

**Covenants, Conditions & Restrictions
(Crooked Tree Estates)**

09741

THIS INSTRUMENT PREPARED BY:

Richard Paul Michaelson
Attorney at Law
7835 Cincinnati-Dayton Road
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CROOKED TREE ESTATES, SECTION III

HOME OWNER ASSOCIATION

BOOK 906 PAGE 24

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:

Beginning at a point in the South boundary line of Crooked Tree, Block "A", Part One, said point also being the Southwest corner of Lot #11 of Crooked Tree, Block "A", Part One;

thence from the point of beginning, and along the south boundary line of Crooked Tree, Block "A", Part One, the following courses: South 88° 26' 00" East, 250.00 feet;

thence North 60° 31' 30" East, 916.15 feet to the Southeast corner of Crooked Tree, Block "A", Part One;

thence along the East property line of Crooked Tree, Block "A", Part One, North 01° 35' 00" West, 121.32 feet to a point in the North line of Section 32;

thence departing said East property line and along said North section line, South 88° 03' 10" East, 215.41 feet;

thence departing said North Section line, South 56° 09' 08" East, 397.37 feet;

thence South 01° 22' 20" West, 785.37 feet;

thence South 84° 35' 00" West, 820.32 feet;

thence South 60° 31' 30" West, 510.95 feet;

thence South 80° 31' 30" West, 285.76 feet;

thence North 09° 28' 30" West, 200.00 feet;

thence North 80° 31' 30" East, 30.56 feet;

thence North 09° 28' 30" West, 150.00 feet;

thence South 80° 31' 30" West, 152.98 feet;

thence North 09° 28' 30" West, 200.00 feet;

thence North 80° 31' 30" East, 18.01 feet;

thence North 09° 28' 30" West, 164.52 feet to a point in the South boundary line of Crooked Tree, Block "A", Part One;

thence along said South boundary line, the following courses: North 76° 00' 00" East, 20.22 feet;

thence North 86° 10' 00" East, 171.72 feet to a point in the East right-of-way of Clubcommons Road;

thence along said East right-of-way the following courses: on a curve to the right, having a radius of 215.55 feet, 20.32 feet (chord = North 01° 08' 00" West, 20.31 feet);

thence North 01° 34' 00" East, 100.23 feet to the point of beginning; containing 32.974 acres of land and being subject to all easement and rights-of-way of record.

The above description was prepared from a survey by Keith R. Becker, Registered Surveyor #6220 in the State of Ohio, April, 1993.
The Plat of which is recorded in Volume 86, page 46, of the Warren County Record of Land Surveys.

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR
CROOKED TREE ESTATES, SECTION III

THIS 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 is more particularly described in Exhibit "A" attached.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

1.1 "Association" shall mean and refer to Crooked Tree Estates, Section III, Inc., its successors and assigns.

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

1.3 "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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

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

1.6 "Declarant" shall mean and refer to Rex Mullen, Trustee, his successors and assigns if such successors or assigns should more than one undeveloped Lot from the Declarant for the purpose of development.

1.7 "Architectural Committee" shall mean an approval body of two or more members, composed as follows: initially and until all lots in Crooked Tree, Section III, are sold and become developed lots, the architectural committee shall consist of two or more representatives of the Declarant, which shall be appointed by the Declarant. After all lots are sold and become developed lots, the architectural committee shall be in accordance with Article V of this document.

ARTICLE II
PROPERTY RIGHTS

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

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

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

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

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

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

3.2 The Association shall have two classes of voting membership:

3.2.1 Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owner. When more than one person holds a interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

3.2.2 Class B Member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

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

3.2.2.2 On Dec 31, 1995.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENT

4.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned with the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deeds, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, cost and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the

time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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

4.3 Maximum Annual Assessment. The maximum annual assessment to an owner shall be (\$80.00) per lot. Said assessment shall not be due and payable until January 1st of the second anniversary of the recording of the record plat. The Board of Directors may fix the annual assessment each year (not more than ten percent (10%) above the maximum assessment for the previous year) without a vote of membership.

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

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

required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.6 Uniform Rate of Assessment. Both annual and special assessment must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

4.7 Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of January following the second anniversary of the recording of the Record Platt of Crooked Tree Estates Section III. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot has been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

4.8 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Area or abandonment of his Lot.

4.9 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the liens thereof.

ARTICLE V

ARCHITECTURAL CONTROL

5.1 Approval Required. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approval in writing by the appropriate entity. Review of new construction shall be by the Declarant and all other review shall be by the Board of Trustees of the Association or by an architectural committee composed of three (3) members appointed by the Board. Such plans and specification shall be reviewed as to harmony of external design and location in relation to surrounding structures and topography in accordance with the requirements hereinafter set forth. In the event that the Declarant, the Board, or its designated committee, fails to approve or disapprove said plans and specifications within thirty (30) days after submission, approval will not be required and this Article shall be deemed fully complied with.

5.2 The following requirements shall be applicable to the Property:

5.2.1 General Conditions: Each Lot shall be used only for residential purposes. No

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building shall be erected, altered, placed or be permitted to remain on any Lot other than one detached single family dwelling not to exceed two and one-half (2 1/2) stories with a private garage for not more than three (3) cars and not less than two (2) cars which is to be attached to the principal dwelling, excepting outbuildings as hereafter designed.

5.2.2 Dwelling Floor Area: The floor area of the main dwelling exclusive of porches, decks, basements and garage shall be no less than two thousand (2,000) square feet for a ranch type dwelling, two thousand two hundred (2,200) square feet for a one and one-half (1 1/2) story dwelling and two thousand four hundred (2,400) square feet for a two (2) story or multi level dwelling. Square footage will be calculated from out to out with a minimum ceiling height of six (6) feet.

5.2.3 Siding Materials: The exterior of the residence shall be covered with drop siding wood, stone, rock or brick. Aluminum and vinyl shall only be used with approval of the architectural committee for the rear second floor, the house gable, and second floor of the garage end and for trim and other purposes that do not consist of a substantial portion of the building's exterior. No asphalt base exterior siding is permitted. The roof shall be covered with wood, composition or asphalt shingle or approved built up roofing. Roll roofing is not permitted. Frame exteriors of all buildings shall be stained, varnished or 2 coats of paint.

5.2.4 House Placement: All building shall be placed a distance at least equal to the building setback line shown on the recorded plat of Crooked Tree Estates, Section III, the existing road right-of-way and no nearer than fifteen (15) from any side boundary line thirty (30) feet from any rear boundary line. No deviation from this requirement shall be allowed except by written approved variance from the City of Mason.

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

5.2.6 Color Schemes: Initial color schemes and any changes shall be in accordance with guidelines promulgated by Declarant and the Association.

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

5.2.8 Driveways: Gravel, dirt, or Blacktop driveways are prohibited. Driveways shall be concrete, brick or pavers.

5.2.9 Water Discharge: The discharge of downspouts and sump drains into the street curb or sanitary sewer is prohibited. Storm water must be disposed of in accordance with drainage plans on file with the (City of Mason) Engineer. Natural storm water drainageways shall be maintained in such a manner that does not interfere with the normal flow of water.

5.2.10 Radio, Television Antennas and satellite Dishes: All radio and television and other antennas shall be enclosed with the residence located on the Lot. Satellite receivers are prohibited in front and side yards and are permissible only in the rear yard, not visible from the street and subject to approval by the architectural committee regarding location, screening and size. Satellite Dishes Exceeding 3' Diameter will be prohibited.

5.2.11 Air Conditioning and Heat Pump Equipment: Such equipment shall be located only in side or Rear yards, except for corner yards.

5.2.12 Utilities: All public accessed utilities, specifically electrical, telephone and television cables shall be underground from existing service lines at nearest street point to primary residence on each Lot and shall be at the expense of each owner.

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

5.2.14 Gutters: All gutters shall match or coordinate with the color of the adjacent fascia board.

5.2.15 Lighting Exterior: Exterior lighting is permitted provided that elimination does not extend beyond the residences property boundaries. Christmas lights may be erected after thanksgiving and removed no later than the end of January. Mercury vapor yard lights in excess of fifty (50) watts are prohibited.

5.2.16 Completion: Construction of a residential building on any tract shall be completed within one year from the date construction is started.

ARTICLE VI

USE RESTRICTIONS AND MAINTENANCE

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

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

6.1.2 Nuisance. No obnoxious or offensive activity of any kind shall be engaged in on any Lot nor shall any Owner or occupant thereof engage in any activities that interfere with the quiet enjoyment, comfort and health of the occupants of adjacent neighboring Lots must remain in continuing compliance with all applicable governmental zoning and planning laws.

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

compounds, cages, kennels, barns, stables or outbuildings for the keeping of household pets or hunting dogs are prohibited.

6.1.4 Sub-Dividing of Lots. No lots shall be subdivided into smaller lots or parcels except to be joined to an existing full size lot adjacent thereto.

6.1.5 Signage. No sign of any kind shall be displayed to the public view on any Lot except (a) one sign of not more than four (4) square feet advertising the property for sale; (b) and signs used by the builder and/or developer to advertise the property during the construction or sale period. Use of the above signage and other temporary signage shall be subject to the approval of the City of Mason.

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

6.1.7 Storage Sheds. Storage sheds will only be permitted in the rear of the premises and only if permanent in nature, of conventional construction and may not be made of unsightly material. Storage sheds will only be allowed on deep lots (over one hundred fifty (150) feet deep) which do not have open visibility to rear lots.

6.1.8 Maintenance. Each and every Lot and house thereon shall be maintained by the Owner thereof in a reasonable manner in accordance with the general standards of maintenance prevailing through out the Property. All Lots shall be kept free of debris and clutter and shall be kept mowed.

6.1.9 Fencing, Storage, Pools. No fences or other Lot dividers, swing sets, clothes hanging fixtures or swimming pools may be erected or installed by any Lot owner unless such

owner has first obtained the written approval. The Declarant and Association shall promulgate guidelines for fence styles which may deny or restrict installation on specific Lots. All allowed fencing shall be to the rear of the dwelling. Exceptions may be made for corner Lots. Chain link fences and above ground pools are prohibited.

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

6.1.10 Landscaping. All homes are to receive a minimum of front yard landscaping, and shrubbery and the seeding or sodding of all disturbed ground. Front yard landscaping includes a minimum of two (2) trees either saved or planted.

6.1.11 Automobiles, Recreational Vehicles, Boats, Travel Trailers. No recreational vehicle, boat, travel trailer or truck (one ton or larger) shall be parked or stored on any Lot unless the same is garaged and completely out of view. Provided however that a trailer or truck may be parked during normal working hours when necessary in connection with moving construction, remodeling or repairs of any structure, household appliances or furnishings.

6.1.11 (a) Parking. No overnight on-street parking of any vehicle shall be allowed.

6.1.11 (b) Parking Spaces. Each dwelling shall provide a minimum of four (4) off-street parking spaces (minimum size is 9' x 19') exclusive of garage.

6.1.11 (c) Vehicle Storage/Repair. No vehicle in inoperable condition shall be stored on any Lot for a period in excess of ten (10) days and no vehicle repair, unless minor and inside the residence garage, shall be permitted by an Owner.

6.1.12 Garage and Yard Sales. There shall be no more than two (2) garage or yard sales held by the Owner or residents of any Lot during a one (1) year period.

6.2 Maintenance. The Properties shall be maintained as follows:

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

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

6.2.3 Common Areas and Retention Pond. The Common Areas and the Retention Pond shall be maintained by the Association. The City of Mason assumes no legal obligation to maintain or repair any open drainage channels, or detention basins within the right-of-way or easement area of any lot and no filling, structure, planting, fencing, culvert or other material shall be placed or permitted to remain which may obstruct, retard, or divert the flow through said watercourse. It shall be the responsibility of the RNJC, INC. HOMEOWNERS ASSOCIATION to continuously maintain the area of said right-of-way, easement, or detention basin within any lot.

ARTICLE VII

GENERAL PROVISIONS

7.1 Enforcement. The Declarant, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restriction, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

7.3 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy percent (70%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy percent (70%) of the Lot Owners. Any amendment must be recorded.

7.4 Right to Amend Documents. Notwithstanding anything above to the contrary, this Declaration may be amended at any time without the vote of Owners by a written instrument executed by the Declarant for the purpose of eliminating or correcting any typographical or other inadvertent error herein; eliminating or resolving any ambiguity herein; making nominal changes; clarifying Declarant's original intent; making any change necessary or desirable to meet the requirements of any institutional lender, the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Administration, the Federal Home Loan Mortgage Corporation, or any other agency which may insure or purchase loans on a Lot; provided, however, that no such amendment shall materially affect any Owner's interest in the Association or the common Elements. Each Owner and his mortgagees, by acceptance of a deed to a Lot or a mortgage encumbering such Lot, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of the Declaration by Declarant as provided in the immediately preceding sentence. All such Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by a Declarant to be necessary or proper to effectuate the provisions of this paragraph.

7.5 Annexation. The Declarant may, without the consent of the Owners, annex additional properties to the terms of this Declaration. Other residential properties and Common Area may be annexed to the Properties by the Association by a vote of two-thirds (2/3) of each class of membership. Such annexation shall be accomplished by the filing of a supplemental declaration with the Recorder of Warren County, Ohio. Any declaration by the Association shall be signed by President who shall certify that the requisite vote was obtained. The members need not sign such declaration.

RECEIVED & RECORDED
BEITH DECKARD
WARREN CO. RECORDER

93 SEP 29 PM 2:22

O.R. VOL 906
PAGE 84 FEB 20

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set his hand and seal this 23 day of September, 1993.

Signed and Acknowledged

In the Presence of:

Jim Silva

Michelle M. Weake

Rex Mullen
Rex Mullen, Trustee

STATE OF OHIO)
) ss
COUNTY OF BUTLER)

The foregoing instrument was acknowledged before me this 23rd day of September, 1993, by Rex Mullen, Trustee.

LARRY R. WILLIAMS
Notary Public, State of Ohio
My Commission Expires, Oct. 31, 1997

Larry R. Williams
Notary public.

Steve R. N. C.

09741

TRANSFER NOT NECESSARY
JACK NELSON, AUDITOR
WARREN COUNTY, OHIO

**Amendment to Master Declaration – Removal
of Crooked Tree Estates from Crooked Tree**

38342

**AMENDMENT TO MASTER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CROOKED TREE**

Pursuant to Section 2.04 of Article II of the Master Declaration of Covenants, Conditions and Restrictions for Crooked Tree (hereinafter referred to as "the Master Declaration"), recorded August 4, 1989 at Volume 517, Page 655 of the Official Records of the Recorder's Office of Warren County, Ohio, BROOKSHIRE VILLAGE PROPERTIES, an Ohio general partnership (hereinafter referred to as "Declarant"), exercises its right to remove from the operation and provisions of the Master Declaration during the Development Period as defined in Section 1.11 of Article I, the real property described on Exhibit A attached hereto and made a part hereof. Exhibit A intends to include all property originally subjected to the Master Declaration. Declarant further states that the "Development Period" is still in effect.

Declarant, Brookshire Village Properties, hereby exercises its rights under the Master Declaration to delete such property as stated herein. Since no property will remain subject to the Master Declaration, and Declarant has no intent of subjecting additional property to the Master Declaration in the future, the Master Declaration shall be null and void following the execution and recording of this Amendment.

Signed and acknowledged
in the presence of:

Susan L. Haverland

Print Name: Susan L. Haverland

Laura A. Guian

Print Name: LAURA A. Guian

Kathy Bohman

Print Name: KATHY BOHMAN

Barbara A. Zapp

Print Name: BARBARA A. ZAPP

BROOKSHIRE VILLAGE PROPERTIES,
an Ohio general partnership

By Charles J. Voelker
Charles J. Voelker, Partner

By Jonas J. Gruenberg
Jonas J. Gruenberg, Partner

This partnership has complied with section
1777.01 O.R.C.

Filed in Official Record Volume No. 517 Page 471

Beth Decker, Recorder
Warren County, Ohio

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this 2nd
day of June, 1994, by Charles J. Voelker, a partner of
BROOKSHIRE VILLAGE PROPERTIES, an Ohio general partnership, on
behalf of the partnership.

Jessie Haverland
Notary Public nee Barnett

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this 6th
day of JUNE, 1994, by Jonas J. Gruenberg, a partner of
BROOKSHIRE VILLAGE PROPERTIES, an Ohio general partnership, on
behalf of the partnership.

Barbara A. Zappe
Notary Public

This instrument prepared by:
John C. Chambers
Attorney at Law
600 IBM Building
Dayton, Ohio 45402

370003\615BAZ1.AMD
5-31-94-7



BARBARA A. ZAPPE
Notary Public
In and for the State of Ohio
My Commission Expires
Aug. 29, 1995