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LOGSDON'S RIDGE HOME OWNERS ASSOCIATION DECLARATION

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OCT 23 1987

BUTLER CO., AUDITOR

DANIEL S. WURST

THIS INSTRUMENT PREPARED BY:

MILLIKIN & FITTON LAW FIRM

9/29/87

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS

FOR
LOGSDON'S RIDGE HOME OWNERS ASSOCIATION

THIS DECLARATION, made on the date hereinafter set forth by Harry Thomas, Jr., Trustee, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the Township of Liberty, County of Butler, State of Ohio, which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

WHEREAS, Declarant is developing said property as a subdivision known as Logsdon's Ridge for which Declarant will construct an entrance and storm water drainage and retention facilities to be owned, managed and maintained by the Logsdon's Ridge Home Owners Association in accordance with the requirements of the Butler County Engineer, and

WHEREAS, it is the Declarant's intent to construct only the storm water drainage and retention facilities and subdivision entrance as "Common Area" improvements to be maintained by the "Association" initially.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value

and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

1.1 "Association" shall mean and refer to Logsdon's Ridge Home Owners Association, its successors and assigns.

1.2 "Board" shall mean the Board of Trustees of the Logsdon's Ridge Home Owners Association.

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

1.4 "Properties" or "Property" shall mean and refer to that certain real property hereinbefore described in Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.5 "Common Area" shall mean all real property (including the improvements thereto) owned by the Association in fee or by easement for the common use and enjoyment of the owners.

1.6 "Lot" shall mean and refer to any plot of land upon any recorded subdivision map of the Properties with the exception of the Common Area.

1.7 "Declarant" shall mean and refer to Harry Thomas, Jr., Trustee, his successors and assigns. The Declarant, his successors or assigns may acquire unplatted real property which adjoins any property already included within the jurisdiction of the Association which is intended to be developed into Lots and bring it within the jurisdiction of the Association.

ARTICLE II

PROPERTY RIGHTS

2.1 Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

2.1.1 the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

2.1.2 the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

2.1.3 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

and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

2.1.4 the right of the Association to restrict access to and use of storm water drainage, retention and other facilities and easements to the purposes for which such facilities and easements are intended only.

2.2 Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area to the members of his family, his tenants or contract purchasers who reside on the property subject to the rights of the Association.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

3.1 Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

3.2 The Association shall have two classes of voting membership:

3.2.1 Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owner. When more than one

person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

3.2.2 Class B Member(s) shall be the Declarant and he shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

3.2.2.1 when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

3.2.2.2 on January 1, 1995.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENT

4.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs

and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

4.3 Maximum Annual Assessment. Beginning January 1, 1989, the maximum annual assessment shall be Fifty (\$50.00) Dollars per Lot.

4.3.1 After January 1, 1990, the maximum annual assessment may not be increased by more than 10% above the maximum assessment for the previous year without a vote of the membership.

4.3.2 After January 1, 1990, the maximum annual assessment may be increased more than 10% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

4.3.3 The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

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4.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year (or such longer time as the Association may deem advisable) for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

4.5 Notice and Quorum for Any Action Authorized Under Sections 4.3 and 4.4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3 or 4.4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, 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.

4.6 Uniform Rate of Assessments. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, semi-annual or annual basis.

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4.7 Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on January 1, 1989. Declarant shall maintain the Common Area at his expense until that date. The Board of Trustees shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Trustees. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

4.8 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen (18%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. 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.

4.9 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall

not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the liens thereof.

ARTICLE V

ARCHITECTURAL CONTROL

5.1 Approval Required. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the appropriate entity. Review of the construction of the original dwellings and related construction, including landscaping, shall be by the Declarant or his designee and all other review shall be by the Board of Trustees of the Association or by an architectural committee composed of three (3) members appointed by the Board. Such plans and specifications shall be reviewed as to harmony of external design and location in relation to surrounding structures and topography in accordance with the requirements hereinafter set forth. In the event that the Declarant, the Board, or its designated committee, fails to approve or disapprove said plans

and specifications within thirty (30) days after submission, approval will not be required and this Article shall be deemed fully complied with.

5.2 The following requirements shall be applicable to the Properties:

5.2.1 General Conditions: Each Lot shall be used only for residential purposes. No building shall be erected, altered, placed or be permitted to remain on any Lot other than one detached single-family dwelling with a private garage for not more than three cars which is to be attached to the principal dwelling.

5.2.2 Dwelling Floor Areas: The floor area of the main dwelling exclusive of porches, decks, basements and garage shall be no less than 1,750 square feet for a ranch type dwelling, 2,250 square feet for a two-story dwelling. Contemporary designs having a lesser floor area than the above stated, however, may be approved if said design shall have a volume comparable to the above stated.

5.2.3 House Placement and Yard Grading: Houses shall conform to existing grade and drainage patterns. Existing grades at lot lines shall not be altered more than three (3) feet without written consent. Each Lot Owner and/or builder shall endeavor to retain as much of the natural woods as is practical.

5.2.4 Underground Houses and Log Houses:

Underground and log structures are prohibited.

5.2.5 Driveways: Gravel or dirt driveways are prohibited.

5.2.6 Water Discharge: Storm water must be disposed of in accordance with drainage plans on file with the Butler County Engineer.

5.2.7 Radio and Television Antennas: All radio and television and other antennas must be enclosed within the residence located on the Lot. All satellite dishes prohibited.

5.2.8 Air Conditioning and Heat Pump Equipment: Such equipment shall be located only in side yards, except for corner yards, and shall be screened from view.

5.2.9 Awnings: No metal or plastic awnings for windows, doors or patios may be erected or used. Canvas awnings may be used on any Lot subject to prior written approval.

5.2.10 Exterior Carpeting: No exterior carpeting shall be allowed if it is visible from the street or any neighboring Lot.

5.2.11 Lighting Exterior: Christmas lights may be erected no sooner than four weeks prior to and removed no later than four weeks after Christmas.

Mercury vapor yard lights in excess of 50 watts are prohibited.

Each residence shall have a post light located within eight (8') feet of the driveway and within twenty (20) feet of the street right-of-way. The post light shall be of the design approved by the Declarant or his designee and shall be controlled by a photo electric cell or other device which will activate the light not more than one hour after sundown and deactivate the light not more than one hour before sunrise.

5.2.12 Completion: Construction of a residential building on any tract shall be completed within one year from the date construction is started and the yard in front of the house must be sodded.

ARTICLE VI

USE RESTRICTIONS AND MAINTENANCE

6.1 Restrictions. The Property shall be subject to the following restrictions:

6.1.1 Purpose of Property: The Property shall be used only for residential purposes and common recreational purposes auxiliary thereto.

6.1.2 Nuisance: No obnoxious or offensive activity of any kind shall be engaged in on any Lot nor shall any Owner or occupant thereof engage in any activities that interfere with the quiet enjoyment, comfort and health of the occupants of adjacent neighboring Lots.

6.1.3 Animals and Pets: No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Exterior compounds, cages or kennels for the keeping of dogs, cats or other household pets or hunting dogs are prohibited.

6.1.4 Signage: No sign of any kind shall be displayed to the public view on any Lot except (a) one professional sign of not more than two square feet; (b) one sign of not more than three square feet advertising the property for sale; (c) and signs used by the Declarant to advertise the property during the construction or sale period.

6.1.5 Temporary Structures. No temporary building, mobile home, trailer, tent or storage shed, placed upon a Lot shall be used at any time as a residence, temporarily, or permanently before, during or after construction.

6.1.6 Maintenance. Each and every Lot and house thereon shall be maintained by the Owner thereof in a reasonable manner in accordance with the general standards of maintenance prevailing throughout the Property. All Lots shall be kept free of debris and clutter and shall be kept mowed. This paragraph shall not apply to any lots owned by the Declarant and held for sale.

6.1.7 Fencing, Storage Sheds, Pools. No fences or other Lot dividers, swing sets, clothes hanging fixtures, storage sheds or swimming pools may be erected or installed on any Lot unless such Lot Owner has first obtained written approval of the Board or the architectural committee appointed by the Board. The Association or its designee may promulgate guidelines for fence styles which may deny or restrict installation on specific Lots.

Above ground pools and pools designed for above ground use are prohibited.

Installation of permanent recreational equipment such as basketball boards and swing sets shall be limited to rear yards only.

6.1.8 Automobiles, Recreational Vehicles, Boats, Travel Trailers. No recreational vehicle, boat, or travel trailer shall be parked or stored on any Lot unless the same is in an enclosure or garage and completely out of view. Trucks exceeding a three-quarter (3/4) ton rating are prohibited, except moving vans and construction trucks for such purposes only, unless such trucks are kept in an enclosure or garage and completely out of view.

No vehicle in inoperable condition shall be stored on any Lot for a period in excess of ten (10) days unless the same is in an enclosure or garage and completely out of view.

6.1.9 Garage and Yard Sales. There shall be no more than two (2) garage or yard sales held by the Owner or residents of any Lot during any one year period.

6.2 Maintenance. The Properties shall be maintained as follows:

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6.2.1 Lots. Each Owner shall maintain his or her Lot in accordance with the prevailing custom in the Properties.

6.2.2 Common Driveways. The common portion of any driveways which serve more than one Lot shall be maintained on an equal basis by all of the Owners of the Lots benefited thereby.

6.2.3 Common Areas. The Common Areas, including the storm water retention areas, shall be maintained by the Association.

ARTICLE VII

GENERAL PROVISIONS

7.1 Enforcement. The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, the Association or by 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.

7.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

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7.3 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded. No amendment to the covenants and restrictions of this Declaration shall be binding upon any Lot owned by the Declarant or upon any additional property annexed to the terms of this Declaration by the Declarant, or upon any Lot upon which a single-family dwelling has not yet been erected unless the Declarant or any such Lot Owner agrees to said amendment in a recorded writing.

7.4 Right to Amend Documents. Notwithstanding anything above to the contrary, this Declaration may be amended at any time without the vote of Owners by a written instrument executed by the Declarant for the purpose of eliminating or correcting any typographical or other inadvertent error herein; eliminating or resolving any ambiguity herein; making nominal changes; clarifying Declarant's original intent; making any

change necessary or desirable to meet the requirements of any Institutional lender, the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other agency which may insure or purchase loans on a lot, provided, however, that no such amendment shall materially affect any Owner's interest in the Association or the Common Area. Each Owner and his mortgagees, by acceptance of a deed to a lot or a mortgage encumbering such lot, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by Declarant as provided in the immediately preceding sentence. All such Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to effectuate the provisions of this paragraph.

7.5 Annexation. The Declarant may, without the consent of the Owners or the Association, annex additional properties to the terms of this Declaration. Other residential properties and Common Area may be annexed to the properties by the Association by a vote of two-thirds (2/3) of each class of membership. Any such annexation shall be accomplished by the filing of a supplemental Declaration with the Recorder of Butler County, Ohio. Any Declaration by the Association shall

EXHIBIT "A"

October 1, 1987

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DESCRIPTION:

Logsdon's Ridge
Section One

LOCATION:

Liberty Township

Situated in Section 1 and 7, Town 2, Range 3, Liberty Township, Butler County, Ohio, and being more particularly described as follows:

Begin at a point found by measuring from the Southwest corner of Section 1, North $0^{\circ}-24'-40''$ West, 50.00 feet along the West line of Section 1;

- thence from the point of beginning thus found, and continuing with said Section line, North $0^{\circ}-24'-40''$ West, 1568.00 feet to a concrete monument;
- thence leaving said Section line and entering Section 7, North $33^{\circ}-24'-40''$ West, 260.00 feet to a concrete monument;
- thence North $20^{\circ}-50'-20''$ East, 390.00 feet to a concrete monument in the West line of Section 1 and the East line of Section 7;
- thence South $72^{\circ}-24'-40''$ East, 570.00 feet to a concrete monument;
- thence North $17^{\circ}-35'-20''$ East, 90.00 feet;
- thence South $72^{\circ}-24'-40''$ East, 60.00 feet;
- thence South $17^{\circ}-35'-20''$ West, 90.00 feet;
- thence South $72^{\circ}-24'-40''$ East, 100.00 feet to a concrete monument;
- thence North $75^{\circ}-54'-46''$ East, 29.38 feet to a concrete monument;
- thence South $17^{\circ}-35'-20''$ West, 350.43 feet;
- thence North $72^{\circ}-24'-40''$ West, 5.00 feet;
- thence, South $17^{\circ}-35'-20''$ West, 170.00 feet to a concrete monument;
- thence South $72^{\circ}-24'-40''$ East, 100.00 feet to a concrete monument;
- thence South $17^{\circ}-35'-20''$ West, 125.00 feet to a concrete monument;

October 1, 1987

DESCRIPTION: Logsdon's Ridge
Section One

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thence South $66^{\circ}-49'-16''$ West, 173.75 feet to a concrete monument;

thence South $34^{\circ}-43'-29''$ West, 49.15 feet to a concrete monument;

thence South $0^{\circ}-26'-52''$ East, 180.00 feet;

thence South $89^{\circ}-33'-08''$ West, 20.00 feet;

thence South $0^{\circ}-26'-52''$ East, 170.00 feet to a concrete monument;

thence North $89^{\circ}-33'-08''$ East, 185.00 feet to a concrete monument;

thence North $71^{\circ}-58'-23''$ East, 290.00 feet to a concrete monument;

thence South $89^{\circ}-33'-08''$ West, 464.14 feet to a point in the centerline of Princeton-Glendale Road;

thence with said centerline, South $00^{\circ}-51'-26''$ East, 468.52 feet;

thence leaving said centerline, South $89^{\circ}-33'-08''$ West, 310.29 feet;

thence South $2^{\circ}-02'-13''$ East, 449.85 feet to a concrete monument in the Northerly right-of-way of Hamilton-Mason Road;

thence with said right-of-way, South $89^{\circ}-33'-08''$ West, 1036.83 feet to the point of beginning, containing 40.221 acres of land and being subject to the legal right-of-way of Princeton-Glendale Road and all other easements and right-of-ways of record.

The above described real estate has been platted in Logsdon's Ridge, Section One and now known as Lots Number 1 through 66 of Logsdon's Ridge, Section One Butler County, Ohio. Recorded as Plat Number 1588, A, B & C of the Plat Records of Butler County, Ohio.

BY-LAWS

(CODE OF REGULATIONS)

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OF

LOGSDON'S RIDGE HOME OWNERS ASSOCIATION

ARTICLE I: NAME

The name of the corporation is Logsdon's Ridge Home Owners Association, hereinafter referred to as the "Association".

ARTICLE II: DEFINITIONS

All of the terms used herein shall have the same meanings as set forth in the Logsdon's Ridge Home Owners Association Declaration ("the Declaration") recorded with the Recorder of Butler County, Ohio.

ARTICLE III: OFFICES

SECTION 1: PRINCIPAL OFFICE. The principal office of the Association shall be located at 311 Nilles Road, Fairfield, Ohio, County of Butler, Ohio.

SECTION 2: OTHER OFFICES. The Association may have such other offices, either within or without the State of Ohio, as the Trustees may designate or as the business of the Association may require from time to time.

ARTICLE IV: FISCAL YEAR

SECTION 1: FIRST YEAR. Unless otherwise designated by resolution of the Trustees, the first fiscal year of the Association after the adoption of this Code of Regulations shall end on December 31, 1987.

SECTION 2: SUBSEQUENT YEARS. Subsequently, the fiscal year of the Association shall commence on the first day of January in each

year and end on the last day of the following December, or be such other period as the Trustees may designate by resolution.

ARTICLE V: THE ASSOCIATION

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The Association shall be a non-profit Ohio corporation and shall be called Logsdon's Ridge Home Owners Association.

SECTION 1: MEMBERSHIP. Membership in the Association shall be limited to Owners, and all Owners shall be members. Each Owner, upon acquisition of title to a Lot, shall automatically become a member of the Association. Membership shall terminate upon the sale or other disposition of the Lot. In the case of the sale of any Lot by means of a Land Installment Contract, the Vendor may assign his membership in the Association to the Vendee.

SECTION 2: VOTING RIGHTS. If a Lot is owned by two or more persons, the voting rights of the Lot Owners shall be exercised in accordance with the provisions contained in the Declaration.

SECTION 3: PROXIES. An Owner may vote in person or by proxy at any meeting of the Association. All proxies shall be in writing and filed with the Secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by an Owner of his, her or its Lot.

SECTION 4: QUORUM. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the vote of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have 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.

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SECTION 5: VOTING POWER. Except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws (hereinafter called the "Organizational Documents"), a majority of the voting power of each class of membership voting on any matter that may be determined by the Owners at a duly called and noticed meeting shall be sufficient to determine that matter. Robert's Rules of Order shall apply to the conduct of all meetings of Owners except as otherwise specifically provided in the Organizational Documents or by law.

SECTION 6: ANNUAL MEETINGS. Regular annual meetings of the Owners shall be held in the first calendar quarter of each year hereafter on a date and at an hour established by the Board.

SECTION 7: SPECIAL MEETINGS. Special meetings of the Owners may be called at any time by the President, by the Board, or upon written request of Owners entitled to exercise 25% of the voting power of each class of membership.

SECTION 8: NOTICE OF MEETINGS. Written notice of each meeting of Owners shall be given to each Owner at least five (5) days before such meeting. Notice shall be mailed or delivered to an Owner's Lot or a different address designated by the Owner for that purpose. The notice shall specify the place and time of the meeting and in the case of a special meeting, the purpose of the meeting.

SECTION 9: ORDER OF BUSINESS. The order of business at all meetings of Members of the Association shall be as follows:

- (1) Call to order

- (2) Proof of notice of meeting or waiver of notice
- (3) Reading of minutes of preceding meeting
- (4) Reports of officers
- (5) Reports of committees
- (6) Election of inspectors of election
- (7) Election of Trustees
- (8) Old business
- (9) New business
- (10) Adjournment

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SECTION 10: ACTION IN WRITING WITHOUT A MEETING. Any action that could be taken by Owners at a meeting may be taken without a meeting in a writing or writings signed by the appropriate number of the members of each class of membership as provided by the Organizational Documents.

ARTICLE VI: BOARD OF TRUSTEES

SECTION 1: NUMBER AND QUALIFICATION. The Board of Trustees shall consist of three (3) persons. The initial Trustees shall be those three persons named as the Trustees in the Articles of Incorporation.

SECTION 2: ELECTION OF MANAGERS: VACANCIES. The Trustees shall be elected at each annual meeting of members of the Association, or at a special meeting called for the purpose of electing Trustees. Trustees need not be Owners. At a meeting of the members of the Association at which Trustees are to be elected, only persons nominated as candidates shall be eligible for election as Trustees and the candidates receiving the greatest number of votes shall be elected. Election to the Board shall be by secret

written ballot. In the event of the occurrence of any vacancy or vacancies in the Board, however caused, the remaining Trustees shall, within two (2) weeks of the date that the vacancy becomes effective, call a special meeting of the members for the purpose of electing a Trustee or Trustees to fill said vacancy.

SECTION 3: TERM OF OFFICE: RESIGNATIONS. Each Trustee shall hold office until the next annual meeting of the members of the Association and until his successor is elected, or until his earlier resignation, removal from office or death. Any Trustee may resign at any time by delivering his written resignation to the Secretary of the Association. Members of the Board shall serve without compensation.

SECTION 4: ORGANIZATIONAL MEETING. Immediately after each annual meeting of members of the Association, the Trustees shall hold an organizational meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

SECTION 5: REGULAR MEETINGS. Regular meetings of the Trustees may be held at such times and places as shall be determined by a majority of the Trustees, but at least four (4) such meetings shall be held during each fiscal year.

SECTION 6: SPECIAL MEETINGS. Special meetings of the Trustees may be held at any time upon call by any one (1) Trustee. Notice of the time and place of each meeting shall be given to each Trustee by personal delivery, mail, telegram or telephone at least two (2) days before the meeting. Attendance of any Trustees at any meeting without protesting the lack of proper notice shall be deemed to be a waiver of notice of such meeting. Unless otherwise indicated in the

notice, any business may be transacted at any organizational, regular or special meeting.

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SECTION 7: QUORUM: ADJOURNMENT. A majority of the Trustees then in office shall constitute a quorum. At any meeting at which a quorum is present all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these By-Laws.

SECTION 8: ACTION IN WRITING WITHOUT MEETING. Any action that could be taken by the Trustees at a meeting may be taken without a meeting in writing or writings signed by all of the Trustees.

SECTION 9: REMOVAL OF TRUSTEES. At any meeting of members of the Association any one or more of the Trustees selected by the members may be removed with or without cause by the vote of members entitled to exercise not less than seventy-five (75%) percent of the voting power of each class of membership. A successor shall then and there be elected to fill the vacancy created.

ARTICLE VII: OFFICERS

SECTION 1: ELECTION AND DESIGNATION OF OFFICERS. The Trustees shall elect a President, a Secretary and a Treasurer. The Trustees may also appoint such other officers as in their judgment may be necessary.

SECTION 2: TERM OF OFFICE: VACANCIES. The officers of the Association shall hold office until the next organizational meeting of the Trustees and until their successors are elected. The Trustees may remove any officer at any time with or without cause by a majority vote of the Trustees then in office. Any vacancy may be filled by the Trustees.

SECTION 3: PRESIDENT. The President shall be the chief

executive officer of the Association. He shall preside at all meetings of members of the Association. He shall preside at all meetings of members of the Association and at all meetings of the Trustees. The President shall have a general executive supervision of the business and affairs of the Association. He may execute all authorized deeds, contracts and other obligations of the Association and shall have such other authority and shall perform such other duties as may be determined by the Trustees or otherwise provided for in the Declaration or in these By-Laws.

SECTION 4: SECRETARY. The Secretary shall keep the minutes of the meetings of the members of the Association and of the Trustees, keep such books as may be required by the Trustees, and give notices of meetings of members and of Trustees.

SECTION 5: TREASURER. The Treasurer shall receive all money, bills, notes and similar property belonging to the Association. He shall keep accurate financial accounts and hold the same open for inspection and examination by the Trustees and the members of the Association. The Treasurer shall have such authority and shall perform such other duties as may be determined by the Trustees.

ARTICLE VIII: POWERS AND DUTIES OF THE ASSOCIATION

SECTION 1: POWERS. The Trustees shall exercise all powers and authority not specifically and exclusively reserved to the Owners. The Board shall have the right, power and authority to:

- (a) take all actions deemed necessary or desirable to comply with all requirements of law and the Organizational Documents;
- (b) obtain insurance coverage;

- (c) enforce the covenants, conditions and restrictions set forth in the Declaration; VOL 1613 PAGE 415
- (d) repair, maintain and improve the Common Areas;
- (e) establish, enforce, levy and collect assessments as provided in the Declaration;
- (f) adopt and enforce rules and regulations governing the use of the Common Areas and the personal conduct of Owners and their guests and establish penalties for the infraction thereof;
- (g) suspend the voting rights of an Owner during any period in which he is in default in the payment of any assessment;
- (h) authorize the officers to enter into management agreements in order to facilitate the efficient operation of the Property.

SECTION 2: DUTIES. It shall be the duty of the Board to:

- (a) keep complete records and account for its acts to the Owners at each annual meeting or at any special meeting when an account is requested in writing by Owners representing at least fifty (50%) percent of the voting power of each class of membership;
- (b) supervise all officers, agents and employees of the Association and see that their duties are properly performed;
- (c) as more fully provided in the Declaration:
- (i) fix the amount of assessments against each Lot;
 - (ii) give written notice of each assessment to every Owner; and

- (iii) foreclose the lien against any property for which assessments are not paid or bring an action at law against the Owner(s) personally obligated to pay the same, or both;
- (d) issue or cause to be issued a certificate setting forth whether or not any assessment has been paid;
- (e) procure and maintain insurance on the Property and the Association as the Trustees deem advisable;
- (f) maintain the Common Area;
- (g) enforce the restrictions created by the Declaration; and
- (h) take all other actions required to comply with law and the Organizational Documents.

ARTICLE IX: GENERAL PROVISIONS

SECTION 1: BOOKS AND RECORDS OF ASSOCIATION. The Association shall keep correct and complete books and records of its receipts and expenditures, minutes of the proceedings of the Owners and Board of Trustees, and records of the names and addresses of the Owners and their Ownership Percentages. The books and records shall be open for inspection by any Owner or his representative at any reasonable time during normal business hours. Upon ten (10) days' notice any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing.

SECTION 2: ANNUAL AUDIT. The books of the Association shall be audited annually by the Board of Trustees prior to the annual meeting.

SECTION 3: DELEGATION OF DUTIES. The Association may hire managers and provide reasonable compensation for their services as a common expense.

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SECTION 4: SEVERABILITY. The invalidity of any provision of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of any other provision.

SECTION 5: CAPTIONS. The captions of the various provisions of these By-Laws are not a part of the By-Laws but are for convenience of reference only.

ARTICLE X: INDEMNIFICATION OF TRUSTEES AND OFFICERS

SECTION 1: RIGHT OF INDEMNIFICATION. The members of the Board of Trustees and the officers shall not be liable to the Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify every Trustee and officer, his heirs, executors and administrators, against all loss, costs and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Trustee or officer of the Association except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for willful misconduct or bad faith. The Board of Trustees may purchase insurance in such amounts as it deems appropriate to provide such indemnification, and the cost of such insurance shall be a common expense. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be

indemnified has not been guilty of willful misconduct or bad faith in the performance of his duty as such Trustee or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Trustee or officer may be entitled. All liability, loss, damage, cost and expenses incurred or suffered by the Association by reason of or arising out of or in connection with the foregoing indemnification provisions shall be treated by the Association as common expenses; provided, however, (1) that nothing contained in this Section shall be deemed to obligate the Association to indemnify any member or Owner, who is or has been a Trustee or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of his membership in the Association or as an Owner, and (2) the Association will not indemnify or reimburse any person for amounts determined to be owed to the Association resulting from an action brought on or on behalf of the Association.

SECTION 2: INVALID PROVISIONS. If any part of this Article shall be found invalid or ineffective, the validity and effect of the remaining parts shall not be affected.

ARTICLE XI: CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1: CONTRACTS. The Board of Trustees may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

SECTION 2: LOANS. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in

its name unless authorized by a resolution of the Board of Trustees. Such authority may be general or confined to specific instances.

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SECTION 3: CHECKS, DRAFTS, ETC. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Trustees.

SECTION 4: DEPOSITS. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in approved banks, trust companies or other depositories. The Board of Trustees is authorized to select such depositories as it shall deem proper for the funds of the Association. The Board of Trustees shall determine who shall be authorized on the Association's behalf to sign bills, notes, receipts, accpetances, endorsements, checks, releases, contracts and other documents.

ARTICLE XII: CONSISTENCY WITH DECLARATION

If any provision of these Regulations shall be inconsistent with the Association's Declaration, (now and as it may be amended from time to time), the Declaration (as so amended at the time) shall govern.

ARTICLE XIII: SECTION HEADINGS

The headings contained in these By-Laws are for reference purposes only and shall not be construed to be part of and/or shall not affect in any way the meaning or interpretation of these By-Laws.

Any amendment of these By-Laws shall be made only by means of an amendment to the Declaration in the manner and subject to the approval, terms and conditions set forth therein, and shall be effective from the time a certificate setting forth such amendment is delivered for recording to the Recorder of Butler County, Ohio.

THIS INSTRUMENT PREPARED BY:

MILLIKIN AND FITTON LAW FIRM
SIXTH FLOOR, RENTSCHLER BUILDING
P.O. BOX 598
HAMILTON, OHIO 45012

JOINT RESOLUTION

WHEREAS, Harry Thomas, Jr., Trustee, ("Thomas") is the declarant in the Declaration of Covenants, Conditions and Restrictions and Reservations of Easements for Logsdon's Ridge Homeowners Association ("Declaration"); and

WHEREAS, the Declaration establishes the Logsdon's Ridge Homeowners Association ("Association") for the governance of the Logsdon's Ridge Development; and

WHEREAS, the Association has elected a Board of Trustees; and

WHEREAS, Guillermo C. Guinigundo, Trustee, ("Guinigundo") is the owner of property that is governed by the Association; and

WHEREAS, Thomas and Guinigundo are hereinafter collectively referred to as the "Declarant"; and

WHEREAS, pursuant to Section 5.1 of the Declaration, review of the construction of the original dwellings constructed on the Property, including landscaping, shall be by the Declarant or his designee and all other review shall be by the Board of Trustees; and

WHEREAS, Section 5.2.12 of the Declaration requires that the yard in the front of a house constructed on the Property must be sodded; and


WHEREAS, periodically the Butler County Water and Sewer Department imposes water bans which prohibit the sprinkling of yards in the Logsdon's Ridge Development and as a result of this requirement, the sodding of the yards as required by the Declaration is impractical because of the excessive amount of watering that is required with sodding; and

WHEREAS, the Declarant and the Board of Trustees have decided that the sodding requirement of Section 5.2.12 of the Declaration should be revised in light of the periodic water bans imposed by the Butler County Water and Sewer Department.

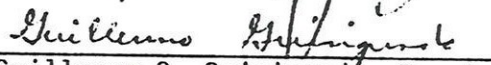
NOW, THEREFORE, the Declarant and the Board of Trustees hereby adopt the following standard to be used in connection with the review of any construction in the Logsdon's Ridge Development:

1. Section 5.2.12 of the Declaration shall be expanded to provide that the yard in the front of any house to be constructed in the Logsdon's Ridge Development may be either sodded or seeded; such change being necessitated by the periodic water bans imposed by the Butler County Water and Sewer Department.

Dated this 27 day of September, 1991.

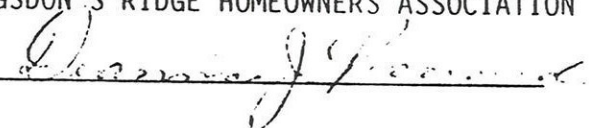


Harry Thomas, Jr., Trustee



Guillermo C. Guinigundo, Trustee

LOGSDON'S RIDGE HOMEOWNERS ASSOCIATION

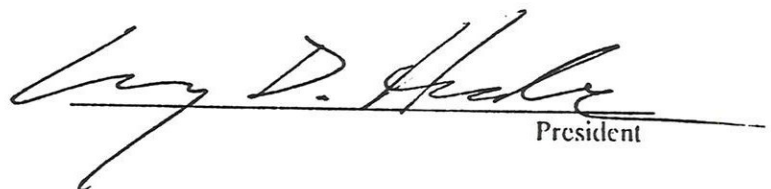
By 

RESOLVED: That the Board of Trustees of the Logsdon's Ridge Home Owners Association or its designee pursuant to Article V of the Declaration resolve that the following STANDARD shall be used for the review of all plans relating to the construction of improvements on lots in Logsdon's Ridge Subdivision:

STANDARD I


The yard in the front of any house to be constructed in the Logsdon's Ridge Development may be either sodded or seeded; such change being necessitated by the periodic water bans imposed by the Butler County Water and Sewer Department.

Dated: 10/14/91


President

CERTIFIED COPY OF RESOLUTION
OF
LOGSDON'S RIDGE HOMEOWNERS ASSOCIATION

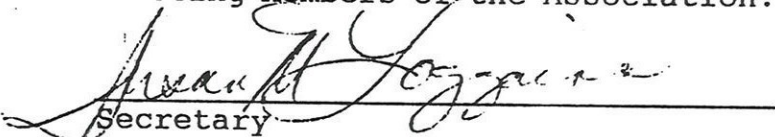
The undersigned, President of the above Association, hereby certifies that the attached resolutions were duly adopted by a quorum of the Trustees of the Association at the Trustee meeting on September 10, 1991. These resolutions were also ratified by over 90% of the voting Members of the Association.



President

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of resolutions of Logsdon's Ridge Homeowners Association which were duly adopted by a quorum of the Trustees of the Association at the Trustee meeting on September 10, 1991, said resolutions were also ratified by over 90% of the voting Members of the Association.



Secretary

JOINT RESOLUTION

WHEREAS, Harry Thomas, Jr., Trustee, ("Thomas") is the declarant in the Declaration of Covenants, Conditions and Restrictions and Reservations of Easements for Logsdon's Ridge Homeowners Association ("Declaration"); and

WHEREAS, the Declaration establishes the Logsdon's Ridge Homeowners Association ("Association") for the governance of the Logsdon's Ridge Development; and

WHEREAS, the Association has elected a Board of Trustees; and

WHEREAS, Guillermo C. Guinigundo, Trustee, ("Guinigundo") is the owner of property that is governed by the Association; and


WHEREAS, Thomas and Guinigundo are hereinafter collectively referred to as the "Declarant"; and

WHEREAS, pursuant to Section 5.1 of the Declaration, review of the construction of the original dwellings constructed on the Property, including landscaping, shall be by the Declarant or his designee and all other review shall be by the Board of Trustees; and

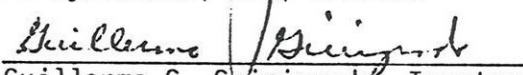
WHEREAS, the Declarant and the Board of Trustees desire to set standards for the installation of recreational equipment, storage sheds and the like on Lots in the Logsdon's Ridge Development.

NOW, THEREFORE, the Declarant hereby delegates to the Board of Trustees all the responsibility for the review of the installation of recreational equipment, storage sheds, fences and clothes hanging fixtures on Lots and authorizes that the Board of Trustees or its designee, pursuant to Article V of the Declaration, promulgate such rules, regulations or standards as it deems necessary for the installation and use of such improvements on Lots in the Logsdon's Ridge Development.

Dated this 27 day of September, 1991.

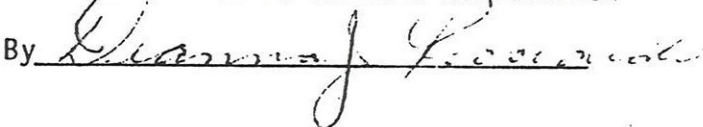


Harry Thomas, Jr., Trustee



Guillermo C. Guinigundo, Trustee

LOGSDON'S RIDGE HOMEOWNERS ASSOCIATION

By 

CERTIFIED COPY OF RESOLUTION
OF
LOGSDON'S RIDGE HOMEOWNERS ASSOCIATION

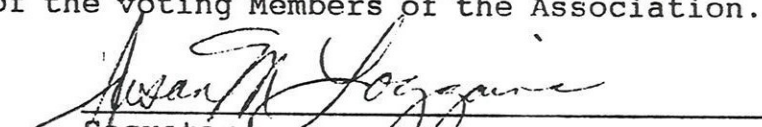
The undersigned, President of the above Association, hereby certifies that the attached resolutions were duly adopted by a quorum of the Trustees of the Association at the Trustee meeting on September 10, 1991. These resolutions were also ratified by over 90% of the voting Members of the Association.



President

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of resolutions of Logsdon's Ridge Homeowners Association which were duly adopted by a quorum of the Trustees of the Association at the Trustee meeting on September 10, 1991, said resolutions were also ratified by over 90% of the voting Members of the Association.



Secretary

RESOLVED: That the Board of Trustees of the Logsdon's Ridge Home Owners Association or its designee pursuant to Article V of the Declaration resolve that the following STANDARD shall be used for the review of all plans relating to the construction of improvements on lots in Logsdon's Ridge Subdivision:

STANDARD II

No fences or other lot dividers, clothes hanging fixtures or swimming pools may be erected or installed on any lot unless such lot owner has first obtained written approval of the Board of Trustees or its designee (hereinafter the "Board".) The Board may set guidelines for fence styles which may deny or restrict installation on specific lots.

Above ground pools and pools designed for above ground use are prohibited.

Prior to the installation of any swing set or play ground equipment, the plans for such equipment must be submitted to the Board for approval. All swing sets or playground equipment must be built/manufactured with treated lumber. All "metal type" swing sets installed prior to April 16, 1991, will be allowed to remain under a "grandfather provision" but no subsequent "metal type" swing sets will be allowed to replace the existing structure. Installation of swing sets and other permanent recreational equipment shall be limited to the rear yard.

No storage sheds of any type are allowed and are expressly prohibited. All storage sheds in existence on or before April 16, 1991, will be allowed to remain under a "grandfather provision" but no subsequent storage sheds will be allowed to replace the existing structure.

Installation of basketball goals or basketball boards may be erected or installed only after the plans have been reviewed and approved by the Board. Further, all basketball goals/boards must be in compliance with the guidelines established by the advisory board on April 16, 1991.

BASKETBALL GOALS - RESTRICTIONS AND REGULATIONS

I. LOCATION

- 1) Basketball goals should be located next to a driveway or next to another concrete pad located in the rear of the homeowners property. When goals are located by a driveway they should be located to the outside of the homeowners property.
- 2) Basketball goals, located in rear lot locations, should be no closer than 10 ft. from nearest property line.
- 3) Basketball goals may not be closer than 20 ft. from the nearest street.
- 4) Basketball goals may not be installed on or in any way be affixed or fastened to any part of the house structure.

II. EQUIPMENT TYPE

- 1) Basketball goals must be of the type commercially available and have a backboard made of fiberglass, or other approved materials that will withstand outside use and weathering.
- 2) The backboard supports must be made of metal (no wood) and be painted black.
- 3) The netting should be made of nylon or other commercially acceptable materials.

III. INSTALLATION

- 1) Basketball goal must be installed per manufacturers specifications including the proper concrete footing.

- 2) The basketball goals approved by the Board are those intended for permanent outside use and must be installed accordingly.

IV. MAINTENANCE

- 1) Basketball goals should be maintained, painted, etc. so as they do not become aesthetically unacceptable or unattractive by community standards.

V. USE

- 1) Basketball goals are intended for the use and enjoyment of the respective Homeowner. Use of basketball goals in a malicious or disruptive manner is unacceptable. As courtesy to your neighbors, we suggest that basketball playing should be limited to the hours of 9:00 a.m. to 9:00 p.m. each day.

Dated:

10/14/91



President