

EXPLANATION OF YOUR DECLARATIONS, COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE LAKEWOOD HOA

The declaration of covenants, conditions, and restrictions of easements for the Lakewood Homeowners Association are in place for your protection. I have included in the following lines a brief summary of the most questionable rules and regulations:

1. Article IX 9.1.3 - 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, doghouses, houses, cages, or kennels for the keeping of dogs, cats, or other household pets or hunting dogs are prohibited. Adding an interior fence the same as or similar to your existing split rail fence constitutes an animal shelter/run, which is prohibited.
2. Article IX 9.1.5 - Temporary structures: no temporary building, mobile home, trailer, tent or storage shed placed upon a lot shall be used at anytime as a residence temporarily, or permanently before, during or after construction. The previously mentioned items are prohibited per the declarations of covenants for Lakewood Homeowners Association.
3. Article IX 9.1.7 - Fencing, storage sheds, pools: no fences or other lot dividers, swing sets, basket ball boards, recreational equipment, 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 from the board or the architectural committee appointed by the board. The board at its discretion will devise the guidelines for installation if the proposed project is permitted.
4. Article IX 9.1.8 - Automobiles, recreational vehicles, boats, travel trailers: no recreational vehicle, boat or travel trailer shall be parked or stored on any lot unless it is stored in the garage of the home and completely out of view or it complies with the twenty four hour

loading and unloading regulations. Commercial trucks as well as truck exceeding a three quarter ton rating are prohibited. If it is necessary for the homeowner to drive one of these vehicles for his/her lively hood it must be stored in the garage of the home and completely out of view. Moving vans and commercial vehicles located on the property are permitted only during the times that a contractor is on site fulfilling his/her contract with the homeowner. No inoperable vehicle shall be stored on any lot for a period in excess of ten days unless it is enclosed in the garage of the home and completely out of view.

The previous was an explanation of the most commonly asked questions by homeowners in the Lakewood community. For a more thorough explanation of the rules and regulations at Lakewood please refer to article IX and X in your declaration of covenants. The declaration of covenants were developed to protect the homeowner and the homeowner's property value as well as the well being of their surrounding neighbors. Violation of any article in the declaration of covenants could result in legal action by the association. The declaration of covenants is on file with the state and county and is considered to be legal binding law.

It is mandatory that any change made to the exterior of any home in the Lakewood community be approved by the board before installation.

*DECLARATION OF
COVENANTS,
CONDITIONS AND
RESTRICTIONS OF
EASEMENTS FOR THE
LAKEWOOD HOME
OWNERS
ASSOCIATION*

DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

AND RESERVATION OF EASEMENTS

FOR

LAKEWOOD HOME OWNERS ASSOCIATION

9500041479
Filed for Record in
BUTLER COUNTY, OHIO
JOYCE B THALL
On 08-30-1995 At 11:32 am.
DECL 138.00
Book OR Vol. 5427 Page 119

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

WITNESSETH:

WHEREAS, the Declarant is the owner of the real property located in the City of Indian Springs, Butler County, Ohio which is more fully described in Exhibit "A" hereof and desires to create thereon a residential community with permanent sign and landscape easements, common areas and recreational facilities for the benefit of said community; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said sign and landscape easements, including entrance signs, and for the maintenance of common areas and recreational facilities to be erected within said community; and to this end, desires to subject the real property described in Exhibit "A" hereof to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and the subsequent owners thereof; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an association to which should be delegated and assigned the powers and duties of maintaining and administering the signs and landscape easements, retention and detention facilities, common areas and recreational facilities, and administering and enforcing the within covenants and restrictions and disbursing the charges and assessments hereinafter created; and

WHEREAS, the Declarant has formed Lakewood Home Owners Association as a non-profit Ohio Corporation for the purpose of carrying out the powers and duties aforesaid.

NOW, THEREFORE, Declarant hereby declares that all of the real estate described in Exhibit "A" attached hereto 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 estate and be binding on all parties having any right, title or interest in it or any part of it, 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 Lakewood Home Owners Association, its successors and assigns.

1.2 "Board" shall mean the Board of Trustees of Lakewood Home Owners Association.

1.3 "Property" or "Properties" 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.

1.4 "Lot" shall mean and refer to the physical portion of the Property designated for separate ownership or occupancy, the boundaries of which are graphically shown as Lot 4919 through and including Lot 4968 on the plat of Lakewood, Section One, Block "A", recorded in Plat Envelope 2549 at Pages A, B and C of the Butler County, Ohio Recorder's Plat Records.

1.5 "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 Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.6 "Additional Property" shall mean all or any part of the real estate which is described in Exhibit "B" attached hereto as may be brought within (annexed) the jurisdiction of the Association.

1.7 "Common Area" or "Common Areas" shall mean the real property (including the improvements thereto) to be managed by the Association or owned by the Association in fee, by lease, by easement, or the like.

1.8 "Plat" shall mean and refer to the plat of Lakewood Subdivision which creates Lot 4919 through and including Lot 4968 and which is recorded in Plat Envelope 2549 at Pages A, B and C of the Butler County, Ohio Recorder's Plat Records.

1.9 "Private Drainage and Access Easements" are shown on the Plat and shall include the concrete gutters and outlet structures, storm sewers, manholes, catch basins, pipes, headwalls, dams, aeration systems, streams, ditches, rip rap, and rock if used for channel protection.

1.10 "Occupant" means any person in possession of a Lot or the dwelling constructed thereon, whether or not such possession is lawful, and shall include but not be limited to, an Owner's family members, guests, invitees, tenants and lessees.

1.11 "Declarant" shall mean and refer to Harry Thomas, Jr., Trustee, his successors and assigns. The Declarant, his successors or assigns may, subject to the terms of this Declaration, annex all or any part of the real estate described on Exhibit "B" attached into the jurisdiction of the Association.

1.12 "By-Laws" means the By-Laws or Code of Regulations of the Association, as the same may be amended from time to time, pursuant to Section 1702 of the Revised Code of Ohio. A true copy of the By-Laws as shown in Exhibit "C" is attached hereto and made a part hereof.

1.13 "Sign and Landscaping Easements" are shown on the Plat and shall include all structures, footers, conduit, light fixtures, shrubs, trees, plants and flowers.

ARTICLE II - COMMON AREA AND EASEMENTS

2.1 Description. The Common Area shall be any portion of the Property to be maintained and managed by the Association or owned by the Association in fee or by easement or leased to the Association. The Common Area (together with any structures or improvements now existing or hereinafter contracted thereon) shall consist of: (a) the Private Drainage and Access Easements as shown on the Plat; (b) Sign and Landscaping Easements as shown on the Plat; and (c) Lot 4967 shown on the Plat upon which Declarant will be constructing the swimming pool and related facilities, at Declarant's sole cost and expense.

2.2 Easements. The Lots and Common Area shall be subject to certain easements. These easements shall be appurtenant to and pass with the title to the Lots.

2.2.1 Access. Each Lot is subject to and benefitted by an easement for ingress and egress in favor of the Association for the purpose of performing any of its responsibilities described in this Declaration. Unless otherwise provided, access to any lake which is located in the Common Area shall be restricted to any Owner or Occupant whose Lot adjoins it.

2.2.2 Owner's Right of Enjoyment. Every Owner and Occupant shall have a right to and easement for the enjoyment of, in, and to the Common Areas, and such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

(a) The right of the Association, in accordance with its By-Laws, to borrow money for the purpose of improving the Common Areas, and in aid thereof to mortgage said Common Areas. The Association shall not mortgage the Common Areas except by resolution approved by a vote of two-thirds (2/3) of the total number of votes held by the Members of each class taken at a special meeting, called for such purpose;

(b) The right of the Association to levy annual and special assessments and to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;

(c) The right of the Association to permit the use of the Common Areas and recreational facilities by non-members of the Association for such fees as may be established by the Board;

(d) The right of the Association to suspend the voting rights and the rights to use of the Common Areas and recreational facilities for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of published rules and regulations; provided, however, that all assessments shall continue during any suspension period;

(e) The right of the Association to limit the number of guests of Owners;

(f) The right of the Association to grant easements over or to dedicate or transfer all or any part of the Common Areas to any public agency, authority, utility, or other persons or entities for such purposes and subject to such conditions as may be agreed upon by the Members. No such grant, dedication or transfer shall be effective unless an instrument approved by two-thirds (2/3) of each class of Members

agreeing to such grant, dedication or transfer at a meeting called for such purpose has been recorded upon the public records of Butler County, Ohio;

(g) The right of the Declarant, his successors and assigns to make any improvements he deems proper upon the Common Areas, even after their conveyance to the Association;

(h) The right of the Declarant, his successors and assigns, and the Association, to erect and maintain signs and landscaping within Sign and Landscaping Easements as shown upon the Plat; and

(i) The right of the Association to promulgate and enforce reasonable rules and regulations governing the use of the recreational facilities and the Common Areas.

The easement for enjoyment over the Common Area provided for in this Section 2.2.2 shall be limited to the purposes for which the Common Area is created. Nothing herein shall be construed to provide any right of access to any Lot (other than Lot 4967) by any person who is not the Owner of the Lot, except as provided in Section 2.2.1 or Section 2.2.3 of this Declaration.

2.2.3 Drainage. The Private Drainage and Access Easements shall be maintained by the Association as hereinafter set forth. No Owner or Occupant shall do anything within a Lot which shall unreasonably increase or divert the flow of surface water.

2.3 Title to Common Areas. Title to the Common Areas may be conveyed to the Association and if it is, it shall be so conveyed free and clear of all liens and encumbrances; provided, however, that the Declarant shall have the right from time to time to reserve for the purpose of development of the Property all or any portion of the Property for various easements and rights-of-way, together with the right to dedicate the same where applicable and customary and the right of ingress and egress across the Common Areas in connection with the development of the Property. The Declarant's rights hereunder shall not unreasonably interfere with the Owner's easement of enjoyment.

2.4 Owner's Delegation Rights. Any Owner may delegate his or her easement rights and rights of enjoyment to the Common Area to any Occupant, and any guests, invitees, tenants or lessees thereof. Any Owner who has leased his or her Lot shall be deemed to have delegated such rights. Any such delegation,

however, shall be in accordance with and subject to reasonable rules, regulations and limitation as may be adopted by the Association in accordance with its By-Laws.

2.5 Limitation on Easements. All easements and rights granted herein are subject to:

2.5.1 All restrictions set forth in this Declaration;

2.5.2 Any rules and regulations adopted by the Association and the right to enforce such rules and regulations;

2.5.3 The right of the Association to levy assessments as set forth herein; and

2.5.4 All rights granted to the Association in this Declaration.

ARTICLE III - DRAINAGE

3.1 Surface Water Drainage. The Association shall maintain and administer the Private Drainage and Access Easements as shown on the Plat and any structures or improvements thereon. Such maintenance shall be in accordance with the guideline set forth by the Butler County Engineer or the City of Indian Springs. The Association shall have primary responsibility for the maintenance of any pipes, concrete gutters or mechanical devices serving or being a part of the Private Drainage and Access Easements. By acceptance of such responsibility, the Association shall not be liable for any damage caused by surface water, erosion, landslide or other similar causes, unless such damage was proximately caused by its failure to exercise ordinary care in carrying out its duties and responsibilities. Each Owner shall have primary responsibility for grass-cutting and vegetation control within the Private Drainage and Access Easements located on his or her Lot. Such responsibility shall include keeping those easements clean and unobstructed.

3.2 Dedication. The Association may dedicate or transfer responsibility for surface water drainage to any governmental authority if such dedication or transfer becomes possible.

3.3 Access to Lots. For the purpose solely of performing the maintenance required or authorized herein, the Association through its duly authorized agents or employees, or subcontractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day.

ARTICLE IV - MEMBERSHIP AND VOTING RIGHTS

4.1 Formation and Membership. The Declarant has caused to be created in accordance with Chapter 1702 of the Ohio Revised Code, a non-profit corporation named Lakewood Home Owners Association. The purposes of the Association are to administer and maintain the Common Areas and to promote the general health, safety, and welfare of the Owners of the Lots.

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.

4.2 Voting Rights. The Association shall have two classes of voting membership:

4.2.1 Class A Members shall be all Owners, with the exception of the Declarant and the Association, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as the Owners may determine, but in no event shall more than one vote be cast with respect to any such Lot.

4.2.2 Class B Member(s) shall be the Declarant and he shall be entitled to ten (10) votes for each Lot that it owns. 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:

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

4.2.2.2 January 1, 2005.

Nothing herein shall be construed to prohibit the Class B member from converting all or part of his Class B membership to Class A membership with the results set forth above at any time earlier than set forth above, by written statement executed by the Declarant and delivered to the Association.

Any Lot owned by the Association shall not be entitled to a vote.

ARTICLE V - COVENANT FOR MAINTENANCE ASSESSMENT

5.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, 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: (a)

annual assessments; (b) special assessments for capital improvements or other services provided by the Association; and (c) individual assessments. All such assessments shall be fixed, established and collected from time to time as hereinafter provided. All assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, including, but not limited to, reasonable attorneys' fees, shall be a charge on and shall be a continuing lien upon the Lot and improvements against which such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person, group of persons or entity who was the Owner of such Lot at the time when the assessment fell due.

5.2 Purpose of Assessments. The assessments levied by the Association shall be used to maintain, promote, protect and enhance the value of the Common Areas.

5.3 Annual General Assessments. An annual general assessment shall be levied on the Lots and members owning Lots in such amount as determined by the Association to provide and be used for the purpose of:

(a) providing maintenance of those Common Areas which the Association has the primary responsibility to maintain;

(b) providing maintenance and operation of all private drives, parking lots, buildings, improvements and recreational facilities and structures erected on the Common Areas, including any swimming pool, fences, walls, sidewalks and all personal property and equipment maintained thereon;

(c) providing fire and extended coverage insurance, and vandalism and malicious mischief coverage wherever possible (or such other varieties of insurance as may be agreed to by the Association and the Lot Owners, including the contents thereof), all of such insurance policies shall be payable to the Association as trustee for: (i) the Lot Owners; (ii) the Association; and (iii) all mortgagees, as their interests may appear, the proceeds of which shall be used to restore or replace any building or any improvements damaged or destroyed by any peril covered by said insurance;

(d) paying real estate taxes and assessments on the Common Areas owned by the Association;

(e) paying service charges for sewer, water and other utility lines serving the Common Areas and recreation facilities;

(f) paying management, supervision, legal and accounting expenses incurred by the Association;

(g) providing working capital and reasonable reserves for contingencies, replacements, maintenance, repairs, other costs incurred by the Association; and

(h) providing other maintenance and repair of the Common Areas as further detailed in Section 6.1 and 6.2 of this Declaration.

5.3.1 Beginning January 1, 1997, the maximum annual assessment shall be Two Hundred and 00/100 (\$200.00) Dollars per Lot.

5.3.2 After January 1, 1998, the maximum annual assessment may not be increased by more than ten (10%) percent above the maximum assessment for the previous year without a vote of the membership.

5.3.3 After January 1, 1998, the maximum annual assessment may be increased more than ten (10%) percent 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.

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

5.4 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 special 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.

5.5 Notice and Quorum for Any Action Authorized Under Sections 5.3 and 5.4. Written notice of any meeting called for the purpose of taking any action authorized under Section 5.3 or 5.4 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.

5.6 Individual Assessments. In the event that any damage is caused to any of the Common Areas through the willful or negligent act of an Owner or Occupant, the Board shall have the obligation to correct or repair any such damage, and the costs thereof shall be added to and become a part of the assessment against the individual Lot owned by the Owner causing such damages.

5.7 Basis and Apportionment of Assessments. Both annual general assessments and special assessments, as provided for in Sections 5.3 and 5.4, shall be apportioned equally upon all of the Lots.

5.8 Commencement of Assessments. The annual assessment for each Lot shall initially be Two Hundred and 00/100 (\$200.00) Dollars and shall commence January 1, 1997. Declarant shall maintain the Common Area at his expense until that date. In the event the Declarant elects to subsidize the Association, those amounts paid by the Declarant to subsidize the Association shall be credited against annual assessments owed by the Declarant. All assessments shall be payable in advance in equal installments as determined by the Board. Failure to mail notices by the dates required shall not affect the rights of the Association to assess Lots as provided herein.

It shall be the duty of the Board to fix the amount of the general assessments applicable to each Lot annually. The Board shall make reasonable efforts to fix such amounts, in advance, by the first day of December of each year, and shall, at that time, prepare a roster of the Lots and assessments applicable thereto, which roster shall be subject to inspection by any Owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the Owner of any Lot subject thereto. Annual assessments shall become a lien on each Lot on January 1 of each year. Failure to mail notices by the dates required shall not affect the right of the Association to assess a Lot as provided herein.

Individual and special assessments shall be fixed by the Board as provided in this Article V, which assessments shall become a lien on the Lot on the date that the Board mails written notice of any such assessment to the Owner of any Lot subject thereto.

5.9 Assessments Certificates. The Association shall, upon demand, at any reasonable time, furnish to any Owner liable for assessments or to his designee a certificate in writing signed by an officer or other authorized agent of the Association, setting forth the status of said assessments, i.e., whether the same are paid or unpaid and the amount outstanding. Such certificate shall be conclusive evidence of the payments of any assessments therein stated to have been paid. A charge not to exceed Fifteen and 00/100 (\$15.00) Dollars may be levied in advance by the Association for each Certificate so delivered.

5.10 Non-Payment of Assessment. Any assessment levied pursuant to these covenants which is not paid on the date when due shall be delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, including reasonable attorney's fees, thereupon become a continuing lien which shall bind such Lot in the hand of the then Owner, his heirs, devisees, personal representative and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment 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 to foreclose the lien against the Lot, in either of which events, interest, costs and reasonable attorneys' fees shall be added to the amount of each assessment. No Owner may waive or otherwise escape liability for the assessment herein provided for by non-use of any Common Areas or abandonment of his Lot.

5.11 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.

5.12 Perfection. Recording of this Declaration constitutes notice and perfection of the lien for the assessments provided for herein.

5.13 Notice of Lien. The Association may file a notice of lien with the Recorder of Butler County, Ohio. Such notice shall not be required for the Association to enforce its lien.

5.14 Extinguishment of the Lien. A lien for unpaid assessments is extinguished unless proceedings to enforce it are instituted within five (5) years after the later of: (a) the date the full amount of the assessment becomes due; or (b) the date the notice of lien is filed with the Butler County, Ohio Recorder.

ARTICLE VI - MAINTENANCE

6.1 Maintenance of Common Areas. The Association shall be responsible for the care, maintenance and landscaping of the Common Areas, including both interiors and exteriors of the structures erected thereon.

6.2 Reserves. The Association shall establish and maintain a reserve account containing such amounts as the Board shall annually determine to be necessary to adequately meet the cost of all anticipate repairs, replacements and maintenance activities required of it under this Declaration. Such account shall be funded from the annual general assessments provided for in Article V.

6.3 Professional Management Contracts. The Association may delegate all or any portion of its authority to discharge its responsibilities herein to a manager or managing agent. Any management agreement shall not exceed three (3) years and shall provide for termination by either party without cause and without payment of a termination fee, on ninety (90) days or less written notice.

ARTICLE VII - INSURANCE

7.1 Fire, Extended Coverage and Standard "All Risks" Insurance. The Association shall maintain insurance for all buildings, structures and improvements constructed on the Common Areas against any loss or damage by fire, lightning and such other hazards as are ordinarily insured by a comprehensive fire, extended coverage and "all-risks" policies issued in the amounts at all times sufficient to prevent any Owner from becoming coinsurer under the terms of any applicable coinsurance clause or provision and in no event

less than the actual replacement costs of such buildings and structures, as determined from time to time by the insurer.

The insurance required hereby shall be obtained from a fire and casualty insurance company authorized to write such insurance in the State of Ohio which has a general policy holder rating of no less than A, as determined by the then latest edition of the Best's Insurance Reports or its successor guide, and shall be written in the name of the Association for the use and benefit of all Owners and their mortgagees as their interests may appear. The Board and/or its authorized representatives shall have the exclusive right to negotiate and adjust all losses to the Common Areas. Unless the Board determines otherwise, all such insurance shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers or Trustees, and all Owners and Occupants.

7.2 Use of Fire Insurance Proceeds. Unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned) and Owners (other than the Declarant) of the Lots have given their prior written approval, the Association shall not be entitled to use hazard insurance proceeds for losses to the Common Areas for other than the repair, replacement or reconstruction of such Common Areas.

7.3 Liability Insurance. The Association shall obtain and maintain a comprehensive policy of public liability insurance covering all of the Common Areas, insuring the Association, the Trustees, and the Owners and Occupants and members of their respective families, in an amount of not less than One Million and 00/100 (\$1,000,000.00) Dollars per occurrence for personal injury and/or property damage. This insurance shall include protection against such risks as are customarily covered with respect to developments similar in construction, location and use, as determined by the Board. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim for an Owner or Occupant because of negligent acts of the Association, the Board, or other Owners or Occupants.

7.4 Other Insurance. In addition, the Board may purchase and maintain contractual liability insurance, trustees' and officers' liability insurance, and some other insurance as the Board may deem desirable from time to time.

7.5 Insufficient Insurance. In the event the improvements forming a part of the Common Areas or any portion thereof shall suffer damages or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, the Association shall advance such costs in excess of available insurance proceeds. The amount so advanced by the Association shall become a special assessment against all of the Lots, and such assessments shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the non-payment of assessments. The action required to be taken by the Association under this Section shall not require any vote of the members of the Association.

7.6 Fidelity Bonds. The Board shall obtain fidelity bond coverage with respect to any person who either handles or is responsible for funds held or administered by the Association, in an amount no less than the maximum funds that will be in the custody of the Association or its management agent at any time while the bond is in force. Provided, however, the fidelity bond coverage must at least equal the sum of three (3) months' assessments on all Lots, plus the Association's reserve funds. Any management agent handling funds for the Association shall also be covered by its own fidelity bond, naming the Association as an additional obligee, at the sole cost of said agent.

ARTICLE VIII - ARCHITECTURAL CONTROL

8.1 Approval Required. No building, fence, wall, mailbox or other structure shall be commenced, erected or maintained upon the Property, 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 shall be by the Declarant or his designee and all other review shall be by the Board 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 full compliance with this Article shall be deemed to have occurred.

8.2 Covenants, Conditions and Requirements. The following requirements shall be applicable to the Property:

8.2.1 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 which is to be attached to the principal dwelling, except that Lot 4967 is designated by the Declarant as Common Area for use as the location of the swimming pool facility.

8.2.2 Dwelling Floor Areas: The floor area of the main dwelling (exclusive of porches, decks, basements and garage) shall be no less than one thousand seven hundred fifty (1,750) square feet for a ranch type dwelling and two thousand two hundred fifty (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.

8.2.3 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 of the Declarant or his designee. Each Lot Owner and/or builder shall endeavor to retain as much of the natural woods as is practical.

8.2.4 Underground Houses and Log Houses: Underground and log structures are prohibited.

8.2.5 Driveways: Gravel or dirt driveways are prohibited.

8.2.6 Water Discharge: Storm water must be disposed of in accordance with drainage plans on file with the City of Indian Springs or the Butler County Engineer or other appropriate agency.

8.2.7 Radio and Television Antennas: All radio and television and other antennas must be enclosed within the residence located on the Lot. No satellite dishes may be installed on any Lot unless such Lot Owner has first obtained written approval of the Board or the architecture committee appointed by the Board. The Board may promulgate guidelines for the installation or shielding of satellite dishes which may deny or restrict installation on specific Lots or part of a Lot.

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

8.2.9 Awnings: No metal or plastic awnings for windows, doors or patios may be erected or used.

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

8.2.11 Lighting Exterior: Christmas lights may be erected no sooner than four (4) weeks prior to and removed no later than four (4) weeks after Christmas. Mercury vapor yard lights in excess of fifty (50) watts are prohibited.

8.2.12 Completion: Construction of a residential building on any Lot shall be completed within one (1) year from the date construction is started.

ARTICLE IX - USE RESTRICTIONS AND MAINTENANCE

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

9.1.1 Purpose of Property: The Property shall be used only for residential purposes and common recreational purposes auxiliary thereto, except for Lot 4967 which shall be used for the Common Area swimming pool facility.

9.1.2 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 Owner or Occupant of an adjacent neighboring Lot.

9.1.3 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, doghouses, houses, cages or kennels for the keeping of dogs, cats or other household pets or hunting dogs are prohibited.

9.1.4 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 Lot for sale; and (c) signs used by the Declarant to advertise the Property during the construction or sale period.

9.1.5 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.

9.1.6 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.

9.1.7 Fencing, Storage Sheds, Pools. No fences or other Lot dividers, swing sets, basketball boards, recreational equipment, 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 Board may promulgate guidelines for the installation of recreational equipment and for fencing which may deny or restrict installation on specific Lots or on part of a Lot.

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

9.1.8 Automobiles, Recreational Vehicles, Boats, Travel Trailers. No recreational vehicle, boat, or travel trailer shall be parked or stored on any Lot unless: (i) the same is in an enclosure or garage and completely out of view; and (ii) complies with the loading, unloading and parking rules and regulations, if any, promulgated by the Board. 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.

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

9.1.10 Restrictions on Driveway Access. Lot Numbers 4919, 4921, 4922, 4923, 4924, 4925, 4926 and 4968 shall not have direct driveway access to Princeton Road. Lot Numbers 4926, 4927, 4928, 4940, 4941, 4942 and 4944 through and including 4951 shall not have direct driveway access to Morris Road.

9.2 Maintenance. The Properties shall be maintained as follows:

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

9.2.2 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 benefitted thereby.

9.2.3 Common Area. Except as provided elsewhere in this Declaration, the Common Area and any structure or improvement located thereon shall be maintained by the Association.

9.2.4 Zoning for Surrounding Property. By acceptance of the deed for the Lot, each Owner consents for himself, his heirs, successors and assigns to the future rezoning of Lot 468 in the City of Indian Springs, Butler County, Ohio (the same being formerly known as a 7.602 acre tract in Section 20, *Town 2, Range 3 of Fairfield Township, Butler County, Ohio) for commercial development, single or multi-family residential units, condominium units or Planned Unit Development. This Lot Owner's consent shall expire on September 29, 2004.

ARTICLE X - GENERAL PROVISIONS

10.1 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 restriction, condition, covenant, reservation, lien or charge herein contained shall in no event be deemed a waiver of the right to do so thereafter.

10.2 Severability. Invalidation of any one of these restrictions, conditions, covenants, reservations, liens or charges by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

10.3 Binding Effect and Amendment. The restrictions, conditions, covenants, and reservations of easements contained in of this Declaration or any one of them, shall inure to the benefit of each Owner of a Lot, his heirs, successors and assigns and 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 by an instrument signed by not less than fifty (50%) percent of the Lot Owners. Any amendment must be recorded. No amendment to the restrictions, conditions, covenants and reservations of easements 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 in writing to said amendment in a recorded writing.

10.4 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. This power of attorney is coupled with an interest, runs with the land and is irrevocable for a period of ten (10) years from the date of the filing of this Declaration with the Butler County, Ohio Recorder. 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.

10.5 Annexation. The Declarant may, without the consent of the Owners or the Association, annex all or any part of the real estate described on Exhibit "B" as additional residential properties and Common Area to the terms of this Declaration until January 1, 2002, after which date the Declarant's right to annex additional property to the terms of this Declaration shall expire. 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 signed by the President of the Association who shall certify that the requisite vote was obtained. The members need not sign such Supplemental Declaration.

ARTICLE XI - MISCELLANEOUS

11.1 No Reverter. No covenant, condition, restriction or reservation of easement contained in this Declaration is intended to create, or shall be construed as creating, a condition subsequent or a possibility of reverter.

11.2 Notices. Any notice required or permitted to be given to an Owner or Occupant by the Board pursuant to the provisions of this Declaration shall be deemed given when mailed by United States mail, postage prepaid, addressed to such person's last address as it appears on the records of the Association.

11.3 Construction. The Board shall have the right to construe the provisions of this Declaration, and in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding as to all persons and entities benefitted or bound by the provisions of this Declaration.

11.4 Invalidity. The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision hereof.

11.5 Personal Liability. Nothing in this Declaration or the By-Laws, or any rules or regulations enacted pursuant to any of the aforesaid, shall impose personal liability upon any member of the Board or any officer of the Association acting in his capacity as such, for the maintenance, repair or replacement of part of the Common Areas or give rise to a cause of action against any of them except for damages resulting from their own willful omissions or misconduct and each person who becomes an Owner or member hereby releases and discharges all persons now or hereafter serving as an officer or Trustee, or both, from any

liability for injury or damages to such member or Owner or to such member's or Owner's property and covenants not to initiate any legal proceedings against any such person or persons unless such said person is covered by insurance and in such event the amount of recover shall be limited to the amount of insurance.

11.6 Condemnation. In the event any Common Area or any portion thereof is made the subject matter of any condemnation or eminent domain proceedings or otherwise sought to be acquired by a condemning authority, the proceeds of any award or settlement shall be distributed to the Association for the common benefit of the Owners and their mortgagees, as their interest appear.

11.7 Headings. The heading of the Articles and Sections of this declaration are for conveyance only and shall not affect the meaning or construction of the contents of this Declaration.

11.8 Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural and vice versa.

11.9 Conflict. In the event of a conflict between the restrictions or any one or more of them and the restrictions of any Supplemental Declaration which may be recorded subsequent to this Declaration, the more restrictive restriction, covenant, condition, easement or other obligation shall control.

IN WITNESS WHEREOF, the undersigned Declarant herein, Harry Thomas, Jr., Trustee has executed this Declaration this 30th day of August, 1995.

Signed and acknowledged
in the presence of:

Shauna R. Pearson

William J. Ricciardi

Harry Thomas, Jr., Trustee
Harry Thomas, Jr., Trustee

STATE OF OHIO, COUNTY OF BUTLER, SS:

The foregoing instrument was acknowledged before me this 30th day of August, 1995, by Harry Thomas, Jr., Trustee.

This instrument prepared by:
MILLIKIN & FITTON LAW FIRM
A Legal Professional Association
Hamilton, Ohio

081895-b-Condo2/Lakewood.doc/pc

Shauna R. Pearson
Notary Public



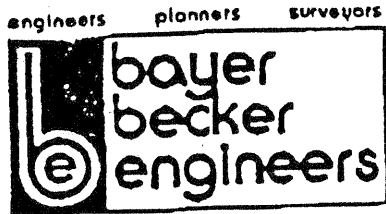
SHAUNA R. PEARSON
Notary Public, State of Ohio
My Commission Expires Aug. 17, 1999

EXHIBIT "A"

Lots Numbered Four Thousand Nine Hundred Nineteen (4919), Four Thousand Nine Hundred Twenty (4920), Four Thousand Nine Hundred Twenty-One (4921), Four Thousand Nine Hundred Twenty-Two (4922), Four Thousand Nine Hundred Twenty-Three (4923), Four Thousand Nine Hundred Twenty-Four (4924), Four Thousand Nine Hundred Twenty-Five (4925), Four Thousand Nine Hundred Twenty-Six (4926), Four Thousand Nine Hundred Twenty-Seven (4927), Four Thousand Nine Hundred Twenty-Eight (4928), Four Thousand Nine Hundred Twenty-Nine (4929), Four Thousand Nine Hundred Thirty (4930), Four Thousand Nine Hundred Thirty-One (4931), Four Thousand Nine Hundred Thirty-Two (4932), Four Thousand Nine Hundred Thirty-Three (4933), Four Thousand Nine Hundred Thirty-Four (4934), Four Thousand Nine Hundred Thirty-Five (4935), Four Thousand Nine Hundred Thirty-Six (4936), Four Thousand Nine Hundred Thirty-Seven (4937), Four Thousand Nine Hundred Thirty-Eight (4938), Four Thousand Nine Hundred Thirty-Nine (4939), Four Thousand Nine Hundred Forty (4940), Four Thousand Nine Hundred Forty-One (4941), Four Thousand Nine Hundred Forty-Two (4942), Four Thousand Nine Hundred Forty-Three (4943), Four Thousand Nine Hundred Forty-Four (4944), Four Thousand Nine Hundred Forty-Five (4945), Four Thousand Nine Hundred Forty-Six (4946), Four Thousand Nine Hundred Forty-Seven (4947), Four Thousand Nine Hundred Forty-Eight (4948), Four Thousand Nine Hundred Forty-Nine (4949), Four Thousand Nine Hundred Fifty (4950), Four Thousand Nine Hundred Fifty-One (4951), Four Thousand Nine Hundred Fifty-Two (4952), Four Thousand Nine Hundred Fifty-Three (4953), Four Thousand Nine Hundred Fifty-Four (4954), Four Thousand Nine Hundred Fifty-Five (4955), Four Thousand Nine Hundred Fifty-Six (4956), Four Thousand Nine Hundred Fifty-Seven (4957), Four Thousand Nine Hundred Fifty-Eight (4958), Four Thousand Nine Hundred Fifty-Nine (4959), Four Thousand Nine Hundred Sixty (4960), Four Thousand Nine Hundred Sixty-One (4961), Four Thousand Nine Hundred Sixty-Two (4962), Four Thousand Nine Hundred Sixty-Three (4963), Four Thousand Nine Hundred Sixty-Four (4964), Four Thousand Nine Hundred Sixty-Five (4965), Four Thousand Nine Hundred Sixty-Six (4966), Four Thousand Nine Hundred Sixty-Seven (4967) and Four Thousand Nine Hundred Sixty-Eight (4968) as the same are known and designated on the recorded plat of Lakewood Subdivision, Section One, Block "A" located in the City of Indian Springs, Butler County, Ohio, and recorded in Plat Envelope 2549 at Pages A, B and C of the Butler County, Ohio Recorder's Office.

Together with access, utility and private drainage easements over part of Lot Numbered Four Hundred Sixty-Seven (467) in the City of Indian Springs, Butler County, Ohio as shown on the recorded plat of Lakewood Subdivision, Section One, Block "A" recorded in Plat Envelope 2549 at Pages A, B and C of the Butler County, Ohio Recorder's Office.

EXHIBIT "B"



700 Nilles Road
Fairfield, OH 45014
(513) 829-2149
fax (513) 829-2457

O.R. 5427 PAGE 141

August 17, 1995

DESCRIPTION:

98.034 Acre Tract
(Remaining Residential)

LOCATION:

State Route 4 Bypass
Princeton Road
Fairfield Township
Butler County, Ohio

Situated in Section 20, Town 2, Range 3, Fairfield Township, in the City of Indian Springs Butler County, Ohio and being a 98.034 acre tract of land more particularly described as follows:

Begin at a point found by measuring from the Southeast corner of Section 20; said corner also being the centerline intersection of Princeton Road (S.R. 129) and Morris Road, South 89°31'20" West, 1241.88 feet along the centerline of Princeton Road (S.R. 129) and the South line of Section 20;

thence	from the point of beginning thus found, and continuing along the centerline of Princeton Road (S.R. 129) and the South line of Section 20, South 89°31'20" West, 931.74 feet
thence	departing said South section line and centerline, North 00°28'40" West, 700.00 feet;
thence	South 89°16'33" West, 500.00 feet to a point in the East right-of-way of State Route 4 Bypass;
thence	along the East right-of-way of State Route 4 Bypass, the following courses; North 00°43'27" West, 185.77 feet;
thence	North 09°18'02" East, 944.43 feet;
thence	North 05°28'49" East, 1035.99 feet;
thence	departing the East right-of-way of State Route 4 Bypass, North 89°39'33" East, 1087.21 feet;

(Continued on Page 2)

Page 2 continued: 98.034 Acre Tract (Remaining Residential)
S.R. 4 Bypass
Princeton Road
Fairfield Twp., City of Indian Springs
Butler County, Ohio

thence	South 00°05'03" East, 911.98 feet;
thence	North 89°38'45" East, 913.35 feet to the Northwest corner of Lakewood, Section One, Block "A";
thence	along the West boundary line of Lakewood, Section One, Block "A", the following courses: South 00°05'46" East, 695.28 feet;
thence	South 44°45'40" West, 113.09 feet;
thence	South 58°50'40" West, 323.24 feet to a point in the North right-of-way of Lakewood Drive;
thence	along the North right-of-way of Lakewood Drive, on a curve to the left, having a radius of 330.00 feet, an arc length of 55.80 feet (chord = North 36°00'00" West, 55.73 feet;
thence	departing said North right-of-way and continuing said West boundary line, South 49°09'21" West, 181.62 feet;
thence	South 07°25'23" East, 194.84 feet;
thence	South 20°07'45" West, 106.28 feet to a point in the North right-of-way of Lakewood Court;
thence	departing the North right-of-way of Lakewood Court, South 48°22'52" West, 60.00 feet to a point in the South right-of-way of Lakewood Court;
thence	along the South right-of-way of Lakewood Court, the following courses: on a curve to the right, having a radius of 270.00 feet, an arc length of 6.46 feet (Chord = South 40°55'59" East, 6.46 feet);
thence	South 40°14'51" East, 30.84 feet;
thence	departing said South right-of-way and continuing along said West boundary line, South 49°45'09" West, 162.51 feet;
thence	South 18°15'29" West, 185.59 feet to a point in the South right-of-way of Lakebrook Court;

(Continued on Page 3)

Page 3 continued: 98.034 Acre Tract (Remaining Residential)
S.R. 4 Bypass
Princeton Road
Fairfield Twp., City of Indian Springs
Butler County, Ohio

thence along the South right-of-way of Lakebrook Court, on a curve to the right, having a radius of 270.00 feet, an arc length of 0.74 feet (chord = South 71°39'49" East, 0.74 feet);

thence departing said South right-of-way, South 18° 24'53" West, 238.00 feet to a point in the North right-of-way of Princeton Road (S.R. 129);

thence departing the North right-of-way of Princeton Road (S.R. 129), South 00°28'40" East, 50.00 feet to the point of beginning; containing 98.034 acres of land and being subject to all easements and rights-of-way of record.

The above description was prepared from a survey made by Keith R. Becker, Registered Surveyor #6220 in the State of Ohio, August 1995.

The plat of which is recorded in Volume _____, Page _____, of the Butler County Engineer's Records.

Prior Instrument Reference: Deed Book _____, Page _____.

EXHIBIT "C"

BY-LAWS

(CODE OF REGULATIONS)

OF

LAKEWOOD HOME OWNERS ASSOCIATION

ARTICLE I: NAME

The name of the corporation is Lakewood 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 Declaration of Covenants, Conditions and Restrictions And Reservation of Easements for Lakewood Home Owners Association ("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 4780 Industry Drive, 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, 1995.

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

The Association shall be a non-profit Ohio corporation and shall be called Lakewood 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 the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

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 twenty-five (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

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 or by law.

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.

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;
- (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) hire and discharge managing agents and other employees, agents and independent contractors;
- (i) make contracts and incur liabilities;
- (j) grant easements, liens, licenses and concessions through or over the Common Area;
- (k) exercise all other powers that may be exercised in this date by nonprofit corporations; and
- (l) exercise any other powers necessary and proper for the governance and operation of the Association.

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.

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 X 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.

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 depositaries. The Board of Trustees is authorized to select such depositaries 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, acceptances, 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.

ARTICLE XIV: AMENDMENTS

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
A Legal Professional Society
6 South Second Street, 6th Floor
P.O. Box 598
Hamilton, Ohio 45012

081895/b:Condo2/pc

**SUPPLEMENTAL DECLARATION AND FIRST AMENDMENT TO
THE COVENANTS, CONDITIONS AND RESTRICTIONS AND
RESERVATION OF EASEMENTS FOR
LAKEWOOD HOME OWNERS ASSOCIATION**

This Supplemental Declaration and First Amendment to the Covenants, Conditions and Restrictions and Reservation of Easements for Lakewood Home Owners Association, which Declaration is dated August 30, 1995 and recorded in Volume 5427 at Page 119 of the Official Records of Butler County, Ohio, is made by Harry Thomas, Jr. Trustee (hereinafter referred to as "Declarant").

WITNESSETH

WHEREAS, Declarant is the owner of certain property in the City of Indian Springs, Butler County, Ohio which is more fully described in Exhibit "A" hereof attached hereto and incorporated herein by reference; and

WHEREAS, Declarant intends to annex the property described in Exhibit "A" to the terms of the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Lakewood Home Owners Association (hereinafter referred to as "Declaration") pursuant to Section 10.5 of said Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the property described in the attached Exhibit "A" shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions of Lakewood Home Owners Association Declaration dated August 30, 1995, and recorded in Volume 5427 at Page 119 of the Official Records of the Butler County, Ohio Recorder all of which shall run with the real property and be binding on all parties having any right, title or interest in said described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. This Amendment is made pursuant to the authority of Section 10.5 of the Declaration.

IN WITNESS WHEREOF, the undersigned Declarant, Harry Thomas, Jr., Trustee, has executed these presents this 14th day of February, 1996.

Signed in the presence of:

Shawn R. Bacon

Deanna J. Licciardi

Harry Thomas, Jr., Trustee

960008509
Filed for Record in
BUTLER COUNTY, OHIO
JOYCE B THALL
On 02-16-1996 At 01:43 PM.
DECL 18.00
Vol. 5551 Page 528

TRANSFER NOT NECESSARY

KAY ROGERS

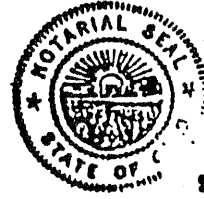
BY 2-16-96 DEPT

AUDITOR, BUTLER CO., OHIO

STATE OF OHIO, COUNTY OF BUTLER, SS:

The foregoing instrument was acknowledged before me this 14th day of February, 1996 by Harry Thomas, Jr., Trustee.

Shauna R. Pearson
Notary Public



SHAUNA R. PEARSON
Notary Public, State of Ohio
My Commission Expires Aug. 17, 1999

This instrument prepared by:

LOUIS J. HOFSTADTER

Attorney at Law

Hamilton, Ohio

010996/c:LJH/pc

EXHIBIT "A"

Situated in Section 20, Town 2, Range 3, in the City of Indian Springs, Fairfield Township, Butler County, Ohio, being part of Lot #467 for said City and being more particularly described as follows:

Begin at the northwest corner of Lakewood, Section One, Block "A"; said corner also being the northwest corner of Lot #4952 of Lakewood, Section One, Block "A"; thence from the point of beginning thus found, South $00^{\circ} 05' 46''$ East, 695.28 feet along the west boundary line of Lakewood, Section One, Block "A"; thence continuing along the west boundary line of Lakewood, Section One, Block "A" the following courses: South $44^{\circ} 45' 40''$ West, 113.09 feet; thence South $58^{\circ} 50' 40''$ West, 323.24 feet to a point in the east right-of-way of Lakewood Drive; thence along the east right-of-way of Lakewood Drive, on a curve to the left, having a radius of 330.00 feet, an arc length of 55.80 feet (chord = North $36^{\circ} 00' 00''$ West, 55.73 feet); thence departing said east right-of-way, South $49^{\circ} 09' 21''$ West, 181.62 feet; thence departing the west boundary line of Lakewood, Section One, Block "A", South $89^{\circ} 31' 20''$ West, 81.97 feet; thence North $17^{\circ} 26' 48''$ East, 168.99 feet; thence on a curve to the left, having a radius of 270.00 feet an arc length of 66.88 feet (chord = North $79^{\circ} 38' 58''$ West, 66.71 feet); thence North $03^{\circ} 15' 16''$ East, 147.71 feet; thence North $43^{\circ} 24' 14''$ East, 326.78 feet; thence North $00^{\circ} 05' 46''$ West, 456.68 feet; thence North $89^{\circ} 38' 45''$ East, 390.00 feet to the point of beginning; containing 9.470 acres of land and being subject to all easements and rights-of-way of record.

The above described real estate is now known as Lot Numbered 4975 through Lot Numbered 4991 inclusive, and Lots Numbered 5379 and 5380 in the City of Indian Springs, Butler County, Ohio.

The above description was prepared from a survey made by Keith R. Becker, Registered Surveyor Number 6220 in the State of Ohio.

U.B. 6328 PAGE 2149
**SUPPLEMENTAL DECLARATION AND SECOND AMENDMENT TO THE COVENANTS,
 CONDITIONS, AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR
 LAKEWOOD HOME OWNERS ASSOCIATION**

This Supplemental Declaration and Second Amendment to the Covenants, Conditions, and Restrictions and Reservation of Easements for Lakewood Home Owners Association, which Declaration is dated August 30, 1995, and recorded in Volume 5427 at Page 119, and dated February 16, 1996, and recorded in Volume 5551 at Page 528 to 529 of the Official Records of Butler County, Ohio, is made by Harry Thomas, Jr., Trustee (hereinafter referred to as "Declarant")

9900013254
 Filed for Record in
 BUTLER COUNTY, OHIO
 WITNESSETH JOYCE B THALL
 On 02-18-1999 At 09:40:31 am.
 DECLARATION 14.00
 Book Page
 9900013254 OR 6328 2149

WHEREAS, Declarant is the owner of certain property in Butler County, Ohio, which is more fully described in Exhibit "A" hereof attached hereto and incorporated herein by reference; and

WHEREAS, Declarant intends to annex the property described in Exhibit "A" to the terms of the Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Lakewood Home Owners Association (hereinafter referred to as "Declaration") pursuant to Section 10.5 of said Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the property described in the attached Exhibit "A" shall be held, sold, and conveyed subject to the easements, restrictions, covenants, and conditions of Lakewood Home Owners Association Declaration dated August 30, 1995, and recorded in Volume 5427 at Page 119, and dated February 16, 1996, and recorded in Volume 5551 at Page 528 to 529 of the Official Records of the Butler County, Ohio Recorder all of which shall run with the real property and be binding on all parties having any right, title or interest in said described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof. This Amendment is made pursuant to the authority of Section 10.5 of the Declaration.

IN WITNESS WHEREOF, the undersigned Declarant, Harry Thomas, Jr., Trustee, has executed these presents this 17 day of February, 1999.

Signed in the presence of:

Deena M Casagrande
 DEENA M. CASAGRANDE
Tracy A. Moser
 TRACY MOSER

Harry Thomas, Jr.
 Harry Thomas, Jr. TRUSTEE

STATE OF OHIO, COUNTY OF BUTLER, SS:

The foregoing instrument was acknowledged before me this 17 day of February, 1999, by Harry Thomas, Jr., Trustee.

Deena M Casagrande
 Notary Public

This instrument prepared by:

HT Investments
 4780 Industry Drive, Suite 2
 Fairfield, Ohio 45014



TRANSFER NOT NECESSARY

KAY ROGERS
 BY 2-18-99 DEPT:

DEENA M. CASAGRANDE
 Notary Public, State of Ohio
 My Commission Expires Oct. 26, 2003

H.T. INVESTMENTS

4780 INDUSTRY DRIVE

SUITE 2

FAIRFIELD, OHIO 45014

Exhibit A

May 10, 2000

RE: Lakewood Subdivision Lot Numbers by Section

Section One Block "A" of Lakewood contains the lots numbered Four Thousand Nine Hundred Nineteen through Four Thousand Nine Hundred Sixty-eight (4919 - 4968).

Section One Block "B" of Lakewood contains the lots numbered Four Thousand Nine Hundred Seventy-five through Four Thousand Nine Hundred Ninety-one (4975 - 4991) and including lots numbered Five Thousand Three Hundred Seventy-nine and Five Thousand Three Hundred Eighty (5379, 5380).

Section Two of Lakewood contains the lots numbered Six Thousand Four Hundred Eighty-six through Six Thousand Five Hundred Forty-four (6486 - 6544) and including lots numbered Six Thousand Five Hundred Forty-six and Six Thousand Five Hundred Forty-seven (6546, 6547).

Section Three of Lakewood contains the lots numbered Six Thousand Six Hundred One through Six Thousand Six Hundred Forty-three (6601 - 6643).

Section Four of Lakewood contains the lots numbered Six Thousand Seven Hundred Ninety through Six Thousand Eight Hundred Seventeen (6790 - 6817).

Section Five of Lakewood contains the lots numbered Six Thousand Eight Hundred Eighteen through Six Thousand Eight Hundred Sixty-one (6818 - 6861).

200000026068
Filed for Record in
BUTLER COUNTY, OHIO
DANNY N CRANK
08-05-10-2000 At 12:31:43 pm.
08-05-10-2000 At 12:31:43 pm.
08-05-10-2000 At 12:31:43 pm.

**SIXTH AMENDMENT TO THE COVENANTS, CONDITIONS,
AND RESTRICTIONS AND RESERVATION OF EASEMENTS**

FOR

LAKEWOOD HOME OWNERS ASSOCIATION

6473-1907-1909

Instrument Book Page Type
200000026068 08-05-10-2000 At 12:31:43 pm.
08-05-10-2000 At 12:31:43 pm.
08-05-10-2000 At 12:31:43 pm.

This Sixth Amendment ("Sixth Amendment") to the Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Lakewood Home Owners Association (the "Declaration"), which Declaration is dated August 30, 1995 and recorded in Volume 5427 at Page 119 and amended by instruments dated February 16, 1996 and recorded in Volume 5551 at Page 528 and 529 and dated February 18, 1999 and recorded in Volume 6328 at Page 2149 to 2150, and dated July 21, 1999 and recorded in Volume 6387 at Page 1217 to 1218, and dated October 19, 1999 and recorded in Volume 6416 at Page 1734 to 1735 of the Official Records of Butler County, Ohio, and dated December 17, 1999 and recorded in Volume 6435 at Pages 585 to 586 of the Official Records of Butler County, Ohio, is made by Harry Thomas, Jr., Trustee (hereinafter referred to as "Declarant").

WITNESSETH

WHEREAS, Section 10.4, Right to Amend Documents, of the Declaration grants the Declarant the power, at any time, without the vote of Owners by written instrument executed by the Declarant, to amend the Declaration for the purpose of making any change necessary or desirable to meet the requirements of the Veterans Administration; and

WHEREAS, the Veterans Administration has required changes to Section 4.2.2 and to Section 10.3 of the Declaration.

NOW, THEREFORE, in order to comply with the requirements of the Veterans Administration, Declarant declares that all property subject to the Declaration, which is described on Exhibit "A" attached hereto, shall be amended as follows:

FIRST: Section 4.2.2 shall be amended to read as follows:

4.2.2 Class B Member(s) shall be the Declarant and he shall be entitled to three (3) votes for each Lot that he owns. 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:

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

4.2.2.2 January 1, 2005.

Nothing herein shall be construed to prohibit the Class B member from converting all or part of his Class B membership to Class A membership with the results set forth above at any time earlier than set forth above, by written statement executed by the

Declarant and delivered to the Association.

Any Lot owned by the Association shall not be entitled to a vote.

SECOND: Section 10.3 shall be amended as follows:

10.3 Binding Effect and Amendment. The restrictions, conditions, covenants, and reservations of easements contained in of this Declaration or any one of them, shall inure to the benefit of each Owner of a Lot, his heirs, successors and assigns and 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) years from the date the Declaration is recorded by an instrument signed by not less than ninety (90%) percent of the Lot Owners; 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 restrictions, conditions, covenants and reservations of easements 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 in writing to said amendment in a recorded writing.

IN WITNESS WHEREOF, the undersigned Declarant, Harry Thomas, Jr., Trustee, has executed these presents this 10th day of May, 2000.

Signed and acknowledged
in the presence of us:

Deanna J. Ricciardi
[Print Name: Deanna J. Ricciardi]

Deena M Casagrande
[Print Name: Deena M Casagrande]

Harry Thomas, Jr.
Harry Thomas, Jr., Trustee

STATE OF OHIO, COUNTY OF BUTLER, SS:

The foregoing instrument was acknowledged before me this 10th day of May, 2000 by Harry Thomas, Jr., Trustee.

Deena M Casagrande
Notary Public, State of Ohio

This instrument was prepared by:
Lee H. Parrish, Attorney at Law

My Commission Expires Oct. 28, 2003
DEENA M. CASAGRANDE
Notary Public, State of Ohio

