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Workflow# 0000076426-0001
Butler County, Ohio
Dan Crank COUNTY RECORDER
File# 2010-00043533
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**AMENDED AND RESTATED
DECLARATION OF COMMON OPEN SPACE
FOR
BECKETT RIDGE ASSOCIATION - I**

WHEREAS, the Beckett Ridge Joint Venture executed the Declaration of Common Open Space, Beckett Ridge Association-I, dated August 31, 1976, filed for record on September 2, 1976 and recorded in Volume 1253, page 19 of the Deed Records of Butler County, Ohio (the "Declaration"); and

WHEREAS, the Declaration subjected certain portions of Beckett Ridge Subdivision to its terms and conditions and provided that Beckett Ridge Association - I was responsible for the administration of those terms and conditions; and

WHEREAS, the Declaration was amended by a Certificate of Amendment, dated April 3, 1977, filed for record on April 7, 1977, and recorded in Volume 1286, page 141 of the Deed Records of Butler County, Ohio; and

WHEREAS, the Declaration was amended by a Certificate of Amendment No. 2, dated July 26, 1978, filed for record on August, 1978, and recorded in Volume 1337, page 312 of the Deed Records of Butler County, Ohio, and

WHEREAS, the Beckett Ridge Joint Venture executed the Declaration of Common Open Space, Beckett Ridge Association-II, dated May 17, 1978, and recorded in Volume 1329, page 106 of the Deed Records of Butler County, Ohio ("Declaration II"); and

WHEREAS, Declaration II subjected certain portions of Beckett Ridge Subdivision which were not subject to the Declaration to its terms and conditions and provided that Beckett Ridge Association - II was responsible for the administration of those terms and conditions; and

WHEREAS, the Declaration and Declaration II were amended by a Termination of Declaration of Common Open Space, Beckett Ridge Association-II, dated August 25,



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1978, filed for record on August 29, 1978, and recorded in Volume 1340, page 599 of the Deed Records of Butler County, Ohio; and which terminated Declaration II, dissolved Beckett Ridge Association – II, and subjected all property then within Beckett Ridge Subdivision to the terms and conditions of the Declaration; and

WHEREAS, subsequently in 1989, Sanctuary Development Corporation executed the Declaration of Covenants, Conditions, and Reservation of Easements for Beckett Ridge Association-II, dated April 25, 1989, filed for record May 5, 1989, and recorded in Volume 1663, page 267 of the Deed Records of Butler County, Ohio, which subjected certain property within Beckett Ridge Subdivision to its terms and conditions and reincorporated Beckett Ridge Association - II; and

WHEREAS, Beckett Ridge Association – II was subsequently merged into Beckett Ridge Association – I, and provided that Beckett Ridge Association – I would administer the terms and condition of both declarations; and

WHEREAS, the Declaration provides that it may be amended by a vote of the Members exercising not less than seventy-five (75%) of the voting power of the Association; and

WHEREAS, the Declaration of Covenants, Conditions, and Reservation of Easements for Beckett Ridge Association-II provided that it may be amended by a vote of the Members exercising not less than two-thirds (2/3) of the voting power of the Association; and

WHEREAS, all properties within Beckett Ridge Subdivision that have been duly annexed to the terms of the Declaration of Common Open Space and the Declaration of Covenants, Conditions, and Reservation of Easements for Beckett Ridge Association-II by various Annexations of Property filed with the Recorder of Butler County, Ohio; and

WHEREAS, Beckett Ridge Subdivision consists of numerous sections and neighborhoods each with covenants and restrictions that may be outdated and that are not necessarily consistent throughout the entire subdivision; and

WHEREAS, the Members of the Association desire to update the covenants and restrictions and to set forth a consistent and uniform set of covenants and restrictions for the entire subdivision; and

WHEREAS, the Members of the Association desire to amend the Declaration of Common Open Space and the Declaration of Covenants, Conditions, and Reservation of Easements for Beckett Ridge Association-II to provide a general plan for the overall maintenance, administration, governance and protection of the value and desirability of the properties subject to the Declaration; and



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WHEREAS, the Members of the Association desire that this Amended and Restated Declaration take the place of and be substituted for both the Declaration of Common Open Space, Beckett Ridge Association-I and the Declaration of Covenants, Conditions and Reservation of Easements for Beckett Ridge Association-II;

NOW THEREFORE, Beckett Ridge Association-I hereby amends and restates the Declaration of Common Open Space, Beckett Ridge Association-I and the Declaration of Covenants, Conditions, and Reservation of Easements for Beckett Ridge Association-II as herein set forth, declaring that the Property described in Exhibit "A" shall be held, sold and conveyed subject to the covenants, conditions, restrictions and reservation of easements herein. This Amended and Restated Declaration shall be for the purpose of protecting the value and desirability of and which shall run with the Property and any subsequently added hereafter, and shall be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

1.1. Assessments. "Assessments" means those charges upon the Parcels established by Article VII of this Declaration.

1.2. Association. "Association" means Beckett Ridge Association - I, Inc., an Ohio nonprofit corporation, its successors and assigns. "Association" shall also include Beckett Ridge Association - II, an Ohio nonprofit corporation which was merged into Beckett Ridge Association - I by a Certificate of Merger filed with the Secretary of State on March 22, 1990. Except as the context otherwise requires "Association" shall mean the Board of Directors acting on behalf of the Association.

1.3. Board. "Board" shall mean the Board of Directors of the Association.

1.4. Code of Regulations. "Code of Regulations" means the regulations adopted by the Members of the Association for the governance and operation of the Association. The Code of Regulations is attached as Exhibit C and shall be the "bylaws" of the Association pursuant to Section 5312.01 (B) R.C.

1.5. Common Expense Liability. "Common Expense Liability" means the liability for Common Expenses allocated to each Parcel pursuant to Article III, of this Declaration.

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1.6. Common Expenses. "Common Expenses" means expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves.

1.7. Common Open Space. "Common Open Space" shall mean any real estate owned or leased by the Association other than a Parcel, including easements in favor of the Association.

1.8. Condominium Declaration. "Condominium Declaration" shall mean a declaration, including any amendments or supplements thereto, which submits any portion of the Property to the provisions of Chapter 5311 of the Ohio Revised Code.

1.9. Condominium Drawings. "Condominium Drawings" shall mean the drawings required by Chapter 5311.07 of the Revised Code filed with the Butler County Recorder that set forth the boundaries of Condominium Units within the Property.

1.10. Declaration. "Declaration" means this Amended and Restated Declaration of Common Open Space for Beckett Ridge Association - I, including any amendments or supplements hereto.

1.11. Dwelling Unit. "Dwelling Unit" shall mean a portion of the Property intended for use, and occupancy as an attached or detached residence for a single family, and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) condominium units, townhouse units, cluster homes, patio or zero lot line homes, and single-family detached houses on separately platted lots. The term shall include all portions of the lot owned as well as any structure thereon. In the case of a multi-family building or other structure which contains multiple dwellings, each dwelling shall be deemed to be a separate Dwelling Unit.

1.12. Golf Course. "Golf Course" shall mean the eighteen hole (18) golf course, practice area, cart paths and maintenance facilities situated on the Golf Course Property.

1.13. Golf Course Property. "Golf Course Property" shall mean all land and facilities adjacent to or in the vicinity of the Property, including but not limited to the eighteen hole (18) golf course, cart paths, maintenance buildings, practice area, parking lot, and clubhouse, which are privately owned by the Golf Course Property Owner, or its successors, successor-in-title, or assigns. The Golf Course Property is not a part of the Property, nor is it governed by the provisions of this Declaration, except as expressly and specifically provided herein. No Owner or occupant, nor the Association, shall have any rights in and to, or obligations with respect to, the Golf Course or Golf Course Property, except as expressly and specifically provided herein. Portions of the Open Space adjacent



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to and adjoining the Golf Course Property and being or appearing to be part of the Golf Course Property may be maintained exclusively by the Golf Course Property Owner.

1.14. Golf Course Property Owner. "Golf Course Property Owner" shall mean the record title holder, whether one or more persons or legal entities, to the fee simple title to the Golf Course Property.

1.15. Member. "Member" means any person or entity entitled to membership in the Association as provided herein.

1.16. Neighborhood. "Neighborhood" shall mean and refer to each separately developed residential area comprised of one (1) or more housing types subject to this Declaration, in which owners may have common interests other than those common to all Association Members, such as a separate dwelling type, entry feature, development name, and/or common areas and facilities which are not available for use by all Association Members. Neighborhoods shall be declared and defined in a Record Plat, Condominium Drawings or a Supplemental Declaration.

Where the context permits or requires, the term Neighborhood shall also refer to the Neighborhood Committee (established in accordance with the Code of Regulations) or Neighborhood Association (as defined below) having jurisdiction over the property within the Neighborhood. It shall not be necessary for any Neighborhood to be governed by a Neighborhood Association except in the case of a condominium or otherwise as required by law. Neighborhoods may be divided or combined in accordance with Article II, Section 2.3.2 of this Declaration.

1.17. Neighborhood Assessments. "Neighborhood Assessments" shall mean assessments levied against the Parcels in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses, as more particularly described in Article VII, Section 7.4 of this Declaration.

1.18. Neighborhood Associations. "Neighborhood Associations" shall mean a condominium unit owners association as defined in Section 5311.01 (DD) of the Revised Code or a home owner association duly incorporated under the provisions of Chapter 1702 of the Revised Code, which is responsible for a particular Neighborhood or Neighborhoods,

1.19. Neighborhood Expenses. "Neighborhood Expenses" shall mean and include the actual and estimated expenses incurred by the Neighborhood Association for the benefit of Owners of Parcels within a particular Neighborhood or Neighborhoods, which may



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include a reasonable reserve for capital repairs and replacements, all as may be specifically authorized from time to time by the Neighborhood.

1.20. Occupant. "Occupant" means any person in possession of a Lot or Dwelling Unit 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.

1.21. Open Space. "Open Space" means the property required to be left open and unbuilt upon by West Chester Township. Unless otherwise approved by West Chester Township, the Golf Course shall be the designated Open Space.

1.22. Owner. "Owner" shall mean and refer to one or more persons who hold the record title to any Parcel which is part of the Property, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Dwelling Unit is sold under a recorded land installment contract and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the Owner. If a Dwelling Unit is subject to a written lease with a term in excess of one (1) year and the lease specifically so provides, then upon filing a copy of the lease with the Board of Directors the lessee (rather than the fee owner) will be considered the Owner for the purpose of exercising all privileges of membership in the Association.

1.23. Parcel. "Parcel" means the physical portion of the Property designated for separate ownership or occupancy, the boundaries of which are described pursuant to Article II, Section 2.1, and which has been assigned a permanent parcel number on the records of the Butler County Auditor.

1.24. Property. "Property" means the real estate described in Exhibit "A" attached hereto and any other property, which may be made subject to the terms of this Declaration, together with any improvements, made thereon.

1.25. Record Plats. "Record Plats" means the record plats for Beckett Ridge Subdivision, as recorded in the Butler County Recorder's Plat Records, and any subsequent plats or replats thereof.

1.26. Supplemental Declaration. "Supplemental Declaration" shall mean an amendment or supplement to this Declaration which imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or designates property as a Neighborhood. Supplemental Declaration shall also include any restrictions, reservations, covenants and conditions that have been previously filed with respect to any portion of the Property.



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1.27. Surface Water Management System. "Surface Water Management System" shall mean the system designed for the Property for storm water, soil erosion and sediment control. Such system shall include all existing watercourses, ditches, retention basins and swales located in the Property.

ARTICLE II

DWELLING UNITS, PARCELS AND NEIGHBORHOODS

2.1. Types of Dwelling Units. There shall be three types of Dwelling Units within the Property, which are described as follows:

2.1.1. Condominium Units. These Dwelling Units shall be "residential units" as defined in Section 5311.01 (BB)(1) of the Ohio Revised Code.

2.1.2. Standard Single Family Units. These Dwelling Units shall be detached single-family dwellings located on fee simple lots created by a subdivision plat in accordance with Chapter 711 of the Ohio Revised Code.

2.1.3. PUD Units. These Dwelling Units shall be attached or detached single-family dwellings located on fee simple lots created by a subdivision plat in accordance with Chapter 711 of the Ohio Revised Code, but by variance of zoning requirements do not meet the requirements of a Standard Single Family Unit. Examples of such units are townhouse units, cluster homes, patio or zero lot line homes,

2.2. Description of Parcel Boundaries. The boundaries of the Parcels shall be those as set forth on the Record Plats and Condominium Drawings.

2.3. Neighborhoods. Every Parcel shall be located within a Neighborhood as defined in Article I. The Parcels within a particular Neighborhood may be subject to additional covenants and/or the Parcel Owners may all be members of another owners association ("Neighborhood Association") in addition to the Association, but no such Neighborhood Association shall be required except in the case of a condominium or otherwise as required by law. Any Neighborhood which does not have a Neighborhood Association may elect a Neighborhood Committee, as described in Article V, Section 3, of the Code of Regulations, to represent the interests of Owners of Parcels in such Neighborhood.



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2.3.1. A Neighborhood, upon the affirmative vote, written consent, or a combination thereof, of a majority of Owners within the Neighborhood, may require that the Association provide a higher level of service or special services for the benefit of Parcels in such Neighborhood. In such event, the Association shall provide such services and the cost of such services shall be assessed against the Parcels within such Neighborhood as a Neighborhood Assessment pursuant to Article VII hereof.

2.3.2. Upon a petition signed by a majority of the Parcel Owners in the Neighborhood, any Neighborhood may also apply to the Board of Directors to divide the property comprising the Neighborhood into two (2) or more Neighborhoods or to combine two (2) Neighborhoods into one (1) Neighborhood. Any such application shall be in writing and shall include a plat of survey of the entire parcel which indicates the boundaries of the proposed Neighborhood(s) or otherwise identifies the Parcels included within the proposed Neighborhood(s). A Neighborhood consolidation shall automatically be deemed granted upon the applicant filing the required documents with the Board. A Neighborhood division requested by the Neighborhood shall automatically be deemed granted unless the Board of Directors denies such application in writing within thirty (30) days of its receipt thereof. The Board may deny an application only upon determination that there is no reasonable basis for distinguishing between the areas proposed to be divided into separate Neighborhoods. All applications and copies of any denials shall be filed with the books and records of the Association and shall be maintained as long as this Declaration is in effect.

2.4. There are 21 Neighborhoods within the Property which are identified in Exhibit B, attached hereto.

ARTICLE III

ALLOCATION OF COMMON EXPENSE LIABILITY AND VOTES

3.1. Common Expense Liability. The allocation of Common Expense Liability shall be determined in accordance with the allocation of the various assessments as set forth in Article VII, Section 7.9.

3.2. Votes in the Association. The allocation of votes in the Association shall be one vote per Parcel.



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ARTICLE IV

COMMON OPEN SPACE AND EASEMENTS

4.1. Description. The Common Open Space shall be any portion of the Property owned by the Association in fee or by easement or leased to the Association. The Golf Course is not part of the Common Open Space.

4.2. Easements. The Property shall be subject to certain easements. These easements shall be appurtenant to and pass with the title to the Parcels.

4.2.1. Enjoyment. The Common Open Space shall be subject to an easement of enjoyment in favor of the Parcels and Owners. Such easement shall be limited to the purposes for which the easements are created. Nothing herein shall be construed to provide any right of access to the Parcels by any persons who are not Owners thereof.

4.2.2. Access. The Common Open Space shall be subject to permanent non-exclusive easements for ingress and egress in favor of the Parcels. This non-exclusive easement is granted to the Owners of all Parcels, Occupants, their guests and invitees, and to all police, fire and other emergency personnel, and to all similar persons, and to the local governmental authorities, but not to the public in general, to enter upon the Common Open Space in the performance of their duties.

4.2.3. Easement for Golfers. The Parcels adjacent to the Golf Course are subject to an easement permitting golfers whose balls unintentionally enter upon such Parcels to enter upon such Parcel at reasonable times and in a reasonable manner to retrieve errant golf balls. The Owners of the Parcel adjacent to the Golf Course acknowledge, understand and assume the risk of damage negligently caused by errant golf balls, but not as to damage caused by reckless or intentional acts.

4.2.4. Drainage. The Common Open Space shall be subject to easements in favor of the Parcels benefited for Surface Water Management as further defined in Article V. No Owner shall do anything on or within a Parcel or Dwelling Unit that shall unreasonably increase the flow of surface water.

4.2.5. West Chester Township. A non-exclusive easement is granted to West Chester Township, and to all police, fire and other emergency personnel, ambulance operators, delivery, garbage and trash removal personnel, and to all similar persons, and to the local governmental authorities, but not to the public in general, to enter upon the



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Common Open Space and the Surface Water Management System in the performance of their duties.

4.3. Owner's Delegation Rights. Any Owner may delegate his or her easement rights and rights of enjoyment to the Common Open Space to any Occupants, and any guests, invitees, tenants or lessees thereof. Any Owner who has leased his or her Parcel shall be deemed to have delegated such rights. Any such delegation, however, shall in accordance with and subject to reasonable rules, regulations and limitation as may be adopted by the Association in accordance with its Code of Regulations.

4.4. Use of Common Open Space. No Owner or Occupant shall use or permit the use of Common Open Space, except in accordance with the following provisions and in accordance with rules, regulations and guidelines adopted by the Board.

4.4.1. Normal Yard Use. Owners, occupants, their guests and invitees may use the Common Open Space adjacent to the Owner's Parcel for normal yard and recreation purposes, provided that such use is in accordance with these guidelines.

4.4.2. No Fencing. No Owner or occupant may enclose or obstruct any portion of the Common Open Space by means of a fence, wall, hedge or similar barrier.

4.4.3. No Permanent Structures. No Owner or occupant may install or place any structures, storage sheds, gardens, play equipment, barbeque grills, pet containment areas, or other man-made improvements on Common Open Space.

4.4.4. Accessibility. All access shall be limited to foot only. No wheeled or motorized vehicles are permitted, except for maintenance purposes.

4.4.5. Vegetation. Except for the ordinary mowing of grass, any cutting of trees, ground cover or vegetation, or destroying by means of herbicides or pesticides is prohibited within the Common Open Space. The placement of additional trees, ground cover or vegetation is permitted upon prior written approval of the Association.

4.4.6. Land Surface Alteration. Dumping of items in the Common Open Space is strictly prohibited without prior approval of the Board.

4.4.7. Recreational Use. Owners, occupants, their guests and invitees may use the Common Open Space adjacent to the Owner's Parcel for recreational purposes, such as picnics, sporting activities and similar outdoor activities. The placing of picnic tables, chairs, sporting equipment, such as soccer goals, badminton nets, etc. is permitted on a

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temporary basis in conjunction with picnics or other similar gatherings. Temporary shall mean no longer than three (3) days. Any Owners or occupants using the Common Open Space in such manner shall be responsible to clean up the area and repair any damage that may be caused by such use.

4.5. Limitation on Common Open Space and Easements. All Common Open Space, easements and rights granted herein are subject to:

4.5.1. Restrictions set forth in this Declaration and any Supplemental Declaration.

4.5.2. Any rules and regulations adopted by the Association and the right to enforce such rules and regulations.

4.5.3. The right of the Association to levy assessments for the Common Expenses, and other assessments as set forth herein.

4.5.4. If access to any residence is through the Common Open Space, any conveyance or encumbrance of such area is subject to the Lot Owner's easement.

4.5.5. All rights granted to the Association in this Declaration.

ARTICLE V

SURFACE WATER MANAGEMENT

5.1. Surface Water Management System. The Surface Water Management System shall consist of the "Storm Easements" and "Stormwater Management Easement" as shown on the Record Plats and Condominium Drawings. The Association shall maintain and administer the Surface Water Management System in accordance with the guidelines as may be promulgated from time to time by West Chester Township, Butler County or the State of Ohio.

5.2. Surface Water Management System Easements. Each Parcel shall be subject to and shall be benefited by an easement for storm sewers, drainage and surface water management as more particularly shown on the Record Plats and Condominium Drawings. Such easement shall be non-exclusive as to the Owners and shall run to the Association, which has control and responsibility for drainage and surface water management. Such easement, however, shall not run to the public at large.

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5.3. Access to Parcels. 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 the Parcel at reasonable hours on any day.

5.4. Individual Maintenance. Each Owner shall maintain that portion of the Surface Water Management System, which serves only that Owner's Parcel as provided in a Supplemental Declaration.

5.5. Retention Basin Maintenance. The Association shall have primary responsibility for the maintenance of the retention basins, including any pipes, concrete gutters or mechanical devices, including vegetation control and debris removal.

5.6. Restriction on Use. No Owner shall use or permit any other persons to use the Surface Water Management System in any manner which would constitute a nuisance, hazard or unsanitary condition or be in violation of any local, state, or federal law ordinance, rule, regulation or statute. No use of any retention basin including, without limitation, fishing, swimming, boating, playing, or use of personal flotation devices, shall be permitted. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of any retention basin.

ARTICLE VI

OWNERS ASSOCIATION

6.1. Formation. The Association is an Ohio nonprofit corporation named Beckett Ridge Association - I, Inc., Charter Number 486145, pursuant to the Articles of Incorporation filed with the Ohio Secretary of State on August 27, 1976. The purposes for the Association are twofold. Within the community of Beckett Ridge, the Association shall provide for the administrative governance, maintenance and upkeep of the Property and within the broader community of West Chester to promote the health, safety, and welfare for the Owners and Occupants of the Property.

6.2. Membership. The membership of the Association shall at all times consist exclusively of Owners of the Parcels. All such Owners shall be members. Membership shall be appurtenant to and may not be separated from such ownership.

6.3. Powers of the Association. The Association may:



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6.3.1. adopt and amend a Code of Regulations for the government of the Association, the conduct of its affairs and the management of the Property;

6.3.2. adopt rules and regulations for the use and occupation of the Common Open Space and to enforce the rules and regulations and the provisions and restrictions of the Declaration as against the Owners and Occupants;

6.3.3. adopt, amend and promulgate design guidelines and architectural standards;

6.3.4. adopt and amend budgets for revenues, expenditures and reserves and levy and collect Assessments from Owners;

6.3.5. hire and discharge managing agents and other employees, agents and independent contractors;

6.3.6. institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the community;

6.3.7. make contracts and incur liabilities;

6.3.8. regulate the use, maintenance, repair, replacement and modification of the Common Open Space for which the Association has maintenance responsibility and other rights as set forth herein;

6.3.9. cause additional improvements to be made as part of the Common Open Space;

6.3.10. acquire, hold, encumber and convey in its own name any right, title or interest to real estate or personal property;

6.3.11. grant easements, liens, licenses and concessions through or over the Common Open Space;

6.3.12. impose and receive any payments, fees or charges for the use, rental or operation of the Common Open Space and for services provided to Owners;



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6.3.13. impose charges for late payments of Assessments and after notice and an opportunity to be heard, levy reasonable fines for violations of the Declarations, the Code of Regulations, and any rules and regulations of the Association;

6.3.14. impose reasonable charges for the preparation and recordation of amendments to the Declaration or for statements of unpaid Assessments;

6.3.15. provide for indemnification of its officers and Board of Directors and maintain directors' and officers' liability insurance;

6.3.16. assign its right to future income, including the right to receive Common Expense Assessments;

6.3.17. exercise any other powers conferred by the Declaration, Code of Regulations or Articles of Incorporation;

6.3.18. exercise all other powers that may be exercised in this state by owners associations pursuant to Chapter 5312 of the Ohio Revised Code;

6.3.19. exercise all other powers that may be exercised in this state by nonprofit corporations;

6.3.20. exercise any other powers necessary and proper for the governance and operation of the Association.

6.4. Voting Rights. The Owners shall be entitled to vote on matters properly before them in accordance with this Article, the Code of Regulations and the laws of the State of Ohio.

6.5. Number of Votes. Each Parcel shall have one vote. If only one of several Owners for a Parcel is present at a meeting of the Association, that Owner is entitled to cast the vote allocated to that Parcel. If more than one of the Owners is present, the vote allocated to that Parcel may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any one of the Owners casts the vote allocated to that Parcel without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Parcel. The Association may adopt rules regarding deadlocks. No votes allocated to any Parcel owned by the Association may be cast.



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6.6. Proxies. A vote allocated to a Parcel may be cast pursuant to a proxy duly executed by an Owner. If a Parcel is owned by more than one person, each Owner of the Parcel may vote or register protest to the casting of votes by the Owners of a Parcel through a duly executed proxy. An Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Except as hereinafter provided, a proxy shall terminate one year after its date, unless it specifies a shorter time. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering the Parcel, its presentation to the Board of a copy of the mortgage shall be notice of the proxy designation, and if the mortgage so states, of the irrevocability of that designation. Written notice to the Board or notice in a meeting of a revocation of a proxy designation shall not affect any vote or act previously taken. Each proxy shall automatically cease upon conveyance of the Parcel.

Unless expressly reserved and the Association is notified of such reservation, a land contract vendee shall be deemed the proxy of a land contract vendor for purposes of this section.

6.7. Annual Meeting. A meeting of the Members of the Association must be held at least once each year.

6.8. Management Agent. The Board may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Board may delegate to the managing agent or manager, subject to the Board's supervision, certain powers granted to the Board by this Declaration.

No management contract may have a term in excess of three (3) years and must permit termination by either party without cause and without termination fee on ninety (90) days or less written notice.

ARTICLE VII

ASSESSMENTS

7.1. Establishment of Assessments. There are hereby established for the benefit of the Association and the Neighborhoods, their successors and assigns, as a charge on each Parcel, certain Assessments for Common Expenses, Neighborhood Expenses and other expenses. Each Owner, by acceptance of a deed, covenants and agrees to pay such Assessments.

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7.2. Purpose of the Assessments. The Assessments are established for the benefit and use of the Association and the Neighborhoods and shall be used in covering the costs of the Common Expenses, Neighborhood Expenses and for other such purposes as hereinafter set forth.

7.3. Annual General Assessment. There is hereby established an Annual General Assessment levied against all Parcels for the purpose of the Common Expenses of the Association. The Common Expenses shall be, but not limited to, (1) operation, maintenance, repair and replacement as required by this Declaration; (2) the cost of any insurance required by this Declaration; (3) reasonable reserves for contingencies and replacement; and (4) administrative, accounting, legal and management fees; (5) all other costs and liabilities incurred by the Association in the exercise of its powers and duties pursuant to this Declaration.

7.4. Neighborhood Assessments. Certain Neighborhoods may have additional assessments levied against the Parcels in a Neighborhood for the purpose of the Neighborhood Expenses of the Neighborhood that are peculiar to that Neighborhood as set forth in a Supplemental Declaration.

7.5. Individual Assessment. Subject to the provisions of Section 7.6, the Association shall have the right to assess an individual Parcel for any of the following:

7.5.1. any costs incurred by the Association in the performance of any maintenance in accordance with Article VIII, Section 8.4.

7.5.2. any charges or fines imposed or levied in accordance with Article IX, Section 9.3.1.1.

7.5.3. any costs incurred for maintenance or repair caused through the willful or negligent act of an Owner or Occupant or their family, tenants, guests or invitees, including attorney fees, court costs and other expenses incurred.

7.5.4. any costs associated with the enforcement of this Declaration or the Rules and Regulations of the Association, including, but not limited to attorney's fees, witness fees and costs, and court costs.

7.5.5. any costs or charges permitted by this Declaration, any Supplemental Declarations, amendments, or the Code of Regulations to be charged or assessed as an Individual Assessment.

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7.6. Procedures for Imposing an Individual Assessment for Damages or Enforcement.

7.6.1. Notice. Prior to imposing a Individual Assessment, the Board shall give the Owner written notice containing:

7.6.1.1. a description of the property damaged, the required maintenance or the violation;

7.6.1.2. The amount of the Individual Assessment;

7.6.1.3. A statement that the owner has a right to a hearing before the Board to contest the Individual Assessment;

7.6.1.4. A statement setting forth the procedures to request a hearing pursuant to Section 7.6.2; and

7.6.1.5. A reasonable date by which the Owner must cure the violation to avoid the Individual Assessment.

7.6.2. Hearing. An Owner may request a hearing by delivering written notice of such request no later than the tenth day after receiving the notice provided in Section 7.6.1 of this Article. If the Owner fails to make a timely request for a hearing, the right to such hearing shall be considered waived, and the Board may immediately impose the Individual Assessment referenced in the notice provided above, or may allow a reasonable time to cure the violation before imposing a Individual Assessment. If an Owner requests a hearing, the Board shall not levy the Individual Assessment before holding a hearing, and will, at least seven days prior to the hearing; provide the Owner with a written notice of the date, time and location of the hearing. Within 30 days following a hearing at which the Board imposes an Individual Assessment, the Board shall deliver a written notice of the Individual Assessment to the Unit Owner.

7.6.3. Manner of Notice. Any notice required under this Section to be served:

7.6.3.1. upon the Owner shall be delivered personally to the Owner and Occupants at the Parcel or Dwelling Unit, or mailed (by certified mail, return receipt requested) to the Owner at the address of the Lot, provided that if the Owner has provided the Association with an alternate address, all such notices



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shall be mailed (by certified mail, return receipt requested) to the Owner at such alternative address.

7.6.3.2. upon the Association shall be delivered personally to any officer of the Association or to any on-site representative of any professional management company hired by the Association; or mailed (by certified mail, return receipt requested) to any officer of the Association or to the management company hired by the Association.

7.7. Special Assessment. There is hereby established a Special Assessment for the purpose of repairing or restoring damage or destruction to the Common Open Space as further set forth in Article X.

7.8. Computation and Payment of Annual General Assessment. The Annual General Assessment shall be computed and levied in accordance with the budget adopted by the Board pursuant to the Code of Regulations. This Assessment shall be effective as to each Parcel on the first day of the Association's fiscal year. So long as there has been no default in payment of the Assessment, it shall be payable in annual installments due on the first day of each fiscal year. The Board shall have the power from time to time to adopt such billing, collection and payment procedures, charges and other payment time schedules, as it deems appropriate.

7.9. Allocation of Assessments. The Common Expense Liability of each Parcel shall be its portion of the Common Expense. The Common Expense Liability and the Annual General Assessment shall be allocated equally to each Parcel. The other Assessments shall be allocated as applicable to the respective Parcels and as determined by the Board.

7.10. Petition to Consolidate Parcels. Any Owner of more than one Parcel may petition the Board to consolidate the Common Expense Liability for such Parcels if the Parcels are improved by one Dwelling Unit and the Parcels constitute one residential parcel for all practical purposes.

7.11. Lien for Assessments. The Association shall have a lien for any Assessment levied against a Parcel, for fines imposed against an Owner or Occupant, and for interest, costs and reasonable attorney fees.

7.11.1. Creation. The lien for Assessments is created by this Declaration and shall be a charge and a continuing lien on each Parcel, which shall run with the land. All persons or entities acquiring an interest in a Parcel after the filing of this Declaration take such interest subject to the lien.



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7.11.2. Effective Dates. The lien for the Common Expense Liability for each Parcel as set forth in the Annual General Assessment shall be effective on the first day of the fiscal year of the Association. The lien for other Assessments shall be effective on the first day of the month following the notice of it levy on the Owners affected.

7.11.3. Perfection. Recording of this Declaration constitutes notice and perfection of the Lien.

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

7.11.5. Priority of the Lien. The lien created by this Section shall be prior to all liens and encumbrances recorded subsequent to this Declaration except the lien for real estate taxes and assessments and the lien of any bona fide first mortgage filed of record.

7.11.6. Subordination and Mortgagee Protection. Notwithstanding any of the provisions hereof to the contrary, the lien of any Assessment levied pursuant to this Declaration (and any late charges, interest, costs and attorney fees) shall be subordinate to, and shall in no way affect the rights of the holder of a first mortgage made in good faith for value received; provided, however, that such subordination shall apply only to Assessments, or installments thereof, which have become due and payable prior to the date of Sheriff's sale of such Parcel pursuant to a foreclosure or the date of a deed in lieu of foreclosure. Such sale or transfer shall not relieve the mortgagee or the purchaser of a Parcel at such sale from liability for any Assessments thereafter becoming due, or from the lien of any such subsequent Assessment. Mortgagees are not required to collect Assessments on behalf of the Association. Failure to pay Assessments shall not constitute a default under any mortgage insured by FHA/VA.

7.11.7. Extinguishment of the Lien. A lien for unpaid Assessments is extinguished unless proceedings to enforce it are instituted within five (5) years after the full amount of the Assessment becomes due. If an Owner of a Parcel subject to a lien files a petition for relief under the United States Bankruptcy Code, then the period of time to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay under Section 362 of the Bankruptcy Code is lifted.

7.11.8. Estoppel Certificate. Upon request of any mortgagee or Owner and upon payment in full of all Assessments and other charges permitted by this



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Declaration that are due to the Association, the Association shall execute and deliver to such mortgagee or Owner an Estoppel Certificate. Such certificate shall be in recordable form and shall note the payment of the outstanding Assessments and charges and that the Association is estopped from the enforcement of its lien with respect to Assessment and charges becoming due and payable prior to the date of the Certificate. The Association may charge a reasonable fee for the preparation of such certificate.

7.12. Delinquency and Acceleration. Any installment of an Assessment provided for by this Declaration shall become delinquent if not paid on the due date as established by this Declaration or by the Board. With respect to each installment of an Assessment not paid within five (5) days of its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, costs of collection, reasonable attorney fees and interest at the rate provided in Section 1343.03 of the Ohio Revised Code (and as amended from time to time). Interest shall be calculated from the date of delinquency to the date full payment is received by the Association. If any installment of an Assessment is not paid within thirty (30) days of its due date, the Board may, at its election, declare all of the unpaid balance of the Assessment immediately due and payable without further notice or demand to the Owner. The Association may enforce the collection of the full Assessment and all charges thereon in any manner authorized by law or this Declaration. The filing of any petition for relief pursuant to the United States Bankruptcy Code by an Owner who's Assessment has been accelerated shall operate as a restoration of the Assessment to its prior status as if it has not been accelerated.

7.13. Remedies Cumulative. A suit to recover money judgment for unpaid Assessments and charges may be maintained without foreclosing or waiving the right to enforce the lien. A foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

7.14. Personal Obligation. The Assessments, including fines, if any, payable by each Owner, together with any penalty, interest, costs and reasonable attorney fees shall be the personal obligation of the Owner of the Parcel at the time incurred. The personal obligation shall not pass to any successors in title unless expressly assumed by them.

7.15. Statement of Unpaid Assessments. The Association shall upon written request of the Owner, contract purchaser, or first mortgagee, furnish a statement setting forth the amount of unpaid Assessments against the Parcel. This statement must be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Board and every Owner. The Association may charge a reasonable amount for this statement.

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7.16. No Waiver of Liability for Common Expenses. No Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Open Space or by abandonment of the Parcel against which the Assessments are made.

ARTICLE VIII

UPKEEP OF THE PROPERTY

8.1. Parcels. Each and every Parcel, its Dwelling Unit and any improvement erected thereon shall be maintained in a reasonable manner in accordance with the standard generally prevailing throughout the Neighborhood and as may be set forth in a Supplemental Declaration.

8.2. Common Open Space. Except as may be expressly provided in any Supplemental Declaration, easement or contract, the Association shall maintain the Common Open Space.

8.3. Supplemental Declaration. Additional maintenance responsibilities may be set forth in a Record Plat, Condominium Drawings or a Supplemental Declaration applicable to a Neighborhood.

8.4. Association's Right to Maintain. In the event that an Owner shall fail to provide maintenance as required by this Declaration in a manner satisfactory to the Association, and such Owner has failed to comply for ten (10) days after being so notified of such failure and upon being provided an opportunity to be heard concerning such failure, then the Association shall have the right, but not the responsibility, through its agents and employees, to enter upon said Parcel and repair, maintain and restore the Parcel. In the event that such failure poses a health, safety or security risk, then no notice or hearing need be given. The cost of such maintenance and repair shall be assessed against the subject Parcel in accordance with Article VII, Section 7.5.

8.5. Access to Parcels. 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 Parcel at reasonable hours on any day.

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ARTICLE IX

RESTRICTIONS

9.1. Use and Occupancy. Except as may be set forth in a Condominium Declaration or a Supplemental Declaration, the following restrictions are applicable all Parcels with respect to the use and occupancy of the Property.

9.1.1. Compliance with Laws. No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner.

9.1.2. Nuisance. No obnoxious or offensive activity of any kind shall be permitted in or on Parcel, 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 or neighboring Parcels..

9.1.3. Prohibited Activities. No trade or business of any kind may be conducted in or from any Parcel or Dwelling Unit except that an Owner or Occupant of a Parcel or Dwelling Unit may conduct such business activity within the Parcel or Dwelling Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the Parcel or Dwelling Unit; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming on to the Parcel who do not reside in the Property; and (d) the business activity is consistent with the residential character of the Property.

The terms "business" and "trade" as used in this provision shall be construed to have their ordinary generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether (i) such activity is engaged in full-time or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required thereof.

No signs of any character shall be erected, posted or displayed upon the Property, except:

- (i) street and identification signs installed by the Association or West Chester Township;
- (ii) temporary signs and security signs as set forth in the Supplemental Architectural



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Restrictions; (iii) reasonably sized political signs installed in accordance with the time frames and size limits set forth in the Supplemental Architectural Restrictions; and (iv) one temporary real estate sign not to exceed six square feet in area advertising that such Parcel is for sale.

9.1.4. Parking; Vehicle Repairs. The Board shall have the right to adopt Rules and Regulations with respect to parking and vehicle repairs on the Property.

9.1.5. Animals. Except as hereinafter provided, the maintenance, keeping, boarding or raising of animals of any kind, regardless of number, is prohibited on any Parcel. The keeping of guide animals and orderly domestic pets (e.g., dogs, cats or caged birds), may be permitted, subject to the Rules and Regulations adopted by the Board from time to time. Such Rules and Regulations may include, without limitation, the right to prohibit pets entirely, the right to place limitations on the size, number and type of such pets, the right to identify actions or behaviors that may be regulated or restricted and the right to determine and assess penalties for violations. No pets may be kept or maintained for commercial purposes or for breeding. No external compound cages, kennels, doghouses or hutches shall be permitted.

Owners and / or Occupants shall promptly remove and properly dispose of all pet droppings on any Parcel or in the Common Open Space. Pets shall not be permitted on the Common Open Space unless accompanied by someone who can control the pet and unless carried or leashed. Any Owner or Occupant who keeps or maintains any pet on any portion of the Property shall be deemed to have indemnified and agreed to hold the Association harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property. All pets which may leave the Dwelling Unit or Parcel must be inoculated as required by law.

With respect to any pet causing or creating a nuisance, threatening circumstances, unreasonable disturbance or noise, unsanitary conditions or unsafe conditions, the Board, in addition to the remedies set forth in Section 9.3, upon ten (10) days written notice may order that the pet be permanently removed from the Property.

9.1.6. Additional Restrictions. Additional restrictions that are applicable to the individual Neighborhoods are set forth in Supplemental Declarations for such Neighborhoods.

9.2. Architectural Restrictions. Except as may be set forth in a Condominium Declaration or a Supplemental Declaration, the following restrictions are applicable all

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Parcels with respect to the use and occupancy of the Property. Other restrictions applicable to each Neighborhood shall be set forth in a Supplemental Declaration.

9.2.1. Plan Approval. No structure shall be placed, erected or installed upon any Parcel, no construction, and no exterior alteration or modification of existing improvements shall take place until the requirements of this section have been fully met. Prior to any construction, the Owner or Builder shall first submit to the Association an application for the proposed construction. The Association shall review the application as to the quality of workmanship and design and harmony of external structures with existing structures and as to location in relation to surrounding structures, topography and finish grade elevation.

9.2.2. Supplemental Architectural Restrictions. The Association, on behalf of itself, shall prepare and promulgate design and development guidelines governing construction within the Property ("Supplemental Architectural Restrictions"). The Supplemental Architectural Restrictions shall include application and review procedures to be followed in submitting an application for approval hereunder. The Supplemental Architectural Restrictions shall be those of the Association, and the Association shall have sole and full authority to modify and to amend them from time to time without the vote of the Owners. The Association shall make the Supplemental Architectural Restrictions available to builders and Owners who seek to engage in construction or improvement upon any portion of the Property. There is no requirement that the Supplemental Architectural Restrictions be recorded or rerecorded if amended or modified. Each builder and Owner is cautioned to request the most current version of the Supplemental Architectural Restrictions prior to undertaking any improvement.

9.2.3. No Liability. Each Owner is responsible to insure that all construction or any modifications are in compliance with the Supplemental Architectural Restrictions, restrictions and approved plans. If the Association, any agent or committee have acted in good faith on the basis of such information possessed by them, neither the Board nor any Director shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed due to: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; or (b) the construction or performance of any work whether or not pursuant to approved plans, drawings, and specifications.

9.2.4. Set Back, Minimum Elevation and Yard Requirements. All Dwelling Units shall be located in accordance with the building set back lines, minimum basement elevation and yard requirements as shown on the Record Plats and / or as set forth in the West Chester Township Zoning Resolution. The Owner shall be responsible for



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compliance with these standards. Association shall not be responsible for any failure to comply with these standards.

9.2.5. Construction Materials. No Dwelling Units shall be constructed of concrete block, cinder block or other similar materials unless the exterior of the Dwelling Unit is covered with brick and / or siding. No underground Dwelling Units shall be permitted.

9.2.6. Temporary Structures. All temporary structures must comply with the Supplemental Architectural Restrictions.

9.2.7. Foundations. Any concrete foundation exposed more than two (2) feet along the front elevation only, shall be covered, along the front elevation only, with brick, wood, stone, siding or other compatible exterior finish material.

9.2.8. Fencing, Swingsets And Swimming Pools. No fences or other lot dividers, swing sets, or swimming pools may be erected or installed on any portion of the Property unless in accordance with the Supplemental Architectural Restrictions and the Owner has first obtained the written approval as set forth above.

9.2.9. Radio and Television Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property, including any Dwelling Unit, without the prior written approval as provided in Section 9.2.1, and in accordance with the Supplemental Architectural Restrictions. Nothing herein shall be construed so as to be in conflict with current Federal Communications Commission's rules and regulations for antennas.

9.2.10. Storage, Outbuildings and Other Personal Property. No flagpoles, additions, alterations, outbuildings or similar structures, nor shall anything be stored on any portion of the Property, except in accordance with the Supplemental Architectural Restrictions and prior approval, if required.

9.3. Remedies for Breach of Covenants and Restrictions. The violation of any covenant or restriction contained in the Declaration or violation of any rule or regulation duly adopted by the Board shall give the Board the authority to enforce the covenants, restrictions, rules and regulations in accordance with this Section.

9.3.1. Actions. The Board may take any or all of the following actions.



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9.3.1.1. levy a fine against the Owner and/or Occupant, which shall also be an Individual Assessment under Section 7.5.

9.3.1.2. to enter upon a Parcel or portion thereof upon which or, as to which, such violation or breach exists and to summarily abate and remove at the expense of the Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration, and the Board, or its agents shall not be thereby deemed guilty in any manner of trespass or wrongful act.

9.3.1.3. to institute appropriate legal proceedings to enjoin, abate or remedy the continuance of any breach.

9.3.1.4. undertake such dispute resolution methods such as mediation and arbitration, except that this provision shall not be construed as any requirement to do so as a condition precedent to legal proceedings.

9.3.2. Notice and Opportunity to be Heard. Prior to any action, the Board shall give the Owner and/or Occupant reasonable notice of the violation and an opportunity to be heard. Such notice and opportunity shall not be required in emergency situations or for repeated or continuing violations.

9.3.3. Individual Actions. Each Owner is empowered to enforce the covenants by appropriate legal proceedings or alternative dispute resolution methods.

ARTICLE X

INSURANCE AND CASUALTY LOSSES

10.1. Insurance. The Board or its duly authorized agent shall have the authority to and shall obtain such insurance as it may deem necessary to protect the Common Open Space, the Owners, the Association and the Board.

10.2. Repair and Restoration. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Owners, levy a Special Assessment against all Parcels. Additional assessments may be made in



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like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the cost of repair, such excess shall be deposited to the benefit of the Association.

10.3. Additional Insurance Provisions. The Board, without a vote of the Owners, may amend the provisions of this Article or any supplemental provisions set forth in a Supplemental Declaration, if such amendment is necessary to comply with secondary mortgage market guidelines or is 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 Parcel.

ARTICLE XI

CONDEMNATION

11.1. Whenever all or any part of the Common Open Space shall be taken (or conveyed in lieu of and under threat of condemnation by the Board) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. No Owner, however, shall have the right to participate in the proceedings incident thereto, unless otherwise required by law. The award made for such taking shall be payable to the Association, as trustee for all Owners, to be disbursed as follows:

11.1.1. If the taking involves a portion of the Common Open Space on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant and at least seventy-five (75%) percent of the Owners shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Open Space, to be extent lands are available therefore, in accordance with plans approved by the Board. If such improvements are to be repaired or restored, the above provisions in Article X hereof regarding the disbursement of funds in respect to casualty damage or destruction, which is to be repaired, shall apply.

11.1.2. If the taking does not involve any improvements on the Common Open Space, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.



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ARTICLE XII

DURATION, AMENDMENT AND TERMINATION

12.1. Duration. This Declaration, and its provisions, shall be covenants running with the land and shall bind the property and shall (regardless of whether any such beneficiary owns an interest in any Parcel) inure to the benefit of and be enforceable by the Association and the Neighborhoods, and each Owner, Occupant and their legal representatives, heirs, devisees, successors and assigns and shall continue in full force and effect for twenty (20) years from the date on which this Declaration is recorded. Thereafter this Declaration shall be automatically renewed for successive ten-year periods unless amended or terminated as provided in this Article.

12.2. Amendments by Owners. This Declaration and any Supplemental Declaration may from time to time be amended in accordance with following provisions and pursuant to procedures adopted by the Board or set forth in the Code of Regulations.

12.2.1. Any provision of this Declaration may be amended in whole or in part by a recorded instrument approved by the Owners of at least 75% of all Parcels.

12.2.2. Any provision of any Supplemental Declaration may be amended in whole or in part by a recorded instrument approved by the Owners of at least seventy-five (75%) percent of all Parcels subject to such Supplemental Declaration.

12.2.3. All amendments shall be executed by the President and Secretary of the Association. Such amendment shall certify that the proper notices were sent and that the requisite vote was obtained. Amendments need not be signed by the Owners.

12.3. Neighborhood Amendments. Any provision of this Declaration and or any Supplemental Declaration may be amended in whole or in part by a recorded instrument approved by the Owners of at least seventy-five (75%) percent of all Parcels within any Neighborhood.

12.3.1. Such amendments shall be limited to:

12.3.1.1. the establishment or termination of a Neighborhood Assessment;
or

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12.3.1.2. the establishment or imposition of a covenant or restriction not provided for in this Declaration or any Supplemental Declaration; or

12.3.1.3. the imposition of a more restrictive covenant than provided for in this Declaration or any Supplemental Declaration.

12.3.2. No amendment shall operate to diminish the effect of any term, condition, covenant or restriction provided in this Declaration or any Supplemental Declaration.

12.3.3. No amendment shall impose a restriction or covenant that is less restrictive than provided for in this Declaration or any Supplemental Declaration.

12.3.4. Such amendments shall be applicable to all Parcels within the Neighborhood.

12.4. Amendments by Board. The Board may amend the Declaration and any Supplemental Declaration in any manner necessary for any of the following:

12.4.1. To meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration, and similar institutions;

12.4.2. To meet the requirements of insurance underwriters;

12.4.3. To bring the Declaration or any Supplemental Declaration into compliance with the laws of the United States, the State of Ohio or any political subdivision thereof; or

12.4.4. To correct clerical or typographical errors or obvious factual errors in the Declaration, Supplemental Declaration or an exhibit to the same.

12.5. Termination. This Declaration and the regime created thereby may be terminated only in accordance with this Section.

12.5.1. Consent Required. This Declaration may be terminated only upon consent of Ninety (90%) Percent of the Owners and the consent of West Chester Township.

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12.5.2. Agreement to Terminate. No termination shall be effective unless an agreement to terminate is filed for record with the Butler County Recorder. This agreement shall be executed in the same manner as an amendment. The agreement shall provide for disposition of the Common Open Space, disposition of Association funds and other resolutions and provisions necessary to terminate the regime and wind up the affairs of the Association.

ARTICLE XIII

MISCELLANEOUS

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

13.2. Notices. Any notice required or permitted to be given to an Owner, Occupant or by the Board pursuant to the provisions of this Declaration shall be deemed given when sent in accordance with the provisions of the Code of Regulations.

13.3. Construction. The Board shall have the right to construe the provisions of this Declaration and any Supplemental 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 benefited or bound by the provisions of this Declaration or any Supplemental Declaration.

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

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

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

13.7. Conflict. In the event of a conflict between the restrictions or any one or more of them and the restrictions of any Declaration any Supplemental Declaration which may be

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recorded subsequent to this Declaration, any Supplemental Declaration, the more restrictive restriction, covenant, condition, easement or other obligation shall control.

IN WITNESS WHEREOF, The Association has caused this Declaration to be signed, pursuant to a resolution of the Board of Directors this ____ day of _____, 2010, by _____, it's President and by _____, its Secretary, who certify that the proper notices were sent and that the requisite vote was obtained.

BECKETT RIDGE ASSOCIATION - I

by: Dennis W. Bealer
President

by: Terri McMill-Wong
Secretary



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STATE OF OHIO

)

) ss:

COUNTY OF BUTLER

)

The foregoing instrument was acknowledged before me, this 10th day of
October, 2010, by Dennis Bander, President and by
Terri McGill-Wong Secretary of **BECKETT RIDGE ASSOCIATION - I**, an
Ohio nonprofit corporation, on behalf of the corporation.



Notary Public, State of Ohio



MELISSA A PATRICK
Notary Public
In and for the State of Ohio
My Commission Expires
October 17, 2011



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EXHIBIT A
Legal Description of the Property

Subdivision Lots

Situated in Section 5, Town 2, Range 2, and Section 25, Town 3, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 1, as shown on the Record Plat of Beckett Ridge Subdivision, Section 1, as recorded in Plat Envelope 714 AB, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 5, Town 2, Range 2, and Section 35, Town 3, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 2 thru 4, as shown on the Record Plat of Beckett Ridge Subdivision, Section 2, as recorded in Plat Envelope 715 C, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 35, Town 3, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 5 thru 74, as shown on the Record Plat of Beckett Ridge Subdivision, Section 3, as recorded in Plat Envelope 719 CD, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 75 thru 130, as shown on the Record Plat of Beckett Ridge Subdivision, Section 4, as recorded in Plat Envelope 735 ABC, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 35, Town 3, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 131, as shown on the Record Plat of Beckett Ridge Subdivision, Section 5, as recorded in Plat Envelope 735 D, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 35, Town 3, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 131, as shown on the Record Plat of Beckett Ridge Subdivision, Section 5, as recorded in Plat Envelope 736 A, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 5, Town 3, Range 2, and Section 35, Town 3, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 136 thru 170, as shown on the Record Plat of Beckett Ridge Subdivision, Section 6, as recorded in Plat Envelope 736 BCD, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 5, Town 2, Range 2, and Section 35, Town 3, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 170 thru



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210, as shown on the Record Plat of Beckett Ridge Subdivision, Section 7, as recorded in Plat Envelope 737 ABCD, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 35, Town 3, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 211 thru 282, as shown on the Record Plat of Beckett Ridge Subdivision, Section 8, as recorded in Plat Envelope 774CD, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 35, Town 3, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 507, as shown on the Record Plat of Beckett Ridge Subdivision, Replat of Lots 234 & 235, as recorded in Plat Envelope 1236A, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 33, Town 3, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 288 thru 324, as shown on the Record Plat of Beckett Ridge Subdivision, Section 9, as recorded in Plat Envelope 864CD, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 35, Town 3, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 531 thru 534, as shown on the Record Plat of Beckett Ridge Subdivision, Replat Lots 358, 325, 326, & 327, as recorded in Plat Envelope 1319 A, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 35, Town 3, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 325 thru 361, as shown on the Record Plat of Beckett Ridge Subdivision, Section 10, as recorded in Plat Envelope 884 CD, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 461 thru 463, as shown on the Record Plat of Beckett Ridge Subdivision, Replat of Lots 385, 386 & 399, as recorded in Plat Envelope 1085 A, of the Butler County Ohio Recorder's Plat Records.

Situated in Section , Town , Range , West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 505 & 506, as shown on the Record Plat of Beckett Ridge Subdivision, Replat of Lots 397 & 398, as recorded in Plat Envelope 1195 A, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 362 thru 429, as shown on the Record



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Plat of Beckett Ridge Subdivision, Section 11, as recorded in Plat Envelope 894 BCD, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 430 thru 432, as shown on the Record Plat of Beckett Ridge Subdivision, Section 12, as recorded in Plat Envelope 911 A, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 433 thru 460, as shown on the Record Plat of Beckett Ridge Subdivision, Section 13, as recorded in Plat Envelope 1077 AB, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 34 & 35, Town 3, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 464 thru 499, as shown on the Record Plat of Beckett Ridge Subdivision, Section 14, as recorded in Plat Envelope 1155 ABCD, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 500 thru 504, as shown on the Record Plat of Beckett Ridge Subdivision, Section 15, Replat of Part Lot 1, as recorded in Plat Envelope 1178 A, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 508 thru 519, as shown on the Record Plat of Beckett Ridge Subdivision, Section 15, Replat of Part Lot 1, as recorded in Plat Envelope 1239 A, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 520 thru 530, as shown on the Record Plat of Beckett Ridge Subdivision, Section 15, Replat of Part Lot 1, as recorded in Plat Envelope 1294 A, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 596 thru 608, as shown on the Record Plat of Beckett Ridge Subdivision, Section 15, Replat of Part Lot 1, as recorded in Plat Envelope 1398 A, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 683 thru 695, as shown on the Record



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Plat of Beckett Ridge Subdivision, Section 15, Replat of Part Lot 1, as recorded in Plat Envelope 1480 ifi, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 948 thru 956, as shown on the Record Plat of Beckett Ridge Subdivision, Section 15, Replat of Part Lot 1, as recorded in Plat Envelope 1650 A, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 34 & 35, Town 3, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 535 thru 568, as shown on the Record Plat of Beckett Ridge Subdivision, Section 16, as recorded in Plat Envelope 1380 ABC, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 34, Town 3, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 569 thru 595, as shown on the Record Plat of Beckett Ridge Subdivision, Section 17, as recorded in Plat Envelope 1381 ABC, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 34, Town 3, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 1365 thru 1368, as shown on the Record Plat of Beckett Ridge Subdivision, Section 17 Replat of Lot 590, as recorded in Plat Envelope 1805 ABC, of the Butler County Ohio Recorder's Plat Records and as rerecorded in Plat Envelope 1852 ABC, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 609 thru 625, as shown on the Record Plat of Beckett Ridge Subdivision, Section 18, as recorded in Plat Envelope 1442 AB, of the Butler County Ohio Recorder's Plat Records and as rerecorded in Plat Envelope 1488 AB, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 35, Town 3, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 626 thru 650, as shown on the Record Plat of Beckett Ridge Subdivision, Section 19, as recorded in Plat Envelope 1461 ABC, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 34, Town 3, Range 3, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 654 thru 681, as shown on the Record Plat of Beckett Ridge Subdivision, Section 20, as recorded in Plat Envelope 1463ABC, of the Butler County Ohio Recorder's Plat Records.

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Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 696 thru 720, as shown on the Record Plat of Beckett Ridge Subdivision, Section 21, as recorded in Plat Envelope 1578AB, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 721 thru 774 & 806, as shown on the Record Plat of Beckett Ridge Subdivision, Section 22, as recorded in Plat Envelope 1592 AB, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 35, Town 3, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 775 thru 804 & Lots 807 thru 809, as shown on the Record Plat of Beckett Ridge Subdivision, Section 23, as recorded in Plat Envelope 1584 AB, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 34, Town 3, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 810 thru 835 & 837 & 838, as shown on the Record Plat of Beckett Ridge Subdivision, Section 24, as recorded in Plat Envelope 1591 AB, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 839 thru 886, as shown on the Record Plat of Beckett Ridge Subdivision, Section 25, as recorded in Plat Envelope 1612 ABCDE, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 5, Town 2, Range 2, and Section 35, Town 3, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 888 thru 905, as shown on the Record Plat of Beckett Ridge Subdivision, Section 26, as recorded in Plat Envelope 1606 AB, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 34 & 35, Town 3, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 907 thru 930, as shown on the Record Plat of Beckett Ridge Subdivision, Section 27, as recorded in Plat Envelope 1613 ABCD, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 931 thru 947, as shown on the Record Plat of Beckett Ridge Subdivision, Section 28, as recorded in Plat Envelope 1632 ABC, of the Butler County Ohio Recorder's Plat Records.



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Situated in Section 27, Town 3, Range 2, and Section 28, Town 3, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 957 thru 1003, as shown on the Record Plat of Beckett Ridge Subdivision, Section 29, as recorded in Plat Envelope 1688 ABCDE, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 27 & 28, Town 3, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 1430 thru 1434, as shown on the Record Plat of Beckett Ridge Subdivision, Replat of Lots 965 thru 969, as recorded in Plat Envelope 1888 A, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 34 & 35, Town 3, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 1004 thru 1038, as shown on the Record Plat of Beckett Ridge Subdivision, Section 30, as recorded in Plat Envelope 1703 ABCDE, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 1039 thru 1042, as shown on the Record Plat of Beckett Ridge Subdivision, Section 31, as recorded in Plat Envelope 1729 A, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 1043 thru 1066, as shown on the Record Plat of Beckett Ridge Subdivision, Section 32, as recorded in Plat Envelope 1764 ABC, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 1067 thru 1104, as shown on the Record Plat of Beckett Ridge Subdivision, Section 33, as recorded in Plat Envelope 1730 ABC, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 35, Town 3, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 1105 thru 1150, as shown on the Record Plat of Beckett Ridge Subdivision, Section 34, as recorded in Plat Envelope 1765 ABCD, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 28 & 34, Town 3, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 1151 thru 1201 -, as shown on the Record Plat of Beckett Ridge Subdivision, Section 35, as recorded in Plat Envelope 1743 ABCD, of the Butler County Ohio Recorder's Plat Records.



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Situated in Section 35, Town 3, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 1202 thru 1240, as shown on the Record Plat of Beckett Ridge Subdivision, Section 36, as recorded in Plat Envelope 1734 ABC, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 1241 thru 1243, as shown on the Record Plat of Beckett Ridge Subdivision, Section 37, Replat of Lots 430 & 431, as recorded in Plat Envelope 1798 AB, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 1244 thru 1364, as shown on the Record Plat of Beckett Ridge Subdivision, Section 37, Replat of Lot 1242, as recorded in Plat Envelope 1799 A-G, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 27 & 28, Town 3, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 1369 thru 1371, as shown on the Record Plat of Beckett Ridge Subdivision, Section 38, as recorded in Plat Envelope 1807AB, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 28, Town 3, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 1372 thru 1379, as shown on the Record Plat of Beckett Ridge Subdivision, Section 39, as recorded in Plat Envelope 1846 ABC, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 1381 thru 1429, as shown on the Record Plat of Beckett Ridge Subdivision, Section 40, as recorded in Plat Envelope 1860 ABC, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 34, Town 3, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 1435 thru 1475, as shown on the Record Plat of Beckett Ridge Subdivision, Section 41, as recorded in Plat Envelope 1880 ABCDE, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 34, Town 3, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 1476 thru 1505, as shown on the Record Plat of Beckett Ridge Subdivision, Section 42, as recorded in Plat Envelope 1957 ABC, of the Butler County Ohio Recorder's Plat Records.



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Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 1507 thru 1527, as shown on the Record Plat of Beckett Ridge Subdivision, Section 43, as recorded in Plat Envelope 1963 AB, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 27 & 28, Town 3, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 1529 thru 1561, as shown on the Record Plat of Beckett Ridge Subdivision, Section 44, as recorded in Plat Envelope 1981 ABCD, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 1562 thru 1565, as shown on the Record Plat of Beckett Ridge Subdivision, Section 45, as recorded in Plat Envelope 2101 AB, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 34, Town 3, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 1566 thru 1579, as shown on the Record Plat of Beckett Ridge Subdivision, Section 46, as recorded in Plat Envelope 2089 ABCDE, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 28, Town 3, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 1580 thru 1637, as shown on the Record Plat of Beckett Ridge Subdivision, Section 47, as recorded in Plat Envelope 2106 ABC, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 34, Town 3, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 1638 thru 1663, as shown on the Record Plat of Beckett Ridge Subdivision, Section 48, as recorded in Plat Envelope 2205 ABC, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 1664, as shown on the Record Plat of Beckett Ridge Subdivision, Replat of Lot 854, as recorded in Plat Envelope 3284 AB, of the Butler County Ohio Recorder's Plat Records.

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio and being more particularly described as Lot(s) 1665 thru 1666, as shown on the Record Plat of Beckett Ridge Subdivision, Replat of Lots 878 & 879, as recorded in Volume 8087 pages 1607-1608 of the Butler County Ohio Recorder's Official Records.



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Shepherd's Farm Condominium

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio and being part of Lot 1, Section 1 of Beckett Ridge Subdivision and being more particularly described as Building 1, Units 1 thru 5, Building 2, Units 1 thru 4, Building 3, Units 1 thru 4, Building 4, Units 1 thru 4, Building 5, Units 1 thru 4, Building 6, Units 1 thru 4, Building 7, Units 1 thru 4,, Building 8, Units 1 thru 6, Building 9, Units 1 thru 4, Building 10, Units 1 thru 6, Building 11, Units 1 thru 5, Building 12, Units 1 thru 4, Building 13, Units 1 thru 4, Building 14, Units 1 thru 5, Building 15, Units 1 thru 4 of the Shepherd's Farm Condominium, Stage One as set forth in the Declaration of Condominium Ownership recorded in Deed Book 1266, page 165, as subsequently amended and as shown on the drawings recorded in Plat Envelope 746 ABC of the Plat Records of Butler County, Ohio.

The Meadows Condominium

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio and being part of Lot 2, Section 2 of Beckett Ridge Subdivision and being more particularly described as Building No. 1, Units 1 thru 4, Building No. 2, Units 1 thru 4, Building No. 3, Units 1 thru 4, Building No. 4, Units 1 thru 4, Building No. 5, Units 1 thru 4, Building No. 6, Units 1 thru 4, Building No. 7, Units 1 thru 4, Building No. 8, Units 1 thru 4, Building No. 9, Units 1 thru 4, Building No. 10, Units 1 thru 4, Building No. 11, Units 1 thru 4, Building No. 12, Units 1 thru 4, Building No. 13, Units 1 thru 4, of the Meadows Condominium as set forth in the Declaration of Condominium Ownership recorded in Deed Book _____, page _____, as subsequently amended and as shown on the drawings recorded in Plat Envelope 746 D of the Plat Records of Butler County, Ohio.

Mill Creek Condominium

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio, Beckett Ridge Subd., Section 12, Part of Lot 432 and being Units 18A Thru 18F, Mill Creek Condominium as shown on the Declaration of Condominium Ownership recorded in Deed Book 1590, page 154 and as subsequently amended and as more particularly shown on the drawings recorded in Plat Envelope 927 ABC, of the Plat Records of Butler County, Ohio.

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio, Beckett Ridge Subd., Section 12, Part of Lot 432 and being Units 2A Thru 2H, Mill Creek Condominium as shown on the Declaration of Condominium Ownership recorded in Deed Book 1590, page 154 and as subsequently amended and as more particularly

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shown on the drawings recorded in Plat Envelope 933 CD, of the Plat Records of Butler County, Ohio.

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio, Beckett Ridge Subd., Section 12, Part of Lot 432 and being Units 3A Thru 3H, Mill Creek Condominium as shown on the Declaration of Condominium Ownership recorded in Deed Book 1590, page 154 and as subsequently amended and as more particularly shown on the drawings recorded in Plat Envelope 954 AB, of the Plat Records of Butler County, Ohio.

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio, Beckett Ridge Subd., Section 12, Part of Lot 432 and being Units 5A Thru 5F, Mill Creek Condominium as shown on the Declaration of Condominium Ownership recorded in Deed Book 1590, page 154 and as subsequently amended and as more particularly shown on the drawings recorded in Plat Envelope 960 AB, of the Plat Records of Butler County, Ohio.

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio, Beckett Ridge Subd., Section 12, Part of Lot 432 and being Units 4A Thru 4H, Mill Creek Condominium as shown on the Declaration of Condominium Ownership recorded in Deed Book 1590, page 154 and as subsequently amended and as more particularly shown on the drawings recorded in Plat Envelope 965 AB, of the Plat Records of Butler County, Ohio.

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio, Beckett Ridge Subd., Section 12, Part of Lot 432 and being Units 6A Thru 6H, Mill Creek Condominium as shown on the Declaration of Condominium Ownership recorded in Deed Book 1590, page 154 and as subsequently amended and as more particularly shown on the drawings recorded in Plat Envelope 999 AB, of the Plat Records of Butler County, Ohio.

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio, Beckett Ridge Subd., Section 12, Part of Lot 432 and being Units 14A Thru 14F, Mill Creek Condominium as shown on the Declaration of Condominium Ownership recorded in Deed Book 1590, page 154 and as subsequently amended and as more particularly shown on the drawings recorded in Plat Envelope 1006 AB, of the Plat Records of Butler County, Ohio.

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio, Beckett Ridge Subd., Section 12, Part of Lot 432 and being Units 171A Thru 171H, Mill Creek Condominium as shown on the Declaration of Condominium Ownership recorded



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in Deed Book 1590, page 154 and as subsequently amended and as more particularly shown on the drawings recorded in Plat Envelope 1009 AB, of the Plat Records of Butler County, Ohio.

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio, Beckett Ridge Subd., Section 12, Part of Lot 432 and being Units 170A Thru 170H, Mill Creek Condominium as shown on the Declaration of Condominium Ownership recorded in Deed Book 1590, page 154 and as subsequently amended and as more particularly shown on the drawings recorded in Plat Envelope 1024 AB, of the Plat Records of Butler County, Ohio.

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio, Beckett Ridge Subd., Section 12, Part of Lot 432 and being Units 7A Thru 7D, Mill Creek Condominium as shown on the Declaration of Condominium Ownership recorded in Deed Book 1590, page 154 and as subsequently amended and as more particularly shown on the drawings recorded in Plat Envelope 1037 AB, of the Plat Records of Butler County, Ohio.

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio, Beckett Ridge Subd., Section 12, Part of Lot 432 and being Units 13A Thru 13F, Mill Creek Condominium as shown on the Declaration of Condominium Ownership recorded in Deed Book 1590, page 154 and as subsequently amended and as more particularly shown on the drawings recorded in Plat Envelope 1053 AB, of the Plat Records of Butler County, Ohio.

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio, Beckett Ridge Subd., Section 12, Part of Lot 432 and being Units 15A Thru 15F, Mill Creek Condominium as shown on the Declaration of Condominium Ownership recorded in Deed Book 1590, page 154 and as subsequently amended and as more particularly shown on the drawings recorded in Plat Envelope 1072 AB, of the Plat Records of Butler County, Ohio.

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio, Beckett Ridge Subd., Section 12, Part of Lot 432 and being Units 70A Thru 70D, Mill Creek Condominium as shown on the Declaration of Condominium Ownership recorded in Deed Book 1590, page 154 and as subsequently amended and as more particularly shown on the drawings recorded in Plat Envelope 1109 AB, of the Plat Records of Butler County, Ohio.

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio, Beckett Ridge Subd., Section 12, Part of Lot 432 and being Units 12A Thru 12F, Mill



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Creek Condominium as shown on the Declaration of Condominium Ownership recorded in Deed Book 1590, page 154 and as subsequently amended and as more particularly shown on the drawings recorded in Plat Envelope 1118 AB, of the Plat Records of Butler County, Ohio.

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio, Beckett Ridge Subd., Section 12, Part of Lot 432 and being Units 16A Thru 16D, Mill Creek Condominium as shown on the Declaration of Condominium Ownership recorded in Deed Book 1590, page 154 and as subsequently amended and as more particularly shown on the drawings recorded in Plat Envelope 1136 AB, of the Plat Records of Butler County, Ohio.

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio, Beckett Ridge Subd., Section 12, Part of Lot 432 and being Units 10A Thru 10F, Mill Creek Condominium as shown on the Declaration of Condominium Ownership recorded in Deed Book 1590, page 154 and as subsequently amended and as more particularly shown on the drawings recorded in Plat Envelope 1168 AB, of the Plat Records of Butler County, Ohio.

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio, Beckett Ridge Subd., Section 12, Part of Lot 432 and being Units 11A Thru 11F, Mill Creek Condominium as shown on the Declaration of Condominium Ownership recorded in Deed Book 1590, page 154 and as subsequently amended and as more particularly shown on the drawings recorded in Plat Envelope 1186 AB, of the Plat Records of Butler County, Ohio.

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio, Beckett Ridge Subd., Section 12, Part of Lot 432 and being Units 9A Thru 9D, Mill Creek Condominium as shown on the Declaration of Condominium Ownership recorded in Deed Book 1590, page 154 and as subsequently amended and as more particularly shown on the drawings recorded in Plat Envelope 1213 AB, of the Plat Records of Butler County, Ohio.

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio, Beckett Ridge Subd., Section 12, Part of Lot 432 and being Units 90A Thru 90D, Mill Creek Condominium as shown on the Declaration of Condominium Ownership recorded in Deed Book 1590, page 154 and as subsequently amended and as more particularly shown on the drawings recorded in Plat Envelope 1218 AB, of the Plat Records of Butler County, Ohio.



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Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio, Beckett Ridge Subd., Section 12, Part of Lot 432 and being Units 8A Thru 8F, Mill Creek Condominium as shown on the Declaration of Condominium Ownership recorded in Deed Book 1590, page 154 and as subsequently amended and as more particularly shown on the drawings recorded in Plat Envelope 1275 AB, of the Plat Records of Butler County, Ohio.

Situated in Section 5, Town 2, Range 2, West Chester Township, Butler County, Ohio, Beckett Ridge Subd., Section 12, Part of Lot 432 and being Units 1A Thru 1H, Mill Creek Condominium as shown on the Declaration of Condominium Ownership recorded in Deed Book 1590, page 154 and as subsequently amended and as more particularly shown on the drawings recorded in Plat Envelope 1343 AB, of the Plat Records of Butler County, Ohio.

Village at Beckett Ridge Condominium

Situated in Sections 27 & 28, Town 3, Range 2, West Chester Township, Butler County, Ohio, Beckett Ridge Subd., Section 38, Part of Lot 1369 and being Units 8919-1 thru 8919-12, Units 8929-1 thru 8929-12, Units 8939-1 thru 8939-12, Units 8945-1 thru 8945-12, Village at Beckett Ridge Condominium Phase 1, as shown on the Declaration of Condominium Ownership recorded in Deed Book 1590, page 154 and as subsequently amended and as more particularly shown on the drawings recorded in Plat Envelope 1889 A-F, of the Plat Records of Butler County, Ohio.

Situated in Sections 27 & 28, Town 3, Range 2, West Chester Township, Butler County, Ohio, Beckett Ridge Subd., Section 38, Part of Lot 1369 and being Units 8903-1 thru 8903-12, Units 8909-1 thru 8909-12, Village at Beckett Ridge Condominium Phase 2, as shown on the Declaration of Condominium Ownership recorded in Deed Book 1590, page 154 and as subsequently amended and as more particularly shown on the drawings recorded in Plat Envelope 1917 ABC, of the Plat Records of Butler County, Ohio.

Situated in Sections 27 & 28, Town 3, Range 2, West Chester Township, Butler County, Ohio, Beckett Ridge Subd., Section 38, Part of Lot 1369 and being Units 8903-1 thru 8903-12, Units 8909-1 thru 8909-12, Village at Beckett Ridge Condominium Phase 2, as shown on the Declaration of Condominium Ownership recorded in Deed Book 1590, page 154 and as subsequently amended and as more particularly shown on the drawings recorded in Plat Envelope 1940 A, of the Plat Records of Butler County, Ohio.

Situated in Sections 27 & 28, Town 3, Range 2, West Chester Township, Butler County, Ohio, Beckett Ridge Subd., Section 38, Part of Lot 1369 and being Units 8887-1 thru 8887-12, Units 8879-1 thru 8879-12, Village at Beckett Ridge Condominium Phase 3,



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as shown on the Declaration of Condominium Ownership recorded in Deed Book 1590, page 154 and as subsequently amended and as more particularly shown on the drawings recorded in Plat Envelope 1941 ABC, of the Plat Records of Butler County, Ohio.

Situated in Sections 27 & 28, Town 3, Range 2, West Chester Township, Butler County, Ohio, Beckett Ridge Subd., Section 38, Part of Lot 1369 and being Units 8892-1 thru 8892-12, Units 8900-1 thru 8900-12, Village at Beckett Ridge Condominium Phase 4, as shown on the Declaration of Condominium Ownership recorded in Deed Book 1590, page 154 and as subsequently amended and as more particularly shown on the drawings recorded in Plat Envelope 1965 ABC, of the Plat Records of Butler County, Ohio.

Situated in Sections 27 & 28, Town 3, Range 2, West Chester Township, Butler County, Ohio, Beckett Ridge Subd., Section 38, Part of Lot 1369 and being Units 8870-1 thru 8870-8, Units 8876-1 thru 8876-8, Village at Beckett Ridge Condominium Phase 5, as shown on the Declaration of Condominium Ownership recorded in Deed Book 1590, page 154 and as subsequently amended and as more particularly shown on the drawings recorded in Plat Envelope 1982 ABCD, of the Plat Records of Butler County, Ohio.

Situated in Sections 27 & 28, Town 3, Range 2, West Chester Township, Butler County, Ohio, Beckett Ridge Subd., Section 38, Part of Lot 1369 and being Units 8851-1 thru 8851-12, Units 8859-1 thru 8859-12, Village at Beckett Ridge Condominium Phase 6, as shown on the Declaration of Condominium Ownership recorded in Deed Book 1590, page 154 and as subsequently amended and as more particularly shown on the drawings recorded in Plat Envelope 2016 ABC, of the Plat Records of Butler County, Ohio.

Situated in Sections 27 & 28, Town 3, Range 2, West Chester Township, Butler County, Ohio, Beckett Ridge Subd., Section 38, Part of Lot 1369 and being Units 8831-1 thru 8831-12, Units 8839-1 thru 8839-12, Village at Beckett Ridge Condominium Phase 7, as shown on the Declaration of Condominium Ownership recorded in Deed Book 1590, page 154 and as subsequently amended and as more particularly shown on the drawings recorded in Plat Envelope 2031 ABC, of the Plat Records of Butler County, Ohio.

Situated in Sections 27 & 28, Town 3, Range 2, West Chester Township, Butler County, Ohio, Beckett Ridge Subd., Section 38, Part of Lot 1369 and being Units 8846-1 thru 8846-8, Units 8854-1 thru 8854-8, Village at Beckett Ridge Condominium Phase 8, as shown on the Declaration of Condominium Ownership recorded in Deed Book 1590, page 154 and as subsequently amended and as more particularly shown on the drawings recorded in Plat Envelope 2098 ABC, of the Plat Records of Butler County, Ohio.

Situated in Sections 27 & 28, Town 3, Range 2, West Chester Township, Butler County, Ohio, Beckett Ridge Subd., Section 38, Part of Lot 1369 and being Units 8824-1 thru



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8824-8, Units 8830-1 thru 8830-8, Village at Beckett Ridge Condominium Phase 9, as shown on the Declaration of Condominium Ownership recorded in Deed Book 1590, page 154 and as subsequently amended and as more particularly shown on the drawings recorded in Plat Envelope 2124 ABCD, of the Plat Records of Butler County, Ohio.



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EXHIBIT B
Neighborhoods within the Property

Neighb. Number	Neighborhood within Beckett Ridge	Street Name	House Numbers	Home Count
1	Allyn Green	Bay Tree Court		7
		Bent Tree Drive		7
		Eagle Nest Court		13
		Hazeltine Court		11
		Medinah Court		3
		Olympia Fields Court		9
		Quaker Ridge Court		10
		Sawgrass Drive		15
		St. Andrews Drive		12
		Wing Foot Court		6
2	Amberwood	Fieldstone Court		9
		Leaf Back Drive		14
		Leatherwood Drive		54
		Mellowtone Court		15
		Pepperwood Drive		16
		Pine Valley Drive		20
		Pinecastle Court		15
3	Crossbridge	Anvil Court		3
		Bridle Court		4
		Crossbridge Drive	5201-5313	21
		Cypresstree Circle		6
		Pinetree Circle		10
		Saddle Court		10
		Stirrup Court		17



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		Talltree Way	16
		Tuliptree Circle	5
4	Deer Run	Bobtail	12
		Buckhorn Drive	8
		Mill Creek Circle	100
5	Eagle Ridge	Eaglecreek Court	11
		Eagleridge Drive	8129 - 8868 113
		Eaglet Drive	27
		Owls Nest Drive	18
		Rupp Farm Drive	8615 - 8790 63
		Timberchase Court	19
6	Farm House	Shepherd Lane	1
7	Mill Creek	Mill Creek Circle	106
		Mill Rock Drive	9
8	Rollingwood	Creekwood Circle	5
		Dogwood Court	5
		Evergreen Court	7
		Fawn Court	4
		Finchnest Way	8
		Greenwillow Circle	5
		Haystack Way	5
		Highfield Court	5
		Millstone Circle	5
		Partridge Circle	6
		Pineneedle Circle	7
		Plowshare Way	5
		Ravenwood way	9
		Red Pheasant Way	5
		Rollingwood Way	19

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		Seedling Way	5
		Timberjack Way	21
		Whitetail Circle	6
9	Sanctuary	Blackhawk Court	9
		Eagleridge Drive	7865 - 8114 33
		Night Hawk	4
		Red Mill Drive	6
		Tanager Woods Court	8
		Taylor Ridge Drive	5840 - 5994 26
10	Saratoga Farms	Belmont Park Court	15
		Gulfstream Court	11
		Hialeah Drive	36
		Santa Anta court	9
		St. Leger Court	5
		Steeplechase Way	40
		Turfway Trail	18
11	Shepherds Farm I	Coppernail Way	38
		Summerbridge Way	8
		Whisper Way	12
		Windbrook Trail	9
12	Shepherds II	Pro's Drive	48
		Putter's Circle	8
13	Stonegate	Old Forest Lane	33
14	The Meadows	Timbertree Way	56
15	The Retreat	Kingfisher Lane	17
		Quail Meadow Lane	30
		Taylor Ridge Drive	6003 - 6085 8
		Woodthrush Lane	2



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16	Tollbridge	Crossbridge Drive	5076 - 5118	8
		Tollbridge Court		44
17	Tri-County Baptist Church	Beckett Road		1
18	Village at Beckett Ridge	Eagleview Drive		216
19	Woodbridge	Deer Path Drive		32
		Indian Ridge		4
		Rupp Farm Drive	8416 - 8610	44
		Woodbridge Lane		32
20	Woodfield	Ash Tree Drive		18
		Ashford Glen Court		13
		Crossbridge Drive	5332 - 5527	29
		Drawbridge Court		15
		Glen Oaks Court		12
		Hollow Oak Court		22
		Ironwood way		15
		Moatbridge Court		15
		Pullbridge Court		17
		Willow Run Court		16
21	Woods of Beckett	Creek Bend Drive		8
		Fallen Timbers Drive		14
		Waterford Court		5
21	Woods of Beckett	Welsford Drive		5
		Woodcliff Court		15
		Woodglen Drive		48
		Woods Edge Court		5
		Total Count		2089



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Exhibit C

**CODE OF REGULATIONS
FOR
BECKETT RIDGE ASSOCIATION - I**

**ARTICLE I
GENERAL**

SECTION 1. Name and Nature of the Association. The name of the Association is Beckett Ridge Association - I, an Ohio nonprofit corporation, its successors and assigns and shall also include Beckett Ridge Association - II, an Ohio nonprofit corporation which was merged into Beckett Ridge Association - I by a Certificate of Merger filed with the Secretary of State on March 22, 1990.

SECTION 2. Membership. Each owner upon acquisition of title to a Parcel shall automatically become a member of the Association. Such Membership shall terminate upon the sale or other disposition by such Member of his or her Parcel ownership, at which time the new Owner of such Parcel shall automatically become a Member of the Association.

SECTION 3. Definitions. The terms used in this Code of Regulations shall have the same meaning as set forth in the Amended and Restated Declaration of Common Open Space for Beckett Ridge Association - I, including any amendments or supplements thereto unless the context shall prohibit.

**ARTICLE II
MEETINGS OF MEMBERS**

SECTION 1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either in the West Chester Township, Butler County, Ohio or as convenient thereto as possible and practical.

SECTION 2. Annual Meetings. The annual meeting shall be the third Tuesday of March of each year, unless the Board determines that it should be held at a

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different date within two months thereof. The annual meeting of the Members shall be held at a time as set by the Board.

SECTION 3. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call special meetings of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or a written petition signed by at least twenty-five (25%) percent of the total votes of the Association. The notice of special meetings shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at special meetings except as stated in the notice.

SECTION 4. Notice of Meetings. It shall be the duty of the Secretary to cause to be delivered to the Owner of record of each Parcel a notice of each annual or special meetings of the Association stating the purpose of the meeting, as well as the time and place where it is to be held. Notice shall be given in accordance with Article VIII, Section 7. Notices for meetings of the Members shall be served not less than ten (10) nor more than sixty (60) days before a meeting.

SECTION 5. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after the holding of such meeting. In the event of attendance of any Member at any meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him or her of notice of such meeting.

SECTION 6. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If the time and place of the adjourned meeting are not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for special meetings.

Those present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken shall be approved by at least a majority of Members required to constitute a quorum.



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SECTION 7. Voting Rights. Each Parcel shall have one vote. If only one of several Owners for a Parcel is present at a meeting of the Association, that Owner is entitled to cast the vote allocated to that Parcel. If more than one of the Owners is present, the vote allocated to that Parcel may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any one of the Owners casts a vote allocated to that Parcel without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Parcel. The Association may adopt rules regarding deadlocks. No votes allocated to a Parcel owned by the Association may be cast.

Unless expressly reserved and the Association is notified of such reservation, a land contract vendee as defined in Chapter 5313 of the Revised Code, shall be deemed the proxy of a land contract vendor for purposes of this section.

SECTION 8. Proxies. A vote allocated to a Parcel may be cast pursuant to a proxy duly executed by an Owner. If a Parcel is owned by more than one person, each Owner of the Parcel may vote or register protest to the casting of votes by the Owners of a Parcel through a duly executed proxy. An Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Except as hereinafter provided, a proxy shall terminate one year after its date, unless it specifies a shorter time. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering the Parcel, its presentation to the Board of a copy of the mortgage shall be notice of the proxy designation, and if the mortgage so states, of the irrevocability of that designation. Written notice to the Board or notice in a meeting of a revocation of a proxy designation shall not affect any vote or act previously taken. Each proxy shall automatically cease upon conveyance of the Parcel.

SECTION 9. Majority of Owners. As used in this Code of Regulations, the term majority shall mean those votes, Owners, Members or other group as the context may indicate totaling more than fifty (50%) percent of the total number.

SECTION 10. Members in Good Standing. Voting shall be limited to Members in good standing, which shall be Members whose assessments and any sums due the Association have been paid by the date set by the Board for such determination.

SECTION 11. Quorum. Except as otherwise provided in these Code of Regulations or in the Declaration, those Members in Good Standing present, in person or by proxy, representing 15 % of the Members in Good Standing, shall constitute a quorum



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at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

SECTION 12. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in the minute book all resolutions adopted, as well as a record of all transactions occurring thereat.

SECTION 13. Action Without A Meeting. Any action which may be authorized or taken at a meeting of the members, except the election of Board members, may be authorized or taken without a meeting with the affirmative vote or approval, and in writing or writings signed by not less than a majority of the Members. Any such writing shall be entered into the minute book of the Association.

ARTICLE III BOARD OF DIRECTORS

SECTION 1. Governing Body. Except as otherwise provided by law, the Articles of Incorporation, the Declaration or this Code of Regulations, all of the authority of the Association shall be exercised by or under the direction of the Board of Directors.

SECTION 2. Number and Qualification of Directors. The Board of Directors in the Association shall consist of seven (7) persons. The spouse of an Owner is qualified to act as a Director if both the Owner and the spouse occupy the Parcel. If an Owner is not an individual, that Owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Owner.

SECTION 3. Nomination of Directors. Except for Directors selected by the Declarant, nominations for election of the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board at each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine but in no event less than the number of vacancies or terms to be filled. Nominations shall be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.



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SECTION 4. Election of Directors. The Directors shall be elected at each annual meeting of the Members of the Association or at a special meeting called for the purpose of electing Directors. At a meeting of Members of the Association at which Directors are to be elected, only persons nominated as candidates shall be eligible for election as Directors and the candidates receiving the greatest number of votes shall be elected. The Board may adopt rules regarding nominations and procedure for elections. Election to the Board shall be by secret written ballot and at such elections, the Members or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration. No cumulative voting is permitted.

In the event that the Members fail to elect a Director or any Director at the annual meeting, for any reason, including failure to obtain a quorum for such meeting, the current Board shall by a majority of its members, elect a Director or Directors to serve for the unfilled term.

SECTION 5. Term of Office; Resignations. Each Director shall hold office for a term of two (2) years and until his or her successor is elected, or until his or her earlier resignation, removal from office, or death. It is intended by these Code of Regulations that the terms of the Directors shall be staggered with three (3) Directors being elected in odd numbered years and four (4) Directors being elected in even numbered years. The initial terms of the Directors elected under this Code shall be adjusted to carry out this intent.

Any Director may resign at any time by oral statement to that effect made at a meeting of the Board of Directors or in writing to that effect delivered to the Secretary of the Association. Such resignation to take effect immediately or at such other time as the Director may specify. In the event of death or resignation of a Director, his or her successor shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of the predecessor.

SECTION 6. Compensation. Members of the Board of Directors shall serve without compensation, except that they may be reimbursed for actual expenses incurred on behalf of the Association.

SECTION 7. Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the members of the Board of Directors may be removed, with or without cause, by a majority vote of the Owners, and a successor may then and there be elected to fill the vacancy thus created. A Director



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whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting and the purposes thereof and shall be given an opportunity to be heard at the meeting. Additionally, any Director who has three (3) unexcused absences from Board meetings or who is delinquent in payment of an Assessment for more than twenty (20) days may be removed by a majority vote of the Directors at meeting, a quorum being present.

SECTION 8. Organization Meetings. The first meeting of the members of the Board of Directors following each annual meeting of the Members shall be held within thirty (30) days thereafter at such time and place as shall be fixed by the Board.

SECTION 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter.

SECTION 10. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President or Secretary of the Association, or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered.

SECTION 11. Notice of Meetings; Waiver. Notice of the time and place of each meeting of the Directors, whether regular or special, shall be given to each Director at least seventy-two (72) hours before the time set for the meeting in accordance with Article VII, Section 7.

Waiver of notice of meetings of the Directors shall be deemed the equivalent of proper notice. Any Director may, in writing, waive notice of any meeting of the Board, either before or after the holding of such meeting. Such writing shall be entered into the minutes of the meeting. In the event of attendance of any Director at any meeting without protesting, prior to or at the commencement of at the meeting, the lack of proper notice shall be deemed to be a waiver by him or her of notice of such meeting.

SECTION 12. Quorum of the Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of the Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. Notice of adjournment of a meeting need not be given



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if the time and place to which it is adjourned are fixed and announced at such meeting. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted.

SECTION 13. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep the minutes of the meeting and record in the minute book all resolutions adopted, as well as a record of all transaction occurring thereat.

SECTION 14. Open Meetings. All meetings of the Board of Directors shall be open to all Members of the Association, but Members other than the Directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board.

SECTION 15. Executive Session. The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, or orders of business of similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

SECTION 16. Action Without A Meeting. Any action which may be authorized or taken at a meeting of the Board of Directors may be authorized or taken without a meeting with the affirmative vote or approval, and in writing or writings signed by all the Directors. Any such writing shall be entered into the minute book of the Association.

SECTION 17. Voting By Directors. A Director who is present at a meeting of the Board or any committee meeting when corporate action is taken shall be deemed to have assented to the action taken unless:

a) He or she objects at the beginning of the meeting (or promptly upon arrival) to holding it or transacting business at the meeting;

b) His or her dissent or abstention from the action taken is entered in the minutes of the meeting; or

c) He or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the Corporation immediately after adjournment of the meeting. This right of dissent or abstention shall not be available to a Director who votes in favor of the action taken.



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ARTICLE IV OFFICERS

SECTION 1. Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer. The Board of Directors may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among members of the Board of Directors.

SECTION 2. Election; Term of Office; Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board following each annual meeting of the Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board for the unexpired portion of the term.

SECTION 3. Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby.

SECTION 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board. The President shall be the chief executive officer of the Association. The Treasurer shall have the primary responsibility for the preparation of the budget and may delegate all or part of the preparation and notification duties to a finance committee, management agent or both.

SECTION 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.



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ARTICLE V COMMITTEES

SECTION 1. General. Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee be composed as required by law and operate in accordance with the terms of the resolution of the Board designating such committee or with rules adopted by the Board and to the full extent permitted by law.

SECTION 2. Executive Committee. The Board of Directors may, by resolution adopted or signed by all of the Directors, appoint an Executive Committee to consist of three or more Directors. The Board may delegate any or all of its duties to such committee. Any resolution or writing appointing such committee must acknowledge the responsibility of all of the Directors for the operation and administration of the Association.

SECTION 3. Architectural Control Committee. The Board of Directors may appoint an Architectural Control Committee which shall be responsible for plan approval in accordance with Article IX of the Declaration. In addition, the committee shall develop and promulgate architectural standards and guidelines with respect to those matters that are within the Association's authority to regulate.

SECTION 4. Covenants Committee. The Board of Directors may, appoint a Covenants Committee consisting of at least five (5) and no more than seven (7) members. Acting in accordance with the provisions of the Declaration, this Code of Regulations and resolutions adopted by the Board, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Article VII, Section 3 of this Code of Regulations.

SECTION 5. Neighborhood Committees. In addition to any other committees appointed as provided above, the Board may establish a Neighborhood Committee for each Neighborhood which does not have a Neighborhood Association. Such Neighborhood Committee shall consist of at least three (3) members, but not more than five (5) members.

The members of each Neighborhood Committee shall be elected by the vote of the Owners of the Parcels within that Neighborhood at an annual meeting of such Owners. The quorum for such meeting shall be those Owners present, in person or by

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proxy; representing at least twenty-five (25%) percent of the total votes in the Neighborhood. Committee members shall be elected for a term of one (1) year or until their successors are elected and seated. Any Director elected to the Board of Directors from a Neighborhood shall be an *ex officio* member of the Neighborhood Committee. It shall be the responsibility of the Neighborhood Committee to determine the nature and extent of services, if any, to be provided to the Neighborhood by the Association in addition to those provided to all Members of the Association in accordance with the Declaration. A Neighborhood Committee may advise the Board on any other issue, but shall not have the authority to bind the Board of Directors.

In the event that the Owners within a Neighborhood fail to elect Committee members, the Board may, but shall not be obligated, to appoint the members.

In the conduct of its duties and responsibilities, each Neighborhood Committee shall abide by the procedures and requirements applicable to the Board of Directors as set forth in Article III.

ARTICLE VI DETERMINATION AND PAYMENT OF ASSESSMENTS

SECTION 1. Adoption of Budget. It shall be the duty of the Board to prepare and adopt a budget covering the estimated Common Expenses of the Association for the coming fiscal year. The budget shall also include a capital contribution or reserve in accordance with a capital budget separately prepared. After adoption of the budget, the Board shall cause the summary of the budget and the Assessments to be levied against each Parcel for the following year to be delivered to each Owner. Such summary shall be delivered at least thirty (30) days prior to the start of the fiscal year. The budget and Assessments shall take effect on the first day of the fiscal year.

SECTION 2. Capital Budget and Contribution. The Board shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect to both amount and timing by annual assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and assessment, as provided in Section 1 of this Article. A copy of the capital budget shall be distributed to each Owner in the same manner as the operating budget.



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SECTION 3. Failure to Adopt Budget. The failure or delay of the Board to adopt a budget as provided herein shall not constitute a waiver or release of the obligation of an Owner to pay the Assessments. In such event, the Assessments based upon the budget last adopted shall continue until such time as the Board adopts a new budget.

SECTION 4. Computation of Assessments. The Assessments for Common Expenses for each Parcel shall be determined in accordance with the operating budget and the capital contribution budget as they apply to the various Parcels. Unless otherwise determined by the Board, all Assessments shall be charged on an annual basis.

SECTION 5. Payment, Delinquency and Acceleration. Unless otherwise determined by the Board, all Assessments shall be payable annually. Any installment of an Assessment shall become delinquent if not paid on the due date as established by the Board. With respect to each installment of an Assessment not paid within five (5) days after its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, together with interest at the rate provided in Section 1343.03 of the Ohio Revised Code calculated from the date of delinquency to and including the date full payment is received by the Association. If any installment of an Assessment is not paid within thirty (30) days after its due date, the Board may, at its election, declare all of the unpaid balance of the Assessment for the then current fiscal year, attributable to that Parcel, to be immediately due and payable without further demand and may enforce collection of the full Assessment and all charges thereon in any manner authorized by law, the Declaration and these Code of Regulations.

SECTION 6. Application of Payments. All payments received by the Association shall be credited in the following order: (a) First, to interest owed to the association; (b) Second, to administrative late fees owed to the association; (c) Third, to collection costs, attorney's fees, and paralegal fees incurred by the association; (d) Fourth, to the principal amounts the unit owner owes to the association for the common expenses or penalty assessments chargeable against the lot or unit.

SECTION 7. Remedies for Default. If an Owner is in default of payment of an Assessment, the Board may authorize collection through any lawful means, including foreclosure of the lien. Interest and all costs of such collection, including but not limited to court costs, lien fees, witness and expert witness fees, attorney fees shall be included in the amount due from the Owner and may be collected. The Board may authorize the Association to bid its interest at any foreclosure sale and to acquire, hold, lease, mortgage and convey any Parcel.

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ARTICLE VII ENFORCEMENT OF COVENANTS

SECTION 1. Enforcement Powers. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the property of the violating Owner, and to suspend the Owner's right to vote or to use the Common Open Space for violating any duty imposed under the Declaration, this Code of Regulations, or any rules and regulations duly adopted hereunder. Nothing herein, however, shall authorize the Association or the Board to limit ingress or egress to or from a Unit or to suspend the Owner's right to vote due to nonpayment of assessments. In the event that an Occupant of a Unit violates the Declaration, this Code of Regulations, or any rules and regulations and a fine is imposed, then the fine shall first be assessed against the Occupant. If the fine is not paid by the Occupant within the time set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, this Code of Regulations, or any rules and regulations shall not be deemed a waiver of the right of the Board to do so thereafter. Any fine shall be assessed as a Special Individual Assessment, pursuant to Article IX, Section 9.3 of the Declaration

SECTION 2. Notice and Hearing. Prior to the imposition of any sanction hereunder, the Board or its delegate shall serve the alleged violator with written notice and a hearing in accordance with the provisions of Article VII, Section 7.6. If a timely challenge is not made, then the sanction stated in the notice shall be imposed.

SECTION 3. Hearing. If a hearing is requested in a timely manner, then the hearing shall be held in executive session affording the Owner a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the Officer, Director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board of Directors or the Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any person.

SECTION 4. Appeal. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the



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manager, President, or Secretary of the Association within thirty (30) days of the hearing date.

SECTION 5. Additional Enforcement Rights. Notwithstanding anything to the contrary contained within, the Association, acting through its Board of Directors, may elect to enforce any provision of the Declaration, this Code of Regulations, or any rules and regulations of the Association by self-help (specifically including, but not limited to, towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without compliance with the procedures set forth above. In any such action, to the maximum extent permissible, the Owner or Occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

ARTICLE VIII MISCELLANEOUS

SECTION 1. Fiscal Year. The Association may adopt any fiscal year as determined by the Board.

SECTION 2. Parliamentary Rules. Except as may be modified by Board resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Ohio law, the Articles of Incorporation, the Declaration, or this Code of Regulations.

SECTION 3. Conflicts. If there are conflicts or inconsistencies between the provisions of Ohio law, the Articles of Incorporation, the Declaration, and these Code of Regulations, the provisions of Ohio law, the Declaration, the Articles of Incorporation, and this Code of Regulations (in that order) shall prevail.

SECTION 4. Books and Records.

Inspection by Members. The membership book, account books and minutes of the Association, the Board and any committee shall be made available for inspection and copying by any Member or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within reasonable distance from the Property, as the Board may prescribe.



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a. Rules for Inspection. The Board shall establish reasonable rules with respect to:

i. notice to be given to the custodian of the records by the Members desiring to make the inspection;

ii. hours and days of the week when such inspection may be made; and

iii. payment of the administrative cost, as well as the cost of reproducing copies requested by a Member.

b. Withholding of Books and Records. Communications, books and records may be withheld from examination or copying by Members to the extent that the records concern:

i. information that pertains to Property related personnel matters;

ii. communications with legal counsel or attorney work product that pertains to pending litigation or other Property related matters;

iii. information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;

iv. information that relates to matters involving enforcement of Association documents or rules and regulations promulgated pursuant thereto;

v. information, the disclosure of which would be in violation of law; or

vi. meeting minutes or other records of an executive session duly called.

c. Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The

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right of inspection by a Director includes the right to make extracts and copies of documents at the expense of the Association.

SECTION 5. Records of Unit Owners. Within thirty days after a Unit Owner takes title to a Parcel, the Owner shall provide the following information in writing to the Association through the Board:

- a. The home address, home and business mailing addresses, and the home and business telephone numbers of the Owner and all Occupants of the Dwelling Unit;
- b. The name, business address and business telephone number of any person who manages the Owner's Dwelling Unit as an agent of that Owner.
- c. Within thirty days after a change in any information that this section requires, an Owner shall notify the association, through the Board, in writing of the change. When the Board requests, an Owner shall verify or update the information.

SECTION 6. Authorized Communications Equipment. Authorized communications equipment means any communications equipment which provides a transmission, including, but not limited to, by telephone, telecopy, or any electronic means, from which it can be determined that the transmission was authorized by, and accurately reflects the intention of, the Member or Director involved and, with respect to meetings, allows all persons participating in the meeting to contemporaneously communicate with each other. The Board shall have the right to adopt procedures and guidelines regarding such equipment and its use.

SECTION 7. Notices. Unless otherwise provided in this Code of Regulations, all notices, demands, bills, statements, or other communications under this Code of Regulations shall be in writing and shall be deemed to have been duly given if delivered personally or sent by telegram, by the use of authorized communications equipment, or by United States mail, express mail, or courier service, with postage or fees prepaid:

- a. if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if not such address has been designated, at the address of the residence of such Owner; or



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b. if to the Association, the Board of Directors, or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by the Board with written notice to the Owners.

c. In computing the period of time for the giving of a notice required or permitted under the Articles, the Declaration, the Code of Regulations, or a resolution of its Members or Directors, the day on which the notice is given shall be excluded, and the day when the act for which notice is given is to be done shall be included, unless the instrument calling for the notice otherwise provides. If notice is given by personal delivery or transmitted by telegram, facsimile, telecopy or electronic mail, the notice shall be deemed to have been given when delivered or transmitted. If notice is sent by United States mail, express mail or courier service, the notice shall be deemed to have been given 3 days after deposited in the mail or the next day when deposited with the overnight or same day courier service, instructing the service to make delivery no later than overnight.

d. A written notice or report delivered as part of a newsletter or other publication regularly sent to the Members shall constitute a written notice or report if addressed or delivered to the Member's address shown in the Association's current list of members, or, in the case of Members who are residents of the same household and who have the same address in the Association's current list of Members, if addressed or delivered to one of such Members at the address appearing on the Association's current list of Members.

SECTION 8. Amendment. Except as otherwise provided by law or the Declaration, this Code of Regulations may be amended by a majority of the Owners. As the provisions of this Code of Regulations are procedural in nature, the Board may adopt implied consent procedures for any amendments. The failure of an Owner to respond within thirty (30) days to any written request of the Association delivered in accordance with Section 7 for approval of an amendment to this Code of Regulation shall constitute an implied consent of the amendment.

SECTION 9. Financial Review. A review of the accounts of the Association shall be made annually in the manner as the Board of Directors may decide, provided, however, after having received the Board's report at the annual meeting, the Owners, by majority vote, may require the accounts of the Association to be audited as a Common Expense by a public accountant.