perimeter wall to the center of any common walls. The Lot will be as long as it may be designed to include all appurtenances to the Unit, such as patio area, front porch or stoops and garages. Said Lots being more particularly shown on the record plan of each replatting process.

Section 5. Access. Each Unit shall have a direct access through its Lot and through the Common Area and private streets to a public street or highway, and a non-exclusive easement is created over the Common Areas to provide ingress and egress to each Lot. As part of the Common Area,

the private system will be developed to provide the means of access.

Section 6. Intention. It is the intention of this plan that each Lot shall, for all purposes, constitute real property and shall be deemed real estate within the meaning of all provisions of the Revised Code of Ohio.

Section 7. Encroachment. In the event that by reason of construction, settlement or shifting of the Building or by reason of the partial or total destruction and rebuilding of the Building, any part of the Common Area encroaches or shall hereafter encroach upon any part of a Lot, or any part of a Unit encroaches or shall hereafter encroach upon another Lot or upon the Common Area, or if by reason of the design or construction of any Unit, it shall be necessary or advantageous to use or occupy any portion of another Lot or of the Common Area consisting of unoccupied space, or by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving any other Unit and Lot either presently encroaches or shall hereafter encroach upon any part of a Unit or Lot, valid easements for the maintenance of such encroachment and for the use of such space are hereby established and shall exist for the benefit of each Unit, Lot or Common Areas, as the case may be. Provided, however, in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit for future improvements detrimental to other Owners or to the Common Areas due to the willful conduct of such Owner.

Section 8. Access by Association. The Association shall have the irrevocable right of access to the Lots and Units as follows:

- a) To the exterior of a Unit to utilize any fixtures or equipment that is designed and installed for use by more than one Unit, as an example lighting fixtures, hose bibs, common meters for utilities and to repair, maintain and replace the same.
- b) To the exterior of a Unit to repair, maintain and replace the brick dividing walls in the garden patio areas.
- c) To the exterior of a Unit during reasonable hours and upon prior notice to make any repairs, replacements or improvements to be undertaken by the Association.
- d) To the interior of the Unit only in the event of an emergency that will affect other Units, otherwise only after the Board of Trustees or its representative first determine that entry, repair, etc. are

necessary for the public safety or in order to prevent damage to or destruction of any other part of the Unit or Properties.

ARTICLE IV Common Area

Section 1. Ownership. The Common Area shall be owned by the Association and shall consist of all of the land in each Parcel not platted into a Lot containing a Unit and shall include the private roads. The Declarant shall convey said Common Area to the Association at or about the time the Lots on said Parcel are conveyed to Owners.

Section 2. Enjoyment. Every Owner shall have a right and easement for the use and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot by the way of membership in the Association, subject to the rights of the Association to make reasonable rules and regulations concerning the use of said Common Area. Provided, however, that nothing herein shall limit or restrict the right of the Owner to access, both vehicular and pedestrian, from his Lot or parking area to the nearest public street over such portions of the Common Areas as may be designated as private streets.

Section 3. Use. Except as otherwise provide herein, the Common Area shall be used for sole and exclusive use, benefit and enjoyment of the Owners for the following purposes: streets, sidewalks, footways, parking areas, drives, common areas, utility lines, and like facilities.

ARTICLE V Limited Common Areas

Section 1. Driveways. The initial construction contemplates the construction of garages as part of the Dwelling Unit and be a part of the Lot conveyed to an Owner. The driveways to provide access to the garages will be located in part in the Common Area replatted from a Parcel and may serve only one garage or may be used also by the garage relating to the adjacent Unit. Such driveways, although part of the Common Area, will be considered to be Limited Common Area in that the use of such drives are limited and restricted to the Owners of the Units served by such drives.

- a) The normal maintenance and repair of such driveways will be the obligation of the Association. If an Owner, by his negligence causes damage to the driveway, the Association may require the Owner to reimburse any disproportionate expense due to his neglect.

- b) The Owners agree not to block or restrict the use of any joint driveway to impede the use by the adjoining Owner. The Association shall have the right to regulate the use of the driveways in order to protect the Owner's right of use.

Section 2. Other Assigned Uses. The Declarant or the Association may assign other parts of the Common Area as Limited Common Area should this be necessary to preserve or protect an Owner's need to use such area.

ARTICLE VI. Property Rights

Section 1. Restrictions as to Uses. The Association, in addition to the rights to make other reasonable regulations concerning the Common Area, may subject the Common Area to the following provisions:

- a) The right of the Association to restrict parking and other uses of the drives, private roadways and parking areas.
- b) The right of the Association to control the uses of the Common Area, to make rules and regulations concerning said uses and to generally regulate the Common Areas for the benefit of all of the Owners.
- c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes provided such agency, authority, or utility will accept dedication or transfer and subject to such conditions as may be agreed to by the Members.
- d) The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Areas. The Association shall not borrow money except by resolution approved by sixty-six and two-thirds percent (66-2/3%) of the total number of votes held by Class A members and the approval by the Class B member, if such member should exist.
- e) The right of the Association to enforce and from time to time amend reasonable rules and regulations pertaining to the use of the Common Areas. Provided, however, nothing herein shall be deemed to give the right to the Association to suspend any Owner's right of ingress or egress across the Common Area to his Unit.

Section 2. Easements for Utilities. The easements to generally serve the requirements of the Properties will be created and shown on the platting process to create the Parcels and the replatting process to create the Lots. However, the Association may grant such additional easements as may from time to time be required for full use and benefit of the Lot Owners or the Association.

Section 3. Easements for General Welfare. As to the Common Area, there is hereby granted a valid easement to the local political authorities, but not to the public in general, to enter upon said Common Area for the purpose of maintaining and providing for the safety, welfare, police protection, fire protection to the Units and for the benefit of all persons using the same, the Owners and the Association.

Section 4. Future Easements. Declarant hereby reserves to itself the right and easement to install, lay, maintain, repair and replace water mains, pipes, sewer lines, gas mains, telephone wires and equipment and television electrical conduits and wire over, under, and along any portion of the Common Areas, provided that it shall be a condition precedent to the use and enjoyment of any such easement that the Declarant shall restore the Common Areas to the same condition as existed just prior to the installation of any such utility improvements.

ARTICLE VII. Protective Covenants and Restrictions

Section 1. Use. Each Lot or Unit shall be used for residential purposes only, except that the Declarant may use the same for construction and sales purposes during the building and initial sales period.

Section 2. Hotel and Transient Uses. No Unit or any part thereof shall be rented or used for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days, or (b) any rental if the occupants of a Unit are provided customary hotel or boarding house services, such as room service for food and beverages, maid service, the furnishing of laundry and linen service, meals, busboy service and other like services.

Section 3. Architectural Control. No exterior additions or alterations of any Unit situated on any Lot, nor changes in the colors of the exterior portions of the Unit nor changes in fences, hedges, walls or other structures and appurtenances to the Units shall be commenced, erected or maintained unless and until the construction, plans and specifications are approved by the Trustees of the Association or by an Architectural Committee appointed by said Trustees. It

is understood that any building additions or modifications, including patio or room additions, that may be approved by the Architectural Committee must also meet the applicable zoning restrictions of the Township of Miami and conform to the set backs, minimum distances between buildings, and lot lines required by the applicable zoning and subdivision regulations.

Section 4. Prohibited Parking. The parking of campers, trailers, boats, mobile homes and the like are prohibited on any Lot or on the Common Area, unless the Association designates a specific area therefor on the Common Area.

Section 5. Building on Easements. Within the easements for the installation and maintenance of utilities and drainage facilities, no structure, planting or other materials shall be placed or permitted to remain which will damage or interfere with the installation and maintenance of the utilities, or which may change the flow of drainage channels, or which may obstruct or retard the flow of surface water from its proper course or flow.

Section 6. Nuisances. No noxious or offensive activity shall be permitted on any Lot, Unit or Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Nothing shall be done that will create any waste, that will increase the costs of insurance or result in the cancellation of insurance on the Units or Common Area.

Section 7. Temporary Structures. No structures of a temporary character, tents, garages, barns or outbuildings shall be permitted on any lot. No structures of any kind shall be erected on the Common Area unless placed or erected by the Declarant or upon the approval of the Board of Trustees or the Architectural Committee of the Association.

Section 8. Signs. No sign of any kind shall be displayed to the public view on the Properties, except (a) on the Common Area, signs regarding and regulating the use of the Common Area that are erected by the Association, (b) on a Lot, except one sign of no more than five (5) square feet advertising the property for sale or lease; (c) signs used by the Declarant for the advertisement of the property during the construction and initial sales period. Signs may be erected for traffic control on the private streets.

Section 9. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or Common Area, except dogs, cats and other usual household pets, provided that they are not kept, bred or maintained for any commercial purposes. No animal shall

be permitted to run loose on or become a nuisance to any other Owner. The Owner shall be responsible for the droppings of his pet(s). The Association may regulate and control the use of the Common Area by such household pets as from time to time it deems necessary.

Section 10. Garbage and Refuse Disposal. No Lot nor any part of the Common Area, shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers on the Lots or in dumpsters if provided by the Association or Miami Township. Following collection at the curb, it shall be the responsibility of the Owner to promptly return to his Unit and place the container out of sight.

Section 11. Water and Sewer. No private water supply systems or sewage disposal systems shall be permitted on any Lot or Common Area.

Section 12. Exterior Appearance. No clothes, sheets, blankets, laundry or other articles shall be hung out or exposed from any Unit or in the Common Area, and the Lot and Common Area shall be kept free and clear of rubbish, debris and other unsightly material. Nothing shall be hung or displayed on the outside wall of any Unit and no awning, canopy, shade, window guard, ventilator, fan, air-conditioning device, radio or television antenna may be affixed to or placed upon the exterior walls or roof or any part thereof without the consent of the Architectural Committee. A laundry hanging device shall be permitted on a Lot in the area of the patio, but articles shall not be left outdoors overnight or on Saturdays and/or Sundays; when not in use this device shall be stored out of sight. Unless otherwise determined by the Association, all windows will have curtains of neutral shade or drapes with white lining, or compatible with the building exterior color.

Section 13. Common Area. Except as otherwise provided herein, the Common Area shall be used for the sole and exclusive use, benefit and enjoyment of the Owners. The Trustees of the Association may establish and enforce reasonable rules and regulations as to the use of all Common Area and the same, as promulgated from time to time, shall be enforceable in the same manner and to the same extent as if originally part of this Declaration.

Section 14. Patio Areas. The patio area enclosed by brick walls adjacent to a dwelling unit shall be for the sole use of the owner of such unit. The owner shall be responsible for the maintenance and upkeep of such area and shall not permit any object or color to be open to view which would detract from the appearance of Vienna Estates. If patio furniture and umbrellas are open to view from the patio area,

the color selected shall complement and blend with the colors of the exterior building. The Association shall be responsible for repair or reconstruction of the patio brick walls and/or brick dividing walls.

ARTICLE VIII. Maintenance, Repair and Replacement

Section 1. Exterior Maintenance. In addition to the maintenance of the Common area, the Association shall provide the normal exterior maintenance for each unit as follows: painting, repair, replacement and care for roofs, gutters, downspouts, garage doors, entrance doors, exterior building surfaces and other exterior improvements, but maintenance shall not include glass surfaces.

Section 2. Maintenance Schedule. The Association shall adopt a maintenance schedule that will permit the Units to be maintained in a good state of repair and upkeep, and will budget the funds necessary to provide such services, including an adequate reserve for replacements.

Section 3. Interior Maintenance. All repairs, maintenance and replacement to the interior of the Unit shall be the sole responsibility of the Owner of the Unit, and shall include the repair and replacement of all glass surfaces. The Owner shall be responsible for the cost of the maintenance, repair and replacement of the heat and air conditioning facilities serving the Unit.

Section 4. Negligence. In the event that the need for maintenance or repair is caused through the negligent or willful act of the Owner, the owner's family, or guest, the cost of such repairs or replacements as related to the willful neglect or negligence shall be born by the Owner over and above the assessments levied as part of the Common Expense to cover the routine maintenance of the exterior of the Units.

Section 5. Changes. An Owner will make no changes to any structural members of the Building, even if within the interior of the Building. An Owner will make no changes to the exterior of the Unit or will not make any additions, alterations or changes unless and until the Owner has the approval of the Board of Trustees or the Architectural Committee of the Association, and the approval by the building and zoning authorities of the Township of Miami, if such approval be necessary.

- a) The Board of Trustees or the Architectural Committee may require the Owner to supply plans and specifications for the proposed improvements showing the nature, kind, shape, height, material, and location of the proposed

work, it being understood that the workmanship, material, and design must be in harmony with the rest of the building in the development.

- b) The Owner shall make arrangements to pay the costs for all such changes that are approved, and to see that the work is performed expeditiously in good workmanship manner.

Section 6. Common Area. The Association shall assume all responsibility for the maintenance and repair of the Common Area, including maintenance and repair of sanitary sewer and water laterals within the Common Area, and the cost thereof shall be a Common Expense.

Section 7. Services. The Association shall make provision for the care of the lawns and other landscaping, driveways, walks, snow removal, and other maintenance responsibilities of such nature for the Lots as well as the Common Area. The Association will have the right to enforce the Maintenance Easements established to assist in the control of the costs for such services to these areas.

Section 8. Managing Agent. The Association by its Trustees may delegate all or any portion of its authority to discharge its maintenance and repair responsibilities to one or more independent contractors or to a managing agent. Such delegation shall be evidenced by a management contract for a term not to exceed three (3) years in duration, which shall provide for the payment of reasonable compensation to such managing agent as a common expense. Upon the expiration of the initial term of any such management contract, the Trustees may renew such contract from time to time for successive periods, no one of which shall exceed three (3) years in duration or enter into a new contract for a like period. The Declarant, after the filing of this Declaration, may enter into the contract with the managing agent on behalf of the Association for the initial term of three (3) years. Such agreements shall provide for termination without cause and without payment of a termination fee on ninety (90) days notice.

ARTICLE IX. Party Walls and Fence

Section 1. General Rules of Law to Apply. Each wall and fence which is built as part of the original construction of the Units on the Properties and common to any other Unit or Lot shall be considered a party wall or party fence. Each Owner shall own so much thereof as stands upon his land, subject to the easement of the other, and has a right to use that wall for any purpose not inconsistent with its use as a party wall.

Section 2. Sharing of Repair and Maintenance.

The cost of reasonable repair and maintenance of a party wall or fence shall be a common expense. The work and materials for such repair and maintenance shall be contracted by the Association.

Section 3. Destruction by Fire or Other Casualty.

If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. Unless otherwise agreed by Owners of all Living Units in a structure damaged or destroyed by fire or other casualty, such structure shall be rebuilt and all proceeds of insurance available therefor shall be made available to restore the structure.

Section 4. Weatherproofing. If necessary, the Association will weatherproof and otherwise maintain any party walls or fences, or brick dividing walls, in good order and repair.

Section 5. Runs With the Land. The party wall rights shall be appurtenant to the land of each Owner and shall pass to such Owner's successor in title subject also to the easement of such other using Owner.

Section 6. Arbitration. The Board of Trustees of the Association shall act as Arbitrators over any disputes concerning party walls, brick dividing walls or fences and it shall decide as to requirements or maintenance, repair, replacement and proration of cost amount the benefiting Owners, including whether or not any amounts expended by the Association for the repair, etc. of the common walls or fences should be recovered from any of the Owners thereof. The Board will also act as the arbitrator over any disputes that arise concerning the use and repair of driveways.

Section 7. Right of Entry. For purposes of making inspections and repairs under this Article, an Owner, his agents or contractors shall have the right to enter upon the premises of the other Owners of a party wall upon the giving of notice.

ARTICLE X. Insurance.

Section 1. Carried by Association. The Association, will carry fire and extended coverage, vandalism and malicious mischief liability insurance and workers' com-

pensation insurance, if applicable, on the Units, Lots, structures or other improvements now or at any time hereafter constituting a part of the Properties and the costs thereof shall be a Common Expense.

Section 2. Fire and Extended Coverage. The Association shall contract for the insurance on the Units and other improvements on the Lots and Common Area for insurance against fire and other perils covered by a standard extended coverage endorsement in an amount equal to the maximum insurance replacement value excluding foundation and excavation costs. Such coverage shall also include interior walls within any Unit and the pipes, wires, conduits and ducts contained therein and further include all fixtures, equipment and trim within a Unit which were furnished with the Unit as standard items, even if some of the standard items may be considered appliances.

- a) Such policy of insurance shall provide for the issuance of certificates of insurance to mortgagees of Units and to provide at least ten (10) days notice prior to any cancellation of insurance.
- b) Any mortgagee may to remedy any lack of insurance, but shall not be required to, advance premiums to keep the insurance in effect or obtain new insurance policies in place thereof, and the amount so advanced shall be a Common Expense due immediately from the Association and a special assessment against all Unit Owners.
- c) The insurance policies shall provide for the release by the insurer thereof of any and all rights of subrogation, assignment or other rights of recovery against any Unit Owner, his family, tenants and all other persons lawfully in possession, for recovery against any one of them for any loss occurring to the Units, Lots or Properties from any of the perils insured against by such insurance coverage.
- d) Proceeds of all insurance policies owned by the Association shall be paid to the Association, and shall be held in a separate account and in trust for the purposes of repair or construction as provided herein, for the benefit of the Unit Owners and their mortgagees, as their interests may appear.
- e) An Owner shall not purchase an individual fire and extended coverage insurance policy on his

Unit and Lot as real property. If irrespective of this prohibition, an Owner purchases an individual policy insuring real property, said Owner shall be responsible to the Association for loss or expense that the policy may cause in adjusting the Association's insurance, and such amount of loss shall be a special lien on his Lot.

- f) Such insurance may have a reasonable deductible as determined by the Board of Trustees and such deductible shall be considered a Common Expense of the Association.
- g) Each Owner at the time of acquisition may be required to pay to the Association a lump sum, not to exceed one (1) year, that will pay the prorata share of the existing insurance coverage, it being understood that the payment of Common Expenses includes only future insurance premiums.

Section 3. Liability Insurance. The Association, as a Common Expense, shall insure itself, the Board of Trustees, all Unit Owners and members of their respective families and other persons residing with them in the Unit, their tenants, and all persons lawfully in possession or control of any part of the Properties, against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from the Common Areas. Such insurance to afford protection to a limit of not less than \$300,000.00 in respect to bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than \$500,000.00 in respect to any one occurrence and to the limit of not less than \$25,000.00 in respect to damage to or destruction of property arising out of any one accident.

Section 4. Association to Act. Each Owner does hereby appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and, if applicable, worker's compensation insurance pertinent to the Properties, the Unit and Lot with such insurer as may from time to time provide insurance. With out limitation to the generality of the foregoing, the Association as said attorney-in-fact shall have full power and authority to purchase and maintain such insurance, to collect proceeds and to distribute the same, to execute release of liability and to execute all documents and do all things on behalf of the Unit Owners as shall be necessary or convenient in dealing with any insurance purchased by the Association.

Section 5. Perils Not Insured Against. The insurance provided for herein shall not insure personal property of anyone located within a Living Unit and shall not insure against liability for personal injury or property damage arising out of or relating to ownership or occupancy of Living Units. It shall be the responsibility of the Owner of each Living Unit to obtain insurance coverage at his own expense for his personal liability for occurrences within and about said Living Unit or upon his property and also for protection of his personal property from perils insured against in standard fire and extended coverage insurance policies.

ARTICLE XI. Reconstruction or Repair.

Section 1. Procedure for Reconstruction or Repair. Immediately after a casualty causing damage to any portion of the Properties, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for bonds, permits, licenses, etc. The insurance proceeds and the sums deposited from collections of special assessments, shall constitute a construction fund which shall be disbursed to the payment of the cost of reconstruction and repair from time to time as the work progresses. Any remaining moneys after the repairs, restoration or reconstruction shall be paid to the Association.

Section 2. Insufficient Insurance. In the event that the insurance proceeds shall not be sufficient to pay the costs of repair or restoration or reconstruction, such cost in excess of the insurance proceeds shall be a Common Expense, and a Special Assessment shall be adopted should the same be required in order to provide the necessary funds.

ARTICLE XII. Real Estate Taxes

Section 1. Owner. The Owner of each Lot shall pay the real estate taxes and assessments that are from time to time levied against his individual Lot.

Section 2. Association. The Association shall be responsible for the payment of all taxes and assessments, if any, that are from time to time levied against the Common Areas.

ARTICLE XIII. Association

Section 1. Formation. In order to carry into effect the purposes of this Declaration and to own the Common Area of the Properties, a nonprofit corporation, Vienna

Estates Owners Association, has been formed under and pursuant to the nonprofit corporation act of Ohio.

Section 2. Membership. Each Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership. Upon the sale or other disposition of a Lot that vests title in a new Owner, the new Owner shall automatically become a member of the Association and the Seller shall cease to be a member, unless he owns other Lots in the Properties.

Section 3. Membership Classes and Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, except the Declarant, of lots upon which is constructed a Living Unit, and shall be entitled to one (1) vote for each such lot so owned.

Class B. The Class B member shall be the Declarant, and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when Class A is in existence and the total votes outstanding equal or exceed the total votes outstanding in the Class B membership; provided, however, that if at any time or from time to time the Declarant does not plat additional lots as provided in this Declaration so as to maintain Class B membership in existence, due to no fault of its own (either because of governmental or quasi-governmental action or inaction or otherwise), then Class B membership shall not cease, but shall continue in order to allow the Declarant a reasonable time after the impediment has been eliminated to plat additional lots as provided herein.

Section 4. Joint Owners or Occupants. When more than one person holds an interest in any Lot, all such persons shall be members of the Association; provided, however, that Owners' vote shall be exercised as all such persons among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot not owned by Declarant.

Section 5. Election of Board. The Declarant, as long as Class B membership exists, shall have the right to elect or appoint a majority of the Board of Trustees of the Association, which Board shall consist of a maximum of seven (7) persons. In the event that there shall be a vacancy in the office of any Board member appointed by the Declarant, at any time, then the provisions of the By-Laws to the con-

trary notwithstanding, the successor or substitute Board member shall be appointed or elected by the Declarant. During such time as the Declarant shall have the right to appoint or elect the majority of said Board, the Declarant shall not vote its memberships in the election of the balance of the Board, to wit, the minority thereof. Said minority of the Board shall be elected by the members exclusive of the Declarant. The Declarant's presence shall, however, be included for the purpose of determining a quorum at any meeting of the members at which the election of Board members take place. The Declarant shall, at the annual meeting of members, advise the Chairman of the annual meeting of the persons whom it desires to have appointed or elected Board members, not exceeding a majority of the whole Board of Trustees, and such persons shall be deemed elected Board Trustees of the Association. The Board members appointed or elected by the Declarant hereunder need not be members of the Association, provisions of the By-Laws of the Association to the contrary notwithstanding, and need not be officer or Directors of the Declarant.

ARTICLE XIV. Common Expenses

Section 1. Binding. Each Owner by the acceptance of a deed to a Lot, for himself, his heirs, administrators, executors, personal representatives, successors and assigns, whether or not it shall be expressed in such deed, covenants and agrees to pay the assessments that are levied from time to time to pay his allocated share of the Common Expenses provided for herein and as levied by the Association.

Section 2. Payment. The Declarant commencing on the first day of the month following the sale of the first Unit will pay to the Association, its allocated monthly assessment for each Lot it owns that is subject to this Declaration that contains a completed Unit and until it sells same and the assessment is assumed by the new Owner. Conversely, the assessment for Common Expenses will not accrue for any of the Properties until and unless a Unit is constructed and until the Unit is separated onto a Lot. The Association will assume no expense or responsibility for a Parcel or Lot until a Unit thereon is liable for assessments.

- a) Commencing on the first day of the month after acceptance of his deed, each Owner will pay 1/12th of the then current annual assessment charges that are due the Association. The previous Owner will be responsible for such charges until that date.
- b) As any Units are completed and offered for sale, the assessments for such Unit shall commence on the first day of the month after said Units are platted

into separate Lots. This provision contemplates the construction of additional Units and the separation of the Units thereon to separate Lots by the replatting of Parcels as construction proceeds during the development.

- c) The Grantor or Grantee, upon the payment of a reasonable fee, will be entitled to a statement from the Trustees or their agent setting forth the amount of the unpaid assessments due from Grantor's Lot as of a specified date and the Grantee shall not be liable for any assessments of the Grantor in excess of that amount set forth as of the date specified.
- d) The Trustees of the Association may impose a late charge for any assessments not paid within five (5) days after they are due.

Section 3. Pro-Rata Share. Each Owner of a Unit will pay a prorata share of the Common Expenses stated as a par value which is computed in the proportion that the anticipated maintenance expense is for each type Unit, as the center Units have no side wall exposure and will usually have less square footage and yard area. The End Units shall have a par value of 1.0; the Two Story Center Units shall have a par value of 0.9; the One Story Center Units shall have a par value of 0.8. The pro-rata share will be computed by dividing the par value of a Unit by the aggregate par value of all Units at the time of filing the Declaration and which are added from time to time by Declarant. As additional Units are added the pro rata share of Common Expenses will be re-computed to include all of the Units then under the plan of development. Since the Units added will be comparable to the existing Units the par value will remain constant for each unit type with each Unit Owner having a fractional interest as each Unit compares to the total after any amendment. Such Common Expenses will include the cost for the exterior maintenance of the Units, the cost of insurance for the Units and Common Area, real estate taxes for the Common Area, the cost of maintaining the Common Area, administration of the Association, such services provided for by the Association and any management fees that are due under any management contract entered into by the Association, being all costs necessary to properly maintain the Units and the Common Area and the Association. In addition, the Owner may be required to pay an amount equal to a prorata share of the prepaid insurance coverage that relates to his Unit and to prepay not more than two (2) months of the Common Expense charges.

Section 4. Preparation of Budget. The Association shall on or before December 1st of each year, prepare an estimate of the total amounts that will be necessary to pay the

Common Expenses for the ensuing calendar year and shall forthwith supply each Unit Owner a copy thereof and his estimated share of Common Expense.

a) The budget prepared shall take into consideration the projected addition of Lots to this plan; necessity of setting up a reserve for repair and replacement of the Common Areas and other matters that could affect the Common Expenses of the Properties.

b) Provided, however, the failure to prepare a budget shall not be a waiver or release of the obligation of each Owner to pay his pro-rata share of the Common Expenses.

Section 5. Review and Adjustment. In June of each year and more often as necessary, the Association shall review the budget and shall make adjustments to the Assessments for Common Expenses to the actual expenses incurred or projected for the balance of the calendar year and the amount of the individual assessment for the Common Expense, if necessary, shall be adjusted. Any amounts paid by an Owner in excess of his pro-rata share shall be credited against the next assessment due for Common Expense. It is initially believed that the services provided by the Association and the Common Expenses required will be of substantially equal benefit to the Unit Owners so that the costs will be prorated equally among the Units irrespective that there may be some variances in the size of the Units and the sales price of the Units. Provided, however, should it be determined that because of size, because of architectural style or construction that some Units generate more Common Expense than others, adjustments shall be made in the allocation of Common Expenses to fairly apportion this expense.

Section 6. Mandatory Requirement. The Association shall at all times budget and collect and each Owner shall be obligated to pay an amount necessary to keep and maintain the Units and Common Areas in a good state of maintenance and repair, and as the same are necessary to create reserve for replacement for the facilities.

Section 7. Limitation on Disbursements. The Association shall not authorize any structural alterations, capital additions to, or capital improvements of the Common Area requiring an expenditure in excess of One Thousand Dollars (\$1,000.00) without, in each case, the prior approval as hereafter provided.

Section 8. Non-Use of Facilities. No Owner of a Unit or Lot may exempt himself from liability for his contribution toward the Common Expense by waiver of the use or en-

joyment of any of the Common Area or by the abandonment of his Unit.

Section 9. Unimproved Parcels. With reference to the application of this Article, Parcels owned by Declarant that are not improved by a completed Unit shall not be assessed.

ARTICLE XV. Other Assessments

The assessment for the payment of common charges shall be such to provide the funds necessary for the normal expenses of the Association to carry out its responsibilities herein outlined. Under the following circumstances, the Association may adopt the following additional assessments:

Section 1. Special Assessment. In addition to the Assessments authorized to cover the Common Expense, the Association may levy in any year a Special Assessment, applicable to the year only, for the purpose of defraying any unexpected repair or replacement or for such other unexpected costs and which have not otherwise been provided for in full as part of the annual assessment, provide that any such assessment shall have the approval of fifty-one percent (51%) of the total number of votes held by Class A members and by the Class B member of the Association. Any Special Assessments levied by the Association pursuant to the provisions of this Section shall be fixed at an equal rate upon all Units. All monies received by the Association as a Special Assessment shall be held in trust by the Association for the benefit of the Owners, to be used only for the purpose of the Special Assessments, including any income derived from such funds. The Assessment may be billed in advance on a monthly, quarterly or annual basis.

Section 2. Capital Improvements. The Association may levy assessments for Capital Improvements (which term contemplates the construction of a new Capital Improvement to the Common Area or for the major repair, rehabilitation or replacement of an existing Capital Improvement on the Common Area), provided that any such assessment shall have the approval of sixty-six and two-thirds percent (66-2/3%) of the total number of votes held by the Class A members and the approval of the Declarant. Said members and Declarant shall also determine the time period that such Capital Improvement Assessment shall be applicable. Any Capital improvement Assessment levied by the Association pursuant to the provisions of this Section shall be fixed at an equal rate upon all Units. All monies received by the Association hereunder shall be held in trust by the Association for the benefit of the Owners to be used only for the Capital Improvement, including any income derived from such fund. The Assessment

may be billed in advance on a monthly quarterly or annual basis.

Section 3. Individual Unit Assessments.

- a) A special individual Unit and Lot assessment may be levied only if the Trustees find the same is necessary to any individual Unit in their opinion for public safety or in order to prevent damage or destruction of any other part of the Properties, and such assessments will be only for the reasonable expense of such repairs.
- b) A special individual Lot assessment may be levied to cover the cost of repairs, replacements and other remedial action resulting from the willful neglect or negligence of an Owner.

Section 4. Insurance Assessment. A special assessment against all Unit Owners may be levied in the event that the Association fails to maintain the insurance coverage required aforesaid and the cost thereof is advanced by a mortgagee of any Unit.

Section 5. Storm Water Detention Area Assessment. All Unit Owners shall, upon acceptance of a deed to their Lot, become members of Vienna Woods Owners Association which is an Ohio non-profit corporation organized for the purpose of maintaining a storm water detention area (Lot 328 Vienna Park, Section 19) to which the Properties are tributary, all pursuant to the Declaration filed for record February 14, 1989 as Microfiche No. 89-79A07 Deed Records of Montgomery County, Ohio, and as amended thereafter.

Vienna Estates Owners Association shall collect from each Unit Owner such assessments as are levied from time to time by the Vienna Woods Owners Association and shall pay same to Vienna Woods Owners Association. Due to the small amount of each Owner's pro-rata share, the assessments are paid once a year for a one-year period. The Trustees of Vienna Estates Owners Association may include the storm water detention assessment in the Association's budget for Common Expenses and consider same an Association expense and it shall be proper for the Association to pay such expense prior to collection.

ARTICLE XVI. Lien for Non-Payment

Section 1. Certificate. The Association shall have a lien upon the estate or interest of any Owner in a Lot for the payment of the portion of the Common Expenses or other assessment chargeable against such Lot which remains

unpaid for ten (10) days after the same has become due and payable and a certificate therefor or an affidavit thereabout has been filed with the Recorder of Montgomery County pursuant to authorization given by the Trustees of the Association.

- a) Such certificate or affidavit shall contain a description of the Lot, the name of the record owner thereof, and the amount of such unpaid portion of the Common Expense and other assessments and shall be subscribed by the President or other chief officer of the Association. Such lien may include late penalties and shall draw interest at the rate of ten percent (10%) per annum.
- b) Such a lien shall remain valid for a period of five (5) years from the time of filing thereof, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by final judgment or order of a Court in an action brought to discharge such lien.

Section 2. Priority. The lien provided for herein shall take priority over any lien or encumbrances subsequently arising or created, except liens for real estate taxes and assessments and liens of first mortgages which have been filed for record. Said lien may be foreclosed in the same manner as a mortgage on real property in an action on behalf of the Association by the President or other chief officer pursuant to authority given him by the Trustees. In any such foreclosure action, the Owner of the Lot affected, agrees to pay a reasonable rental for said Unit during the pendency of such action and the Owner agrees that the Plaintiff in such action is entitled to the appointment of a receiver to collect the same.

Section 3. Association as Purchaser. If approved by seventy-five percent (75%) of the voting power of the Association, the Association may be the purchaser of the Lot at the foreclosure sale.

Section 4. Discharge of Lien. Any Owner who believes that the portion of the Common Expenses or other assessments has been improperly charged against him or his Lot, may bring an action in the Court of Common Pleas of Montgomery County for the discharge of such lien. In any such action, if it is finally determined that such portion of the Common Expense or other assessment has been improperly charged to such Owner or his Lot, the Court may make such order as is just, which may provide for a discharge of record of all or part of such lien. The Association agrees to such

an action and to the authority of the Court to make any such orders.

Section 5. Mortgagee. It is agreed that where the mortgagee of a first mortgage of record or other purchaser at a foreclosure acquires title to a Lot, such acquirer of title shall not be liable for the assessments of the Owner or Lot that accrued prior to the transfer of title. Such unpaid expense if not collected from the previous Owner, will be deemed a Common Expense against all other Lots, including the Lot of the acquirer according to their percentage of responsibility for Common Expense.

ARTICLE XVII. Mortgagee Provisions

Section 1. Benefit. The following provision are included herein for the benefit of the holders of first mortgages on any Lot which is subject to the provisions of this Declaration, in order to permit compliance with the requirements of First Mortgage Insurers or First Mortgage Acquirers as a condition to the purchase of loans on Living Units on the property. The covenants and provisions hereinafter set forth shall run in favor only of the first mortgage holders, and the provisions hereinafter set forth may be altered, amended, revised or rescinded by actions of the Board or Association, but only without such approval to the extent that such alterations, amendment, revision or rescission is necessary to comply with the requirements of such first mortgage holders.

Section 2. First Mortgage Provisions. It is provided as follows:

- a) Unless at least sixty-six and two-thirds percent (66-2/3%) of the first mortgagees (based upon one vote for each first mortgage owned) or Owners (other than the Declarant) of the individual Units in the Property have given their prior written approval, the Association shall not be entitled to:
 - (i) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common area owned directly or indirectly, by such homeowners association for the benefit of the Units on the property (the granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Area by the Association shall not be deemed a transfer within the meaning of this clause);

- (ii) change the method of determining the obligations assessments, dues or other charges which may be levied against a Unit Owner;
 - (iii) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Units, the exterior maintenance of Units, the maintenance of the Common Area, or common fences and driveways, or the upkeep of lawns and plantings in the property;
 - (iv) fail to maintain fire and extended coverage on the Units and insurable Common Area on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement costs); and
 - (v) use hazard insurance proceed for losses to any Unit or Common Area for other than the repair, replacement or reconstruction of such common property.
- b) First mortgagees of Living Units may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Units or Common Area, and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.
 - c) A first mortgagee, upon request, is entitled to written notification from the Association of any default in the performance by the individual Unit borrower of any obligation under the Declaration constituent documents which is not cured within sixty (60) days.
 - d) Any agreement for professional management of this planned Unit development, or any other contract providing for services of the Declarant may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less notice.

ARTICLE XVIII. Statutory Agent

The person to receive service of process for the Association will be Charles F. Allbery, III, whose address is Suite 900, 137 N. Main Street, Dayton, Ohio 45402. The statutory agent for the Association may be changed by the affirmative action of the Board of Trustees of the Association. Such change shall be reflected by a change of statutory agent with the Secretary of State of Ohio on such forms prescribed for the subsequent appointment of statutory agents for non-profit Ohio corporations.

ARTICLE XIX. Addition of Land

Section 1. Properties. The Declarant may include the land described in Exhibits "A" and "B" in this plan of development.

Section 2. Other Land. Additional land beyond the Properties herein described may be added only with the consent of 51% of the voting interests of the Owners.

ARTICLE XX. Amendment

Section 1. Amendment of Declaration.

- a) Except as otherwise stated in any other Article of the Declaration and except as stated in any other Section of this Article, any provision of the Declaration may be amended at any regular or special meeting of the members of the Association. In order for the Amendment to pass, at least seventy-five percent (75%) of the total number of votes held by Class A members and, in addition, the vote held by the Class B member, if any, of the Association, must be cast in favor of the Amendment.
- b). Notwithstanding the foregoing, Declarant reserves the right to amend the Declaration at any time prior to the seventh (7th) anniversary from the date of recording of the Declaration for the purpose of adding property described in Exhibits "A" and "B" hereof. Such amendment may have the effect of changing percentages of interest in the common areas and facilities for each Unit's share of common surplus and expenses to reflect the appropriate allocation among the total number of Units after the additional Units are added, without the consent of any Unit Owner.

- c). The Amendment will be effective upon the recording, in the County Recorder's office at which the Declaration was recorded, of a copy of the Amendment together with an acknowledged statement from the Secretary of the Association stating:
- (i) the date of the meeting at which the Amendment was adopted;
 - (ii) the percentage of the total number of votes held by Class A members cast in favor of the Amendment;
 - (iii) the percentage of the total number of votes held by Class B members cast in favor of the Amendment (or a statement that there were no longer and Class B members);
 - (iv) the fact that a true and accurate copy of the Amendment is attached to the statement; and
 - (v) the fact that the person making the statement is the Secretary of the Association.

Section 2. Correction. Either the Association or the Declarant may, at any time and without the consent of the members of the Association, make amendments to the Declaration to correct errors in typing or errors in grammar or errors in arithmetic or errors on the plats of record. The Amendment will be effective upon the recording in the County Recorder's office, a copy of the Amendment.

Section 3. Rights Are Not Subject to Suspension. Any provision of the Declaration stating that certain rights and/or easements may not be suspended by the Association may be amended only upon the unanimous vote of every member of every class of the Association in favor the Amendment.

Section 4. Declarant's Consent. Notwithstanding any other provision of this Declaration, no provision of this Declaration may be amended within ten (10) years after the date of this Declaration, unless the Declarant has consented in writing to the Amendment. The consent of the Declarant is in addition to the other requirements of this Article.

ARTICLE XXI. Architectural Control

Section 1. Appointment. The Trustees may appoint an Architectural Committee or upon their failure to so appoint, shall themselves act as such a committee. The committee shall have the responsibility of maintaining the scheme

of architecture and development of the Properties as originally laid out and constructed.

Section 2. Approval. No changes, modifications, enlargements or additions may be made to the Units or Common Area beyond the improvements installed by the Declarant unless first approved by such Architectural Committee.

- a) As otherwise provided herein, they shall review all such plans, specifications, nature, kind, shape, height, materials and location of the same to determine that they are in harmony with the existing structures and improvements to the Properties.
- b) Provided, however, if said Committee shall have failed to approve or disapprove such alterations or additions within thirty (30) days after their submission, then approval will not be required and this article will be deemed to be complied with.

Section 3. Arbitration. The Trustees or Committee shall arbitrate any and all disputes that may arise from the terms and provisions of this Declaration.

ARTICLE XXII. Miscellaneous

Section 1. Duration. The covenants and conditions herein contained in this Declaration shall run with the land perpetually, subject to Amendment as provided in this Declaration.

Section 2. Enforcement. Any Owner or the Association may enforce these covenants and restrictions. Enforcement shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or to enjoin violation or to recover damages, and against the land to enforce any lien created by these covenants; and the failure or forbearance by the Association or any Owner to enforce any covenant or restriction herein contained shall, in no event, be deemed a waiver of the right to do so thereafter. There shall be, and there is hereby created and declared to be a conclusive presumption that any violation or breach of any attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or by recovery of damages. All charges incurred by the Association in enforcing these covenants and restrictions (including court costs and reasonable attorney fees) shall constitute a charge against the person or persons violating or attempting to violate the covenant or restriction, and such charge shall constitute a lien against the Lot

or Property of such person or persons, subject to subordination to first mortgages as provided herein.

Section 3. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration, shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 4. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Areas or Community Facilities by any public or municipal agency, authority, or utility. It is understood that the Township of Miami has no obligation to accept and maintain the private streets.

Section 5. Association and Board Responsibility. In carrying out the provisions of this Declaration, and in the performance of all of the rights, duties and obligations covenants and conditions, hereunder, specifically including, but not limited to, the protection, maintenance and upkeep of Common Areas, the Association, its officers, Board members servants, and employees shall be required to exercise reasonable care only, and shall, in no way, be deemed absolutely liable, or deemed insurers.

Section 6. Severability. Invalidation of any of these covenants or restrictions by judgment, decree or order shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

Section 7. Quit Claim Deeds and Correction Deeds. The Association may execute and make in respect to the Common Areas (common property) quit claim deeds and/or correction deeds in order to correct typing or surveying errors in legal descriptions or to reflect a Lot as actually laid out or to correct any other error by which the Association was granted real estate or an interest in real estate by mistake of any kind. Such conveyances by the Association shall also convey all right, title, and interest that each member of the Association has in the real estate conveyed, by reason of the Declaration and any amendment thereto. The Association may so act upon resolution of a majority of its Board, if any, and if the Board does not exist, then by agreement of the majority of the members of the Association. The executing and/or making of quit claim deed and/or correction deed shall not constitute and shall not be deemed to be the abandoning partitioning, subdividing, encumbering, selling or transferring of common property within the meaning of this Declaration.

Section 8. Personal Liability. Nothing in this Declaration, the Articles or the regulations of the Association, or any rules or regulation enacted pursuant to any of the aforesaid, shall impose personal liability upon any member of the Board of Trustees or any officer of the Association acting in his capacity as such, for the maintenance, repair or replacement of any Living Unit or of any part of the Common Areas or give rise to a cause of action against any of them except for damages resulting from their own willful omissions or misconduct and each person who becomes an Owner or Member hereby releases and discharges all persons now or hereafter serving as an Officer or Trustee, or both, from any liability for injury or damages to such member or Owner or to such Member's or Owner's property and covenants not to initiate any legal proceeding against any such person or persons unless such said person is covered by insurance and in such event, the amount of recovery shall be limited to the amount of insurance.

ARTICLE XXIII. Binding

By the acceptance of a deed to a Lot or Common Area, the Grantee for himself, his heirs, administrators, executors, personal representatives, successors and assigns, whether or not it shall be so expressed in such deed, covenants and agrees to be bound by the terms and conditions of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the said Declarant, ZENGEL CONSTRUCTION CO., has hereunto subscribed its name this 10th day of August, 1991.

In the presence of:

ZENGEL CONSTRUCTION CO.

Thomas H. Gates

By Karl L. Zengel
Karl L. Zengel
President

Charles F. Allbery III

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this 10th day of August, 1991 by Karl L. Zengel, President of ZENGEL CONSTRUCTION CO., an Ohio corporation, on behalf of said corporation.

This instrument prepared by:
Charles F. Allbery, III
Attorney at Law
Suite 900, 137 N. Main Street
Dayton, Ohio 45402-9783

Charles F. Allbery III
Notary Public
CHARLES F. ALLBERY III, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date.
Section 147.03 O. R. C.

**DESCRIPTION
VIENNA ESTATES
PLANNED UNIT DEVELOPMENT AREA
7.055 ACRES**

Situate in Section 8, Town 1, Range 6 MRS, Miami Township, Montgomery County, Ohio and being part of a 127.63 acre tract as conveyed to Zengel Construction Company as recorded in Deed Book 1563, Page 61, being more particularly described as follows:

Beginning at a point at the intersection of the south line of said Section 8 and the West plat line of Vienna Park Section Eighteen as recorded in Plat Book 132, Page 3, said point being on the west line of Lot 284 in said plat;

thence along the south line of said Section 8, North 84° 03' 13" West for a distance of 605.00 feet to a point on the east right-of-way line of Rosecliff Place as dedicated in Vienna Park Section Twenty as recorded in Plat Book 145, Page 26;

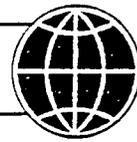
thence along said east right-of-way line the following four (4) courses:

- (1) North 05° 56' 47" East for a distance of 434.70 feet to a point;
- (2) on a curve to the right with a radius of 175.00 feet, interior angle of 08° 07' 01", an arc distance of 24.79 feet to a point, the chord for said curve bearing North 10° 00' 17" East for a distance of 24.77 feet;
- (3) North 14° 03' 48" East for a distance of 95.22 feet to a point;
- (4) on a curve to the right with a radius of 20.00 feet, interior angle of 90° 00' 00", an arc distance of 31.42 feet to a point on the south right-of-way line of Vienna Parkway as dedicated in said Vienna Park Section Twenty, the chord for said curve bearing North 59° 03' 48" East for a distance of 28.28 feet;

thence along said south right-of-way line and its eastwardly extension, South 75° 56' 12" East for a distance of 515.98 feet to the northwest corner of Lot 287 in said Vienna Park Section Eighteen;

thence along the west plat line of said Vienna Park, Section Eighteen, South 0° 30' 50" East for a distance of 500.98 feet to the point of beginning.

Containing a total of 7.055 acres, subject to all legal highways, easements, and restrictions of record.



DESCRIPTION
VIENNA ESTATES SECTION TWO
PLANNED UNIT DEVELOPMENT AREA
8.342 ACRES

Situate in Section 8, Town 1, Range 6 M.R.S., Miami Township, Montgomery County, Ohio and being part of a 127.63 acre tract as conveyed to Zengel Construction Company as recorded in Deed Book 1563, Page 61, being more particularly described as follows:

Beginning at the intersection of the south line of said Section 8 and the west right-of-way line of Rosecliff Place as dedicated in Vienna Park Section Twenty as recorded in Plat Book 145, Page 26;

thence along the south line of said Section 8, North $84^{\circ}03'13''$ West, a distance of 580.00 feet to a point;

thence North $05^{\circ}56'47''$ East, a distance of 665.90 feet to a point;

thence South $75^{\circ}56'12''$ East, a distance of 569.58 feet to a point on the south right-of-way line at the west end of Vienna Parkway as dedicated in said Vienna Park Section Twenty;

thence along the south right-of-way line of said Vienna Parkway the following two courses:

- 1) South $75^{\circ}56'12''$ East, a distance of 15.00 feet;
- 2) On a curve to the right with a radius of 20.00 feet, interior angle of $90^{\circ}00'00''$, an arc distance of 31.42 feet to a point on the west right-of-way line of Rosecliff Place as dedicated in said Vienna Park Section Twenty, the chord for said curve bearing South $30^{\circ}56'12''$ East, a distance of 28.28 feet;

thence along the West right-of-way line of said Rosecliff Place the following three courses:

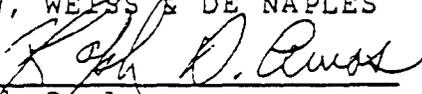
- 1) South $14^{\circ}03'48''$ West a distance of 95.22 feet;
- 2) On a curve to the left with a radius of 225.00 feet, interior angle of $08^{\circ}07'01''$, an arc distance of 31.88 feet, the Chord for said curve bearing South $10^{\circ}00'17''$ West, a distance of 31.85 feet;
- 3) South $05^{\circ}56'47''$ West, a distance of 434.70 feet to the place of beginning;

EXHIBIT "B"

Containing a total of 8.342 acres, subject to all legal highways,
easements and restrictions of record.

SHAW, WEISS & DE NAPLES

June 21, 1991


Ralph D. Amos
Registered Surveyor
Ohio License No. 5787

June 21, 1991
Job #2385

DEED

91-0453

B07

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BY-LAWS
OF
VIENNA ESTATES OWNERS ASSOCIATION

ARTICLE I

Name and Location

The name of the corporation is VIENNA ESTATES OWNERS ASSOCIATION, hereinafter referred to as the "Association". The principal office of the corporation in the Township of Miami, Montgomery County, Ohio, but meetings of Members and directors may be held at such places within the State of Ohio as may be designated by the Board of Trustees.

ARTICLE II

Definitions

Section 1. "Association" shall mean and refer to VIENNA ESTATES OWNERS ASSOCIATION, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions, and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association in accordance with the provisions of said Declaration.

Section 3. "Common Area" This term shall mean the remainder and residue of a Parcel that is not platted into Lots. Common Area will include the drives, private roads, parking area, lawn space and open areas that are utilized by more than one Owner. Common Area will be owned by the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon the recorded replat of the properties with the exception of the Common Area. The term shall contemplate that the Lot is improved with a living unit.

Section 5. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any lot which is subdivided from a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Zengel Construction Co., its successors and assigns if such successors or assigns should acquire more than one undeveloped parcel from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, conditions, and Restrictions applicable to the properties recorded in the Office of the Recorder of Montgomery County, Ohio.

Section 8. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.

Section 9. "Recorded" shall mean duly recorded in the Office of the Recorder of Montgomery County, Ohio, unless otherwise clearly indicated.

Section 10. "Unit" shall mean and refer to building that contains the living unit.

Section 11. "Parcels" shall refer to any platting process of the properties that is accomplished for the purpose of laying out any public streets and building site(s) for one or more of the buildings.

ARTICLE III

Meetings of Members

Section 1. Annual Meeting. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:30 P.M. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Trustees, or upon written request of the Members who are entitled to vote ONE-FOURTH (1/4th) of all of the membership votes. A special meeting may also be called by the Declarant.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice at least 15 days before such

meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and in the case of a special meeting, the purpose of the meeting. As long as the Declarant is involved with the Association, it will have the right to schedule meetings at its office.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast the votes of the Declarant and ONE TENTH (1/10th) of the votes of non-Declarants, shall constitute a quorum for any action except as otherwise provided in Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. The Members at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of the holders of enough shares to leave less than a quorum.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon the conveyance by the Member of this lot or termination of occupancy as the case may be.

Section 6. Notice and Quorum for Assessments. Written notice of any meeting called for the purpose of taking action concerning assessments as provided in the Declaration shall be sent to all Members not less than THIRTY (30) nor more than SIXTY (60) days in advance of the meeting. At the first such meeting called, the initial presence of Members or of proxies entitled to cast SIXTY PERCENT (60%) of all votes shall constitute a quorum. If the required quorum is not present at the commencement of the meeting, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be ONE-HALF (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than SIXTY (60) days following the preceding meeting. The Members present at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum

Section 7. Suspension of Voting Privileges. No Member shall be eligible to vote or to be elected to the Board of Trustees who is shown on the books of the Association to be

more than thirty (30) days delinquent in the payment of any assessments due the Association.

ARTICLE IV

Board of Trustees: Selection: Term of Office

Section 1. Number. Initially the affairs of this Association shall be managed by a Board of Three (3) Trustees, who need not be Members of the Association. The Board of Trustees may be expanded on the majority vote or approval of the Members but to no more than Seven (7) Trustees.

Section 2. Term of Office. At the first annual meeting the Members shall elect Three (3) Trustees for a term of One (1) year; at each annual meeting thereafter, the Members shall elect Trustees for a term of One (1) year.

Section 3. Removal. Any Trustee may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Trustee, on the vacancy of an office of a Member of the Board, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Trustee shall receive compensation for any service he may render to the Association. However, any Trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the Trustees. Any action so approved shall have the same effect as though taken at a meeting of the Trustees.

ARTICLE V

Nomination and Election of Trustees

Section 1. Nomination. Nomination for election to the Board of Trustees shall be made by a Nominating Committee. Nominations may also be made from the floor of the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Trustees, and two or more Members of the Association or the Board of Trustees. The Nominating Committee shall be appointed by the Board of Trustees prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating

Committee shall make any such nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Trustees shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. Declarant's Trustees. As long as the Class B membership exists, the Declarant shall, at the annual meeting designate the persons it desires to have appointed or elected as Trustees, not exceeding a majority of the whole Board, and any such persons shall be deemed elected Trustees of the Board. So long as the Class B Member exercises its prerogatives hereunder, it shall not cast its vote for the other nominees for Trustees.

ARTICLE VI

Meetings of Trustees

Section 1. Regular Meetings. Regular meetings of the Board of Trustees shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then the meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Trustees shall be held when called by the President of the Association, or by any two Trustees, after not less than Three (3) days notice to each Trustee. Said notice requirement may be waived by any Trustee entitled thereto.

Section 3. Quorum. A majority of the number of Trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of Trustees present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

Powers and Duties of the Board of Trustees

Section 1. Powers. The Board of Trustees shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof. The Trustees may not suspend access to any of the Lots as part of its rules and regulations.

(b) Suspend the voting rights and any or all other of the rights and privileges of membership in the Association of a Member 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 after notice and hearing, for a period not to exceed Sixty (60) days for infraction of published rules and regulations; assessments shall continue during suspension.

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration.

(d) Declare the office of a Member of the Board of Trustees to be vacant in the event such Member shall be absent from Three (3) consecutive regular meetings of the Board of Trustees.

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Trustees to:

(a) 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 statement is requested in writing by One-Fourth (1/4th) of the Members who are entitled to vote.

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

(c) As more fully provided in the Declaration, to:

(i) fix the amount of the annual assessment against each lot at least Thirty (30) days in advance of each annual assessment period;

(ii) send written notice of each assessment to every Owner subject thereto a least Thirty (30) days in advance of each annual assessment period; and

(iii) foreclose the lien against any property for which assessments are not paid within Thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate Officer to issue, upon demand by any member, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(e) Procure and maintain adequate liability and hazard insurance on the Units and property owned by the Association.

(f) Cause all Officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

ARTICLE VIII

Officers and Their Duties

Section 1. Enumeration of Officers. The Officers of this Association shall be a President and Vice-President, who shall at all times be Members of the Board of Trustees, a Secretary, and a Treasurer, and such other Officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of Officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the Members.

Section 3. Term. The Officers of this Association shall be elected annually by the Board and each shall hold office for One (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve. He, however, shall continue in office until his successor is duly elected.

Section 4. Special Appointments. The Board may appoint such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any Officer may be removed from office with or without cause by a vote of all of

the Members of the Board, with or without a meeting. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignations shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he replaces.

Section 7. Multiple Offices. The office of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other office except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the Officers are as follows:

(a) President: The President shall preside at all meetings of the Board of Trustees; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes.

(b) Vice President: The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of the 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.

(d) Treasurer: 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 Trustees; shall co-sign all promissory notes of the Association; cause an annual audit of the Association books to be made at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX

Committees

The Board of Trustees of the Association shall appoint an Architectural Committee as provided in the Declaration, and a Nominating Committee as provided in these By-Laws. In addition, the Board of Trustees shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

Assessments

As more fully provided in the Declaration, each Owner is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which assessment is made. Any assessments which are not paid when due, shall be delinquent. If the assessment is not paid within Thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the prime rate of interest charged by First National Bank, Dayton, Ohio and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

ARTICLE XII

Indemnification Provisions

In addition to any other right or remedy to which the persons hereinafter described may be entitled, under the Articles of Incorporation, By-Laws, Declaration, any other agreement, or by vote of the Members or otherwise, the Association shall indemnify any Trustee or officer of the Association or former Trustee or officer of the Association, who 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 by reason of the fact that he or she is or was a Trustee or officer of the Association, against expenses (including attorney fees), judgment, fines and amounts paid in settlement actually and reasonable incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action that was believed not to be 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 or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

ARTICLE XII

Corporate Seal

The Association shall not have a seal.

ARTICLE XIII

Amendments

Section 1. Vote. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2. Conflict with Declaration. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XV

Miscellaneous

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Trustees of VIENNA ESTATES OWNERS ASSOCIATION have hereunto set our hands this 10th day of August, 1991.

TRUSTEES:

Karl L. Zengel
KARL L. ZENGEL

James M. Zengel
JAMES M. ZENGEL

Stephen K. Zengel
STEPHEN K. ZENGEL

TRANSFERRED
1991 AUG 19 PM 2:43
A.J. WAGNER
AUDITOR

Estimation of Condo Fees
For "PHASE 1" of
Vienna Estates Development

11-01-91

PHASE 1 - Is currently designed for 36 units composed of:

- 26 - end units
- 6 - one story center units
- 4 - two story center units

Estimated Maintenance Reserves

	Monthly Cost	Per Unit
1) Replace roof every 25 years estimated 33 squares per condo unit labor is \$30.00 per square material \$40.00 per square		
36 units x 33sq. x \$70.00 = \$ 83,160		
cost per year(\$ 83,160 : 25).....	\$ 3,326.40	\$ 7.70
2) Outside painting, caulking & repairs (Repaint every 6 years) estimated cost per unit = \$ 333 36 units x \$ 333 = \$ 12,000		
cost per year(\$12,000 : 6).....	\$ 2,000.00	4.62
3) Street Maintenance & Brick Mailboxes	\$ 1,000.00	2.31
4) Miscellaneous Service & Repairs	\$ 950.40	2.20
	-----	-----
Total Estimated Maintenance Reserves	\$ 7,276.80	\$ 16.83

Estimated Current Condo Maintenance Expenses & Insurance

1) Lawn & shrubbery cutting & maintenance 32 cuts a year @ \$17.00 per unit = \$ 544		
cost per year \$544 x 36	\$ 19,584.00	\$ 45.33
2) Insurance on condo units - buildings - Fire & Liability estimated cost per unit per year	\$ 6,733.00	15.58
* Refer to page -2-		
3) Snow removal service Estimated 6 x \$14 per unit = \$ 84		
cost per year \$84 x 36	\$ 3,024.00	7.00
	-----	-----
Total Estimated Current Condo Maintenance & Insur...	\$ 29,341.00	\$ 67.91

Continued on Next Page



10. PEGG
ORDER

DECLARATION TO PROVIDE STORM WATER DETENTION

PH 3:46

180

TO
VIENNA PARK

(Vienna Woods Trail Area)

FEB 17 1989

MONTEGOMERY CO. OHIO
RECORDED

RECEIVED
TO

1. Party This Declaration is made by Zengel Construction Company, an Ohio corporation, hereafter referred to as the "Declarant".

2. Preamble The Declarant is the owner of some 14.149 acres of land that it intends to plat into Twenty-One (21) residential lots to be known as Vienna Park, Section 19 and is located in Miami Township, Montgomery County, Ohio.

3. Purpose The purpose of this Declaration is to provide for storm water detention for Vienna Park, Section 19 and for other adjacent land that is tributary to the detention area (Lot 328 Vienna Park, Section 19) established by the platting process of Vienna Park, Section 19 Subdivision. This Declaration is being filed in connection with said platting process and said recorded plat is referenced herein.

4. Development The Declarant will plat said Lot 328 for use as a water detention area for Vienna Park Section 19 and the other land that is tributary to said detention basin, as shown on the attached drawing marked Exhibit A. The Declaration, at its cost will provide the land and improvements for the detention and the detention area (Common Area) will be conveyed to the Association. As the Declarant plats the land that is tributary, it shall subject said lots and land to the terms and provisions of this Declaration.

5. Association The Declarant will cause to be formed, Vienna Woods Owners Association, a non-profit corporation organized under the laws of Ohio (Association) for the purpose of maintaining the storm water detention area. The Association may provided such other services as its members from time to time deem appropriate.

6. Members Every Owner of a lot in Vienna Park Section 19 Subdivision shall be a member of the Association. The record plan of Vienna Park, Section 19 will consists of lots 312 through 327 and 329 through 332 inclusive.

a. Owner The term "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to a lot, including contract sellers, but excluding those having an interest as security for the performance of an obligation. Notwithstanding any applicable theory of mortgages, the term shall not mean

1989 FEB 17 10 58 AM
RECORDED & INDEXED
TRANSFER

DEED 89-0079 A07

or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or other proceedings in lieu of foreclosure.

b. Qualification. Ownership of a lot shall be the sole qualification for membership; upon the sale or other disposition of a lot that vests title in a new Owner, the new Owner shall automatically become a member of the Association and the previous Owner will cease to be a member of the Association, unless he owns other lots.

c. Additional Members. The land tributary to the detention area created hereby is shown on the drawing attached hereto as Exhibit A, which generally is a continuation of Vienna Woods Trail and as lots are subdivided from said land, the Declarant may subject said lots to the terms and provisions hereof and in such event the owners of said lots will be members of the Association and will contribute to the Common Expenses provided herein. To subject said land to the provisions hereof, the record plan, therefore, shall reference this Declaration and the recording information hereof and provide that said lots and land are subject to the provisions of this Declaration.

7. Maintenance. The Declarant will make such improvements to Lot 328 Vienna Park Section 19 (Common Area) as are provided or required in the subdivision process and the rules and regulations that are applicable thereto prior to the transfer of the lot to the Association. The Association shall thereafter be responsible for the care, maintenance, regulations and control of the Common Area. The Declarant and the Association shall have the right to make reasonable rules and regulations that relate to the use of the Common Area so as not to interfere or impede the contemplated use and function of such for storm water detention.

8. Public Authority. If after due notice to the Association of the need for maintenance and/or repair of the storm water detention system and upon the failure of the Association to undertake the necessary action, the Miami Township Trustees or other agency having jurisdiction over the area, may, but shall not be required, to do such maintenance or repair as is reasonably necessary and be entitled to recover the cost thereof from the Association. The township or other agency shall not incur any duties or responsibilities by this provision.

9. Insurance. The Association, as a Common Expense, shall insure itself, the Board of Trustees, and all Owners and members, all persons lawfully in possession or control of any part of the Common Area, against liability for bodily injury,

disease, illness or death and for injury to or destruction of property, occupancy upon, or about, or arising from the Common Area. Such insurance to afford protection to a limit of not less than \$100,000.00 in respect to bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than \$300,000.00 in respect to any one occurrence and to the limit of not less than \$25,000.00 in respect to damages to or destruction of property arising out of one accident.

10. Managing Agent. The association, by its Trustees, may delegate all or any portion of its authority to discharge its maintenance responsibilities to one or more independent contractors or to a managing agent. Such delegation shall be evidenced by a management contract for a term not to exceed three (3) years in duration, which shall provide for termination without cause and without payment of a termination fee on ninety (90) days notice.

11. Real Estate Taxes. The Association shall be responsible for the payment of all taxes and assessments, if any, that are from time to time levied against the Common Area.

12. Common Expenses. Each Owner, by the acceptance of a deed to a lot subject to the provisions of this Declaration, for himself, his heirs, administrators, executors, personal representatives, successors and assigns, whether or not it shall be expressed in such deed, covenants and agrees to pay the assessments that are levied from time to time to pay his allocated share of the Common Expenses provided herein and levied by the Association.

a. Payment. The Declarant shall pay such initial development cost and such incidental cost for maintenance of the Common Area until it shall transfer the Common Area to the Association. Thereafter each lot Owner, subject to the provisions of this Declaration, shall pay to the Association the aliquot assessments for the lot as payment is called for, but which will be not more often than on a quarterly basis, in advance, and not less often than annually, in advance.

b. Budget. The Association, on or before December 1st of each year, shall prepare an estimate of the total amounts that will be necessary to pay the Common Expenses for each ensuing calendar year and shall forthwith supply each Owner a copy thereof. The Budget will be modified from time to time in order to conform to the actual costs.

c. Pro Rata Share. Each Owner of a lot will pay an equal amount of the Common Expense. Each Owner's share will be computed by dividing the total expense for any

period by the number of lots then a part of the plan and subject to the Declaration.

d. Lien. The Association shall have a lien upon the estate and interest of any Owner in a lot for the payment of the portion of the Common Expenses which remains unpaid for thirty (30) days after the same have become due and payable, and when a certificate therefor or an affidavit thereabout has been filed with the Recorder of the County, pursuant to authorization given by the Trustees of the Association.

(i) Such certificate or affidavit shall contain a description of the lot, the name of the record owner thereof, and the amount of such unpaid portion of the Common Expenses and shall be subscribed by the President or other principal officer of the Association. Such lien may include late payment penalties and shall bear interest at 10% per annum until paid.

(ii) Such lien shall remain valid for a period of five (5) years from the time of filing thereof. The lien may be enforced by a foreclosure action and therein the Association will be entitled to collect such Common Expenses that have accrued and not been paid after recording the lien, as well as the amount of such lien.

(iii) The lien provided shall take priority over any lien or encumbrance subsequently arising or created, except for liens for real estate taxes and assessments and liens of first mortgages which have been filed of record. It is agreed that where the mortgagee of a first mortgage of record or other purchaser at a foreclosure acquires title to the lot, said acquirer of title shall not be liable for the assessments of the Owner or lot that accrued prior to the transfer of title. Such unpaid expense, if not collected from the previous Owner, will be deemed a Common Expense against all lots, including the lot of the acquirer.

(iv) Upon request, the Association shall supply a certification of any amounts that are due, and the party receiving such certification may rely on its accuracy.

13. Binding. By the acceptance of a deed to a lot, the Grantee, for himself, his heirs, administrators, executors, personal representatives, successors and assigns, whether or not it shall be so expressed in such deed, covenants and agrees to be bound by the terms and conditions hereof.

IN WITNESS WHEREOF, the said Declarant, ZENGEL CONSTRUCTION COMPANY, has hereunto subscribed its name this 20th day of October, 1988.

In Witness Whereof:

ZENGEL CONSTRUCTION COMPANY

Thomas H. Gatten

By Karl L. Zengel
Karl L. Zengel, President

Benjamin F. Allbery

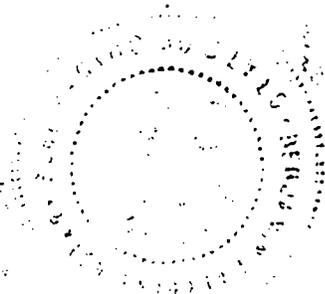
By Adam J. Zengel
Adam J. Zengel, Secretary

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this 20th day of October, 1988 by ZENGEL CONSTRUCTION COMPANY by Karl L. Zengel, President and by Adam J. Zengel, Secretary on behalf of said corporation.

BENJAMIN F. ALLBERY, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date
Section 147.03 O. R. C.

Benjamin F. Allbery
Notary Public



This instrument prepared by: Benjamin F. Allbery
Attorney at Law
18 W. First Street
Dayton, Ohio 45402

~~RECORDED
1989 FEB 14 PM 3:00
TRANSFERRED~~



SECOND AMENDMENT TO DECLARATION TO VIENNA PARK

1. This Amendment is made to the Declaration to Provide Storm Water Detention to Vienna Park dated October 20, 1988, filed of record February 14, 1989 and recorded at Microfiche 89-0079A07 Montgomery County Deed Records, which has been amended for the purpose of adding Vienna Park Section Twenty to the terms and provisions of said Declaration, by a First Amendment to Declaration to Vienna Park dated November 9, 1990, and recorded at Microfiche No. 90-0630B08, Montgomery County Deed Records.

2. The Declarant, Zengel Construction Company, is in the process of platting Vienna Estates, a Planned Unit Development, from the 7.055 acres more particularly described on Exhibit A hereto and the purpose of this Amendment is to subject the lots platted therefrom to the terms and provisions of the Declaration recorded recorded at Microfiche 89-0079A07 Montgomery County Deed Records as provided hereafter.

3. When platted, the 7.055 acres will be platted into the following described lots:

Situate in the Township of Miami, County of Montgomery, State of Ohio and being Lots 1 through 14, Vienna Estates Section One.

4. The lots will be replatted as construction of a building and individual Dwelling Unit are completed on each lot, so the re-platted lot will be as wide as the Dwelling Unit measured from the outside of any perimeter wall to the center of any common walls, and will be as long as to include all appurtenances to the Unit, such as patio area, front porch or stoops and garages.

5. Upon the filing of the re-plat for each lot containing a completed Dwelling Unit such lots shall be subject to the terms and provisions of the Declaration to Provide Storm Water Detention.

6. The owners of said replatted lots will be members of Vienna Woods Owners Association, the Association provided by the Declaration to own and maintain the Common Area and as such will pay the Common Expenses necessary for the maintenance of Lot 328 Vienna Park, Section 19 platted as a Detention Pond and to which proposed Vienna Estates is contributing. As members, the owners will enjoy the rights and privileges of said Association so long as each owns a lot that is subject to the provisions of said Declaration.

91 AUG 12 PM 2:50
A.J. WAGNER
AUDITOR
NO TRANSFER NEEDED

TRANSFERRED

VICKI D. PEGG
RECORDER
1200
91 AUG 19 PM 2:5
MONTGOMERY CO. O
RECORDED

7. As provided in the Declaration of Covenants, Conditions and Restrictions for Vienna Estates, a Planned Unit Development, recorded at Microfiche No. 91-452 D08, Deed Records of Montgomery County, Ohio, Vienna Estates Owners Association shall undertake to collect from the owners of the Dwelling Units as a special assessment such assessments as are levied from time to time by the Vienna Woods Owners Association upon such re-platted lots and shall pay same to the Association. Recorded in Plat book 147 page 26.

IN WITNESS WHEREOF said Declarant, Zengel Construction Company has hereunto subscribed its name this 10th day of August, 1991.

In Witness Whereof

Zengel Construction Company
An Ohio Corporation

Thomas H. Gates

By Karl L. Zengel
Karl L. Zengel, President

Charles F. Allbery III

Adam J. Zengel
Adam J. Zengel, Secretary

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me by the said Zengel Construction Company, an Ohio Corporation, by Karl L. Zengel, its President and Adam J. Zengel, its Secretary on the 10th day of August, 1991.

Charles F. Allbery III
Notary Public

CHARLES F. ALLBERY III, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date.
Section 147.03 O. R. C.

This instrument prepared by: Charles F. Allbery, III
Attorney at Law
Suite 900
137 North Main Street
Dayton, Ohio 45402

0001989

VICKI D. PEGG
RECORDER

TRANSCERIBED
THIRD AMENDMENT TO DECLARATION
TO VIENNA PARK
1994 JAN 31 PM 2:59

94 JAN 31 PM 3:20

MONTGOMERY CO. OH.
RECORDED

1. This Amendment ^{A. L. WAGNER} ~~is~~ ^{AUDITOR} to the Declaration to Provide Storm Water Detention to Vienna Park dated October 20, 1988, filed of record February 14, 1989 and recorded at Microfiche 89-0079A07 Montgomery County Deed Records, which has been amended for the purpose of adding Vienna Park, Section Twenty, to the terms and provisions of said Declaration, by a First Amendment to Declaration to Vienna Park dated November 9, 1990, and recorded at Microfiche No. 90-0630B08, Montgomery County Deed Records, and for the purpose of adding Vienna Estates, Section One, by a Second Amendment dated August 10, 1991, and recorded at Microfiche No. 91-0453 C09, Montgomery County Deed Records.

224

2. The Declarant, ZENGEL CONSTRUCTION COMPANY, is in the process of platting Vienna Estates, Section Two, a Planned Unit Development, from the 8.342 acres more particularly described on Exhibit A hereto and the purpose of this Amendment is to subject the lots platted therefrom to the terms and provisions of the Declaration recorded at Microfiche 89-0079A07 Montgomery County Deed Records as provided hereafter.

3. When platted, a part of the 8.342 acres will be platted into sixteen lots of which the following shall be subject to this Amendment:

Situate in the Township of Miami, County of Montgomery, State of Ohio and being Lots 17, 18, 23, 24, 25, 26, 27, and 28, Vienna Estates Section Two.

4. The lots will be replatted as construction of a building and individual Dwelling Unit are completed on each lot, so the re-platted lot will be as wide as the Dwelling Unit measured from the outside of any perimeter wall to the center of any common walls, and will be as long as to include all appurtenances to the Unit, such as patio area, front porch or stoops and garages.

5. Upon the filing of the re-plat for each lot containing a completed Dwelling Unit such lots shall be subject to the terms and provisions of the Declaration to Provide Storm Water Detention.

6. The owners of said replatted lots will be members of Vienna Woods Owners Association, the Association provided by the Declaration to own and maintain the Common Area and as such will pay the Common Expenses necessary for the maintenance of Lot 328 Vienna Park, Section 19 platted as a

for maps see
Plat book 155

Detention Pond and to which proposed Vienna Estates is contributing. As members, the owners will enjoy the rights and privileges of said Association so long as each owns a lot that is subject to the provisions of said Declaration.

7. As provided in the Declaration of Covenants, Conditions and Restrictions for Vienna Estates, a Planned Unit Development, recorded at Microfiche No. 91-452 D08, Deed Records of Montgomery County, Ohio, Vienna Estates Owners Association shall undertake to collect from the owners of the Dwelling Units as a special assessment such assessments as are levied from time to time by the Vienna Woods Owners Association upon such re-platted lots and shall pay same to the Association.

IN WITNESS WHEREOF said Declarant, Zengel Construction Company has hereunto subscribed its name this 25TH day of August, 1993.

In Witness Whereof

Matthew L. Fleck
Matthew L. Fleck
Timothy R. Loster
Timothy R. Loster

Zengel Construction Company
An Ohio Corporation

By Karl L. Zengel
Karl L. Zengel, President
Adam J. Zengel
Adam J. Zengel, Secretary

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me by the said Zengel Construction Company, an Ohio Corporation, by Karl L. Zengel, its President and Adam J. Zengel, its Secretary on the 25 day of August, 1993.

Matthew L. Fleck
Notary Public

MATTHEW L. FLECK, Notary Public
In and for the State of Ohio
My Commission Expires Nov. 26, 1996

This instrument prepared by: Charles F. Allbery, III
Attorney at Law
Suite 900
137 North Main Street
Dayton, Ohio 45402

TRANSFERRED

VICKI D. PEGG
RECORDER

1992 SEP 21 PM 1:31

FIFTH AMENDMENT TO THE DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR VIENNA ESTATES

92 SEP 21 PM 1:38

A.J. WAGNER
AUDITOR

MONTGOMERY CO. OHIO
RECORDED

This Agreement is made this 4TH day of September, 1992 by ZENGEL CONSTRUCTION CO., an Ohio corporation, hereafter referred to as the "Declarant", for the purpose of adding additional land to the plan of development for Vienna Estates, a Planned Unit Development.

WITNESSETH:

THAT WHEREAS, the Declarant executed the Declaration of Covenants, Conditions, and Restrictions for Vienna Estates on August 10, 1991 which was filed of record on August 19, 1991 and is recorded as Microfiche No. 91-0452D08, Deed Records of Montgomery County; and

WHEREAS, by virtue of Article II of the Declaration the Declarant reserved the right, at its sole discretion, to add any part of of the land referenced therein to the provisions of said Declaration; and

WHEREAS, Replat Number One was accomplished by the recording of the First Amendment to the Declaration, as Microfiche No. 92-0041 D01 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number One in Plat Book "148" Page 43 Plat Records of Montgomery County, Ohio.

WHEREAS, Replat Number Two was accomplished by the recording of the Second Amendment to the Declaration, as Microfiche No. 92-0109 C12 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Two in Plat Book "149" Page 17 Plat Records of Montgomery County, Ohio;

WHEREAS, Replat Number Three was accomplished by the recording of the Third Amendment to the Declaration, as Microfiche No. 92-0154 C02 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Three in Plat Book "149" Page 27 Plat Records of Montgomery County, Ohio;

WHEREAS, Replat Number Four was accomplished by the recording of the Fourth Amendment to the Declaration, as Microfiche No. 92-0179 C03 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Four in Plat Book "151" Page 16 Plat Records of Montgomery County, Ohio; and,

WHEREAS, the following described real estate is a part of the land that is referenced in the Declaration.

NOW, THEREFORE, the Declarant does hereby submit the following Lots to the Declaration of Covenants, Conditions and

Restrictions for Vienna Estates dated August 10, 1991 and recorded as Microfiche No. 91-0452D08, Deed Records of Montgomery County, Ohio, and the drawings for the development filed in Plat Book "147", Page 26, Montgomery County Records and said property shall be subject to the terms and provisions of said Declaration.

Situate in the Township of Miami, County of Montgomery and State of Ohio, and being Lots 9A, 9B & 9C of Vienna Estates Section One, Replat Number Five, as recorded at Plat Book "151", page 17 of the Plat Records of Montgomery County, Ohio.

The pro-rata share of Common Expenses for the foregoing Lots, determined in accordance with Article XIV, Section 3 of the Declaration are as follows:

<u>Unit</u>	<u>Par Value</u>	<u>Percentage of Interest</u>
Lot 1A	1.0	6.17%
Lot 1B	0.8	4.94%
Lot 1C	1.0	6.17%
Lot 1D (Common Area)	0	0.00%
Lot 2A	1.0	6.17%
Lot 2B	0.8	4.94%
Lot 2C	1.0	6.17%
Lot 2D (Common Area)	0	0.00%
Lot 3A	1.0	6.17%
Lot 3B (two story)	0.9	5.56%
Lot 3C	1.0	6.17%
Lot 3D (Common Area)	0	0.00%
Lot 4A	1.0	6.17%
Lot 4B (two story)	0.9	5.56%
Lot 4C	1.0	6.17%
Lot 4D (Common Area)	0	0.00%
Lot 9A	1.0	6.17%
Lot 9B	1.0	6.17%
Lot 9C (Common Area)	0	0.00%
Lot 10A	1.0	6.17%
Lot 10B	0.8	4.94%
Lot 10C	1.0	6.17%
Lot 10D (Common Area)	0	<u>0.00%</u>
		100 %

This Fifth Amendment is executed by the Declarant, Zengel Construction Co. in accordance with the provisions of Article XX, Section 1b. of the Declaration.

IN WITNESS WHEREOF, Zengel Construction Co. sets its hand this 4TH day of September, 1992.

In Witness Whereof:

Stephen K. Zengel

Myrna N. Moorman

ZENGEL CONSTRUCTION CO.

By Karl L. Zengel
Karl L. Zengel, President

By Adam J. Zengel
Adam J. Zengel, Secretary

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

Before me, the subscriber, a Notary Public in and for said County and State, personally appeared **KARL L. ZENGEL**, its President, and **ADAM J. ZENGEL**, its Secretary, on behalf of Zengel Construction Co., an Ohio corporation, whose name is subscribed to and which executed the foregoing instrument, for themselves and as such officers respectively, and for and on behalf of said corporation, acknowledged the signing and execution of said instrument as their free and voluntary act and deed, their free act and deed as such officers respectively, and the free and voluntary act and deed of said corporation on this 4TH day of September, 1992.

This instrument prepared by
Charles F. Allbery, III,
Attorney at Law

Myrna N. Moorman
Notary Public in and for the State
of Ohio, My Commission expires
7/3/97

**SIXTH AMENDMENT TO THE DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR VIENNA ESTATES**

VICKI D. PEGG
RECORDER

93 APR 26 PM 1:37

MONTGOMERY CO. OHIO
RECORDED

This Agreement is made this 26th day of February, 1993 by **ZENGEL CONSTRUCTION CO.**, an Ohio corporation, hereafter referred to as the "Declarant", for the purpose of adding additional land to the plan of development for Vienna Estates, a Planned Unit Development.

WITNESSETH:

THAT WHEREAS, the Declarant executed the Declaration of Covenants, Conditions, and Restrictions for Vienna Estates on August 10, 1991 which was filed of record on August 19, 1991 and is recorded as Microfiche No. 91-0452D08, Deed Records of Montgomery County; and

WHEREAS, by virtue of Article II of the Declaration the Declarant reserved the right, at its sole discretion, to add any part of the land referenced therein to the provisions of said Declaration; and

WHEREAS, Replat Number One was accomplished by the recording of the First Amendment to the Declaration, as Microfiche No. 92-0041 D01 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number One in Plat Book "148" Page 43 Plat Records of Montgomery County, Ohio.

WHEREAS, Replat Number Two was accomplished by the recording of the Second Amendment to the Declaration, as Microfiche No. 92-0109 C12 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Two in Plat Book "149" Page 17 Plat Records of Montgomery County, Ohio; and,

WHEREAS, Replat Number Three was accomplished by the recording of the Third Amendment to the Declaration, as Microfiche No. 92-0154 C02 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Three in Plat Book "149" Page 27 Plat Records of Montgomery County, Ohio; and,

WHEREAS, Replat Number Four was accomplished by the recording of the Fourth Amendment to the Declaration, as Microfiche No. 92-0549 C03 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Four in Plat Book "151" Page 16 Plat Records of Montgomery County, Ohio; and,

WHEREAS, Replat Number Five was accomplished by the recording of the Fifth Amendment to the Declaration, as Microfiche No. 92-0549 C06 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number

NO TRANSFER NEEDED
93 APR 29 PM 1:02
VICKI D. PEGG
RECORDER

Five in Plat Book "151" Page 17 Plat Records of Montgomery County, Ohio; and,

WHEREAS, the following described real estate is a part of the land that is referenced in the Declaration.

NOW, THEREFORE, the Declarant does hereby submit the following Lots to the Declaration of Covenants, Conditions and Restrictions for Vienna Estates dated August 10, 1991 and recorded as Microfiche No. 91-0452D08, Deed Records of Montgomery County, Ohio, and the drawings for the development filed in Plat Book "147", Page 26, Montgomery County Records and said property shall be subject to the terms and provisions of said Declaration.

Situate in the Township of Miami, County of Montgomery and State of Ohio, and being Lots 5A, 5B, 5C, 5D, 7A, 7B, 7C, 7D, 8A, 8B, and 8C of Vienna Estates Section One, Replat Number Six, as recorded at Plat Book "153", page 17 of the Plat Records of Montgomery County, Ohio.

The pro-rata share of Common Expenses for the foregoing Lots and the Lots previously submitted to the provisions of the Declaration, determined in accordance with Article XIV, Section 3 of the Declaration, are as follows:

<u>Unit</u>	<u>Par Value</u>	<u>Percentage of Interest</u>
Lot 1A	1.0	4.2%
Lot 1B	0.8	3.3%
Lot 1C	1.0	4.2%
Lot 1D (Common Area)	0	0.00%
Lot 2A	1.0	4.2%
Lot 2B	0.8	3.3%
Lot 2C	1.0	4.2%
Lot 2D (Common Area)	0	0.00%
Lot 3A	1.0	4.2%
Lot 3B	0.9	3.8%
Lot 3C	1.0	4.2%
Lot 3D (Common Area)	0	0.00%
Lot 4A	1.0	4.2%
Lot 4B	0.9	3.8%
Lot 4C	1.0	4.2%
Lot 4D (Common Area)	0	0.00%
Lot 5A	1.0	4.2%
Lot 5B	0.8	3.8%
Lot 5C	1.0	4.2%
Lot 5D (Common Area)	0	0.00%
Lot 7A	1.0	4.2%
Lot 7B	0.9	3.8%

Lot 7C	1.0	4.2%
Lot 7D (Common Area)	0	0.00%
Lot 8A	1.0	4.2%
Lot 8B	1.0	4.2%
Lot 8C (Common Area)	0	0.00%
Lot 9A	1.0	4.2%
Lot 9B	1.0	4.2%
Lot 9C (Common Area)	0	0.00%
Lot 10A	1.0	4.2%
Lot 10B	0.8	3.3%
Lot 10C	1.0	4.2%
Lot 10D (Common Area)	0	<u>0.00%</u>
		100.0%

This Sixth Amendment is executed by the Declarant, Zengel Construction Co. in accordance with the provisions of Article XX, Section 1b. of the Declaration.

IN WITNESS WHEREOF, Zengel Construction Co. sets its hand this 26th day of February, 1993.

In Witness Whereof:

ZENGEL CONSTRUCTION CO.

Myrna N. Moorman

By Karl L. Zengel
Karl L. Zengel, President

Thomas H. Gater

By Adam J. Zengel
Adam J. Zengel, Secretary

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

Before me, the subscriber, a Notary Public in and for said County and State, personally appeared **KARL L. ZENGEL**, its President, and **ADAM J. ZENGEL**, its Secretary, on behalf of Zengel Construction Co., an Ohio corporation, whose name is subscribed to and which executed the foregoing instrument, for themselves and as such officers respectively, and for and on behalf of said corporation, acknowledged the signing and execution of said instrument as their free and voluntary act and deed, their free act and deed as such officers respectively, and the free and voluntary act and deed of said corporation on this 26th day of February, 1993.

This instrument prepared by
Charles F. Allbery, III,
Attorney at Law

Myrna N. Moorman
Notary Public
Myrna N. MOORMAN, Notary Public
in and for Montgomery County, Ohio
My Commission Expires 7/3/97

RECORDED

MICROFICHE # 93-801 B09

DEC 16, 1993

**SEVENTH AMENDMENT TO THE DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR VIENNA ESTATES**

This Agreement is made this 15TH day of December, 1993 by **ZENGEL CONSTRUCTION CO.**, an Ohio corporation, hereafter referred to as the "Declarant", for the purpose of adding additional land to the plan of development for Vienna Estates, a Planned Unit Development.

WITNESSETH:

THAT WHEREAS, the Declarant executed the Declaration of Covenants, Conditions, and Restrictions for Vienna Estates on August 10, 1991 which was filed of record on August 19, 1991 and is recorded as Microfiche No. 91-0452D08, Deed Records of Montgomery County; and

WHEREAS, by virtue of Article II of the Declaration the Declarant reserved the right, at its sole discretion, to add any part of of the land referenced therein to the provisions of said Declaration; and

WHEREAS, Replat Number One was accomplished by the recording of the First Amendment to the Declaration, as Microfiche No. 92-0041 D01 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number One in Plat Book "148" Page 43 Plat Records of Montgomery County, Ohio.

WHEREAS, Replat Number Two was accomplished by the recording of the Second Amendment to the Declaration, as Microfiche No. 92-0109 C12 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Two in Plat Book "149" Page 17 Plat Records of Montgomery County, Ohio; and,

WHEREAS, Replat Number Three was accomplished by the recording of the Third Amendment to the Declaration, as Microfiche No. 92-0154 C02 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Three in Plat Book "149" Page 27 Plat Records of Montgomery County, Ohio; and,

WHEREAS, Replat Number Four was accomplished by the recording of the Fourth Amendment to the Declaration, as Microfiche No. 92-0549 C03 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Four in Plat Book "151" Page 16 Plat Records of Montgomery County, Ohio; and,

WHEREAS, Replat Number Five was accomplished by the recording of the Fifth Amendment to the Declaration, as Microfiche No. 92-0549 C06 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number

Five in Plat Book "151" Page 17 Plat Records of Montgomery County, Ohio;

WHEREAS, Replat Number Six was accomplished by the recording of the Sixth Amendment to the Declaration, as Microfiche No. 93-238 E02 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Five in Plat Book "153" Page 17 Plat Records of Montgomery County, Ohio; and,

WHEREAS, the following described real estate is a part of the land that is referenced in the Declaration.

NOW, THEREFORE, the Declarant does hereby submit the following Lots to the Declaration of Covenants, Conditions and Restrictions for Vienna Estates dated August 10, 1991 and recorded as Microfiche No. 91-0452D08, Deed Records of Montgomery County, Ohio, and the drawings for the development filed in Plat Book "147", Page 26, Montgomery County Records and said property shall be subject to the terms and provisions of said Declaration.

Situate in the Township of Miami, County of Montgomery and State of Ohio, and being Lots 6A, 6B, 6C, 6D, 11A, 11B, 11C, and 11D of Vienna Estates Section One, Replat Number Seven, as recorded at Plat Book "155", page 31 of the Plat Records of Montgomery County, Ohio.

The pro-rata share of Common Expenses for the foregoing Lots and the Lots previously submitted to the provisions of the Declaration, determined in accordance with Article XIV, Section 3 of the Declaration, are as follows:

<u>Unit</u>	<u>Par Value</u>	<u>Percentage of Interest</u>
Lot 1A	1.0	3.37%
Lot 1B	0.8	2.69%
Lot 1C	1.0	3.37%
Lot 1D (Common Area)	0	0.00%
Lot 2A	1.0	3.37%
Lot 2B	0.8	2.69%
Lot 2C	1.0	3.37%
Lot 2D (Common Area)	0	0.00%
Lot 3A	1.0	3.37%
Lot 3B	0.9	3.03%
Lot 3C	1.0	3.37%
Lot 3D (Common Area)	0	0.00%
Lot 4A	1.0	3.37%
Lot 4B	0.9	3.03%
Lot 4C	1.0	3.37%
Lot 4D (Common Area)	0	0.00%

Lot 5A	1.0	3.37%
Lot 5B	0.8	3.69%
Lot 5C	1.0	3.37%
Lot 5D (Common Area)	0	0.00%
Lot 6A	1.0	3.37%
Lot 6B	0.9	3.03%
Lot 6C	1.0	3.37%
Lot 6D (Common Area)	0	0.00%
Lot 7A	1.0	3.37%
Lot 7B	0.9	3.03%
Lot 7C	1.0	3.37%
Lot 7D (Common Area)	0	0.00%
Lot 8A	1.0	3.37%
Lot 8B	1.0	3.37%
Lot 8C (Common Area)	0	0.00%
Lot 9A	1.0	3.37%
Lot 9B	1.0	3.37%
Lot 9C (Common Area)	0	0.00%
Lot 10A	1.0	3.37%
Lot 10B	0.8	2.69%
Lot 10C	1.0	3.37%
Lot 10D (Common Area)	0	0.00%
Lot 11A	1.0	3.37%
Lot 11B	0.9	3.03%
Lot 11C	1.0	3.37%
Lot 11D (Common Area)	0	<u>0.00%</u>
		100%

This Seventh Amendment is executed by the Declarant, Zengel Construction Co. in accordance with the provisions of Article XX, Section 1b. of the Declaration.

IN WITNESS WHEREOF, Zengel Construction Co. sets its hand this 15 day of December, 1993.

In Witness Whereof:

<u>Matthew L. Fleck</u> Matthew L. Fleck	ZENGEL CONSTRUCTION CO.
<u>Kelly D. George</u> Kelly D. George Assistant Manager	By <u>Karl L. Zengel</u> Karl L. Zengel, President
	By <u>Adam J. Zengel</u> Adam J. Zengel, Secretary

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

Before me, the subscriber, a Notary Public in and for said County and State, personally appeared **KARL L. ZENGEL**, its President, and **ADAM J. ZENGEL**, its Secretary, on behalf of Zengel Construction Co., an Ohio corporation, whose name is subscribed to and which executed the foregoing instrument,

is subscribed to and which executed the foregoing instrument, for themselves and as such officers respectively, and for and on behalf of said corporation, acknowledged the signing and execution of said instrument as their free and voluntary act and deed, their free act and deed as such officers respectively, and the free and voluntary act and deed of said corporation on this 15 day of December, 1993.

This instrument prepared by
Charles F. Allbery, III,
Attorney at Law



Notary Public

MATTHEW L. FLECK, Notary Public
In and for the State of Ohio
My Commission Expires Nov. 26, 1996

0001990
VICKI D. PEGG
RECORDER

HL

94 JAN 31 PM 3:20
MONTGOMERY CO. OH
RECORDED

**EIGHTH AMENDMENT TO THE DECLARATION
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR VIENNA ESTATES**

94 JAN 31 PM 3:20
MONTGOMERY CO. OH
RECORDED

TRANSFERRED
OF
A.J. WAGNER
AUDITOR

This Agreement is made this 28TH day of January, 1994 by **ZENGEL CONSTRUCTION CO.**, an Ohio corporation, hereafter referred to as the "Declarant", for the purpose of adding additional land to the plan of development for Vienna Estates, a Planned Unit Development.

WITNESSETH:

THAT WHEREAS, the Declarant executed the Declaration of Covenants, Conditions, and Restrictions for Vienna Estates on August 10, 1991 which was filed of record on August 19, 1991 and is recorded as Microfiche No. 91-0452D08, Deed Records of Montgomery County; and,

WHEREAS, by virtue of Article II of the Declaration the Declarant reserved the right, at its sole discretion, to add any part of of the land referenced therein to the provisions of said Declaration; and

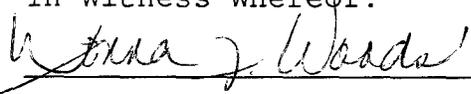
WHEREAS, the following described real estate is a part of the land that is referenced in the Declaration.

NOW, THEREFORE, the Declarant does hereby submit the following Lots to the Declaration of Covenants, Conditions and Restrictions for Vienna Estates dated August 10, 1991 and recorded as Microfiche No. 91-0452D08, Deed Records of Montgomery County, Ohio, and the drawings for the development filed in Plat Book "147", Page 26, Montgomery County Records and said property shall be subject to the terms and provisions of said Declaration.

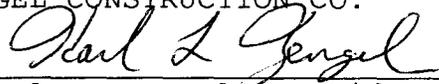
Situate in the Township of Miami, County of Montgomery and State of Ohio, and being Lots Seventeen (17) through Thirty-two (32), inclusive, of Vienna Estates Section Two, as recorded at Plat Book "155", page 52 of the Plat Records of Montgomery County, Ohio.

This Eighth Amendment is executed by the Declarant, Zengel Construction Co. in accordance with the provisions of Article XX, Section 1b. of the Declaration.

IN WITNESS WHEREOF, Zengel Construction Co. sets its hand this 28TH day of January, 1994.

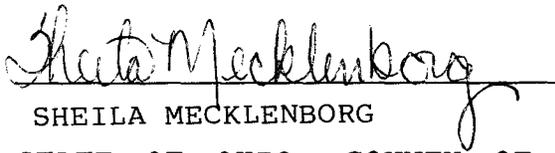
In Witness Whereof:


DONNA J. WOODS
(Signatures continued on next page)

ZENGEL CONSTRUCTION CO.
By 

Karl L. Zengel, President

See maps see plat book 155
page 50


SHEILA MECKLENBORG

By 
Adam J. Zengel, Secretary

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

Before me, the subscriber, a Notary Public in and for said County and State, personally appeared **KARL L. ZENGEL**, its President, and **ADAM J. ZENGEL**, its Secretary, on behalf of Zengel Construction Co., an Ohio corporation, whose name is subscribed to and which executed the foregoing instrument, for themselves and as such officers respectively, and for and on behalf of said corporation, acknowledged the signing and execution of said instrument as their free and voluntary act and deed, their free act and deed as such officers respectively, and the free and voluntary act and deed of said corporation on this 28th day of January, 1994.

This instrument prepared by
Charles F. Allbery, III,
Attorney at Law


Notary Public

DONNA J. WOODS, Notary Public
In and for the State of Ohio
My Commission Expires July 25, 1994

VICKI D PEGG
RECORDER

~~NINTH AMENDMENT TO THE DECLARATION~~
~~COVENANTS, CONDITIONS AND RESTRICTIONS~~
~~FOR VIENNA ESTATES~~

94 MAY 27 PM 2:03

MONTGOMERY CO OHIO
RECORDED

A.J. WAGNER
AUDITOR

March

This Agreement is made this 2ND day of ~~February~~, 1994 by ZENGEL CONSTRUCTION CO., an Ohio corporation, hereafter referred to as the "Declarant", for the purpose of adding additional land to the plan of development for Vienna Estates, a Planned Unit Development.

WITNESSETH:

THAT WHEREAS, the Declarant executed the Declaration of Covenants, Conditions, and Restrictions for Vienna Estates on August 10, 1991 which was filed of record on August 19, 1991 and is recorded as Microfiche No. 91-0452D08, Deed Records of Montgomery County; and

WHEREAS, by virtue of Article II of the Declaration the Declarant reserved the right, at its sole discretion, to add any part of of the land referenced therein to the provisions of said Declaration; and

WHEREAS, Replat Number One was accomplished by the recording of the First Amendment to the Declaration, as Microfiche No. 92-0041 D01 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number One in Plat Book "148" Page 43 Plat Records of Montgomery County, Ohio.

WHEREAS, Replat Number Two was accomplished by the recording of the Second Amendment to the Declaration, as Microfiche No. 92-0109 C12 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Two in Plat Book "149" Page 17 Plat Records of Montgomery County, Ohio; and,

WHEREAS, Replat Number Three was accomplished by the recording of the Third Amendment to the Declaration, as Microfiche No. 92-0154 C02 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Three in Plat Book "149" Page 27 Plat Records of Montgomery County, Ohio; and,

WHEREAS, Replat Number Four was accomplished by the recording of the Fourth Amendment to the Declaration, as Microfiche No. 92-0549 C03 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Four in Plat Book "151" Page 16 Plat Records of Montgomery County, Ohio; and,

WHEREAS, Replat Number Five was accomplished by the recording of the Fifth Amendment to the Declaration, as

Microfiche No. 92-0549 C06 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Five in Plat Book "151" Page 17 Plat Records of Montgomery County, Ohio;

WHEREAS, Replat Number Six was accomplished by the recording of the Sixth Amendment to the Declaration, as Microfiche No. 93-238 E02 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Five in Plat Book "153" Page 17 Plat Records of Montgomery County, Ohio;

WHEREAS, Replat Number Seven was accomplished by the recording of the Seventh Amendment to the Declaration, as Microfiche No. 93-801 D09 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Five in Plat Book "155" Page 31 Plat Records of Montgomery County, Ohio; and,

WHEREAS, the following described real estate is a part of the land that is referenced in the Declaration.

NOW, THEREFORE, the Declarant does hereby submit the following Lots to the Declaration of Covenants, Conditions and Restrictions for Vienna Estates dated August 10, 1991 and recorded as Microfiche No. 91-0452D08, Deed Records of Montgomery County, Ohio, and the drawings for the development filed in Plat Book "147", Page 26, Montgomery County Records and said property shall be subject to the terms and provisions of said Declaration.

Situate in the Township of Miami, County of Montgomery and State of Ohio, and being Lots 35A, 35B, 35C, 36A, 36B, and 36C of Vienna Estates Section One, Replat Number Eight, as recorded at Plat Book "156", page 47 of the Plat Records of Montgomery County, Ohio.

The pro-rata share of Common Expenses for the foregoing Lots and the Lots previously submitted to the provisions of the Declaration, determined in accordance with Article XIV, Section 3 of the Declaration, are as follows:

<u>Unit</u>	<u>Par Value</u>	<u>Percentage of Interest</u>
Lot 1A	1.0	2.97%
Lot 1B	0.8	2.37%
Lot 1C	1.0	2.97%
Lot 1D (Common Area)	0	0.00%
Lot 2A	1.0	2.97%
Lot 2B	0.8	2.37%
Lot 2C	1.0	2.97%

Lot 2D (Common Area)	0	0.00%
Lot 3A	1.0	2.97%
Lot 3B	0.9	2.67%
Lot 3C	1.0	2.97%
Lot 3D (Common Area)	0	0.00%
Lot 4A	1.0	2.97%
Lot 4B	0.9	2.67%
Lot 4C	1.0	2.97%
Lot 4D (Common Area)	0	0.00%
Lot 5A	1.0	2.97%
Lot 5B	0.8	2.37%
Lot 5C	1.0	2.97%
Lot 5D (Common Area)	0	0.00%
Lot 6A	1.0	2.97%
Lot 6B	0.9	2.67%
Lot 6C	1.0	2.97%
Lot 6D (Common Area)	0	0.00%
Lot 7A	1.0	2.97%
Lot 7B	0.9	2.67%
Lot 7C	1.0	2.97%
Lot 7D (Common Area)	0	0.00%
Lot 8A	1.0	2.97%
Lot 8B	1.0	2.97%
Lot 8C (Common Area)	0	0.00%
Lot 9A	1.0	2.97%
Lot 9B	1.0	2.97%
Lot 9C (Common Area)	0	0.00%
Lot 10A	1.0	2.97%
Lot 10B	0.8	2.37%
Lot 10C	1.0	2.97%
Lot 10D (Common Area)	0	0.00%
Lot 11A	1.0	2.97%
Lot 11B	0.9	2.67%
Lot 11C	1.0	2.97%
Lot 11D (Common Area)	0	0.00%
Lot 35A	1.0	2.97%
Lot 35B	1.0	2.97%
Lot 35C (Common Area)	0	0.00%
Lot 36A	1.0	2.97%
Lot 36B	1.0	2.97%
Lot 36C (Common Area)	0	0.00%

This Ninth Amendment is executed by the Declarant, Zengel Construction Co. in accordance with the provisions of Article XX, Section 1b. of the Declaration.

IN WITNESS WHEREOF, Zengel Construction Co. sets its hand this 2ND day of ~~February~~, 1994.
March

In Witness Whereof:

ZENGEL CONSTRUCTION CO.

Amy B. Doolgas

By Karl L. Zengel
Karl L. Zengel, President

Kristin Boeckley

By Adam J. Zengel
Adam J. Zengel, Secretary

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

Before me, the subscriber, a Notary Public in and for said County and State, personally appeared **KARL L. ZENGEL**, its President, and **ADAM J. ZENGEL**, its Secretary, on behalf of Zengel Construction Co., an Ohio corporation, whose name is subscribed to and which executed the foregoing instrument, for themselves and as such officers respectively, and for and on behalf of said corporation, acknowledged the signing and execution of said instrument as their free and voluntary act and deed, their free act and deed as such officers respectively, and the free and voluntary act and deed of said corporation on this 2ND day of ~~February~~, 1994.

KRISTIN L. BOECKLEY Notary Public
in and for the State of Ohio

My Commission Expires April 5 1998
This instrument prepared by
Charles F. Allbery, III,
Attorney at Law

March
Kristin Boeckley
Notary Public

Notary Public
Montgomery County, Ohio
My Commission Expires April 5 1998

VICKI D. PEUG
RECORDER

TENTH AMENDMENT TO THE DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR VIENNA ESTATES

NO TRANSFER NEEDED

AUG -3 AM 10: 43

91 AUG -3 AM 10: 36

MONTGOMERY CO. OHIO
RECORDED

A.J. WAGNER
AUDITOR

This Agreement is made this 20TH day of July, 1994 by GENERAL CONSTRUCTION CO., an Ohio corporation, hereafter referred to as the "Declarant", for the purpose of adding additional land to the plan of development for Vienna Estates, a Planned Unit Development.

WITNESSETH:

THAT WHEREAS, the Declarant executed the Declaration of Covenants, Conditions, and Restrictions for Vienna Estates on August 10, 1991 which was filed of record on August 19, 1991 and is recorded as Microfiche No. 91-0452D08, Deed Records of Montgomery County; and

WHEREAS, by virtue of Article II of the Declaration the Declarant reserved the right, at its sole discretion, to add any part of of the land referenced therein to the provisions of said Declaration; and

WHEREAS, Replats have been filed for the purpose of describing Lots for completed dwelling units and the common, as shown on Exhibit "A" attached hereto; and,

WHEREAS, the following described real estate is a part of the land that is referenced in the Declaration.

NOW, THEREFORE, the Declarant does hereby submit the following Lots to the Declaration of Covenants, Conditions and Restrictions for Vienna Estates dated August 10, 1991 and recorded as Microfiche No. 91-0452D08, Deed Records of Montgomery County, Ohio, and the drawings for the development filed in Plat Book "147", Page 26, Deed Records of Montgomery County, Ohio, as amended by the Eighth Amendment dated January 28, 1994 and recorded as Microfiche No. 94-0065 B05, Deed Records of Montgomery County, Ohio, and the Record Plan filed in Plat Book "155" Page 52, Plat Records of Montgomery County, Ohio, and to the Declaration for Storm Water Detention for Vienna Park, recorded as Microfiche No. 89-0079 A07, and as amended by the Third Amendment to the Declaration for Vienna Park dated August 25, 1983 and recorded as Microfiche No. 94-0065 B01, Deed Records of Montgomery County, Ohio, and said property shall be subject to the terms and provisions of said Declaration.

Situate in the Township of Miami, County of Montgomery and State of Ohio, and being Lots 17A, 17B, and 17C of Vienna Estates, Section Two, Replat Number One, as recorded at Plat Book "157", page 26 of the Plat Records of Montgomery County, Ohio.

The pro-rata share of Common Expenses for the foregoing Lots and the Lots previously submitted to the provisions of the Declaration, determined in accordance with Article XIV, Section 3 of the Declaration, are as follows:

<u>Unit</u>	<u>Par Value</u>	<u>Percentage of Interest</u>
Lot 1A	1.0	2.80%
Lot 1B	0.8	2.24%
Lot 1C	1.0	2.80%

Lot 1D (Common Area)	0	0.00%
Lot 2A	1.0	2.80%
Lot 2B	0.8	2.24%
Lot 2C	1.0	2.80%
Lot 2D (Common Area)	0	0.00%
Lot 3A	1.0	2.80%
Lot 3B	0.9	2.52%
Lot 3C	1.0	2.80%
Lot 3D (Common Area)	0	0.00%
Lot 4A	1.0	2.80%
Lot 4B	0.9	2.52%
Lot 4C	1.0	2.80%
Lot 4D (Common Area)	0	0.00%
Lot 5A	1.0	2.80%
Lot 5B	0.8	2.24%
Lot 5C	1.0	2.80%
Lot 5D (Common Area)	0	0.00%
Lot 6A	1.0	2.80%
Lot 6B	0.9	2.52%
Lot 6C	1.0	2.80%
Lot 6D (Common Area)	0	0.00%
Lot 7A	1.0	2.80%
Lot 7B	0.9	2.52%
Lot 7C	1.0	2.80%
Lot 7D (Common Area)	0	0.00%
Lot 8A	1.0	2.80%
Lot 8B	1.0	2.80%
Lot 8C (Common Area)	0	0.00%
Lot 9A	1.0	2.80%
Lot 9B	1.0	2.80%
Lot 9C (Common Area)	0	0.00%
Lot 10A	1.0	2.80%
Lot 10B	0.8	2.24%
Lot 10C	1.0	2.80%
Lot 10D (Common Area)	0	0.00%
Lot 11A	1.0	2.80%
Lot 11B	0.9	2.52%
Lot 11C	1.0	2.80%
Lot 11D (Common Area)	0	0.00%
Lot 17A	1.0	2.80%
Lot 17B	1.0	2.80%
Lot 17C (Common Area)	0	0.00%
Lot 35A	1.0	2.80%
Lot 35B	1.0	2.80%
Lot 35C (Common Area)	0	0.00%

Lot 36A	1.0	2.80%
Lot 36B	1.0	2.80%
Lot 36C (Common Area)	0	0.00%

This Tenth Amendment is executed by the Declarant, Zengel Construction Co. in accordance with the provisions of Article XX, Section 1b. of the Declaration.

IN WITNESS WHEREOF, Zengel Construction Co. sets its hand this 20th day of July, 1994.

In Witness Whereof:

Amy B. Rodgers
 AMY B. RODGERS
Paula C. Eck
 PAULA C. ECK

ZENGEL CONSTRUCTION CO.

By Karl L. Zengel
 Karl L. Zengel, President
 By Adam J. Zengel
 Adam J. Zengel, Secretary

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

Before me, the subscriber, a Notary Public in and for said County and State, personally appeared **KARL L. ZENGEL**, its President, and **ADAM J. ZENGEL**, its Secretary, on behalf of Zengel Construction Co., an Ohio corporation, whose name is subscribed to and which executed the foregoing instrument, for themselves and as such officers respectively, and for and on behalf of said corporation, acknowledged the signing and execution of said instrument as their free and voluntary act and deed, their free act and deed as such officers respectively, and the free and voluntary act and deed of said corporation on this 20th day of July, 1994.

This instrument prepared by
 Charles F. Allbery, III,
 Attorney at Law

Paula C. Eck
 Notary Public

PAULA C. ECK, Notary Public
 in and for the State of Ohio
 My Comm. Expires August 11, 1998

EXHIBIT "A"

Section One

Lot 1. Replat Number One was accomplished by the recording of the First Amendment to the Declaration, as Microfiche No. 92-0041 D01 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number One in Plat Book "148" Page 43 Plat Records of Montgomery County, Ohio.

Lot 2. Replat Number Two was accomplished by the recording of the Second Amendment to the Declaration, as Microfiche No. 92-0109 C12 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Two in Plat Book "149" Page 17 Plat Records of Montgomery County, Ohio.

Lot 3. Replat Number Three was accomplished by the recording of the Third Amendment to the Declaration, as Microfiche No. 92-0154 C02 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Three in Plat Book "149" Page 27 Plat Records of Montgomery County, Ohio.

Lots 4 & 10. Replat Number Four was accomplished by the recording of the Fourth Amendment to the Declaration, as Microfiche No. 92-0549 C03 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Four in Plat Book "151" Page 16 Plat Records of Montgomery County, Ohio.

Lot 9. Replat Number Five was accomplished by the recording of the Fifth Amendment to the Declaration, as Microfiche No. 92-0549 C06 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Five in Plat Book "151" Page 17 Plat Records of Montgomery County, Ohio.

Lots 5, 7 & 8. Replat Number Six was accomplished by the recording of the Seventh Amendment to the Declaration, as Microfiche No. 93-238 E02 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Six in Plat Book "153" Page 17 Plat Records of Montgomery County, Ohio.

Lots 6 & 11. Replat Number Seven was accomplished by the recording of the Eighth Amendment to the Declaration, as Microfiche No. 93-801 D09 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Seven in Plat Book "155" Page 31 Plat Records of Montgomery County, Ohio.

Lots 35 & 36. Replat Number Eight was accomplished by the recording of the Ninth Amendment to the Declaration, as Microfiche No. 94-65 B05 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Eight in Plat Book "156" Page 47 Plat Records of Montgomery County, Ohio.

Lots 17 through 32. These lots were added to the provisions of the Declaration upon the filing of the Record Plan for Vienna Estates Section Two, in Plat Book "155," Page 52, and of the Eighth Amendment to the Declaration, as Microfiche No. 94-0065 B05, Deed Records. These lots will be replatted as dwelling units are constructed.

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TRANSFERRED
 ELEVENTH AMENDMENT TO THE DECLARATION
 OF COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR VIENNA ESTATES

9
 MICRO. REC. RECORDER
 94 DEC 13 AM 11:37
 MONTGOMERY CO. OHIO
 RECORDED
 650
 *

This Agreement is made this 14th day of November, 1994 by ZENGEL CONSTRUCTION CO., an Ohio corporation, hereafter referred to as the "Declarant", for the purpose of adding additional land to the plan of development for Vienna Estates, a Planned Unit Development.

WITNESSETH:

THAT WHEREAS, the Declarant executed the Declaration of Covenants, Conditions, and Restrictions for Vienna Estates on August 10, 1991 which was filed of record on August 19, 1991 and is recorded as Microfiche No. 91-0452D08, Deed Records of Montgomery County; and

WHEREAS, by virtue of Article II of the Declaration the Declarant reserved the right, at its sole discretion, to add any part of of the land referenced therein to the provisions of said Declaration; and

WHEREAS, Replats have been filed for the purpose of describing Lots for completed dwelling units and the common, as shown on Exhibit "A" attached hereto; and,

WHEREAS, the following described real estate is a part of the land that is referenced in the Declaration.

NOW, THEREFORE, the Declarant does hereby submit the following Lots to the Declaration of Covenants, Conditions and Restrictions for Vienna Estates dated August 10, 1991 and recorded as Microfiche No. 91-0452D08, Deed Records of Montgomery County, Ohio, and the drawings for the development filed in Plat Book "147", Page 26, Deed Records of Montgomery County, Ohio, as amended by the Eighth Amendment dated January 28, 1994 and recorded as Microfiche No. 94-0065 B05, Deed Records of Montgomery County, Ohio, and the Record Plan filed in Plat Book "155" Page 52, Plat Records of Montgomery County, Ohio, and to the Declaration for Storm Water Detention for Vienna Park, recorded as Microfiche No. 89-0079 A07, and as amended by the Third Amendment to the Declaration for Vienna Park dated August 25, 1983 and recorded as Microfiche No. 94-0065 B01, Deed Records of Montgomery County, Ohio, and said property shall be subject to the terms and provisions of said Declaration.

Situate in the Township of Miami, County of Montgomery and State of Ohio, and being Lots 27A, 27B, 27C, 27D, 29A, 29B, 29C, and 29D of Vienna Estates, Section Two, Replat Number Two, as recorded at Plat Book "158", page 43 of the Plat Records of Montgomery County, Ohio.

The pro-rata share of Common Expenses for the foregoing Lots and the Lots previously submitted to the provisions of the Declaration, determined in accordance with Article XIV, Section 3 of the Declaration, are as follows:

<u>Unit</u>	<u>Par Value</u>	<u>Percentage of Interest</u>
Lot 1A	1.0	2.41%
Lot 1B	0.8	1.93%

Lot 1C	1.0	2.41%
Lot 1D (Common Area)	0	0.00%
Lot 2A	1.0	2.41%
Lot 2B	0.8	1.93%
Lot 2C	1.0	2.41%
Lot 2D (Common Area)	0	0.00%
Lot 3A	1.0	2.41%
Lot 3B	0.9	2.17%
Lot 3C	1.0	2.41%
Lot 3D (Common Area)	0	0.00%
Lot 4A	1.0	2.41%
Lot 4B	0.9	2.17%
Lot 4C	1.0	2.41%
Lot 4D (Common Area)	0	0.00%
Lot 5A	1.0	2.41%
Lot 5B	0.8	1.93%
Lot 5C	1.0	2.41%
Lot 5D (Common Area)	0	0.00%
Lot 6A	1.0	2.41%
Lot 6B	0.9	2.17%
Lot 6C	1.0	2.41%
Lot 6D (Common Area)	0	0.00%
Lot 7A	1.0	2.41%
Lot 7B	0.9	2.17%
Lot 7C	1.0	2.41%
Lot 7D (Common Area)	0	0.00%
Lot 8A	1.0	2.41%
Lot 8B	1.0	2.41%
Lot 8C (Common Area)	0	0.00%
Lot 9A	1.0	2.41%
Lot 9B	1.0	2.41%
Lot 9C (Common Area)	0	0.00%
Lot 10A	1.0	2.41%
Lot 10B	0.8	1.93%
Lot 10C	1.0	2.41%
Lot 10D (Common Area)	0	0.00%
Lot 11A	1.0	2.41%
Lot 11B	0.9	2.17%
Lot 11C	1.0	2.41%
Lot 11D (Common Area)	0	0.00%
Lot 17A	1.0	2.41%
Lot 17B	1.0	2.41%
Lot 17C (Common Area)	0	0.00%
Lot 27A	1.0	2.41%
Lot 27B	0.9	2.17%
Lot 27C	1.0	2.41%

Lot 27D (Common Area)	0	0.00%
Lot 29A	1.0	2.41%
Lot 29B	0.9	2.17%
Lot 29C	1.0	2.41%
Lot 29D (Common Area)	0	0.00%
Lot 35A	1.0	2.41%
Lot 35B	1.0	2.41%
Lot 35C (Common Area)	0	0.00%
Lot 36A	1.0	2.41%
Lot 36B	1.0	2.41%
Lot 36C (Common Area)	0	0.00%

This Eleventh Amendment is executed by the Declarant, Zengel Construction Co. in accordance with the provisions of Article XX, Section 1b. of the Declaration.

IN WITNESS WHEREOF, Zengel Construction Co. sets its hand this 14th day of November, 1994.

In Witness Whereof:

Stephen K. Zengel
Sheila M. Mecklenborg

ZENGEL CONSTRUCTION CO.

By Karl L. Zengel
Karl L. Zengel, President
By Adam J. Zengel
Adam J. Zengel, Secretary

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

Before me, the subscriber, a Notary Public in and for said County and State, personally appeared **KARL L. ZENGEL**, its President, and **ADAM J. ZENGEL**, its Secretary, on behalf of Zengel Construction Co., an Ohio corporation, whose name is subscribed to and which executed the foregoing instrument, for themselves and as such officers respectively, and for and on behalf of said corporation, acknowledged the signing and execution of said instrument as their free and voluntary act and deed, their free act and deed as such officers respectively, and the free and voluntary act and deed of said corporation on this 14th day of November, 1994.

This instrument prepared by
Charles F. Allbery, III,
Attorney at Law

Sheila M. Mecklenborg
Notary Public

SHEILA M. MECKLENBORG, Notary Public
In and for the State of Ohio
My Commission Expires Nov. 24, 1996

EXHIBIT "A"

Section One

Lot 1. Replat Number One was accomplished by the recording of the First Amendment to the Declaration, as Microfiche No. 92-0041 D01 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number One in Plat Book "148" Page 43 Plat Records of Montgomery County, Ohio.

Lot 2. Replat Number Two was accomplished by the recording of the Second Amendment to the Declaration, as Microfiche No. 92-0109 C12 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Two in Plat Book "149" Page 17 Plat Records of Montgomery County, Ohio.

Lot 3. Replat Number Three was accomplished by the recording of the Third Amendment to the Declaration, as Microfiche No. 92-0154 C02 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Three in Plat Book "149" Page 27 Plat Records of Montgomery County, Ohio.

Lots 4 & 10. Replat Number Four was accomplished by the recording of the Fourth Amendment to the Declaration, as Microfiche No. 92-0549 C03 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Four in Plat Book "151" Page 16 Plat Records of Montgomery County, Ohio.

Lot 9. Replat Number Five was accomplished by the recording of the Fifth Amendment to the Declaration, as Microfiche No. 92-0549 C06 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Five in Plat Book "151" Page 17 Plat Records of Montgomery County, Ohio.

Lots 5, 7 & 8. Replat Number Six was accomplished by the recording of the Seventh Amendment to the Declaration, as Microfiche No. 93-238 E02 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Six in Plat Book "153" Page 17 Plat Records of Montgomery County, Ohio.

Lots 6 & 11. Replat Number Seven was accomplished by the recording of the Eighth Amendment to the Declaration, as Microfiche No. 93-801 D09 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Seven in Plat Book "155" Page 31 Plat Records of Montgomery County, Ohio.

Lots 35 & 36. Replat Number Eight was accomplished by the recording of the Ninth Amendment to the Declaration, as Microfiche No. 94-65 B05 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Eight in Plat Book "156" Page 47 Plat Records of Montgomery County, Ohio.

Section Two

Lots 17 through 32. These lots were added to the provisions of the Declaration upon the filing of the Record Plan for Vienna Estates Section Two, in Plat Book "155." Page 52, and of the Eighth Amendment to the Declaration, as Microfiche No. 94-0065 B05, Deed Records. These lots will be replated as dwelling units are constructed.

Lot 17. Replat Number One of Section Two was accomplished by the recording of the Tenth Amendment to the Declaration, as Microfiche No. 94-0483 D01 Deed Records, and the filing of the Record Plan for Vienna Estates Section Two, Replat Number One in Plat Book "157" Page 25 Plat Records of Montgomery County, Ohio.

Common Area Expenses

1) Real estate taxes for common area - 5 acres Estimated valuation \$30,000 per acre	\$ 2,181.00	\$ 5.05
2) Lawn Service and maintenance - shelter area ...	\$ 1,200.00	2.78
3) Sprinkler maintenance & water	\$ 3,024.00	\$ 7.00
Total Estimated Common Area Expenses	\$ 6,405.00	\$14.83

Administration Costs

1) Fidelity insurance on trustees & officers	\$ 501.00	\$ 1.16
2) Estimated legal Expenses for year.....	\$ 500.00	1.16
3) Estimated Bookkeeping and administrative exp....	\$ 500.00	1.16
4) Miscellaneous reserve	\$ 837.00	1.94
Total Estimated Administration Costs	\$ 2,338.00	\$ 5.42
TOTAL OF ALL LISTINGS	\$ 45,361.00	\$105.00

26 - end units	x 1 =	26.00
4 - 2 story center units	x .9 =	3.60
6 - 1 story center units	x .8 =	4.80
		<u>34.40</u>

			Estimate per Month
END UNIT =	1 : 34.4 = .0291 X \$ 45,361 = \$ 1,320	: 12 =	\$ 110.00
CENTER 2 STORY =	.9 : 34.4 = .0262 X \$ 45,361 = \$ 1,188	: 12 =	\$ 99.00
CENTER 1 STORY =	.8 : 34.4 = .0233 X \$ 45,361 = \$ 1,057	: 12 =	\$ 88.00

* Insurance Costs

Total insurance amount \$ 4,890,000 : 36 = average \$ 135,833 per Unit	
Annual premium for 36 Units - fire and extended coverage	\$ 6,070.00
Liability \$ 1,000,000	359.00
Agreed amount	304.00
Total premium per year for 36 Units	\$ 6,733.00

Sprinkler system - estimate cost of operation per month \$ 7.00

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JOY A. CLARK
REC'D

95 MAR -1 PM 4:00

TWELFTH AMENDMENT TO THE DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR VIENNA ESTATES

MONTGOMERY CO. OHIO
RECORDED

65 20
L

This Agreement is made this 30th day of January, 1995 by ZENGEL CONSTRUCTION CO., an Ohio corporation, hereafter referred to as the "Declarant", for the purpose of adding additional land to the plan of development for Vienna Estates, a Planned Unit Development.

WITNESSETH:

Pa.

THAT WHEREAS, the Declarant executed the Declaration of Covenants, Conditions, and Restrictions for Vienna Estates on August 10, 1991 which was filed of record on August 19, 1991 and is recorded as Microfiche No. 91-0452D08, Deed Records of Montgomery County; and

WHEREAS, by virtue of Article II of the Declaration the Declarant reserved the right, at its sole discretion, to add any part of of the land referenced therein to the provisions of said Declaration; and

WHEREAS, Replats have been filed for the purpose of describing Lots for completed dwelling units and the common areas, as shown on Exhibit "A" attached hereto; and,

WHEREAS, the following described real estate is a part of the land that is referenced in the Declaration.

NOW, THEREFORE, the Declarant does hereby submit the following Lots to the Declaration of Covenants, Conditions and Restrictions for Vienna Estates dated August 10, 1991 and recorded as Microfiche No. 91-0452D08, Deed Records of Montgomery County, Ohio, and the drawings for the development filed in Plat Book "147", Page 26, Deed Records of Montgomery County, Ohio, as amended by the Eighth Amendment dated January 28, 1994 and recorded as Microfiche No. 94-0065 B05, Deed Records of Montgomery County, Ohio, and the Record Plan filed in Plat Book "155" Page 52, Plat Records of Montgomery County, Ohio, and to the Declaration for Storm Water Detention for Vienna Park, recorded as Microfiche No. 89-0079 A07, and as amended by the Third Amendment to the Declaration for Vienna Park dated August 25, 1983 and recorded as Microfiche No. 94-0065 B01, Deed Records of Montgomery County, Ohio, and said property shall be subject to the terms and provisions of said Declaration.

Situate in the Township of Miami, County of Montgomery and State of Ohio, and being Lots 18A, 18B, 18C, and 18D, (being a replat of Lot 18) and Lots 23A, 23B, and 23C, (being a replat of Lot 23), and Lots 28A, 28B, and 28C, (being a replat of Lot 28), of Vienna Estates, Section Two, Replat Number Three, as recorded at Plat Book "59", page 29 of the Plat Records of Montgomery County, Ohio.

The pro-rata share of Common Expenses for the foregoing Lots and the Lots previously submitted to the provisions of the Declaration, determined in accordance with Article XIV, Section 3 of the Declaration, are as follows:

<u>Unit</u>	<u>Par Value</u>	<u>Percentage of Interest</u>
Lot 1A	1.0	2.07%
Lot 1B	0.8	1.65%

For Maps See Plat Book 159 page 29

NO TRANSFER NEEDED

95 MAR -1 PM 3:37

A.J. WAGNER
REC'D

DEED 95-0106 D06

Lot 1C	1.0	2.07%
Lot 1D (Common Area)	0	0.00%
Lot 2A	1.0	2.07%
Lot 2B	0.8	1.65%
Lot 2C	1.0	2.07%
Lot 2D (Common Area)	0	0.00%
Lot 3A	1.0	2.07%
Lot 3B	0.9	1.86%
Lot 3C	1.0	2.07%
Lot 3D (Common Area)	0	0.00%
Lot 4A	1.0	2.07%
Lot 4B	0.9	1.86%
Lot 4C	1.0	2.07%
Lot 4D (Common Area)	0	0.00%
Lot 5A	1.0	2.07%
Lot 5B	0.8	1.65%
Lot 5C	1.0	2.07%
Lot 5D (Common Area)	0	0.00%
Lot 6A	1.0	2.07%
Lot 6B	0.9	1.86%
Lot 6C	1.0	2.07%
Lot 6D (Common Area)	0	0.00%
Lot 7A	1.0	2.07%
Lot 7B	0.9	1.86%
Lot 7C	1.0	2.07%
Lot 7D (Common Area)	0	0.00%
Lot 8A	1.0	2.07%
Lot 8B	1.0	2.07%
Lot 8C (Common Area)	0	0.00%
Lot 9A	1.0	2.07%
Lot 9B	1.0	2.07%
Lot 9C (Common Area)	0	0.00%
Lot 10A	1.0	2.07%
Lot 10B	0.8	1.65%
Lot 10C	1.0	2.07%
Lot 10D (Common Area)	0	0.00%
Lot 11A	1.0	2.07%
Lot 11B	0.9	1.86%
Lot 11C	1.0	2.07%
Lot 11D (Common Area)	0	0.00%
Lot 17A	1.0	2.07%
Lot 17B	1.0	2.07%
Lot 17C (Common Area)	0	0.00%
Lot 18A	1.0	2.07%
Lot 18B	0.8	1.65%
Lot 18C	1.0	2.07%
Lot 18D (Common Area)	0	0.00%

Lot 23A	1.0	2.07%
Lot 23B	1.0	2.07%
Lot 23C (Common Area)	0	0.00%
Lot 27A	1.0	2.07%
Lot 27B	0.9	1.86%
Lot 27C	1.0	2.07%
Lot 27D (Common Area)	0	0.00%
Lot 28A	1.0	2.07%
Lot 28B	1.0	2.07%
Lot 28C (Common Area)	0	0.00%
Lot 29A	1.0	2.07%
Lot 29B	0.9	1.86%
Lot 29C	1.0	2.07%
Lot 29D (Common Area)	0	0.00%
Lot 35A	1.0	2.07%
Lot 35B	1.0	2.07%
Lot 35C (Common Area)	0	0.00%
Lot 36A	1.0	2.07%
Lot 36B	1.0	2.07%
Lot 36C (Common Area)	0	0.00%

This Thirteenth Amendment is executed by the Declarant, Zengel Construction Co. in accordance with the provisions of Article XX, Section 1b. of the Declaration.

IN WITNESS WHEREOF, Zengel Construction Co. sets its hand this 30 day of January, 1995.

In Witness Whereof:

ZENGEL CONSTRUCTION CO.

Charles F. Allbery, III

By Karl L. Zengel
Karl L. Zengel, President

George Zengel

By George Zengel
George Zengel, Treasurer

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

Before me, the subscriber, a Notary Public in and for said County and State, personally appeared **KARL L. ZENGEL**, its President, and **GEORGE ZENGEL**, its Treasurer, on behalf of Zengel Construction Co., an Ohio corporation, whose name is subscribed to and which executed the foregoing instrument, for themselves and as such officers respectively, and for and on behalf of said corporation, acknowledged the signing and execution of said instrument as their free and voluntary act and deed, their free act and deed as such officers respectively, and the free and voluntary act and deed of said corporation on this 30th day of January, 1995.

Charles F. Allbery, III
Notary Public

This instrument prepared by
Charles F. Allbery, III,
Attorney at Law

EXHIBIT "A"

Section One

Lot 1. Replat Number One was accomplished by the recording of the First Amendment to the Declaration, as Microfiche No. 92-0041 D01 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number One in Plat Book "148" Page 43 Plat Records of Montgomery County, Ohio.

Lot 2. Replat Number Two was accomplished by the recording of the Second Amendment to the Declaration, as Microfiche No. 92-0109 C12 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Two in Plat Book "149" Page 17 Plat Records of Montgomery County, Ohio.

Lot 3. Replat Number Three was accomplished by the recording of the Third Amendment to the Declaration, as Microfiche No. 92-0154 C02 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Three in Plat Book "149" Page 27 Plat Records of Montgomery County, Ohio.

Lots 4 & 10. Replat Number Four was accomplished by the recording of the Fourth Amendment to the Declaration, as Microfiche No. 92-0549 C03 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Four in Plat Book "151" Page 16 Plat Records of Montgomery County, Ohio.

Lot 9. Replat Number Five was accomplished by the recording of the Fifth Amendment to the Declaration, as Microfiche No. 92-0549 C06 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Five in Plat Book "151" Page 17 Plat Records of Montgomery County, Ohio.

Lots 5, 7 & 8. Replat Number Six was accomplished by the recording of the Seventh Amendment to the Declaration, as Microfiche No. 93-238 E02 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Six in Plat Book "153" Page 17 Plat Records of Montgomery County, Ohio.

Lots 6 & 11. Replat Number Seven was accomplished by the recording of the Eighth Amendment to the Declaration, as Microfiche No. 93-801 D09 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Seven in Plat Book "155" Page 31 Plat Records of Montgomery County, Ohio.

Lots 35 & 36. Replat Number Eight was accomplished by the recording of the Ninth Amendment to the Declaration, as Microfiche No. 94-65 B05 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Eight in Plat Book "156" Page 47 Plat Records of Montgomery County, Ohio.

Section Two

Lots 17 through 32. These lots were added to the provisions of the Declaration upon the filing of the Record Plan for Vienna Estates Section Two, in Plat Book "155," Page 52, and of the Eighth Amendment to the Declaration, as Microfiche No. 94-0065 B05, Deed Records. These lots will be replatted as dwelling units are constructed.

Lot 17. Replat Number One of Section Two was accomplished by the recording of the Tenth Amendment to the Declaration, as Microfiche No. 94-0483 D01 Deed Records, and the filing of the Record Plan for Vienna Estates Section Two, Replat Number One in Plat Book "157" Page 25 Plat Records of Montgomery County, Ohio.

Lots 27 & 29. Replat Number Two of Section Two was accomplished by the recording of the Eleventh Amendment to the Declaration, as Microfiche No. 94-0773 D01 Deed Records, and the filing of the Record Plan for Vienna Estates Section Two, Replat Number One in Plat Book "158" Page 43 Plat Records of Montgomery County, Ohio.

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THIRTEENTH AMENDMENT TO THE DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR VIENNA ESTATES

This Agreement is made this 12th day of July, 1995 by **ZENGER CONSTRUCTION CO.**, an Ohio corporation, hereafter referred to as the "Declarant", for the purpose of adding additional land to the plan of development for Vienna Estates Planned Unit Development.

JOY A. CLARK
RECORDED
AUG 11 1995
PM 2:20

MONTEGOMERY CO OHIO
RECORDED

WITNESSETH:

THAT WHEREAS, the Declarant executed the Declaration of Covenants, Conditions, and Restrictions for Vienna Estates on August 10, 1991 which was filed of record on August 19, 1991 and is recorded as Microfiche No. 91-0452D08, Deed Records of Montgomery County; and

WHEREAS, by virtue of Article II of the Declaration the Declarant reserved the right, at its sole discretion, to add any part of of the land referenced therein to the provisions of said Declaration; and

WHEREAS, Replats have been filed for the purpose of describing Lots for completed dwelling units and the common areas, as shown on Exhibit "A" attached hereto; and,

WHEREAS, the following described real estate is a part of the land that is referenced in the Declaration.

NOW, THEREFORE, the Declarant does hereby submit the following Lots to the Declaration of Covenants, Conditions and Restrictions for Vienna Estates dated August 10, 1991 and recorded as Microfiche No. 91-0452D08, Deed Records of Montgomery County, Ohio, and the drawings for the development filed in Plat Book "147", Page 26, Deed Records of Montgomery County, Ohio, as amended by the Eighth Amendment dated January 28, 1994 and recorded as Microfiche No. 94-0065 B05, Deed Records of Montgomery County, Ohio, and the Record Plan filed in Plat Book "155" Page 52, Plat Records of Montgomery County, Ohio, and to the Declaration for Storm Water Detention for Vienna Park, recorded as Microfiche No. 89-0079 A07, and as amended by the Third Amendment to the Declaration for Vienna Park dated August 25, 1983 and recorded as Microfiche No. 94-0065 B01, Deed Records of Montgomery County, Ohio, and said property shall be subject to the terms and provisions of said Declaration.

Situate in the Township of Miami, County of Montgomery and State of Ohio, and being Lots 21A, 21B, and 21C, (being a replat of Lot 21), and Lots 24A, 24B, and 24C, (being a replat of Lot 24), of Vienna Estates, Section Two, Replat Number Four, as recorded at Plat Book "161", page 4 of the Plat Records of Montgomery County, Ohio.

The pro-rata share of Common Expenses for the foregoing Lots and the Lots previously submitted to the provisions of the Declaration, determined in accordance with Article XIV, Section 3 of the Declaration, are as follows:

<u>Unit</u>	<u>Par Value</u>	<u>Percentage of Interest</u>
Lot 1A		1.91%

WAGNER
AUG 11 1995
PM 2:11
TRANSFERRED

95-484 E07

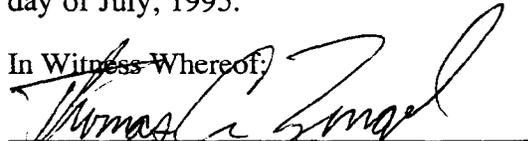
Lot 1B	0.8	1.53%
Lot 1C	1.0	1.91%
Lot 1D (Common Area)	0	0.00%
Lot 2A	1.0	1.91%
Lot 2B	0.8	1.53%
Lot 2C	1.0	1.91%
Lot 2D (Common Area)	0	0.00%
Lot 3A	1.0	1.91%
Lot 3B	0.9	1.72%
Lot 3C	1.0	1.91%
Lot 3D (Common Area)	0	0.00%
Lot 4A	1.0	1.91%
Lot 4B	0.9	1.72%
Lot 4C	1.0	1.91%
Lot 4D (Common Area)	0	0.00%
Lot 5A	1.0	1.91%
Lot 5B	0.8	1.53%
Lot 5C	1.0	1.91%
Lot 5D (Common Area)	0	0.00%
Lot 6A	1.0	1.91%
Lot 6B	0.9	1.72%
Lot 6C	1.0	1.91%
Lot 6D (Common Area)	0	0.00%
Lot 7A	1.0	1.91%
Lot 7B	0.9	1.72%
Lot 7C	1.0	1.91%
Lot 7D (Common Area)	0	0.00%
Lot 8A	1.0	1.91%
Lot 8B	1.0	1.91%
Lot 8C (Common Area)	0	0.00%
Lot 9A	1.0	1.91%
Lot 9B	1.0	1.91%
Lot 9C (Common Area)	0	0.00%
Lot 10A	1.0	1.91%
Lot 10B	0.8	1.53%
Lot 10C	1.0	1.91%
Lot 10D (Common Area)	0	0.00%
Lot 11A	1.0	1.91%
Lot 11B	0.9	1.72%
Lot 11C	1.0	1.91%
Lot 11D (Common Area)	0	0.00%
Lot 17A	1.0	1.91%
Lot 17B	1.0	1.91%
Lot 17C (Common Area)	0	0.00%
Lot 18A	1.0	1.91%
Lot 18B	0.8	1.53%

Lot 18C	1.0	1.91%
Lot 18D (Common Area)	0	0.00%
Lot 21A	1.0	1.91%
Lot 21B	1.0	1.91%
Lot 21C (Common Area)	0	0.00%
Lot 23A	1.0	1.91%
Lot 23B	1.0	1.91%
Lot 23C (Common Area)	0	0.00%
Lot 24A	1.0	1.91%
Lot 24B	1.0	1.91%
Lot 24C (Common Area)	0	0.00%
Lot 27A	1.0	1.91%
Lot 27B	0.9	1.72%
Lot 27C	1.0	1.91%
Lot 27D (Common Area)	0	0.00%
Lot 28A	1.0	1.91%
Lot 28B	1.0	1.91%
Lot 28C (Common Area)	0	0.00%
Lot 29A	1.0	1.91%
Lot 29B	0.9	1.72%
Lot 29C	1.0	1.91%
Lot 29D (Common Area)	0	0.00%
Lot 35A	1.0	1.91%
Lot 35B	1.0	1.91%
Lot 35C (Common Area)	0	0.00%
Lot 36A	1.0	1.91%
Lot 36B	1.0	1.91%
Lot 36C (Common Area)	0	0.00%

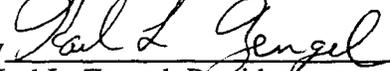
This Thirteenth Amendment is executed by the Declarant, Zengel Construction Co. in accordance with the provisions of Article XX, Section 1b. of the Declaration.

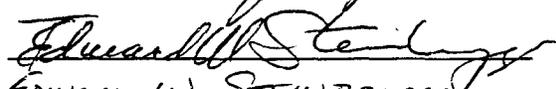
IN WITNESS WHEREOF, Zengel Construction Co. sets its hand this 12TH day of July, 1995.

In Witness Whereof:


 THOMAS C. ZENGEL

ZENGEL CONSTRUCTION CO.

By 
 Karl L. Zengel, President

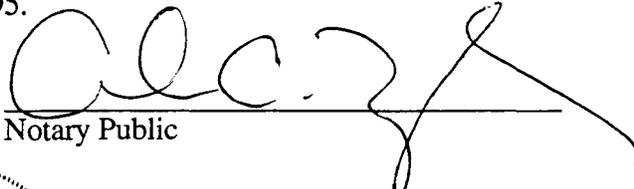

 EDWARD W. STEINBRUGGE

By 
 Adam J. Zengel, Secretary

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

Before me, the subscriber, a Notary Public in and for said County and State, personally appeared **KARL L. ZENGEL**, its President, and **ADAM J. ZENGEL**, its Secretary, on behalf of Zengel Construction Co., an Ohio corporation, whose name is subscribed to and which executed the foregoing instrument, for themselves and as such

officers respectively, and for and on behalf of said corporation, acknowledged the signing and execution of said instrument as their free and voluntary act and deed, their free act and deed as such officers respectively, and the free and voluntary act and deed of said corporation on this 12TH day of July, 1995.



Notary Public

This instrument prepared by
Charles F. Allbery, III,
Attorney at Law



ADAM C. ZENGEL, Notary Public
In and for the State of Ohio
My Commission Expires February 28, 2000

EXHIBIT "A"

Section One

Lot 1. Replat Number One was accomplished by the recording of the First Amendment to the Declaration, as Microfiche No. 92-0041 D01 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number One in Plat Book "148" Page 43 Plat Records of Montgomery County, Ohio.

Lot 2. Replat Number Two was accomplished by the recording of the Second Amendment to the Declaration, as Microfiche No. 92-0109 C12 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Two in Plat Book "149" Page 17 Plat Records of Montgomery County, Ohio.

Lot 3. Replat Number Three was accomplished by the recording of the Third Amendment to the Declaration, as Microfiche No. 92-0154 C02 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Three in Plat Book "149" Page 27 Plat Records of Montgomery County, Ohio.

Lots 4 & 10. Replat Number Four was accomplished by the recording of the Fourth Amendment to the Declaration, as Microfiche No. 92-0549 C03 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Four in Plat Book "151" Page 16 Plat Records of Montgomery County, Ohio.

Lot 9. Replat Number Five was accomplished by the recording of the Fifth Amendment to the Declaration, as Microfiche No. 92-0549 C06 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Five in Plat Book "151" Page 17 Plat Records of Montgomery County, Ohio.

Lots 5, 7 & 8. Replat Number Six was accomplished by the recording of the Seventh Amendment to the Declaration, as Microfiche No. 93-238 E02 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Six in Plat Book "153" Page 17 Plat Records of Montgomery County, Ohio.

Lots 6 & 11. Replat Number Seven was accomplished by the recording of the Eighth Amendment to the Declaration, as Microfiche No. 93-801 D09 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Seven in Plat Book "155" Page 31 Plat Records of Montgomery County, Ohio.

Lots 35 & 36. Replat Number Eight was accomplished by the recording of the Ninth Amendment to the Declaration, as Microfiche No. 94-65 B05 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Eight in Plat Book "156" Page 47 Plat Records of Montgomery County, Ohio.

Section Two

Lots 17 through 32. These lots were added to the provisions of the Declaration upon the filing of the Record Plan for Vienna Estates Section Two, in Plat Book "155," Page 52, and of the Eighth Amendment to the Declaration, as Microfiche No. 94-0065 B05, Deed Records. These lots will be replatted as dwelling units are constructed.

Lot 17. Replat Number One of Section Two was accomplished by the recording of the Tenth Amendment to the Declaration, as Microfiche No. 94-0483 D01 Deed Records, and the filing of the Record Plan for Vienna Estates Section Two, Replat Number One in Plat Book "157" Page 25 Plat Records of Montgomery County, Ohio.

Lots 27 & 29. Replat Number Two of Section Two was accomplished by the recording of the Eleventh Amendment to the Declaration, as Microfiche No. 94-0773 D01 Deed Records, and the filing of the Record Plan for Vienna Estates Section Two, Replat Number Two in Plat Book "158" Page 43 Plat Records of Montgomery County, Ohio.

Lots 18, 23 & 28. Replat Number Three of Section Two was accomplished by the recording of the Twelfth Amendment to the Declaration, as Microfiche No. 95-106 D06 Deed Records, and the filing of the Record Plan for Vienna Estates Section Two, Replat Number Three in Plat Book "159" Page 29 Plat Records of Montgomery County, Ohio.

TRANSFERRED
55 AUG 11 PM 2:11
A. J. WAGNER
AUDITOR

*for maps see Plat book 162
page 32*

12 12.26

0025870
0025871
0025872

**FOURTEENTH AMENDMENT TO THE DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR VIENNA ESTATES**

NO TRANSFER NEEDED
95 DEC 26 PM 3:10

A.J. WAGNER
AUDITOR

0025874

This Agreement is made this 19th day of December, 1995 by **CONSTRUCTION CO.**, an Ohio corporation, hereafter referred to as the "Declarant", for the purpose of adding additional land to the plan of development for Vienna Estates, a Planned Unit Development.

WITNESSETH:

THAT WHEREAS, the Declarant executed the Declaration of Covenants, Conditions, and Restrictions for Vienna Estates on August 10, 1991 which was filed of record on August 19, 1991 and is recorded as Microfiche No. 91-0452D08, Deed Records of Montgomery County; and

WHEREAS, by virtue of Article II of the Declaration the Declarant reserved the right, at its sole discretion, to add any part of of the land referenced therein to the provisions of said Declaration; and

WHEREAS, Replats have been filed for the purpose of describing Lots for completed dwelling units and the common areas, as shown on Exhibit "A" attached hereto; and,

WHEREAS, the following described real estate is a part of the land that is referenced in the Declaration.

NOW, THEREFORE, the Declarant does hereby submit the following Lots to the Declaration of Covenants, Conditions and Restrictions for Vienna Estates dated August 10, 1991 and recorded as Microfiche No. 91-0452D08, Deed Records of Montgomery County, Ohio, and the drawings for the development filed in Plat Book "147", Page 26, Deed Records of Montgomery County, Ohio, as amended by the Eighth Amendment dated January 28, 1994 and recorded as Microfiche No. 94-0065 B05, Deed Records of Montgomery County, Ohio, and the Record Plan filed in Plat Book "155" Page 52, Plat Records of Montgomery County, Ohio, and to the Declaration for Storm Water Detention for Vienna Park, recorded as Microfiche No. 89-0079 A07, and as amended by the Third Amendment to the Declaration for Vienna Park dated August 25, 1983 and recorded as Microfiche No. 94-0065 A02, Deed Records of Montgomery County, Ohio, and said property shall be subject to the terms and provisions of said Declaration.

1988
Situate in the Township of Miami, County of Montgomery and State of Ohio, and being Lots 19A, 19B, 19C, and 19D, (being a replat of Lot 19), and Lots 26A, 26B, 26C, and 26D, (being a replat of Lot 26), of Vienna Estates, Section Two, Replat Number Five, as recorded at Plat Book "162", page 32 of the Plat Records of Montgomery County, Ohio.

The pro-rata share of Common Expenses for the foregoing Lots and the Lots previously submitted to the provisions of the Declaration, determined in accordance with Article XIV, Section 3 of the Declaration, are as follows:

<u>Unit</u>	<u>Par Value</u>	<u>Percentage of Interest</u>
Lot 1A	1.0	1.71%
Lot 1B	0.8	1.37%

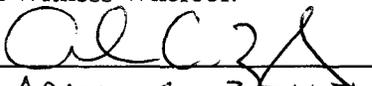
Lot 1C	1.0	1.71%
Lot 1D (Common Area)	0	0.00%
Lot 2A	1.0	1.71%
Lot 2B	0.8	1.37%
Lot 2C	1.0	1.71%
Lot 2D (Common Area)	0	0.00%
Lot 3A	1.0	1.71%
Lot 3B	0.9	1.54%
Lot 3C	1.0	1.71%
Lot 3D (Common Area)	0	0.00%
Lot 4A	1.0	1.71%
Lot 4B	0.9	1.54%
Lot 4C	1.0	1.71%
Lot 4D (Common Area)	0	0.00%
Lot 5A	1.0	1.71%
Lot 5B	0.8	1.37%
Lot 5C	1.0	1.71%
Lot 5D (Common Area)	0	0.00%
Lot 6A	1.0	1.71%
Lot 6B	0.9	1.54%
Lot 6C	1.0	1.71%
Lot 6D (Common Area)	0	0.00%
Lot 7A	1.0	1.71%
Lot 7B	0.9	1.54%
Lot 7C	1.0	1.71%
Lot 7D (Common Area)	0	0.00%
Lot 8A	1.0	1.71%
Lot 8B	1.0	1.71%
Lot 8C (Common Area)	0	0.00%
Lot 9A	1.0	1.71%
Lot 9B	1.0	1.71%
Lot 9C (Common Area)	0	0.00%
Lot 10A	1.0	1.71%
Lot 10B	0.8	1.37%
Lot 10C	1.0	1.71%
Lot 10D (Common Area)	0	0.00%
Lot 11A	1.0	1.71%
Lot 11B	0.9	1.54%
Lot 11C	1.0	1.71%
Lot 11D (Common Area)	0	0.00%
Lot 17A	1.0	1.71%
Lot 17B	1.0	1.71%
Lot 17C (Common Area)	0	0.00%
Lot 18A	1.0	1.71%
Lot 18B	0.8	1.37%
Lot 18C	1.0	1.71%

Lot 18D (Common Area)	0	0.00%
Lot 19A	1.1	1.88%
Lot 19B	1.0	1.71%
Lot 19C	1.1	1.88%
Lot 19D (Common Area)	0	0.00%
Lot 21A	1.0	1.71%
Lot 21B	1.0	1.71%
Lot 21C (Common Area)	0	0.00%
Lot 23A	1.0	1.71%
Lot 23B	1.0	1.71%
Lot 23C (Common Area)	0	0.00%
Lot 24A	1.0	1.71%
Lot 24B	1.0	1.71%
Lot 24C (Common Area)	0	0.00%
Lot 26A	1.1	1.88%
Lot 26B	0.9	1.54%
Lot 26C	1.1	1.88%
Lot 26D (Common Area)	0	0.00%
Lot 27A	1.0	1.71%
Lot 27B	0.9	1.54%
Lot 27C	1.0	1.71%
Lot 27D (Common Area)	0	0.00%
Lot 28A	1.0	1.71%
Lot 28B	1.0	1.71%
Lot 28C (Common Area)	0	0.00%
Lot 29A	1.0	1.71%
Lot 29B	0.9	1.54%
Lot 29C	1.0	1.71%
Lot 29D (Common Area)	0	0.00%
Lot 35A	1.0	1.71%
Lot 35B	1.0	1.71%
Lot 35C (Common Area)	0	0.00%
Lot 36A	1.0	1.71%
Lot 36B	1.0	1.71%
Lot 36C (Common Area)	0	0.00%

This Fourteenth Amendment is executed by the Declarant, Zengel Construction Co. in accordance with the provisions of Article XX, Section 1b. of the Declaration.

IN WITNESS WHEREOF, Zengel Construction Co. sets its hand this 19th day of December, 1995.

In Witness Whereof:


 ADAM C. ZENGE
 (signature page continues)

ZENGEL CONSTRUCTION CO.

By 
 Karl L. Zengel, President

Ralph D. Amos
RALPH D. AMOS

By Adam J. Zengel
Adam J. Zengel, Secretary

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

Before me, the subscriber, a Notary Public in and for said County and State, personally appeared **KARL L. ZENGEL**, its President, and **ADAM J. ZENGEL**, its Secretary, on behalf of Zengel Construction Co., an Ohio corporation, whose name is subscribed to and which executed the foregoing instrument, for themselves and as such officers respectively, and for and on behalf of said corporation, acknowledged the signing and execution of said instrument as their free and voluntary act and deed, their free act and deed as such officers respectively, and the free and voluntary act and deed of said corporation on this 19th day of December, 1995.

This instrument prepared by
Charles F. Allbery, III,
Attorney at Law

Adam C. Zengel
Notary Public



ADAM C. ZENGEL, Notary Public
In and for the State of Ohio
My Commission Expires February 28, 2000

JOY A. CLARK
RECORDER
95 DEC 26 PM 3:29
MONTGOMERY CO. OHIO
RECORDED
7320
7

EXHIBIT "A"

Section One

Lot 1. Replat Number One was accomplished by the recording of the First Amendment to the Declaration, as Microfiche No. 92-0041 D01 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number One in Plat Book "148" Page 43 Plat Records of Montgomery County, Ohio.

Lot 2. Replat Number Two was accomplished by the recording of the Second Amendment to the Declaration, as Microfiche No. 92-0109 C12 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Two in Plat Book "149" Page 17 Plat Records of Montgomery County, Ohio.

Lot 3. Replat Number Three was accomplished by the recording of the Third Amendment to the Declaration, as Microfiche No. 92-0154 C02 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Three in Plat Book "149" Page 27 Plat Records of Montgomery County, Ohio.

Lots 4 & 10. Replat Number Four was accomplished by the recording of the Fourth Amendment to the Declaration, as Microfiche No. 92-0549 C03 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Four in Plat Book "151" Page 16 Plat Records of Montgomery County, Ohio.

Lot 9. Replat Number Five was accomplished by the recording of the Fifth Amendment to the Declaration, as Microfiche No. 92-0549 C06 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Five in Plat Book "151" Page 17 Plat Records of Montgomery County, Ohio.

Lots 5, 7 & 8. Replat Number Six was accomplished by the recording of the Seventh Amendment to the Declaration, as Microfiche No. 93-238 E02 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Six in Plat Book "153" Page 17 Plat Records of Montgomery County, Ohio.

Lots 6 & 11. Replat Number Seven was accomplished by the recording of the Eighth Amendment to the Declaration, as Microfiche No. 93-801 D09 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Seven in Plat Book "155" Page 31 Plat Records of Montgomery County, Ohio.

Lots 35 & 36. Replat Number Eight was accomplished by the recording of the Ninth Amendment to the Declaration, as Microfiche No. 94-65 B05 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Eight in Plat Book "156" Page 47 Plat Records of Montgomery County, Ohio.

Section Two

Lots 17 through 32. These lots were added to the provisions of the Declaration upon the filing of the Record Plan for Vienna Estates Section Two, in Plat Book "155," Page 52, and of the Eighth Amendment to the Declaration, as Microfiche No. 94-0065 B05, Deed Records. These lots will be replatted as dwelling units are constructed.

Lot 17. Replat Number One of Section Two was accomplished by the recording of the Tenth Amendment to the Declaration, as Microfiche No. 94-0483 D01 Deed Records, and the filing of the Record Plan for Vienna Estates Section Two, Replat Number One in Plat Book "157" Page 25 Plat Records of Montgomery County, Ohio.

Lots 27 & 29. Replat Number Two of Section Two was accomplished by the recording of the Eleventh Amendment to the Declaration, as Microfiche No. 94-0773 D01 Deed Records, and the filing of the Record Plan for Vienna Estates Section Two, Replat Number Two in Plat Book "158" Page 43 Plat Records of Montgomery County, Ohio.

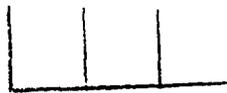
Lots 18, 23 & 28. Replat Number Three of Section Two was accomplished by the recording of the Twelfth Amendment to the Declaration, as Microfiche No. 95-106 D06 Deed Records, and the filing of the Record Plan for Vienna Estates Section Two, Replat Number Three in Plat Book "159" Page 29 Plat Records of Montgomery County, Ohio.

Lots 21 & 24. Replat Number Four of Section Two was accomplished by the recording of the Thirteenth Amendment to the Declaration, as Microfiche No. 95-484 E07 Deed Records, and the filing of the Record Plan for Vienna Estates Section Two, Replat Number Four in Plat Book "161" Page 4 Plat Records of Montgomery County, Ohio.

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0016288



JOY A. CLARK
RECORDER

FIFTEENTH AMENDMENT TO THE DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR VIENNA ESTATES
MONTGOMERY CO. OHIO
RECORDED

96 AUG -5 AM 11:44

This Agreement is made this 19th day of July, 1996 by ZENGEL CONSTRUCTION CO., an Ohio corporation, hereafter referred to as the "Declarant", for the purpose of adding additional land to the plan of development for Vienna Estates, a Planned Unit Development.

13.20
L

WITNESSETH:

THAT WHEREAS, the Declarant executed the Declaration of Covenants, Conditions, and Restrictions for Vienna Estates on August 10, 1991 which was filed of record on August 19, 1991 and is recorded as Microfiche No. 91-0452D08, Deed Records of Montgomery County; and

WHEREAS, by virtue of Article II of the Declaration the Declarant reserved the right, at its sole discretion, to add any part of of the land referenced therein to the provisions of said Declaration; and

WHEREAS, Replats have been filed for the purpose of describing Lots for completed dwelling units and the common areas, as shown on Exhibit "A" attached hereto; and,

WHEREAS, the following described real estate is a part of the land that is referenced in the Declaration.

NOW, THEREFORE, the Declarant does hereby submit the following Lots to the Declaration of Covenants, Conditions and Restrictions for Vienna Estates dated August 10, 1991 and recorded as Microfiche No. 91-0452D08, Deed Records of Montgomery County, Ohio, and the drawings for the development filed in Plat Book "147", Page 26, Deed Records of Montgomery County, Ohio, as amended by the Eighth Amendment dated January 28, 1994 and recorded as Microfiche No. 94-0065 B05, Deed Records of Montgomery County, Ohio, and the Record Plan filed in Plat Book "155" Page 52, Plat Records of Montgomery County, Ohio, and to the Declaration for Storm Water Detention for Vienna Park, recorded as Microfiche No. 89-0079 A07, and as amended by the Third Amendment to the Declaration for Vienna Park dated August 25, 1983 and recorded as Microfiche No. 94-0065 A02, Deed Records of Montgomery County, Ohio, and said property shall be subject to the terms and provisions of said Declaration.

Situate in the Township of Miami, County of Montgomery and State of Ohio, and being Lots 25A, 25B, 25C, and 25D, (being a replat of Lot 25), and Lots 31A, 31B, and 31C, (being a replat of Lot 31), of Vienna Estates, Section Two, Replat Number Six, as recorded at Plat Book "164", page 39 of the Plat Records of Montgomery County, Ohio.

The pro-rata share of Common Expenses for the foregoing Lots and the Lots previously submitted to the provisions of the Declaration, determined in accordance with Article XIV, Section 3 of the Declaration, are as follows:

Unit	Par Value	Percentage of Interest
Lot 1A	1.0	1.54%
Lot 1B	0.8	1.25%
Lot 1C	1.0	1.54%

A.J. WAGNER

For Maps see
plat book 164
page 39

Lot 1D (Common Area)	0	0.00%
Lot 2A	1.0	1.54%
Lot 2B	0.8	1.25%
Lot 2C	1.0	1.54%
Lot 2D (Common Area)	0	0.00%
Lot 3A	1.0	1.54%
Lot 3B	0.9	1.40%
Lot 3C	1.0	1.54%
Lot 3D (Common Area)	0	0.00%
Lot 4A	1.0	1.54%
Lot 4B	0.9	1.40%
Lot 4C	1.0	1.54%
Lot 4D (Common Area)	0	0.00%
Lot 5A	1.0	1.54%
Lot 5B	0.8	1.25%
Lot 5C	1.0	1.54%
Lot 5D (Common Area)	0	0.00%
Lot 6A	1.0	1.54%
Lot 6B	0.9	1.40%
Lot 6C	1.0	1.54%
Lot 6D (Common Area)	0	0.00%
Lot 7A	1.0	1.54%
Lot 7B	0.9	1.40%
Lot 7C	1.0	1.54%
Lot 7D (Common Area)	0	0.00%
Lot 8A	1.0	1.54%
Lot 8B	1.0	1.54%
Lot 8C (Common Area)	0	0.00%
Lot 9A	1.0	1.54%
Lot 9B	1.0	1.54%
Lot 9C (Common Area)	0	0.00%
Lot 10A	1.0	1.54%
Lot 10B	0.8	1.25%
Lot 10C	1.0	1.54%
Lot 10D (Common Area)	0	0.00%
Lot 11A	1.0	1.54%
Lot 11B	0.9	1.40%
Lot 11C	1.0	1.54%
Lot 11D (Common Area)	0	0.00%
Lot 17A	1.0	1.54%
Lot 17B	1.0	1.54%
Lot 17C (Common Area)	0	0.00%
Lot 18A	1.0	1.54%
Lot 18B	0.8	1.25%
Lot 18C	1.0	1.54%
Lot 18D (Common Area)	0	0.00%
Lot 19A	1.0	1.73%

Lot 19B	.9	1.71%
Lot 19C	1.0	1.73%
Lot 19D (Common Area)	0	0.00%
Lot 21A	1.0	1.54%
Lot 21B	1.0	1.54%
Lot 21C (Common Area)	0	0.00%
Lot 23A	1.0	1.54%
Lot 23B	1.0	1.54%
Lot 23C (Common Area)	0	0.00%
Lot 24A	1.0	1.54%
Lot 24B	1.0	1.54%
Lot 24C (Common Area)	0	0.00%
Lot 25A	1.0	1.73%
Lot 25B	0.8	1.40%
Lot 25C	1.0	1.73%
Lot 25D (Common Area)	0	0.00%
Lot 26A	1.0	1.73%
Lot 26B	0.8	1.40%
Lot 26C	1.0	1.73%
Lot 26D (Common Area)	0	0.00%
Lot 27A	1.0	1.54%
Lot 27B	0.9	1.40%
Lot 27C	1.0	1.54%
Lot 27D (Common Area)	0	0.00%
Lot 28A	1.0	1.54%
Lot 28B	1.0	1.54%
Lot 28C (Common Area)	0	0.00%
Lot 29A	1.0	1.54%
Lot 29B	0.9	1.40%
Lot 29C	1.0	1.54%
Lot 29D (Common Area)	0	0.00%
Lot 30A	1.0	1.54%
Lot 30B	1.0	1.54%
Lot 30C (Common Area)	0	0.00%
Lot 31A	1.0	1.54%
Lot 31B	1.0	1.54%
Lot 31C (Common Area)	0	0.00%
Lot 35A	1.0	1.54%
Lot 35B	1.0	1.54%
Lot 35C (Common Area)	0	0.00%
Lot 36A	1.0	1.54%
Lot 36B	1.0	1.54%
Lot 36C (Common Area)	0	0.00%

This Fifteenth Amendment is executed by the Declarant, Zengel Construction Co. in accordance with the provisions of Article XX, Section 1b. of the Declaration.

IN WITNESS WHEREOF, Zengel Construction Co. sets its hand this 19th day of July, 1996.

In Witness Whereof:

Stephen L. Zengel

(signature page continues)

Adam C. Zengel
ADAM C. ZENGEL

ZENGEL CONSTRUCTION CO.

By *Karl L. Zengel*
Karl L. Zengel, President

By *Adam J. Zengel*
Adam J. Zengel, Secretary

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

Before me, the subscriber, a Notary Public in and for said County and State, personally appeared **KARL L. ZENGEL**, its President, and **ADAM J. ZENGEL**, its Secretary, on behalf of Zengel Construction Co., an Ohio corporation, whose name is subscribed to and which executed the foregoing instrument, for themselves and as such officers respectively, and for and on behalf of said corporation, acknowledged the signing and execution of said instrument as their free and voluntary act and deed, their free act and deed as such officers respectively, and the free and voluntary act and deed of said corporation on this 19th day of July, 1996.

This instrument prepared by
Charles F. Allbery, III,
Attorney at Law

Charles F. Allbery, III
Notary Public

CHARLES F. ALLBERY III, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date.
Section 147.03 O. R. C.

EXHIBIT "A"

Section One

4751 Lot 1. Replat Number One was accomplished by the recording of the First Amendment to the Declaration, as Microfiche No. 92-0041 D01 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number One in Plat Book "148" Page 43 Plat Records of Montgomery County, Ohio.

Lot 2. Replat Number Two was accomplished by the recording of the Second Amendment to the Declaration, as Microfiche No. 92-0109 C12 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Two in Plat Book "149" Page 17 Plat Records of Montgomery County, Ohio.

4772 Lot 3. Replat Number Three was accomplished by the recording of the Third Amendment to the Declaration, as Microfiche No. 92-0154 C02 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Three in Plat Book "149" Page 27 Plat Records of Montgomery County, Ohio.

4831 Lots 4 & 10. Replat Number Four was accomplished by the recording of the Fourth Amendment to the Declaration, as Microfiche No. 92-0549 C03 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Four in Plat Book "151" Page 16 Plat Records of Montgomery County, Ohio.

4830 Lot 9. Replat Number Five was accomplished by the recording of the Fifth Amendment to the Declaration, as Microfiche No. 92-0549 C06 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Five in Plat Book "151" Page 17 Plat Records of Montgomery County, Ohio.

4890 Lots 5, 7 & 8. Replat Number Six was accomplished by the recording of the Seventh Amendment to the Declaration, as Microfiche No. 93-238 E02 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Six in Plat Book "153" Page 17 Plat Records of Montgomery County, Ohio.

4972 Lots 6 & 11. Replat Number Seven was accomplished by the recording of the Eighth Amendment to the Declaration, as Microfiche No. 93-801 D09 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Seven in Plat Book "155" Page 31 Plat Records of Montgomery County, Ohio.

5023 Lots 35 & 36. Replat Number Eight was accomplished by the recording of the Ninth Amendment to the Declaration, as Microfiche No. 94-65 B05 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Eight in Plat Book "156" Page 47 Plat Records of Montgomery County, Ohio.

Section Two

4988 Lots 17 through 32. These lots were added to the provisions of the Declaration upon the filing of the Record Plan for Vienna Estates Section Two, in Plat Book "155," Page 52, and of the Eighth Amendment to the Declaration, as Microfiche No. 94-0065 B05, Deed Records. These lots will be replatted as dwelling units are constructed.

5043 Lot 17. Replat Number One of Section Two was accomplished by the recording of the Tenth Amendment to the Declaration, as Microfiche No. 94-0483 D01 Deed Records, and the filing of the Record Plan for Vienna Estates Section Two, Replat Number One in Plat Book "157" Page 25 Plat Records of Montgomery County, Ohio.

5089 Lots 27 & 29. Replat Number Two of Section Two was accomplished by the recording of the Eleventh Amendment to the Declaration, as Microfiche No. 94-0773 D01 Deed Records, and the filing of

the Record Plan for Vienna Estates Section Two, Replat Number Two in Plat Book "158" Page 43 Plat Records of Montgomery County, Ohio.

5113
Lots 18, 23 & 28. Replat Number Three of Section Two was accomplished by the recording of the Twelfth Amendment to the Declaration, as Microfiche No. 95-106 D06 Deed Records, and the filing of the Record Plan for Vienna Estates Section Two, Replat Number Three in Plat Book "159" Page 29 Plat Records of Montgomery County, Ohio.

5115
Lots 21 & 24. Replat Number Four of Section Two was accomplished by the recording of the Thirteenth Amendment to the Declaration, as Microfiche No. 95-484 E07 Deed Records, and the filing of the Record Plan for Vienna Estates Section Two, Replat Number Four in Plat Book "161" Page 4 Plat Records of Montgomery County, Ohio.

5208
Lots 19 & 26. Replat Number Five of Section Two was accomplished by the recording of the Fourteenth Amendment to the Declaration, as Microfiche No. 95-788 A11 Deed Records, and the filing of the Record Plan for Vienna Estates Section Two, Replat Number Five in Plat Book "162" Page 32 Plat Records of Montgomery County, Ohio.

0023295
0023296
0023297



JOY A. CLARK
RECORDER

98 OCT 20 AM 11:33

RECEIVED
EIGHTEENTH AMENDMENT TO THE DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR VIENNA ESTATES

MONTGOMERY CO. OHIO
RECORDER

This Agreement is made this 27 day of September, 1998 by ZENGEL CONSTRUCTION CO., an Ohio corporation, hereafter referred to as the "Declarant", for the purpose of adding additional land to the plan of development for Vienna Estates, a Planned Unit Development.

73-20
L

WITNESSETH:

THAT WHEREAS, the Declarant executed the Declaration of Covenants, Conditions, and Restrictions for Vienna Estates on August 10, 1991 which was filed of record on August 19, 1991 and is recorded as Microfiche No. 91-0452D08, Deed Records of Montgomery County; and

WHEREAS, by virtue of Article II of the Declaration the Declarant reserved the right, at its sole discretion, to add any part of of the land referenced therein to the provisions of said Declaration; and

WHEREAS, Replats have been filed for the purpose of describing Lots for completed dwelling units and the common areas, as shown on Exhibit "A" attached hereto; and,

WHEREAS, the following described real estate is a part of the land that is referenced in the Declaration.

NOW, THEREFORE, the Declarant does hereby submit the following Lots to the Declaration of Covenants, Conditions and Restrictions for Vienna Estates dated August 10, 1991 and recorded as Microfiche No. 91-0452D08, Deed Records of Montgomery County, Ohio, and the drawings for the development filed in Plat Book "147", Page 26, Deed Records of Montgomery County, Ohio, as amended by the Eighth Amendment dated January 28, 1994 and recorded as Microfiche No. 94-0065 B05, Deed Records of Montgomery County, Ohio, and the Record Plan filed in Plat Book "155" Page 52, Plat Records of Montgomery County, Ohio, and said property shall be subject to the terms and provisions of said Declaration:

Situate in the Township of Miami, County of Montgomery and State of Ohio, and being Lots 30A, 30B, 30C, and 30D, (being a replat of Lot 30), of Vienna Estates, Section Two, Replat Number N/A, as recorded at Plat Book "173", page 31 of the Plat Records of Montgomery County, Ohio.

The pro-rata share of Common Expenses for the foregoing Lots and the Lots previously submitted to the provisions of the Declaration, determined in accordance with Article XIV, Section 3 of the Declaration, are as follows:

Unit	Par Value	Percentage of Interest
Lot 1A	1.0	1.40%
Lot 1B	0.8	1.12%
Lot 1C	1.0	1.40%
Lot 1D (Common Area)	0	0.00%
Lot 2A	1.0	1.40%

DEED
98-2708
C10

For maps see plat book 173 page 31

Lot 2B	0.8	1.12%
Lot 2C	1.0	1.40%
Lot 2D (Common Area)	0	0.00%
Lot 3A	1.0	1.40%
Lot 3B	0.9	1.26%
Lot 3C	1.0	1.40%
Lot 3D (Common Area)	0	0.00%
Lot 4A	1.0	1.40%
Lot 4B	0.9	1.26%
Lot 4C	1.0	1.40%
Lot 4D (Common Area)	0	0.00%
Lot 5A	1.0	1.40%
Lot 5B	0.8	1.12%
Lot 5C	1.0	1.40%
Lot 5D (Common Area)	0	0.00%
Lot 6A	1.0	1.40%
Lot 6B	0.9	1.26%
Lot 6C	1.0	1.40%
Lot 6D (Common Area)	0	0.00%
Lot 7A	1.0	1.40%
Lot 7B	0.9	1.26%
Lot 7C	1.0	1.40%
Lot 7D (Common Area)	0	0.00%
Lot 8A	1.0	1.40%
Lot 8B	1.0	1.40%
Lot 8C (Common Area)	0	0.00%
Lot 9A	1.0	1.40%
Lot 9B	1.0	1.40%
Lot 9C (Common Area)	0	0.00%
Lot 10A	1.0	1.40%
Lot 10B	0.8	1.12%
Lot 10C	1.0	1.40%
Lot 10D (Common Area)	0	0.00%
Lot 11A	1.0	1.40%
Lot 11B	0.9	1.26%
Lot 11C	1.0	1.40%
Lot 11D (Common Area)	0	0.00%
Lot 17A	1.0	1.40%
Lot 17B	1.0	1.40%
Lot 17C (Common Area)	0	0.00%
Lot 18A	1.0	1.40%
Lot 18B	0.8	1.12%
Lot 18C	1.0	1.40%
Lot 18D (Common Area)	0	0.00%
Lot 19A	1.0	1.73%
Lot 19B	0.9	1.71%
Lot 19C	1.0	1.73%
Lot 19D (Common Area)	0	0.00%

DEED 98-0708 C11

Lot 20A	1.0	1.73%
Lot 20B	.9	1.71%
Lot 20C	1.0	1.73%
Lot 20D (Common Area)	0	0.00%
Lot 21A	1.0	1.40%
Lot 21B	1.0	1.40%
Lot 21C (Common Area)	0	0.00%
Lot 23A	1.0	1.40%
Lot 23B	1.0	1.40%
Lot 23C (Common Area)	0	0.00%
Lot 24A	1.0	1.40%
Lot 24B	1.0	1.40%
Lot 24C (Common Area)	0	0.00%
Lot 25A	1.0	1.73%
Lot 25B	0.8	1.26%
Lot 25C	1.0	1.73%
Lot 25D (Common Area)	0	0.00%
Lot 26A	1.0	1.73%
Lot 26B	0.8	1.26%
Lot 26C	1.0	1.73%
Lot 26D (Common Area)	0	0.00%
Lot 27A	1.0	1.40%
Lot 27B	0.9	1.26%
Lot 27C	1.0	1.40%
Lot 27D (Common Area)	0	0.00%
Lot 28A	1.0	1.40%
Lot 28B	1.0	1.40%
Lot 28C (Common Area)	0	0.00%
Lot 29A	1.0	1.40%
Lot 29B	0.9	1.26%
Lot 29C	1.0	1.40%
Lot 29D (Common Area)	0	0.00%
Lot 30A	1.0	1.40%
Lot 30B	0.9	1.26%
Lot 30C	1.0	1.40%
Lot 30D (Common Area)	0	0.00%
Lot 31A	1.0	1.40%
Lot 31B	1.0	1.40%
Lot 31C (Common Area)	0	0.00%
Lot 32A	1.0	1.40%
Lot 32B	0.9	1.26%
Lot 32C	1.0	1.40%
Lot 32D (Common Area)	0	0.00%
Lot 35A	1.0	1.40%
Lot 35B	1.0	1.40%
Lot 35C (Common Area)	0	0.00%

Lot 36A	1.0	1.40%
Lot 36B	1.0	1.40%
Lot 36C (Common Area)	0	0.00%

This Eighteenth Amendment is executed by the Declarant, Zengel Construction Co. in accordance with the provisions of Article XX, Section 1b. of the Declaration.

IN WITNESS WHEREOF, Zengel Construction Co. sets its hand this 17th day of September, 1998.

In Witness Whereof:

ZENGEL CONSTRUCTION CO.

[Signature]
KARL L. ZENGEL

By [Signature]
Karl L. Zengel, President

[Signature]
Adam J. Zengel

By [Signature]
Adam J. Zengel, Secretary

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

Before me, the subscriber, a Notary Public in and for said County and State, personally appeared KARL L. ZENGEL, its President, and ADAM J. ZENGEL, its Secretary, on behalf of Zengel Construction Co., an Ohio corporation, whose name is subscribed to and which executed the foregoing instrument, for themselves and as such officers respectively, and for and on behalf of said corporation, acknowledged the signing and execution of said instrument as their free and voluntary act and deed, their free act and deed as such officers respectively, and the free and voluntary act and deed of said corporation on this 17th day of September, 1998.

This instrument prepared by
Charles E. Allbery, III,
Attorney at Law

[Signature]
ADAM C. ZENGEL, Notary Public
In and for the State of Ohio
My Commission Expires February 28, 2000

EXHIBIT "A"

Section One

Lot 1. Replat Number One was accomplished by the recording of the First Amendment to the Declaration, as Microfiche No. 92-0041 D01 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number One in Plat Book "148" Page 43, Plat Records of Montgomery County, Ohio.

Lot 2. Replat Number Two was accomplished by the recording of the Second Amendment to the Declaration, as Microfiche No. 92-0109 C12 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Two in Plat Book "149" Page 17, Plat Records of Montgomery County, Ohio.

Lot 3. Replat Number Three was accomplished by the recording of the Third Amendment to the Declaration, as Microfiche No. 92-0154 C02 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Three in Plat Book "149" Page 27, Plat Records of Montgomery County, Ohio.

Lots 4 & 10. Replat Number Four was accomplished by the recording of the Fourth Amendment to the Declaration, as Microfiche No. 92-0549 C03 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Four in Plat Book "151" Page 16, Plat Records of Montgomery County, Ohio.

Lot 9. Replat Number Five was accomplished by the recording of the Fifth Amendment to the Declaration, as Microfiche No. 92-0549 C06 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Five in Plat Book "151" Page 17, Plat Records of Montgomery County, Ohio.

Lots 5, 7 & 8. Replat Number Six was accomplished by the recording of the Seventh Amendment to the Declaration, as Microfiche No. 93-238 E02 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Six in Plat Book "153" Page 17, Plat Records of Montgomery County, Ohio.

Lots 6 & 11. Replat Number Seven was accomplished by the recording of the Eighth Amendment to the Declaration, as Microfiche No. 93-801 D09 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Seven in Plat Book "155" Page 31, Plat Records of Montgomery County, Ohio.

Lots 35 & 36. Replat Number Eight was accomplished by the recording of the Ninth Amendment to the Declaration, as Microfiche No. 94-65 B05 Deed Records, and the filing of the Record Plan for Vienna Estates Section One, Replat Number Eight in Plat Book "156" Page 47, Plat Records of Montgomery County, Ohio.

Section Two

Lots 17 through 32. These lots were added to the provisions of the Declaration upon the filing of the Record Plan for Vienna Estates Section Two in Plat Book "155," Page 52, and of the Eighth Amendment to the Declaration, as Microfiche No. 94-0065 B05, Deed Records. These lots will be replatted as dwelling units are constructed.

Lot 17. Replat Number One of Section Two was accomplished by the recording of the Tenth Amendment to the Declaration, as Microfiche No. 94-0483 D01 Deed Records, and the filing of the Record Plan for Vienna Estates Section Two, Replat Number One in Plat Book "157" Page 25, Plat Records of Montgomery County, Ohio.

Lots 27 & 29. Replat Number Two of Section Two was accomplished by the recording of the Eleventh Amendment to the Declaration, as Microfiche No. 94-0773 D01 Deed Records, and the filing of

the Record Plan for Vienna Estates Section Two, Replat Number Two in Plat Book "158" Page 43, Plat Records of Montgomery County, Ohio.

Lots 18, 21 & 28. Replat Number Three of Section Two was accomplished by the recording of the Twelfth Amendment to the Declaration, as Microfiche No. 95-106 D06 Deed Records, and the filing of the Record Plan for Vienna Estates Section Two, Replat Number Three in Plat Book "159" Page 29, Plat Records of Montgomery County, Ohio.

Lots 21 & 24. Replat Number Four of Section Two was accomplished by the recording of the Thirteenth Amendment to the Declaration, as Microfiche No. 95-484 E07 Deed Records, and the filing of the Record Plan for Vienna Estates Section Two, Replat Number Four in Plat Book "161" Page 4, Plat Records of Montgomery County, Ohio.

Lots 19 & 26. Replat Number Five of Section Two was accomplished by the recording of the Fourteenth Amendment to the Declaration, as Microfiche No. 95-788 A11 Deed Records, and the filing of the Record Plan for Vienna Estates Section Two, Replat Number Five in Plat Book "162" Page 32, Plat Records of Montgomery County, Ohio.

Lots 25 & 31. Replat Number Six of Section Two was accomplished by the recording of the Fifteenth Amendment to the Declaration, as Microfiche No. 96-527 E07 Deed Records, and the filing of the Record Plan for Vienna Estates Section Two, Replat Number Six in Plat Book "164" Page 39, Plat Records of Montgomery County, Ohio.

Lot 20. Replat Number Seven of Section Two was accomplished by the recording of the Sixteenth Amendment to the Declaration, as Microfiche No. 96-0824 D01 Deed Records, and the filing of the Record Plan for Vienna Estates Section Two, Replat Number Seven in Plat Book "166" Page 9, Plat Records of Montgomery County, Ohio.

Lot 30. Replat Number Eight of Section Two was accomplished by the recording of the Seventeenth Amendment to the Declaration, as Microfiche No. 99-0147 C12 Deed Records, and the filing of the Record Plan for Vienna Estates Section Two, Replat Number Eight in Plat Book "171" Page 19, Plat Records of Montgomery County, Ohio.

DEED 98-0708 D03

Original in Poor Condition

**NINETEENTH AMENDMENT TO THE DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR VIENNA ESTATES**

This Amendment is made this 16th day of February, 2010 by the Vienna Estates Owners Association for the purpose of amending the Declaration of Covenants, Conditions and Restrictions for the Vienna Estates, a planned development in Miami Township, Montgomery County, Ohio, which is recorded in the land records of the Montgomery County, Ohio Recorder's office at Official Record on Roll H135 at Frame 1347 (the original Declaration).

WITNESSETH:

1. In accordance with Article XX, Section 1, Amendment of Declaration, the Declaration of Covenants, Conditions and Restrictions for the Vienna Estates, Article VII, Protective Covenants and Restrictions, is hereby amended and supplemented by the addition of the following provisions, hereafter referred to as Section 15:

No leasehold interest or any other form of rental tenancy of any description, whether written or oral, shall be created by the Owner or Owners of any Unit except in one of the following circumstances:

- (1) the renewal or other continuation of any leasehold to the then-current occupants; or
- (2) the occupancy of the Unit by a member of the Unit Owner's family, provided that such occupancy qualifies under the second mortgage market rules as owner occupancy; or
- (3) the lease or rental of the Unit owned by (i) the holder, guarantor or insurer of an institutional first mortgage on a Unit, or an entity related to any of the foregoing which acquires such Unit pursuant to the remedies provided for in the mortgage (including without limitation, foreclosure or deed-in-lieu of foreclosure); or (ii) the purchase (other than one described in subsection 3(i) above) at a foreclosure sale of a Unit in a foreclosure proceeding in which an institutional first mortgage lender's mortgaged is foreclosed, but only for so long as such purchaser retains title to such Unit.

Prior to entering into any lease or other rental arrangement, the Unit Owner desiring to allow such occupancy by some other party other than the Unit Owner shall give written notice to the President of the Association, along with any claimed exemption for which such occupancy would qualify as set forth in subsections (1) through (3) above, and Board of Managers shall have thirty (30) days after the receipt of all such information within which to advise the Unit Owner of the Board's determination as

to whether the claimed exemption applies. Failure of the Board of Managers to respond within such thirty (30) day period shall constitute approval of such occupancy.

Failure to obtain such approval from the Board under circumstances where such approval shall be required shall render the occupancy terminable by the Association at any time thereafter that there are more than three (3) Units of non-owner occupancy in Vienna Estates.

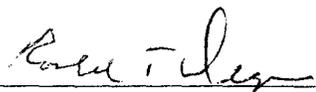
4. Article XXII is hereby amended and supplemented by the addition of the following provisions:

Section 8. Residential Rental Property. In addition to any other requirements, an Owner of a non-owner occupied Unit must comply with all the requirements of CHAPTER 5323: RESIDENTIAL RENTAL PROPERTY of the Ohio Revised Code. Violations of this Chapter shall render the occupancy terminable by the Association.

5. Except as expressly modified herein, all other terms, conditions and covenants of the Original Declaration and any subsequent Amendments shall remain in full force and effect and be incorporated herein by reference as if originally set forth herein.

IN WITNESS WHEREOF, the Association has executed this instrument this 16 day of Feb., 2010.

VIENNA ESTATES
OWNERS ASSOCIATION



President of Association

2-16-10
Susan E. Freeze, Notary
for OA



SUSAN E. FREEZE
Notary Public, State of Ohio
My Commission Expires April 12, 2013

