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NICK NELSON
AUDITOR, WARREN CO. OHIO

LINDA ODA - WARREN COUNTY RECORDER
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CUNT FERGUSON & LEVAY CO LPA

**TENTH AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE RAVINES AT TIMBER'S EDGE CONDOMINIUM**

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104*
WHEREAS, the Declaration of Condominium Ownership for The Ravines at Timber's Edge Condominium ("Declaration") was recorded on June 24, 1998 in Book 1561, Page 904, in the Warren County Recorder's Office; and

WHEREAS, the First Amendment to the Declaration was recorded on July 24, 1998, in Book 1579, Page 664, in the Warren County Recorder's Office; and

WHEREAS, the Second Amendment to the Declaration was recorded on May 19, 1999 in Book 1759, Page 922, in the Warren County Recorder's Office; and

WHEREAS, the Third Amendment to the Declaration was recorded on March 1, 2000, in Book 1908, Page 213, in the Warren County Recorder's Office, and re-recorded on February 14, 2001 at Book 2090, Page 213; and

WHEREAS, the Fourth Amendment to the Declaration was recorded on March 24, 2000, in Book 1920, Page 36, in the Warren County Recorder's Office; and

WHEREAS, the Fifth Amendment to the Declaration was recorded on September 7, 2000 in Book 2004, Page 110, in the Warren County Recorder's Office; and

WHEREAS, the Sixth Amendment to the Declaration was recorded on December 20, 2000, in Book 2059, Page 223, in the Warren County Recorder's Office; and

WHEREAS, the Seventh Amendment to the Declaration was recorded on April 20, 2001, in Book 2145, Page 798, in the Warren County Recorder's Office; and

WHEREAS, the Eighth Amendment to the Declaration was recorded on May 31, 2001, in Book 2181, Page 173, in the Warren County Recorder's Office; and

WHEREAS, the Ninth Amendment to the Declaration was recorded on August 17, 2001, in Book 2256, Page 73, in the Warren County Recorder's Office; and

WHEREAS, the Declaration and Amendments to it are binding upon the owners of the property described in Exhibit "A" and attached hereto;

WHEREAS, Article XII, Section 12.2 of the Declaration provides that it may be amended by the Unit Owners entitled to exercise at least seventy-five percent (75%) of the total voting power of the Association; and

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WHEREAS, the requisite percentage of Unit Owners have voted to amend the Declaration to restrict the leasing of units while remaining in compliance with FHA's guidelines for FHA approval of condominiums;

NOW, THEREFORE, pursuant to Article XII, Section 12.2 of the Declaration, the Declaration is amended as follows:

Article IV, Section 4.13 is hereby deleted and the following is substituted in its place:

Section 2. Leasing of Units. In order to (a) protect the equity of the individual property owners at The Ravines at Timber's Edge Condominium; (b) to carry out the purposes for which the Condominium was formed by preserving the character of the Condominium as a homogenous residential community of predominantly owner-occupied homes and by preventing the Condominium from assuming the character of a renter-occupied apartment complex; and (c) to comply with the eligibility requirements for financing in the secondary mortgage market and under the Federal Housing Administration, leasing of units shall be governed by the following restrictions:

- (i) Only one of the Units within the Condominium Property may be leased at any one time without demonstrating an undue hardship. Leasing of more than one Unit at any one time shall be allowed only if the Owners of those Units demonstrate an undue hardship.
- (ii) Applications for an undue hardship exception will be considered in the order in which they are received. Documentation evidencing an undue hardship is required before an exception will be granted. The Board of Directors shall have the sole discretion to determine whether an undue hardship exists. Circumstances constituting an undue hardship include but are not limited to the following:
 - a. A Unit Owner is transferred one hundred (100) miles or more by their employer from Warren County Ohio *and* the Unit has failed to sell after having been listed for sale at the appraised value for a period of one year.
 - b. If a Unit Owner dies and the Unit is being administered by his or her estate, said Unit may be rented to an immediate relation of the deceased, provided that all condominium assessments are current prior to leasing.
 - c. Owners of Units having been listed for sale on the MLS for a period of one year may apply for a hardship as long as the Unit's listing price is based on the appraised value.

- d. If a Unit Owner is admitted to a nursing home or other long-term care facility, the Unit may be rented to an immediate relation of the Unit Owner.
- (iii) Unit Owners who are leasing their Units at the time of this Amendment's adoption shall not be included in the cap listed above. However, at the end of the lease term, those Unit Owners shall be subject to the provisions of this Amendment.
- (iv) No Unit shall be leased for a term of less than one year. Such lease shall provide that the occupant of the Unit is subject to the terms and provisions of the Association's Declaration, By-Laws, and rules and regulations. If the lease does not so provide, then, by a means of this covenant on the Condominium Property and Units, such provisions shall be deemed automatically included in the lease.
- (v) The Board of Directors shall be empowered to review a proposed lease contract to ensure that it conforms to these restrictions and does not violate the Declaration, By-Laws, or the Association's rules and regulations. All proposed leases must be in writing and must be approved by the Association prior to being signed.
- (vi) The Association may request and receive a copy of the lease agreement or any sublease agreement. The Association may request the names of tenants, tenants' family members, and roommates who will occupy the Unit.
- (vii) The Board shall have the power to make and enforce reasonable rules and regulations and to fine, in accordance with the Declaration and By-Laws, for violations of the provisions of this Section. Any transaction which does not comply with the provisions of this Section shall be void unless subsequently approved by the Board of Directors in writing.
- (viii) No unit may be leased for transient or hotel purposes, which shall include, without limitation, the following:
 - a. Rental for any period less than thirty (30) days;
 - b. Any rental where the occupants of the unit are provided customary hotel service, such as room service for food and beverage, maid service, laundry and linen service, or bellboy service.
- (ix) Any lessee or tenant of a Unit shall in all respects be subject to the Declaration, By-Laws, and all rules and regulations as are from

time to time promulgated by the Association or Board of Directors as though such lessee or tenant were an Owner. Each Owner agrees, furthermore, to ensure his or her lessee or persons living with such Owner or with his or her lessee to comply with the Declaration, By-Laws, and the rules and regulations promulgated thereunder and is responsible and liable for all violations and losses caused by such tenant or lessee, notwithstanding the fact that such occupants of the Units are fully liable for any violation of the Declaration, By-Laws, and rules and regulations. Any fines levied against a lessee and not paid by said lessee shall constitute a lien against the Unit.

- (x) The occupancy of a Unit by an immediate family member of the Owner(s) shall not be prohibited by this provision. "Immediate family member" shall mean father, mother, brother, sister, or children of the Owners(s).
- (xi) Any first mortgagee of a Unit who becomes the Owner of that Unit shall be permitted to lease the Unit without inclusion in the cap listed above.

As amended herein, the Declaration and all amendments thereto remain in full force and effect.

IN WITNESS WHEREOF, Kimberly A. Stair, the President of The Ravines at Timber's Edge Condominium Owners' Association, Inc., an Ohio non-profit corporation, hereby certifies that this Tenth Amendment was approved by the Unit Owners entitled to exercise at least seventy-five percent (75%) of the total voting power of the Association.

**THE RAVINES AT TIMBER'S EDGE
CONDOMINIUM OWNERS' ASSOCIATION,
INC.**

An Ohio non-profit corporation

Kimberly A. Stair
By: Kimberly A. Stair
President

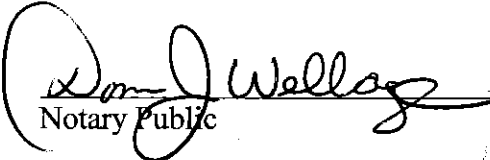
DONNA J. WELLS
Notary Public
State of Ohio
My Commission Expires October 8, 2013

STATE OF OHIO

COUNTY OF Hamilton

) SS:

The foregoing instrument was acknowledged before me this 4 day of December, 2012 by Kimberly A. Starn, the President of The Ravines at Timber's Edge Condominium Owners' Association, Inc., an Ohio non-profit corporation, on behalf of the corporation.


Notary Public

DONNA J. WELLAGE
Notary Public
State of Ohio
My Commission Expires October 8, 2013

Prepared by:
Cassandra L. Edwards, Esq.
CUNI, FERGUSON & LEVAY CO., L.P.A.
10655 Springfield Pike
Cincinnati, Ohio 45215
(513) 771-6768

EXHIBIT A

Legal Description

Situated in Section 22, Town 4, Range 2, Deerfield Township, Warren County, Ohio and being more particularly described as follows:

Phase 1

Being Unit 3280 (Clubhouse); Units 3306, 3308, 3294, and 3296 of Building 15 and Units 3322, 3324, 3326, and 3328 of Building 14, of Phase I of The Ravines at Timber's Edge Condominium, a condominium project as formed by the Declaration of Master Deed for The Ravines at Timber's Edge Condominium ("Declaration"), recorded on June 24, 1998 in Book 1561, Page 904, in the Warren County Recorder's Office, the plat of which is of record at Plat Book 41, Pages 14-21, in the Warren County Recorder's Office. An Affidavit to Correct Parcel Numbers verifying that Units 3294 and 3296 were erroneously designated as "3394 and 3396" was signed on June 30, 1998 and recorded in Book 1564, Page 892, in the Warren County Recorder's Office.

Phase 2

Being Units 3301, 3303, 3257, and 3255 of Building 2 and Units 3305, 3307, 3241, and 3239 of Building 1, of Phase II of The Ravines at Timber's Edge Condominium, as formed by the First Amendment to the Declaration, recorded on July 24, 1998, in Book 1479, Page 664, in the Warren County Recorder's Office, the plat of which is of record at Plat Book 41, Pages 58-61, in the Warren County Recorder's Office.

Phase 3

Being Units 3310, 3312, 3330, and 3332 of Building 12 and Units 3314, 3316, 3318, and 3320 of Building 13, of Phase III of The Ravines at Timber's Edge Condominium, as formed by the Second Amendment to the Declaration, recorded on May 19, 1999 in Book 1759, Page 922, of the Warren County Recorder's Office, the plat of which is of record at Plat Book 44, Pages 84-88, in the Warren County Recorder's Office.

Phase 4

Being Units 3309, 3327, 3325, and 3311 of Building 4, of Phase IV of The Ravines at Timber's Edge Condominium, as formed by the Third Amendment to the Declaration, recorded on March 1, 2000, in Book 1908, Page 213, of the Warren County Recorder's Office, the plat of which is of record at Plat Book 48, Pages 28-31 of the Warren County Recorder's Office, and re-recorded on February 14, 2001 in Book 2090, Page 213 of the Warren County Recorder's Office, the plat of which is of record at Plat Book 52, Pages 56-59 of the Warren County Recorder's Office.

Phase 5

Being Units 3313, 3315, 3321, and 3323 of Building 3, of Phase V of The Ravines at Timber's Edge Condominium, as formed by the Fourth Amendment to the Declaration, recorded on March 24, 2000, in Book 1920, Page 36 of the Warren County Recorder's Office, the plat of which is of record at Plat Book 48, Pages 67-70 of the Warren County Recorder's Office.

Phase 6

Being Units 3329, 3331, 3361, and 3363 of Building 5, of Phase VI of The Ravines at Timber's Edge Condominium, as formed by the Fifth Amendment to the Declaration, recorded on September 7, 2000 in Book 2004, Page 110, of the Warren County Recorder's Office, the plat of which is of record at Plat Book 50, Pages 48-52, of the Warren County Recorder's Office.

Phase 7

Being Units 3333, 3335, 3355, and 3357 of Building 6 and Units 3365, 3367, 3373, and 3375 of Building 7, of Phase VII of The Ravines at Timber's Edge Condominium, as formed by the Sixth Amendment to the Declaration, recorded on December 20, 2000, in Book 2059, Page 223, of the Warren County Recorder's Office, the plat of which is of record at Plat Book 51, Pages 81-87, of the Warren County Recorder's Office.

Phase 8

Being Units 3377, 3379, 3393, and 3395 of Building 8, of Phase VIII of The Ravines at Timber's Edge Condominium, as formed by the Seventh Amendment to the Declaration, recorded on April 20, 2001, in Book 2145, Page 798, of the Warren County Recorder's Office, the plat of which is of record at Plat Book 53, Pages 12-15, of the Warren County Recorder's Office.

Phase 9

Being Units 3362, 3364, 3394, and 3396 of Building 10 and Units 3334, 3336, 3346, and 3348 of Building 11, of Phase IX of The Ravines at Timber's Edge Condominium, as formed by the Eighth Amendment to the Declaration, recorded on May 30, 2001, in Book 2181, Page 173, of the Warren County Recorder's Office, the plat of which is of record at Plat Book 53 Pages 52-58, of the Warren County Recorder's Office.

Phase 10

Being Units 3397, 3399, 3417, and 3419 of Building 9, of Phase X of the Ravines at Timber's Edge Condominium, as formed by the Ninth Amendment to the Declaration, recorded on August 16, 2001, in Book 2256, Page 73, of the Warren County Recorder's Office, the plat of which is of record at Plat Book 54, Pages 51-54, of the Warren County Recorder's Office.

Unit Number**Parcel Number****Phase 1**

Building #3280 Clubhouse

3306

3308

3294

3296

3322

3324

3326

3328

16-22-262-001

16-22-262-002

16-22-262-003

16-22-262-004

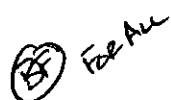
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16-22-262-006

16-22-262-007

16-22-262-008

16-22-262-009

**Phase 2**

3301

3303

3257

3255

3305

3307

3241

3239

16-22-262-012

16-22-262-013

16-22-262-014

16-22-262-015

16-22-262-016

16-22-262-017

16-22-262-018

16-22-262-019

**Phase 3**

3310

3312

3330

3332

3314

3316

3318

3320

16-22-262-022

16-22-262-023

16-22-262-024

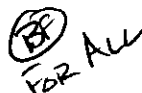
16-22-262-025

16-22-262-026

16-22-262-027

16-22-262-028

16-22-262-029

**Phase 4**

3309

3327

3325

3311

16-22-262-061

16-22-262-033

16-22-262-034

16-22-262-035

**Phase 5**

3313

3315

3321

3323

16-22-262-038

16-22-262-039

16-22-262-040

16-22-262-041



Phase 6

3329	16-22-262-044
3331	16-22-262-045
3361	16-22-262-046
3363	16-22-262-047

BF
FOR ALL

Phase 7

3333	16-22-262-050
3335	16-22-262-051
3355	16-22-262-052
3357	16-22-262-053
3365	16-22-262-055
3367	16-22-262-056
3373	16-22-262-057
3375	16-22-262-058

BF
FOR ALL

Phase 8

3377	16-22-262-062
3379	16-22-262-063
3393	16-22-262-064
3395	16-22-262-065

BF
FOR ALL

Phase 9

3362	16-22-262-068
3364	16-22-262-069
3394	16-22-262-070
3396	16-22-262-071
3334	16-22-262-072
3336	16-22-262-073
3346	16-22-262-074
3348	16-22-262-075

BF
FOR ALL

Phase 10

3397	16-22-262-078
3399	16-22-262-079
3417	16-22-262-080
3419	16-22-262-081

BF
FOR ALL