

96955

SECOND AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS AND RESERVATION OF EASEMENTS
FOR CROOKED TREE ESTATES, SECTION III
HOME OWNER ASSOCIATION

AND

ANNEXATION
OF
CROOKED TREE ESTATES
SECTION IV B, SECTION V A & SECTION V B

DATED April 9, 1996

THIS INSTRUMENT PREPARED BY:

Richard Paul Michaelson
Attorney at Law
8087 Cincinnati-Dayton Road
West Chester, Ohio 45069
(513) 777-2200

EXHIBIT "A"

Situated in Section 32, Town 4, Range 3 in the City of Mason, Deerfield township, Warren county, Ohio and being more particularly described as follow;

Being all of lots numbered ninety-two (92) through one hundred twenty (120) of Crooked Tree Estates Part four, Block "A" as recorded in Plat book 30, Pages 26 through 28 of the Plat records of Warren County, Ohio Recorder's offices.

Number	Lot
12-32-240-010	92
12-32-240-011	93
12-32-240-012	94
12-32-240-013	95
12-32-240-014	96
12-32-240-015	97
12-32-240-016	98
12-32-240-017	99
12-32-240-018	100
12-32-240-019	101
12-32-240-020	102
12-32-240-021	121
12-32-276-001	103
12-32-276-002	104
12-32-276-003	105
12-32-276-004	106
12-32-276-005	107
12-32-276-006	108
12-32-276-007	109
12-32-276-008	110
12-32-276-009	111
12-32-276-010	112
12-32-276-011	113
12-32-276-012	114
12-32-276-013	115
12-32-216-006	116
12-32-216-007	117
12-32-216-008	118
12-32-216-009	119
12-32-216-010	120

kw ALU
(initials)

EXHIBIT "B"

Situated in Section 32, Town 4, Range 3, in The City of Mason, Deerfield Township, Warren County, Ohio and being more particularly described as follows;

Being all of lots numbered forty (40) through ninety (90) of Crooked Tree Estates part three, as recorded in plat book 27, pages 69 through 71, of the plat records of Warren county, Ohio recorders offices.

Number	Lot	Number	Lot
12-32-226-011		12-32-238-015	66
12-32-202-008	40	12-32-238-016	67
12-32-226-012	41	12-32-238-017	68
12-32-226-013	42	12-32-240-001	69
12-32-226-014	43	12-32-240-002	70
12-32-226-015	44	12-32-240-003	71
12-32-226-016	45	12-32-240-004	72
12-32-226-017	46	12-32-240-005	73
12-32-226-018	47	12-32-240-006	74
12-32-226-019	48	12-32-240-007	75
12-32-226-020	49	12-32-240-008	76
12-32-226-021	50	12-32-216-001	77
12-32-226-022	51	12-32-216-002	78
12-32-238-001	52	12-32-216-003	79
12-32-238-002	53	12-32-216-004	80
12-32-238-003	54	12-32-216-005	81
12-32-238-004	55	12-32-214-001	82
12-32-238-005	56	12-32-214-002	83
12-32-238-006	57	12-32-214-003	84
12-32-238-007	58	12-32-214-004	85
12-32-238-008	59	12-32-214-005	86
12-32-238-009	60	12-32-214-006	87
12-32-238-010	61	12-32-214-007	88
12-32-238-011	62	12-32-214-008	89
12-32-238-012	63	12-32-214-009	90
12-32-238-013	64		
12-32-238-014	65		

EXHIBIT "A"

12-32-300-014
Part

DESCRIPTION:

Crooked Tree Estates
Part 5 and 4B

LOCATION:

Brookshire Properties

Situated and being part of the land of Brookshire Properties in Section 32, Town 4, Range 3, City of Mason, Deerfield Township, Warren County, Ohio and further described as follows:

Beginning at a point found by measuring from the Northeast corner of said Section 32, along the North line of said Section, North 88° 03' 10" West, 1188.96 to a spike in the centerline of Brewer Road; thence continuing along said line and along said centerline, North 88° 25' 55" West, 1439.03 feet to a spike; thence North 88° 33' 20" West, 395.32 feet to the centerline of the future Crooked Tree Road; thence leaving said Section line and the centerline of Brewer Road, along the centerline of the future Crooked Tree Road, South 01° 34' 00" West, 339.18 feet; thence South 88° 26' 00" East, 701.17 feet to an iron pin in the boundary of Crooked Tree Estates Subdivision, Part One; thence along the boundary of said subdivision, South 01° 34' 00" West, 400.00 feet to an iron pipe at the true point of beginning said point being the Southwest corner of Lot #17 of said Crooked Tree Estates, Part One; thence from the point of beginning thus found continuing along said boundary, South 88° 26' 00" East, 149.79 feet to an iron pin; thence South 48° 10' 00" East, 130.91 feet to a concrete monument; thence North 87° 00' 00" East, 315.60 feet to a concrete monument at the Northwest corner of Crooked Tree Subdivision, Part Three; thence leaving the boundary of Crooked Tree Subdivision, Part One, along the boundary of Crooked Tree Subdivision, Part Three, South 09° 28' 30" East, 164.52 feet to a point in the North right-of-way of Brentwood Drive; thence along said right-of-way, South 80° 31' 30" West, 18.01 feet; thence leaving said right-of-way, South 09° 28' 30" East, 200.00 feet to a concrete monument; thence North 80° 31' 30" East, 152.98 feet to a concrete monument; thence South 09° 28' 30" East, 150.00 feet to a point in the North right-of-way of Wandering Way; thence along said right-of-way, South 80° 31' 30" West, 30.56 feet; thence leaving said right-of-way, South 09° 20' 30" East, 200.00 feet to a concrete monument; thence North 80° 31' 30" East, 65.00 feet to a concrete monument at the Northwest corner of Crooked Tree Estates Subdivision, Part Four "A"; thence leaving the boundary of Crooked Tree Subdivision, Part Three along the West line of Crooked Tree Subdivision, Part Four "A", South 09° 28' 30" East, 292.08 feet to a concrete monument in the Northerly boundary of the Crooked Tree Golf Course; thence leaving said West line along said Northerly boundary, North 82° 56' 03" West, 266.55 feet to an iron pin; thence North 89° 30' 22" West, 730.48 feet to an iron pin; thence South 82° 45' 48" West, 223.63 feet to an iron pin; thence South 77° 40' 05" West,

69.97 feet to an iron pin; thence leaving said boundary, North 28° 16' 36" West, 264.21 feet to a set 5/8" iron pin; thence North 07° 59' 31" West, 312.84 feet to a set 5/8" iron pin; thence North 00° 25' 15" East, 182.07 feet; thence along a 475.00 foot radius curve to the left an arc length of 26.04 feet, a chord bearing of North 88° 51' 01" East, a chord distance of 26.04 feet; thence North 02° 43' 13" West, 178.63 feet; thence North 81° 38' 46" East, 554.53 feet to the point of beginning.

Containing 26.279 acres of land and subject to all easements and right-of-ways of record.

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

The plat of which is recorded in Volume 95, Page 71, of the Warren County Engineer's Records.

This AMENDMENT TO DECLARATION, made on the date hereinafter set forth by RNJC, Inc., Rex Mullen, Trustee, hereinafter referred to as "Declarant".

WITNESSETH

Whereas, Declarant is the owner of certain property in the City of Mason, County of Warren, State of Ohio, which has been described as "Exhibit A" in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Crooked Tree Estates, Section III and "Exhibit B" in the Amendment to Declaration of Covenants, Conditions and Restrictions and Reservations of Easements for Crooked Tree Estates Section III Home Owners Association and Annexation of Crooked Tree Estates Section IV A dated May 18, 1995. Pursuant to Article 7.4 - Right to Amend Documents and Article 7.5 - Annexation, Declarant does hereby amend said Declaration and annex additional property hereinafter referred to as Crooked Tree Estates, Section IV B, Section V A, Section V B.

1. AMENDMENT TO ARTICLE V

The provisions of the Declarant as delineated in 5.2.3 of the Declaration and amended in the Amendment to Declaration dated May 18, 1995, are hereby affirmed as stated. The documents filed as and purporting to be an Amendment to

Declarations dated March 4, 1996, is hereby declared void and is withdrawn and rescinded in its entirety.

**2. ADOPTION OF CODE OF REGULATIONS OF
CROOKED TREE HOME OWNERS ASSOCIATION**

That, in accordance with the Declaration of Covenants and in furtherance of and pursuant to the Articles of Incorporation of Crooked Tree Homeowners Association, and by an affirmative vote of the Incorporator and by the Board of Trustees of Crooked Tree Estates Home Owners Association, the Code of Regulations of Crooked Tree Estates Home Owners Association having been adopted is hereby amended to said Declaration.

**3. ANNEXATION OF CROOKED TREE ESTATES
SECTION IV B, SECTION V A, SECTION V B.**

Pursuant to 7.5 of the Declaration, Declarant does hereby annex additional property referred to as Crooked Tree Estates Section IV B, Section V A, Section V B, which is more particularly described as "Exhibit C" to the terms of the Declarations signed September 23, 1993, and to Amendment to the Declaration signed May 18, 1995.

IN WITNESS WHEREOF, the undersigned being the Declarant herein
has hereunto set his hand and seal this 9 day of April, 1996.

Signed and Acknowledged
in the Presence of:

Cynthia Hauser
Rex Mullen
Rex Mullen, Trustee

STATE OF OHIO)
)ss
COUNTY OF BUTLER)

The foregoing instrument was acknowledged before me this 9th day of
April, 1996, by Rex Mullen, Trustee.

Richard Paul Michaelson
Notary Public

Richard Paul Michaelson, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date: Section 147.03 O.R.C.

THIS INSTRUMENT PREPARED BY:

Richard Paul Michaelson
Attorney at Law
8087 Cincinnati-Dayton Road
West Chester, Ohio 45069
(513) 777-2200

**CODE OF REGULATIONS
FOR
CROOKED TREE ESTATES
HOME OWNERS ASSOCIATION**

Dated April 9, 1996

THIS DOCUMENT PREPARED BY:

**Richard Paul Michaelson
Attorney at Law
8087 Cincinnati-Dayton Road
West Chester, Ohio 45069
(513) 777-2200**

**ARTICLE I
GENERAL**

SECTION 1. Name and Nature of the Association. The name of the Association shall be **Crooked Tree Estates Home Owners Association**, and shall be an Ohio non-profit corporation.

SECTION 2. Membership. Each owner upon acquisition of title to a Lot 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 Lot ownership, at which time the new Owner of such Lot 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 Declaration, 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 Trustees either in Mason, Ohio or as convenient thereto as possible and practical.

SECTION 2. Annual Meetings. The first meeting of the Members, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. The next annual meeting shall be set by the Board so as to occur no later thirty (30) days before the close of the Association's fiscal year. Subsequent annual meetings of the Members shall be held within thirty (30) days of the same day of the same month of each year thereafter at an hour set by the Board. The annual meeting of the Members shall be held at a date and 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 a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Trustees or a written petition signed by at least twenty-five (25%) percent of the total votes of the Association. The notice of any special meetings shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

SECTION 4. Notice of Meetings. It shall be the duty of the Secretary to mail or cause to be delivered to the Owner of record of each Lot a notice of each annual or special meeting of the Association stating the purpose of the special meeting, as well as the time and place where it is to be held. If an Owner wishes notice to be given at an address other than his or her Lot, he or she shall designate such address by written notice to the Secretary. The mailing or delivering of a notice of a meeting in the manner provided in this Section shall be considered service of notice. Notices 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. 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 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 a 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 regular 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.

SECTION 7. Voting Rights. In accordance with Article III of the Crooked Tree Estates Section III Declaration of Homeowners Association, each Lot shall have one vote with the exception of Class B Member(s) who shall be the Declarant. If only one of several Owners for a Lot is present at a meeting of the Association, that Owner is entitled to cast the vote allocated to that Lot. If more than one of the Owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the Owners. There is a majority agreement if any one of the Owners casts a vote allocated to that Lot

without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. The Association may adopt rules regarding deadlocks. No votes allocated to a Lot 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 Lot may be cast pursuant to a proxy duly executed by an Owner. If a Lot is owned by more than one person, each Owner of the Lot may vote or register protest to the casting of votes by the Owners of a Lot 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 Lot, 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 Lot.

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 in accordance with Crooked Tree Estates, Section III, Home Owners Association and Amendments.

Section 10. Quorum. Except as otherwise provided in this Code of Regulations or in the Declaration, the presence in person or by proxy of one-third (1/3) of the Members shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 11. 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 12. 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 TRUSTEES

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 Trustees.

Section 2. Number and Qualification of Trustees. The initial Board of Trustees in the Association shall consist of three (3) persons and shall be those named in the Article of Incorporation or other such person or persons as may be elected. Except those initially appointed by the Declarant, all Trustees must be Owners. The spouse of an Owner is qualified to act as a Trustee if both the Owner and the spouse occupy the Lot. Except for those initially appointed by the Declarant, no person and his or her spouse may serve on the board at the same time.

SECTION 3. Nomination of Trustees. Except for Trustees selected by the Declarant, nominations for election of the Board of Trustees 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.

SECTION 4. Election of Trustees. The Trustees shall be elected at each annual meeting of the Members of the Association or at a special meeting called for the purpose of electing Trustees. At a meeting of Members of the Association at which Trustees are to be elected, only persons nominated as candidates shall be eligible for election as Trustees and the candidates receiving the greatest number

of votes shall be elected. 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 provision of the Declaration.

SECTION 5. Term of Office; Resignations. Except for those Trustees appointed by the Declarant, each Trustee shall hold office for a term of one (1) year and until his or her successor is elected, or until his or her earlier resignation, removal from office, or death. The initial terms of the Trustees elected by the Owners shall be adjusted to carry out this intent.

Any Trustee may resign at any time by oral statement to that effect made at a meeting of the Board of Trustees 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 Trustee may specify. In the event of death or resignation of a Trustee, 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 Trustees shall serve without compensation, except that they may be reimbursed for actual expenses incurred on behalf of the Association.

SECTION 7. Removal of Trustees. Except for those appointed by the Declarant, at any regular or special meeting of the Association duly called, any one or more of the members of the Board of Trustees 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 Trustee 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 Trustee 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 Trustees at meeting, a quorum being present.

SECTION 8. Organizational Meetings. The first meeting of the Board of Trustees following each annual meeting of the Members shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

SECTION 9. Regular Meetings. Regular meetings of the Board of Trustees may be held at such time and place as shall be determined from time to time by a majority of the Trustees, 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 Trustees shall be held when called by written notice signed by the President or Secretary of the Association, or by any two (2) Trustees. 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 Trustees, whether regular or special, shall be given to each Trustee by one of the following methods: (a) personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Trustee or to a person at the Trustee's home or place of business who would reasonably be expected to communicate such notice promptly to the Trustee, or (d) by telegram or cablegram, charges prepaid.

Waiver of notice of meetings of the Trustees shall be deemed the equivalent of proper notice. Any Trustees 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. Attendance of any Trustee 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 such meeting.

SECTION 12. Quorum of the Board of Trustees. At all meetings of the Board of Trustees, a majority of the Trustees shall constitute a quorum for the transaction of business, and the votes of a majority of the Trustees 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 Trustees, 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 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 Trustees, 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 14. Open Meetings. All meetings of the Board of Trustees shall be open to all Members of the Association, but Members other than the Trustees may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board.

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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.

SECTION 16. Action Without A Meeting. Any action which may be authorized or taken at a meeting of the Board of Trustees may be authorized or taken without a meeting with the affirmative vote or approval, and in writing or writings signed by all the Trustees. Any such writing shall be entered into the minute book of the Association. An explanation of the action taken shall be posted at a prominent place or places within the Properties within three (3) days after written consents of all the Board members have been obtained.

ARTICLE IV OFFICERS

SECTION 1. Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer. The Board of Trustees 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 the President and Secretary. The President and Treasurer shall be elected from among members of the Board of Trustees.

SECTION 2. Election; Term of Office; Vacancies. The officers of the Association shall be elected annually by the Board of Trustees 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 Trustees 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 presentation and notification duties to a finance, management agent or both.

SECTION 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Trustees, 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.

ARTICLE V COMMITTEES

SECTION 1. General. Except as hereinafter provided in Section 2, committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Trustees 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 shall 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.

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 Lot 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.

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 Expense Liability for each Lot shall be determined in accordance with the operating budget and the capital contribution budget as they apply to the various Lots. 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 monthly. 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 of 18% per annum 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 ten (10) 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 the Lot, 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 this Code of Regulations.

SECTION 6. 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, 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 Lot.

ARTICLE VII 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 this 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.

a. 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 Warren County, Ohio, as the Board shall prescribe.

b. 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 cost of reproducing copies requested by a Member.

c. Inspection by Trustees. Every Trustee 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 right of inspection by a Trustee includes the right to make extracts and copies of documents at the expense of the Association.

SECTION 5. 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 if sent by first class mail, postage 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

b. if to the Association, the Board of Trustees, 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.

SECTION 6. Amendment. Except as otherwise provided by law or the Declaration, this Code of Regulations may be amended by a majority of the Owners.

SECTION 7. Audit. An audit of the accounts of the Association shall be made annually in the manner as the Board of Trustees may decide, provided, however, after having received the Board's audit 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.

RECEIVED & RECORDED
BETH DECKARD
WARDEN P.M. RECORDER

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