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GREENE CO. RECORDER
XENIA, OH.

**MASTER AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE WOODS**

NO PLAT

THIS INSTRUMENT PREPARED BY:

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DECLARATION

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**MASTER AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

The Woods CCRs: June 2, 2016
As transferred from the CCRs under the developer: JMD.
Prepared by Hans Soltau, Attorney for Woods Owners' Association

Updated by First Amendment: signed June 8, 2018
Updated by Second Amendment: signed April 30, 2021

THIS **MASTER AMENDMENT**, creating covenants, conditions, and restrictions, is made on the date hereinafter set forth by **THE WOODS OWNERS' ASSOCIATION**, an Ohio not-for-profit corporation, hereinafter referred to as the "Association" on behalf of the Owners of The Woods, hereinafter defined and referred to as the "Consenting Owners" under the circumstances summarized in the following Recitals that utilize capitalized terms, as defined in Article I of this Master Amendment to Declaration.

RECITALS:

The Woods is a Planned Community situated in the City of Beavercreek, County of Greene, State of Ohio which is subject to the Declaration imposing certain covenants, conditions, and restrictions on the Property. The Property is more particularly described in Exhibit "A-1" attached hereto.

This Master Amendment is being executed and recorded by the Association for the purpose of amending the Declaration and the By-Laws which were attached as an exhibit thereto to comply with the provisions of the Ohio Planned Community Law and consolidating the existing documents.

DECLARATIONS:

NOW, THEREFORE, the Association through its Board, on behalf of the Consenting Owners, does hereby amend the Declaration, including all exhibits thereto, by deleting any and all parts thereof and substituting in its stead the following.

ARTICLE I: DEFINITIONS

1.01 General the following terms used herein are defined as hereinafter set forth. The singular, wherever used, shall be construed to mean the plural when applicable.

1.02 Amendment and/or Amendments shall mean an instrument executed with the same formalities of the Master Amendment and Recorded for the purpose of amending the Master Amendment, the By-Laws or any other Exhibits. **Annual Assessments** shall mean those Assessments levied and assessed against all Owners for the purpose of paying the Common Expenses.

1.04 Architectural Review Committee shall mean a committee appointed by the Board of three (3) or more representatives to exercise and implement the provisions of Article XVI. In the absence of such appointment the Board shall serve as such committee.

1.05 Articles and Articles of Incorporation shall mean the articles filed with the Secretary of State of Ohio incorporating the Association as an Ohio not-for-profit corporation under the provisions of Chapter 1702 of the Ohio Revised Code as the same may be lawfully amended from time to time.

1.06 Assessments shall mean Annual Assessments and Special Individual Lot Assessments.

1.07 Association shall mean The Woods Owners' Association, an Ohio not-for-profit corporation, its successors and assigns.

1.08 Association Easements shall mean any easements granted to the Association.

1.09 Beavercreek shall mean the City of Beavercreek, Ohio, municipal corporation located in Greene County, Ohio.

1.10 Board shall mean those persons who, as a group, serve as the Board of Directors of the Association.

1.11 Building shall mean a structure constructed on the Property containing a Dwelling Unit.

1.12 By-Laws shall mean the By-Laws of the Association, which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702 of the Ohio Revised Code, attached hereto as Exhibit "B".

1.13 Common Elements(s) shall mean that part of the Property that has been conveyed to and owned by the Association for the common use, enjoyment, and benefit of the Association and shall include without limitation the Community Center, detention areas, drives, private roadway(s), parking area, lawn, landscaping, and to the extent applicable, any Association Easements.

1.14 Common Expenses shall mean any expenses or financial liability of the association.

- 1.15 Community Center** shall mean the clubhouse and recreational facilities.
- 1.16 Consenting Owners** shall mean, at a minimum, seventy-five percent (75%) of the Owners holding voting rights under the Declaration who have consented to the execution and recording of this Master Amendment.
- 1.17 Damage/Enforcement Assessments** shall mean those assessments chargeable to a particular Lot for the costs of maintenance, repair or replacement incurred due to the willful or negligent act of an Owner or Occupant or their family, guests, tenants or invitees and the costs to enforce the Organizational Documents against a particular Owner. Costs shall include but not be limited to court costs, reasonable attorney and paralegal fees, and other expenses.
- 1.18 Declaration** shall mean the Declaration of Covenants, Conditions and Restrictions for The Woods, which was recorded September 25, 1991 at Volume 562, Page 819, as amended by the First Amendment recorded on May 4, 1994, at Volume 824, Page 172, as further amended by the Second Amendment recorded on February 26, 1996 at Volume 976, Page 662 and the Third Amendment recorded on November 17, 1999, at Volume 1383. Page 616, with all references being to the Official Records of Greene County, Ohio.
- 1.19 Design Review Standards** shall mean those Design Review Standards attached hereto as Exhibit "C".
- 1.20 Detention/Retention Areas** shall mean the 1.0052-acre portion of the Common Elements consisting of the storm water detention system.
- 1.21 Dwelling Unit** shall mean that portion of a Building that is designed and intended for use and occupancy for residential purposes by a single household or family.
- 1.22 Eligible First Mortgagee** shall mean any First Mortgagee who has provided the Association with written notice of its right to receive notices or other information from the Association.
- 1.23 Exhibit** shall mean any document or instrument attached to this Master Amendment.
- 1.24 First Mortgagee** shall mean the holder of any valid Recorded first mortgage on the Property.
- 1.25 Lot** shall mean those parcels of real property on which Dwelling Units have been or are to be constructed.
- 1.26 Majority of Owners** shall mean those Owners holding fifty-one percent (51%) of the voting power of the Association.

- 1.27 Managing Agent** shall mean a person or entity retained or employed by the Association to act as a manager or managing agent for the Association.
- 1.28 Master Amendment** shall mean this document.
- 1.29 Member** shall mean an Owner that is subjected hereto.
- 1.30 Occupant** shall mean any person who resides in a Dwelling Unit.
- 1.31 Ohio Planned Community Law** shall mean Chapter 5312 of the Ohio Revised Code, effective September 20, 2010, and any amendments thereto.
- 1.32 Organizational Documents** shall mean this Master Amendment, the Articles, the By-Laws and the Rules and Regulations, including any amendments thereto.
- 1.33 Owner** shall mean the Owner of fee simple title of any Lot. Owner does not include any person that has an interest in a Lot solely as security for an obligation.
- 1.34 Person** shall mean a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- 1.35 Planned Community** as defined under the Ohio Planned Community Law, shall mean a community comprised of individual lots for which a deed, common plan or declaration requires that owners become members of an owners association that governs the community, or that owners or the owners association holds or leases property or facilities for the benefit of owners, or that owners support by membership or fees, property, or facilities for all owners to use.
- 1.36 Property** shall mean the real property subject to this Master Amendment as described in Section 2.01.
- 1.37 Quorum** shall mean the presence in person or by proxy of a Majority of Owners.
- 1.38 Recorded** shall mean the filing with the Recorder of Greene County, Ohio.
- 1.39 Rules and Regulations** shall mean those rules and regulations, as may be amended from time to time, adopted by the Board pursuant to the provisions set forth in the Master Amendment.
- 1.40 Special Individual Lot Assessment** shall mean Damage/Enforcement Assessment and any other Assessment assessed against a particular Lot or Lots to the exclusion of other Lots, pursuant to the Organizational Documents.

ARTICLE II: DESCRIPTION OF PROPERTY¹

2.01 General. The Property is described in Exhibit "A-1".

2.02 Dwelling Units. The Dwelling Units have been constructed or are to be constructed on the property described in Exhibit "A-2", with one (1) Dwelling Unit per Lot.

2.03 Common Element(s). The Common Element(s) shall consist of the property described in Exhibit "A-3", and to the extent applicable any Association Easements.

2.04 Additional Property. Subject to approval by the Board, any Lots developed within Section 6 shall be part of the Property. The Board shall have the authority to grant waivers as to Assessments on which a Dwelling Unit has not been constructed thereon for a limited period not exceeding five (5) years from the date this First Amendment is Recorded and such other terms it deems appropriate. The Board is authorized to enter into and execute any documents it deems necessary to include Section 6 as part of the Property.²

ARTICLE III: ASSOCIATION

3.01 Organization. The Association was formed as an Ohio not-for-profit corporation pursuant to the provisions of Chapter 1702 of the Ohio Revised Code, by the filing of its Articles with the Secretary of State of Ohio. The By-Laws are attached as Exhibit "B".

3.02 General Powers. The Association shall have the following authority and power:

- (a) Hire and fire managing agents, attorneys, accountants and other independent contractors and employees that the board determines are necessary or desirable in the management of the Property and the Association;
- (b) Commence, defend, intervene in, settle or compromise any civil, criminal or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Property, or that involves two (2) or more Owners and relates to matters affecting the Property;
- (c) Enter into contracts and incur liabilities relating to the operation of the Property;
- (d) Regulate the use, maintenance, repair, replacement, modification, and appearance of the Property;

¹ Detailed Description of Property, Exhibit A, is a separate document.

² This section was added as part of the First Amendment to the Master Agreement to the Declarations, filed in Greene County on August 10, 2018.

- (e) Adopt Rules and Regulations that regulate the use or occupancy of Dwelling Units, the maintenance, repair, replacement, modification and appearance of the Dwelling Units, Common Elements and Lots when the actions regulated by those rules affect Common Elements or other Dwelling Units or Lots;
- (f) Cause additional improvements to be made as part of the Common Elements;
- (g) Acquire, encumber, convey or otherwise transfer real and personal property; provided however, that the Association may not assign the right to Assessments or the future income from those Assessments, or convey any fee interest or any security interest in any portion of the Common Elements without the approval of seventy-five percent (75%) of the Owners;
- (h) Acquire, encumber, and convey, or otherwise transfer personal property;
- (i) Hold in the name of the Association the real property and personal property acquired pursuant to subsections (g) and (h) of this section;
- (j) Grant easements, leases, licenses and concessions through or over the Common Elements;
- (k) Impose and collect fees or other charges for the use, rental or operation of the Common Elements or for services provided to Owners;
- (l) Impose interest and late charges for the late payment of Assessments and impose returned check charges;
- (m) Promulgate and, pursuant to the Special Individual Lot Assessment provision, impose reasonable enforcement assessments for violations of the Organizational Documents and Rules and Regulations, and reasonable charges for damage to the Common Elements or other property;
- (n) Adopt and amend rules that regulate the collection of delinquent assessments and the application of payments of delinquent assessments;
- (o) Impose reasonable charges for preparing, recording or copying the Organizational Documents, resale certificates or statements of unpaid assessments;
- (p) Enter into a Dwelling Unit or upon a Lot for bona fide purposes when conditions exist that involve an imminent risk of damage or harm to Common Elements, another Dwelling Unit, or to the health or safety of the Occupants of that Dwelling Unit or another Dwelling Unit;
- (q) To borrow funds as needed, with the consent of two-thirds (2/3) of the Owners, and pledge such security and rights of the Association as may be necessary or desirable to obtain any such loan including, without limitation, the pledge or

assignment of the Association's right to future income and the Association's right to levy assessments upon the Members;

- (r) Suspend the voting privileges of an Owner if the Owners of which are delinquent in the payment of assessments for more than thirty (30) days or in violation of the Rules and Regulations for more than sixty (60) days;
- (s) Purchase insurance and fidelity bonds or such other insurance and fidelity bonds as the Board considers appropriate or necessary;
- (t) Exercise powers that are:
 - (1) Conferred by the Organizational Documents, or Ohio law;
 - (2) Necessary to incorporate or reincorporate the Association as an Ohio not-for-profit corporation;
 - (3) Permitted to be exercised in Ohio by a not-for-profit corporation;
 - (4) Necessary and proper for the government and operation of the Association.

3.03 Membership. Each Owner, upon acquisition of title to a Lot, shall automatically become a Member of the Association. Membership is appurtenant to and shall not be separated from ownership of a Lot. Such membership shall terminate upon the sale or other disposition by such Member of his Lot ownership, at which time the new Owner automatically shall become a Member of the Association. When more than one (1) Person is an Owner of a Lot, all such Persons shall be Members.

3.04 Voting Rights. Voting rights are dependent on a Dwelling Unit being constructed on a Lot. There shall be one (1) vote for each Lot on which a Dwelling Unit has been constructed. There shall be no votes for Lots on which a Dwelling Unit has not been constructed unless or until such Dwelling Unit has been constructed. In the event a Lot has been acquired by the Association in its own name or in the name of its agent, designee or nominee on behalf of all Owners, the voting rights of such Lot shall not be exercised so long as it continues to be so held. If two (2) or more persons, whether fiduciaries, tenants in common or otherwise own individual interests in a Lot each may exercise the proportion of the voting power of all of the owners of the Lot that is equivalent to his proportionate interest in the Lot provided, however, that unless timely challenged by an Owner of a fee simple interest in a Lot, any Owner of a fee simple interest in that Lot may cast the entire vote with respect to that Lot.

3.05 Administration of Property. The administration of the Property shall be in accordance with the provisions of the Organizational Documents. Each Owner or Occupant shall comply with the provisions of the Organizational Documents and the decisions and resolutions of the Association or its representative.

3.06 Board. The Board, as provided by the By-Laws, shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law and the Organizational Documents, except as otherwise specifically provided; provided however, that in the event any such power, duty or right shall be deemed exercisable or dischargeable by or vested in a member of the Board he shall be deemed to act in such capacity to the extent required to authenticate his acts and to carry out the purposes of the Organizational Documents.

3.07 Delegation to Managing Agent. The Association may delegate all or any portion of its authority to discharge its responsibility to a Managing Agent, subject to the limitations that:

- (a) Any such delegation is by a written contract with a term of not longer than one (1) year in duration.
- (b) That any such contract is terminable by either party without cause upon sixty (60) days written notice without any termination charges or other penalties.

ARTICLE IV: EASEMENT(S)

4.01 Owner's Easement(s) of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Elements which shall be appurtenant to and shall pass with title to every Lot subject to the right of the Association to adopt Rules and Regulations as to its use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment in and to the Common Elements to the members of family, his tenants, or land contract purchasers who reside on the Property.

4.02 Easements for Repair, Maintenance and Restoration. The Association shall have a right of access and an easement to, over and through each Lot during reasonable hours and upon giving reasonable notice for ingress and egress and all other purposes which enable the Association to perform its obligations, rights, and duties with regard to maintenance, repair, restoration, or servicing of any items, Lots, things or areas of or on the Property, including the removal, correction or abatement of any violation or breach of any attempted violation or breach of the covenants and restrictions herein.

4.03 Service Easement. Each Owner hereby grants a non-exclusive easement to all law enforcement officers, firefighters, ambulance/medic personnel, mail carriers, delivery persons, garbage and trash removal personnel, and all other similar persons, and to local governmental authorities, but not to the public in general, to enter upon his Lot and the Common Element(s) in the performance of their duties.

4.04 Consent to Easements. Each Owner hereby grants, and the transfer of title to an Owner shall be deemed to grant, to the Association an irrevocable power of

attorney to execute, acknowledge and record, for and in the name of such Owner and his mortgagee or mortgagees, such instruments as may be necessary to effectuate any easements granted or reserved by the Association in this Article.

4.05 Easements Shall Run with Land. All easements and rights described are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on any Owner, purchaser, mortgagee, and any other person having an interest in the Property or any part or portion thereof. Failure to refer specifically to any or all of the easements described in this Master Amendment in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said easement but same shall be deemed conveyed or encumbered along with the Lot.

ARTICLE V: ASSESSMENTS

5.01 Creation of Lien and Personal Obligation of Assessments. For each Lot owned within the Property, each Owner by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay the Association: (a) Annual Assessments; (b) Special Individual Lot Assessments, such assessments to be established and collected as hereinafter provided; and (c) interest, costs and reasonable attorney's fees incurred by the Association in enforcing the provisions hereof.

5.02 Purpose of Annual Assessment. The Annual Assessments shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Property and the enforcement of these restrictions. The assessments shall include, without limitation, the following Common Expenses:

- (a) Maintenance and repair of those items which have been assigned to the Association hereunder;
- (b) Hazard, liability and Board insurance premiums for insurance obtained by the Association;
- (c) Taxes and assessments on the Common Element(s);
- (d) Costs for the operation, management and administration of the Association, including without limitation, fees for property management, fees for legal and accounting services, fidelity bonds, cost of mailing and postage;
- (e) A general operating reserve to assure the availability of funds for the purposes hereunder.

5.03 Owner's Share of Annual Assessments. Until Dwelling Units have been constructed on every Lot the Annual Assessments shall be separated for Lots on which Dwelling Units have been constructed and Lots where Dwelling Units have not been constructed. The Annual Assessment for every Lot, whether or not a Dwelling

Unit has been constructed thereon, shall include those expenses the Association incurs for administration, management, legal, accounting, insurance, taxes and assessments and maintenance of the Common Elements. Each Owner's share of these expenses shall be equal to a fraction; the numerator of which is the total number of Lots owned by such Owner; the denominator of which is the total number of all Lots on the Property. In addition to such expenses, the Owner of a Lot on which a Dwelling Unit has been constructed shall also be responsible for the expenses incurred by the Association in connection with the Community Center. These expenses shall also be equal to a fraction; the numerator of which is the total number of Lots owned by such Owner; the denominator of which is the total number of all Lots on which Dwelling Units have been constructed on the Property.

5.04 Preparation of Estimated Budget. On or before December 1st of every year, the Association shall prepare an estimate of the total amounts necessary to pay the cost of wages, materials, insurance, services, and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reserve for contingencies and replacements. On or before December 15th each Owner shall be notified in writing as to the amount of such estimate, with reasonable itemization thereof. On or before the date of the annual meeting in each calendar year, the Association shall supply to all Owners an itemized accounting of the maintenance expenses actually incurred for the preceding calendar year, together with a tabulation of the amounts collected pursuant to the estimate provided; and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited to next year's budget or the reserves, at the option of the Board, and any net shortage shall be added according to each Owner's share of the assessments to the payment next due after rendering of the accounting.

5.05 Fiscal Year Option. In lieu of the calendar year format, the Board may elect to adopt a fiscal year. In such event, the requirement for the preparation of the estimated budget shall be the first day of the month immediately preceding the beginning of such fiscal year and notices of such estimate shall be forwarded on or before the 15th day of such month. In such event, assessments shall commence on the first day of the fiscal year and payments shall be adjusted accordingly.

5.06 Reserve for Contingencies and Replacements. The Association shall build up and maintain a reasonable reserve for contingencies and replacement. Extraordinary expenditures not originally included in the annual estimate that may be necessary for the year shall be charged first against such reserve. If said estimated cash requirement proves inadequate for any reason, the same shall be assessed to the Owners according to each Owner's share of the Assessments. The Association shall serve notice of such further Assessment on all Owners by a statement in writing giving the amount and reasons therefore and such further Assessment shall become effective within ten (10) days after the delivery or mailing of such notice of further Assessment. All Owners shall be obligated to pay the adjusted amount.

5.07 Failure to Prepare Annual Budget. The failure or delay of the Association to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves as herein provided, whether the same shall be determined. In the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the maintenance charge at the existing rate established for the previous period until the maintenance payment which occurs more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

5.08 Payment of Annual Assessments. Annual Assessments shall be payable in monthly installments commencing on the 1st day of each month or a quarterly, semi-annual, or annual basis, as determined by the Board.

5.09 Non-Payment of Assessment: Remedies of the Association. If any Assessment, or any installment or portion of any Assessment is not paid within ten (10) days after the same has become due, the entire unpaid balance shall immediately, without notice or demand, become due and payable, and the Board, at its option, without notice or demand, may charge additional amounts for:

- (a) Reasonable, uniform administrative late fees as determined by the Board from time to time;
- (b) Enforcement charges and collection costs (including, without limitation, attorney and paralegal fees) the association incurs or estimates that it will incur in connection with the collection of the delinquency;
- (c) Interest on the entire unpaid balance of Assessments and costs incurred by the Association in connection with such collection, at the maximum rate provided by law; and
- (d) Any other charges authorized by the Organizational Documents.

5.10 Application of Payments. Payments made by an Owner for assessments shall be applied:

- (a) First, for the payment of interest accrued on the delinquent installments or portions of unpaid Assessments and on costs incurred by the Association in connection with such collection, at the maximum rate provided by law;
- (b) Second, for the payment of administrative late fees charges with respect to the delinquency applicable to the Lot;
- (c) Third, to reimburse the Association for enforcement charges and collection costs, including, without limitation, attorney and paralegal fees incurred by the Association in connection with the delinquency; and

- (d) Fourth, to the payment of delinquent installments or portions of assessments which remain unpaid.

5.11 Abandonment. No Owner may exempt himself from liability for his Assessments by the abandonment of his Lot.

ARTICLE VI: REMEDIES FOR NON-PAYMENT OF ASSESSMENT

6.01 Late Charges. If any Assessment is not paid within ten (10) days after the same has become due the Board, at its option and without demand or notice, may charge a late charge, as determined by the Board, and/or interest on any unpaid balance at the maximum legal rate.

6.02 Lien of Association. The Association shall have a lien upon the estate or interest in any Lot of the Owner thereof for the payment of the portion of the Assessment or charge, as well as any related interest, administrative late fees, collection costs, attorney's fees and paralegal fees chargeable against such Lot which remain unpaid for thirty (30) days after the same have become due and payable from the time a certificate therefore subscribed by the President of the Association is Recorded pursuant to authorization given by the Board. Such certificate shall contain a description of the Lot, the name(s) of the record Owner thereof and the amount of such unpaid portion of the Assessments. Such lien shall remain valid for a period of five (5) years from the time of filing, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of the court in an action brought to discharge such lien as hereinafter provided.

The lien is a continuing lien upon the Lot against which each Assessment or charge is made, subject to automatic subsequent adjustments reflecting any additional unpaid interest, administrative late fees, enforcement Assessments, collection costs, attorney's fees, paralegal fees and court costs.

6.03 Priority of Association's Lien. The lien provided for herein shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens which have been Recorded, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association. In any such foreclosure action, the Owner(s) of the Lot affected shall be required to pay a reasonable rental for such Lot during the pendency of such action and the plaintiff in such action and/or the Association is entitled to the appointment of a receiver to collect the same. Any rental payment a receiver collects during the pending of the foreclosure action shall be applied first to the payment of that portion of the Common Expenses chargeable to the Lot during the foreclosure action. In any such foreclosure action, the Association shall be entitled to become a purchaser at the foreclosure sale.

6.04 Dispute as to Assessments. Any Owner, who believes that the portion of Assessments chargeable to his Lot for which a certificate of lien has been filed by the Association has been improperly charged against him or his lot, may bring an action in the Court of Common Pleas for Greene County, Ohio for the discharge of such lien. In the action, if it is finally determined that the unpaid amount of the Assessment or charge was improperly charged to the Owner or the Lot, the court shall enter an order that it determines to be just, which may provide for a discharge of all or a portion of the lien and an award of attorney's fees to the Owner.

6.05 Non-Liability of First Mortgagee for Past Due Assessments. When a First Mortgagee acquires title to a Lot as a result of foreclosure of a lien, such First Mortgagee shall not be liable for the share of Assessment by the Association chargeable to such Lot that became due prior to the acquisition of title to such Lot. Such unpaid share of assessments shall be deemed to be assessments collectible from all of the Lots, including that of such First Mortgagee.

6.06 Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of a Lot the grantee of the Lot shall be jointly and severally liable with the grantor for all unpaid Assessments to the Association against the grantor and his Lot for his share of the Assessments up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee and his mortgagee shall be entitled to a statement from the Board setting forth the amount of all unpaid and current Assessments against the grantor due the Association, and such grantee shall not be liable for nor shall the Lot conveyed be subject to a lien for any unpaid Assessments made by the Association against the Grantor in excess of the amount set forth in such statement for the period reflected in such statement.

ARTICLE VII: REMEDIES FOR BREACH OF COVENANTS AND RESTRICTIONS

7.01 Abatement and Enjoinment. The violation of any restriction or condition or regulation adopted by the Board, or the breach of any covenant or provision contained in the Organizational Documents shall give the Board the right, in addition to the rights hereinafter set forth in this section: (a) to enter upon the Lot or Dwelling Unit portion thereof upon which, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of the Organizational Documents and the Board, or its Managing Agent, shall not be thereby deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

7.02 Procedures for Enforcement of Violations.

- (a) Notice. Prior to imposing a Damage/Enforcement Assessment the Board shall give the Owner of the Lot written notice containing:

- (1) A description of the property damages or the violation;
 - (2) The amount of the proposed charge or assessment;
 - (3) A statement that the Owner has a right to a hearing before the Board to contest the proposed charge or assessment;
 - (4) A statement setting forth the procedures to request a hearing pursuant to subsection 7.02(b) of this Article;
 - (5) A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment.
- (b) Hearing. An Owner may request a hearing by delivering written notice of such request no later than the tenth day after receiving the notice provided in Subsection 7.02(a) of this Article. If the Owner fails to make a timely request for a hearing, the right to such hearing shall be considered waived, and the Board may immediately impose the charge for damages or enforcement assessment referenced in the notice provided in Subsection 7.02(a) of this Article, or may allow a reasonable time to cure the violation before imposing a charge or assessment. If an Owner requests a hearing, the Board shall not levy the charge or assessment before holding a hearing, and will, at least seven (7) days prior to the hearing, provide the Owner with a written notice of the date, time, and location of the hearing. Within thirty (30) days following a hearing at which the Board imposes a charge or assessment, the Board shall deliver a written notice of the charge or assessment to the Owner.
- (c) Manner of Notice. Any notice required under this Section to be served:
- (1) Upon the Owner, shall be delivered personally to the Owner or Occupant at the Dwelling Unit, or mailed, by certified mail, return receipt requested, to the Owners at the address of the Dwelling Unit, provided that if the Owners have provided the Association with an alternate address, all such notices shall be mailed (by certified mail, return receipt requested) to the Owner at such alternative address;
 - (2) Upon the Association, shall be delivered personally to any officer of the Association or to any on-site representative of any professional management company hired by the Association; or mailed, by certified mail, return receipt requested, to any officer of the Association or to the management company hired by the Association.

7.03 Proper Party. An action by the Association under this article may be commenced by the Association in its own name or in the name of its Board or in the name of its Managing Agent.

ARTICLE VIII: USE RESTRICTIONS

8.01 Use. The Property shall be used for single-family residential use and purposes customarily incidental thereto.

8.02 Exterior Appearance. No clothes, sheets, blankets, laundry or other articles shall be hung out or exposed from any Dwelling Unit or in the Common Elements and the Lot and Common Elements shall be kept free and clear of rubbish, debris, weeds and other unsightly material. Nothing shall be hung or displayed on the outside wall of any Dwelling Unit and no awning, canopy, shade, window guard, ventilator, fan, air conditioning device, radio or television antennae or satellite disc shall be affixed to or placed upon the exterior walls, roof or the exterior patio walls, or otherwise on the Lot areas visible to the public, other than as authorized in advance by the Board.

8.03 Parking. No motorcycles, scooters, boats, mobile homes, recreational vehicles, motor homes, campers, trailers, or commercial vehicles shall be permitted on any Lots for a period of more than seventy-two (72) hours. No junk, derelict or inoperable vehicles shall be kept on any Lot. Non-commercial repairs and storage of vehicles are limited to the garages.

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

8.05 Accessory Structures. No accessory structures, sheds or buildings shall be permitted on the Lots. No playhouses, treehouses, dog houses, animal shelters or dog runs/pens, greenhouses, batting cages, trampolines, above-ground swimming pools, play structures or other similar items shall be permitted without prior written Board approval.

8.06 Signs. No signs of any kind, except real estate "for sale" and "for rent" signs, shall be displayed to the public view of the Property except those permitted by the Board.

8.07 Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred, or kept in a Dwelling Unit or on any part of the Property. Notwithstanding the foregoing, household domestic pets, not in excess of the total of two (2), not bred or maintained for commercial purposes, may be maintained in a Dwelling Unit or on a Lot, provided that:

- (a) No such animal shall be permitted on any portion of the Common Elements except on a leash maintained by a responsible person;

- (b) The owner of any animal is responsible for the immediate removal of any animal waste; and
- (c) No animal shall be kept or housed outside the Dwelling Unit on a permanent or semi-permanent basis.
- (d) The right by the Board to terminate such right if it determines, in their absolute discretion, that the maintenance of the animal constitutes a nuisance.
- (e) For purposes hereof, the term "household domestic pet" shall not include "exotic animals", as the Board defines and determines from time to time, including but not limited to any pigs, snakes or other reptiles, exotic breeds or wild hybrids.

8.08 Sewage Disposal. No individual sewage disposal system shall be permitted on any Lot.

8.09 Upkeep. The Lots shall at all times remain free of any unreasonable accumulation of rubbish, trash, garbage, waste material or noxious weeds.

8.10 No Sale or Lease to or Occupancy by a Sexually Oriented Offender. No Owner shall lease, convey or transfer a Dwelling Unit to any person who is required, pursuant to Section 2950.04 of the Ohio Revised Code (or other similar statute from any other jurisdiction), to register as a sexually oriented offender, nor shall any Unit Owner permit a Dwelling Unit to be occupied by any such sexually oriented offender. The Association shall not be liable to any Owner, Occupant or their guests as a result of the Association's alleged failure, whether negligent, intentional or otherwise, to enforce the provisions of this restriction. Any violation of this restriction shall subject the Owner and any resident or Occupant of the Owner's Dwelling Unit to any and all remedies provided by law, as well as this Declaration.

8.11 Rules and Regulations. The Board may establish and enforce rules and regulations as to the use of the Common Elements and the same as promulgated from time to time shall be enforceable in the same manner and to the same extent as other restrictions herein.

ARTICLE IX: RULES AND REGULATIONS

9.01 General. The Board may by majority vote adopt reasonable Rules and Regulations and amend the same which the Board may deem advisable for the maintenance, conservation, protection, and beautification of the Property and for the health, comfort, safety and general welfare of the Owners and Occupants. Such Rules and Regulations may include reasonable fines and penalties for

violations. Written notice of the Rules and Regulations will be forwarded to all Owners and copies thereof shall be available to all Owners.

9.02 Conflict. In the event of any conflict between the Rules and Regulations and the provisions of the Master Amendment, the provisions of the Master Amendment shall govern.

ARTICLE X: ARBITRATION

10.01 General. In the event of any dispute between Members as to the application of the restrictions set forth in Article VIII, or any Rule or Regulation, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time, date, and a place for hearing thereon within twenty (20) days thereafter, and give written notice to the party thereof no less than three (3) days in advance. The Board shall thereupon hear such evidence on the dispute as the board deems proper and render a written decision on the matter to each party within thirty (30) days thereafter. No action of law may be instituted by the party to such dispute unless arbitration pursuant hereto has first been had.

ARTICLE XI: MAINTENANCE

11.01 Association. The Association shall be responsible for the maintenance, repair, and replacement of the Common Elements subject to the exceptions and provisions hereof:

11.02 Owner. The Owner of each Lot shall be responsible for the maintenance, repair, and replacement to his Dwelling Unit and Lot.

11.03 Failure to Maintain. In the event an Owner shall fail to maintain his Lot and/or Dwelling Unit and improvements situated thereon to such an extent that in the opinion of the Board the conditions require maintenance, repair, or service for purposes of protecting the public safety or residents in or visitors to the Property, or in order to prevent or avoid damage to or destruction of any part, portion or aspect of the value thereof, including adjoining Dwelling Units and/or Lots, the Association shall have the right, upon approval of the majority of the Board, to enter upon that Lot and maintain, repair or service the same. The cost of such maintenance, repair or service shall be added to and become a Special Individual Lot Assessment, chargeable to the Lots they maintained, repaired, or serviced.

ARTICLE XII: DETENTION/RETENTION AREAS

12.01 Maintenance. The Association, after conveyance to it of the Common Elements, shall have the primary duty and be responsible for the care, custody, maintenance, regulation, and control of the storm water retention and detention facilities and ponds located on the Common elements and the equipment therein, the grounds in which such facilities are located, for such safety maintenance as is

reasonably necessary for such Common Elements, and for such maintenance to ensure compliance with applicable Beaver Creek regulations.

12.02 Maintenance Standards. The Association shall maintain the Common Elements conveyed to it in such a manner to allow storm water to accumulate in and/or discharge gradually from the pond thereon.

- (a) The Association shall be responsible for removal of debris and sediment in such facilities.
- (b) The Association shall also be responsible for keeping any inflow and discharge pipes associated with any such facility free from obstruction.
- (c) The Association shall be responsible for routine mowing and maintenance of the grounds within such Common Elements not covered with water, and for maintenance, repair, and replacement of any equipment thereon.
- (d) The Association shall have the power and duty to keep the Common Elements free from debris and obstructions, to remove any structures which may be placed in them and to take such other corrective action therein as may be necessary to permit proper drainage, retention, and detention of storm water through the Property.
- (e) The Association shall be responsible for proper lighting of the Common Elements.

12.03 Access Easement. The Association shall have an easement onto, over and through all Lots to the extent such an easement is necessary or appropriate to enable the Association to perform its maintenance duties described in this Declaration.

12.04 Beaver Creek. Beaver Creek shall have the permanent and irrevocable right and authority to inspect and monitor the drainage and water detention facilities that are developed under this plan. In the event that said facilities are not properly constructed or maintained, upon the failure of the Declaration or Association to take corrective action after being duly notified by Beaver Creek, Beaver Creek shall have the right, but not the obligation, to take whatever action is necessary to correct any improper construction, maintenance or operational functions and shall have the right to assess the full cost of such Beaver Creek action to the Association and to file a lien as hereinafter provided if the Association fails to make payment.

ARTICLE XIII: REAL ESTATE TAXES

13.01 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.

13.02 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 Elements.

ARTICLE XIV: INSURANCE

14.01 Fire and Extended Coverage Insurance. The Association shall at all times maintain, in its name, insurance coverage on the structures which are part of the Community Center now or at any time in the future, including fixtures and equipment to the extent they are part of the Community Center, against loss or damage by fire, lightning and such other perils as are ordinarily insured against by standard extended coverage endorsements, and all other perils that are customarily covered with respect to projects similar in construction, location and use, including perils normally covered in a "special form" policy of property insurance, where such is available in the locale of the Property.

14.02 Liability Insurance. The Association, as a Common Expense, shall insure itself, the Board, all Owners and Members of their respective families and other persons residing with them in the Property, their tenants and all persons lawfully in the possession or control of any Dwelling Unit, against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from destruction of property occurring upon, in or about, or arising from the Common Element(s), for such insurance to afford protection to a limit of not less than One Million Dollars (\$1,000,000.00) in respect to bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to any one occurrence, and to the limit of not less than One Hundred Thousand Dollars (\$100,000.00) in respect to damage to or destruction of property arising out of any one accident. Such policy shall not insure against liability for personal injury or property damage arising out of or relating to the individual Lots or Dwelling Units located thereon.

14.03 Other Insurance. As a Common Expense, the Association shall obtain such insurance as the Board considers necessary, including without limitation, fidelity bonds and crime insurance for anyone who either handles, or is responsible for funds held or administered by the Association. The amount of such fidelity bond and crime insurance shall be equal to, at a minimum, the maximum funds that will be in the custody of the Association at any time such bond is in effect. In addition, such fidelity bond coverage must equal one-quarter (1/4) of the Annual Assessments, together with the reserve funds, if any.

14.04 Notice of Cancellation or Substantial Changes. Any insurance coverage obtained by the Association shall contain a provision requiring the insurer to notify the Association and any mortgagee named in the mortgage clause, if applicable, in writing of the cancellation or a substantial change or coverage at least ten (10) days prior to such cancellation or substantial change.

14.05 Annual Review. The amounts and coverage of each insurance policy obtained by the Association shall be reviewed annually.

ARTICLE XV: AMENDMENT

15.01 General. Unless otherwise provided, this Master Amendment may be amended only with the approval of Owners exercising not less than seventy-five percent (75%) of the voting power of the Association. An Amendment terminating the applicability of the Master Amendment and to dissolve the Planned Community requires unanimous consent of the Owners. Any such Amendment shall be in writing and effective on the date when it is Recorded.

15.02 Right of First Refusal. Any Amendment attempting to or giving the Association or any Owners a right of first refusal on the sale, transfer, or other disposition of a Lot shall contain a provision exempting such right of first refusal as to any Lot, the title of which is obtained by a First Mortgagee pursuant to remedies provided in the mortgage, or foreclosure of the mortgage, or a deed to such mortgage in lieu of foreclosure. Notwithstanding any provision hereof, this provision and the requirement herein cannot be amended without unanimous written consent of all Owners and First Mortgagees.

15.03 Mortgage or Mortgagee. Any Amendment that adversely affects the value, priority or security of any mortgagee of record shall require the written consent of such mortgagee of record. Any Amendment affecting the underwriting requirements of any mortgagee shall require the written consent of such mortgagee and also its underwriters, if required by such mortgagee. Any Amendment of language specifically referring to mortgagees shall require the written consent of all mortgagees of record.

ARTICLE XVI: ARCHITECTURAL CONTROL AND RESTRICTIONS

16.01 General. No building, swimming pool, tennis court, fence, wall, patio, deck or other structure or improvement shall be commenced, erected or maintained on the Property, nor shall any exterior addition to or change or alteration be made until the plans and specifications showing the nature, kind, shape, color, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board, or by an Architectural Review Committee. In the event said Board or its designated committee fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

16.02 New Construction. The construction of a Dwelling Unit on any unbuilt Lot shall be subject to the Design Review Standards.

ARTICLE XVII: GENERAL

17.01 Covenants Running with Land. The covenants, conditions, restrictions, easements, reservations, liens and charges created by this Master Amendment shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Property, and their respective heirs, executors, administrators, successors and assigns, unless terminated pursuant to the terms of this Master Amendment.

17.02 Enforcement. In addition to any other remedies provided in this Master Amendment the Association or any Member shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges set forth herein now or hereafter imposed by or through the Rules and Regulations. Failure by the Association or by any Member to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restrictions, condition, covenant, reservation, easement lien or charge. The Association shall not deliberately refuse to enforce the provisions hereof or discontinue operations, or attempt to terminate its operation, without giving thirty (30) days prior written notice to all Eligible First Mortgagees.

17.03 Notice to Mortgagees. Notwithstanding any other provisions hereof, the Association shall notify any Eligible First Mortgagee in writing of any default by the Owner of such Lot in performance of that Owner's obligations under the Organizational Documents, which is not cured within thirty (30) days.

17.04 Severability. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall not in any way affect any other provisions hereof, all of which shall remain in full force and effect.

17.05 Gender and Grammar. Any necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, or individuals, male or female, shall in all cases be assumed as though in each case fully expressed herein.

17.06 Incorporation by Reference. Any reference in this Master Amendment to any specific provisions in the Restated Master Declaration shall be specifically incorporated as if fully rewritten herein.

17.07 Conflict. In the event of any conflict between the provisions of the Master Amendment and the provisions of the Restated Master Declaration the provisions of the Restated Master Declaration shall control.

17.08 References. Unless otherwise specified, all references to a particular Article or Section shall refer to such Article or Section of the Master Amendment.

EXECUTED on the date set forth in the acknowledgement of the signatures below.

THE WOODS OWNERS' ASSOCIATION

By:

W.A. Goss

President

By:

Robert J. Blackart

Vice President

By:

W. C. Smith

Secretary

By:

R. F. White

Treasurer

VOL 3718 PG 025

STATE OF OHIO, COUNTY OF Greene, SS:

The foregoing instrument was acknowledged before me this 2nd day of June, 2016 by WILLIAM GOERGE, President of The Woods Owners' Association, an Ohio not-for-profit corporation, on behalf of such corporation.



Annette M. Butler
Notary Public, State of Ohio
My Commission Expires 02-04-2018

Annette M. Butler
Notary Public

STATE OF OHIO, COUNTY OF Greene, SS:

The foregoing instrument was acknowledged before me this 2nd day of June, 2016 by Robert J. Blackart, Vice President of The Woods Owners' Association, an Ohio not-for-profit corporation, on behalf of such corporation.



Annette M. Butler
Notary Public, State of Ohio
My Commission Expires 02-04-2018

Annette M. Butler
Notary Public

STATE OF OHIO, COUNTY OF Montgomery, SS:

The foregoing instrument was acknowledged before me this 1st day of June, 2016 by Michael Husbion, Secretary of The Woods Owners' Association, an Ohio not-for-profit corporation, on behalf of such corporation.



Angel Martin
Notary Public, State of Ohio
My Commission Expires 11-23-2020

Angel Martin
Notary Public



Angel Martin
Notary Public, State of Ohio
My Commission Expires 11-23-2020

STATE OF OHIO, COUNTY OF Montgomery, SS:

The foregoing instrument was acknowledged before me this 1st day of June, 2016 by Roger Wickert, Treasurer of The Woods Owners' Association, an Ohio not-for-profit corporation, on behalf of such corporation.

Angel Martin
Notary Public



Angel Martin
Notary Public, State of Ohio
My Commission Expires 11-23-2020

THIS INSTRUMENT PREPARED BY:

HANS H. SOLTAU
Attorney at Law
6776 Loop Road
Centerville, Ohio 45459

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