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**MASTER AMENDMENT AND DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CHELTENHAM**

THIS INSTRUMENT PREPARED BY:

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NO TRANSFER NEEDED**

DECLARATION

Table of Contents

RECITALS	1
DECLARATIONS	1
ARTICLE I	
DEFINITIONS	2
1.01 General	2
1.02 Amending Owners	2
1.03 Amendment and/or Amendments	2
1.04 Annual Assessments	2
1.05 Architectural Control Committee	2
1.06 Articles and Articles of Incorporation	2
1.07 Association	2
1.08 Association Easements	2
1.09 Board of Trustees	2
1.10 By-Laws	2
1.11 Common Areas	2
1.12 Common Expenses	3
1.13 C.P.I.	3
1.14 Dwelling Unit	3
1.15 Lot	3
1.16 Master Declaration	4
1.17 Majority of Owners	4
1.18 Managing Agent	4
1.19 Maximum Limitation Amount	4
1.20 Member	4
1.21 Organizational Documents	4
1.22 Owner	4
1.23 Person	4
1.24 Plat	4
1.25 Plat Restrictions	4
1.26 Property	4
1.27 Recorded	4
1.28 Rules and Regulations	4
1.27 Sections	5
1.28 Section Restrictions	5
1.29 Trustee	5
ARTICLE II	
ASSOCIATION	5
2.01 Organization	5
2.02 Membership	5
2.03 Voting Rights	5
2.04 Administration of Property	5
2.05 Board of Trustees	5

ARTICLE III		
EASEMENT(S)	.....	5
3.01	Association Easements	5
3.02	Easements Shall Run With Land	6
ARTICLE IV		
ASSESSMENTS	.....	6
4.01	Creation of Lien and Personal Obligation of Assessments	6
4.02	Purpose of Annual Assessment	6
4.03	Amount of Annual Assessment	6
4.04	Books and Records of the Association	6
4.05	Payment of Assessments	6
4.06	Abandonment	6
ARTICLE V		
REMEDIES FOR NON-PAYMENT OF ASSESSMENT	.....	7
5.01	Late Charges	7
5.02	Lien of Association	7
5.03	Dispute as to Common Expenses	7
5.04	Liability for Assessments Upon Voluntary Conveyance	7
ARTICLE VI		
REMEDIES FOR BREACH OF COVENANTS AND RESTRICTIONS	.....	7
6.01	Abatement and Enjoinment	7
ARTICLE VII		
INSURANCE	.....	8
7.01	Insurance	8
7.02	Annual Review	8
ARTICLE VIII		
AMENDMENT	.....	8
8.01	General	8
ARTICLE IX		
USE RESTRICTIONS: LOTS	.....	8
9.01	Use and Subdivision	8
9.02	Minimum Requirements	8
9.03	Lamp Posts	8
9.04	Satellite Dishes	8
9.05	Antennas and Towers	8
9.06	Out Structures	9
9.07	Swimming Pools	9
9.08	Exterior Surfaces	9
9.09	Nuisances	9
9.10	Clotheslines and Dog Runs	9

9.11	Waste Materials	9
9.12	Vehicles	9
9.13	Storage	9
9.14	Temporary Structures	9
9.15	Landscaping	9
9.16	Parking	9
9.17	Mailboxes and Basketball Backboards	10
9.18	Water and Sewage	10
9.19	Storage Tanks	10
9.20	Signs	10
9.21	Animals	10
9.22	Fences	10
9.23	Setback	10
 ARTICLE X		
USE RESTRICTIONS: COMMON AREAS		
10.01	Association Easements	10
10.02	Prohibition	10
10.03	Recreational	10
 ARTICLE XI		
ARCHITECTURAL CONTROL AND RESTRICTIONS		11
11.01	General	11
11.02	General	11
11.03	Standard of Review	11
11.04	Procedure	11
11.05	Appeal From Architectural Control Board	11
11.06	Variance	11
 ARTICLE XII		
GENERAL		12
12.01	Covenants Running with Land	12
12.02	Severability	12
12.03	Gender and Grammar	12
12.04	References	12
12.05	Compliance with Requirements	12
 SIGNATURES		13

**MASTER AMENDMENT AND DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CHELTENHAM**

THIS MASTER DECLARATION, hereinafter referred to as the "Master Declaration" is made on the date hereinafter set forth by the "Amending Owners" as such term is hereinafter defined under the circumstances summarized in the following Recitals which utilize terms as defined in Article I of this document.

RECITALS:

A. Cheltenham is a single family residential community located in the City of Centerville, County of Montgomery, State of Ohio consisting of 158 individual Lots on which Dwelling units and other improvements have been constructed, together with Common Areas.

B. Cheltenham was developed in seven (7) separate Sections. As each Section was developed, separate Plat Restrictions and Section Covenants were Recorded for each Section in the plat and deed records.

C. The Association was formed to own the Common Areas and to enforce and administer the Plat Restrictions and Section Covenants for the benefit of all the Owners.

D. As a result of certain inconsistencies in the Plat Restrictions and Section Covenants for each Section, the Amending Owners do hereby desire to amend the Plat Restrictions and Section Covenants to establish a uniform and consistent plan of covenants, conditions and restrictions for the Property.

E. An amendment to the Plat Restrictions and Section Covenants requires the majority approval of the Owners within that particular Section.

DECLARATIONS:

NOW, THEREFORE, the Amending Owners do hereby:

(i) amend the Plat Restrictions and Section Covenants by deleting any and all parts thereof; and

(ii) make the following declarations as to the covenants, restrictions, limitations, conditions and uses to which the Property may be put, hereby specifying that said declarations shall constitute covenants to run with the land and shall be binding on the owners of any part of the Property, together with their respective grantees, heirs, executors, administrators, devisees, successors or assigns.

ARTICLE I
DEFINITIONS

- 1.01 General.** The following terms used herein are defined as hereinafter set forth. The singular wherever used shall be construed to mean the plural when applicable.
- 1.02 Amending Owners** shall mean those Owners who have consented to the amendment of the Plat Restrictions and Section Covenants affecting their Lots, and have authorized the execution and Recording of this Master Declaration by their designated attorneys-in-fact. A listing of such Amending Owners on a Section basis is attached hereto as Exhibit "A". The individual Owner consents are maintained in the books and records of the Association.
- 1.03 Amendment and/or Amendments** shall mean an instrument executed with the same formalities of this Master Declaration and Recorded for the purpose of amending this Master Declaration.
- 1.04 Annual Assessments** shall mean those assessments levied and assessed against all Owners for the purpose of paying the Common Expenses.
- 1.05 Architectural Control Committee** shall mean a committee comprised of members of the Board of Trustees to administer and enforce the architectural review provisions hereof.
- 1.06 Articles and Articles of Incorporation** shall mean the articles which were filed with the Secretary of State of Ohio, incorporating the Association as an Ohio not-for-profit corporation under the provisions of Chapter 1702 of the Ohio Revised Code, as the same may be lawfully amended from time to time.
- 1.07 Association** shall mean Cheltenham Homeowners' Association, Inc., an Ohio not-for-profit corporation, its successors and assigns.
- 1.08 Association Easements** shall mean any easements granted to the Association in a Plat and/or in this Master Declaration.
- 1.09 Board of Trustees** shall mean those individuals who, as a group, serve as the board of trustees of the Association.
- 1.10 By-Laws** shall mean the by-laws of the Association which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702 of the Ohio Revised Code, as the same may be lawfully amended from time to time.
- 1.11 Common Areas** shall mean the following described parcels of real property, all of which are located in the City of Centerville, County of Montgomery, State of Ohio, together with any improvements thereon and, to the extent applicable, any easements granted to or reserved by the Association Easements:

Being Reserve Areas A, B and C of Cheltenham, Section One, as recorded in Plat Book 137, Page 21 of the Plat Records of Montgomery County, Ohio.

Being Reserve Area D of Cheltenham, Section Two, as recorded in Plat Book 142, Page 25 of the Plat Records of Montgomery County, Ohio.

Being Reserve Area E of Cheltenham, Section Three, as recorded in Plat Book 142, Page 26 of the Plat Records of Montgomery County, Ohio.

Being Reserve Areas G, H & I of Cheltenham, Section Six, as recorded in Plat Book 148, Page 12 of the Plat Records of Montgomery County, Ohio.

1.12 Common Expenses shall mean those costs and expenses incurred by the Association in administering and enforcing the provisions of this Master Declaration, and include without limitation, the maintenance and repair of the Common Areas, liability insurance for the Association, trustee and officer's liability insurance and real estate taxes and assessments on the Common Areas.

1.13 C.P.I. shall mean the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items (1982 - 84 = 100) published by the Bureau of Labor Statistics, U.S. Department of Labor. If at any time the foregoing index shall cease to be published the Board of Trustees shall determine an alternate index.

1.14 Dwelling Unit shall mean any structure constructed on a Lot designed and intended for the use and occupancy by a person or persons as a residence.

1.15 Lot shall mean the following described parcels of real property, all of which are located in the City of Centerville, County of Montgomery, State of Ohio:

Being Lots Numbered 1 through 40, inclusive of Cheltenham, Section One, as recorded in Plat Book 137, Page 21 of the Plat Records of Montgomery County, Ohio. 4396

Being Lots Numbered 41 through 64, inclusive of Cheltenham, Section Two, as recorded in Plat Book 142, Page 25 of the Plat Records of Montgomery County, Ohio. 4578

Being Lots Numbered 65 through 73, inclusive of Cheltenham, Section Three, as recorded in Plat Book 142, Page 26 of the Plat Records of Montgomery County, Ohio. 4579

Being Lots Numbered 74 through 93, inclusive of Cheltenham, Section Four, as recorded in Plat Book 144, Page 29 of the Plat Records of Montgomery County, Ohio. 4631

Being Lots Numbered 94 through 111, inclusive of Cheltenham, Section Five, as recorded in Plat Book 145, Page 4 4646 of the Plat Records of Montgomery County, Ohio.

Being Lots Numbered 112 through 143, inclusive of Cheltenham, Section Six, as recorded in Plat Book 148, Page 12 4736 of the Plat Records of Montgomery County, Ohio.

Being Lots Numbered 144 through 158, inclusive of Cheltenham, Section Seven, as recorded in Plat Book 148, Page 13 of the Plat Records of Montgomery County, Ohio. 4737

1.16 **Master Declaration** shall mean this document and any amendments hereto.

1.17 **Majority of Owners** shall mean those Owners holding over fifty percent (50%) of the voting power of the Association.

1.18 **Managing Agent** shall mean a manager or managing agent retained or employed by the Association.

1.19 **Maximum Limitation Amount** shall be \$200.00 until the year 2001 at which time such maximum or ceiling amount shall be automatically increased on a yearly basis by any increases in the C.P.I. for the preceding year. In no event shall such amount be decreased.

1.20 **Member** shall mean an Owner that is subjected hereto.

1.21 **Organizational Documents** shall mean this Master Declaration and the By-Laws and any Rules and Regulations.

1.22 **Owner** shall mean a Person who owns a Lot.

1.23 **Person** shall mean a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.24 **Plat** shall mean a Recorded plat of the Property.

1.25 **Plat Restrictions** shall mean those plat restrictions Recorded at Book 137, Page 21 (Section One); Book 142, Page 25 (Section Two); Book 142, Page 26 (Section Three); Book 144, Page 29 (Section Four); Book 145, Page 4 (Section Five); Book 148, Page 12 (Section Six) and Book 148, Page 13 (Section Seven) of the Plat Records.

1.26 **Property** shall mean the Common Areas and Lots.

1.27 **Recorded** shall mean the filing with the Recorder of Montgomery County, Ohio.

1.28 **Rules and Regulations** shall mean those rules and regulations, as may be amended from time to time, adopted by the Board of Trustees as to the Common Areas and related drainage and utility easement areas, provided they are established to protect the safety and welfare of the Owners, their guests, or are established to assure the continued service of the area for the purpose for which they were designed.

1.29 **Sections** shall mean the individual parts of the Property which were platted as referenced in Section 1.14.

1.30 **Section Restrictions** shall mean those deed covenants and restrictions Recorded at Microfiche 88-624-C04 (Section One), 90-150-C06 (Section Two), 90-150-D02 (Section Three), 90-485-C11 (Section Four), 90-577-A02 (Section Five), 91-598-C08 (Section Six) and 91-598-D05 (Section Seven) of the deed records.

1.31 **Trustee** shall mean an individual elected or appointed as a member of the Board of Trustees.

ARTICLE II

ASSOCIATION

2.01 **Organization**. The Association was formed as an Ohio not-for-profit corporation pursuant to the provisions of Chapter 1702 of the Ohio Revised Code, by the filing of its Articles with the Secretary of the State of Ohio. The Association duly adopted a set of administrative operating rules called By-Laws.

2.02 **Membership**. Each Owner, upon acquisition of title to a Lot, shall automatically become a Member of the Association. Membership is appurtenant to and shall not be separated from ownership of a Lot. Such membership shall terminate upon the sale or other disposition by such Member of his Lot ownership, at which time the new Owner automatically shall become a Member of the Association. When more than one Person is an Owner of a Lot, all such Persons shall be Members.

2.03 **Voting Rights**. Each Owner shall be entitled to the number of votes in the affairs of the Association that equals the number of Lots owned by that Owner. If such Lots are owned by more than one Person, each such Person shall have a fraction of a vote equal to his, her or its undivided interest in that Lot.

2.04 **Administration of Property**. The administration of the Property shall be in accordance with the provisions of the Organizational Documents. Each Owner, tenant, or occupant of a Lot shall comply with the provisions of the Organizational Documents.

2.05 **Board of Trustees**. The Board of Trustees, elected as provided by the By-Laws, shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law and the Organizational Documents.

ARTICLE III

EASEMENT(S)

3.01 **Association Easements**. The Owner of any Lot hereby grants, conveys and assigns to the Association an easement and right-of-way over his Lot for the purpose of maintaining, repairing and replacing the storm water detention areas and basins installed or constructed on his Lot within those specifically designated Association Easements.

3.02 Easements Shall Run With Land. All easements and rights described are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Declarant, and any Owner, purchaser, mortgagee and any other person having an interest in the Property or any part or portion thereof. Failure to refer specifically to any or all of the easements described in this Master Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said easement but same shall be deemed conveyed or encumbered along with the Lot.

ARTICLE IV

ASSESSMENTS

4.01 Creation of Lien and Personal Obligation of Assessments. For each Lot owned within the Property each Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay the Association Annual Assessments to be established and collected as hereinafter provided. Such assessments, together with interest, costs and reasonable attorney's fees incurred by the Association in the collection thereof shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest and costs, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due.

4.02 Purpose of Annual Assessment. The Annual Assessments shall be used exclusively to maintain and improve the Common Areas, to promote the, safety and welfare of the residents of the Property and to enforce the Organizational Documents.

4.03 Amount of Annual Assessment. The amount of the Annual Assessment shall be determined on a yearly basis by the Board of Trustees. Such Annual Assessment shall not exceed the Maximum Limitation Amount unless the amount is approved by a majority of the members present in person or by proxy at the annual meeting of the Members. For purposes of such meeting, a quorum shall constitute attendance in person or by proxy of at least forty-four (44) Members.

4.04 Books and Records of the Association. The Association shall keep correct and complete books and records of account, specifying the receipts and expenditures relating to receipts and expenses, together with records showing the allocation and collection of the expenses among and from the Owners; minutes of the proceedings of the Owners and Board of Trustees. Such books and records shall be open for inspection by any Owner or any representative of an Owner duly authorized in writing, at reasonable times and upon request by an Owner. Upon ten (10) days notice to the Board of Trustees and upon payment of a reasonable fee, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

4.05 Payment of Assessments. Annual Assessments shall be payable on a semi-annual or annual basis as determined by the Board of Trustees.

4.06 Abandonment. No Owner may exempt himself from liability for his contribution toward the Common Expenses by the abandonment of his Lot.

ARTICLE V
REMEDIES FOR NON-PAYMENT OF ASSESSMENT

5.01 Late Charges. If any assessment is not paid within ten (10) days after the same has become due, the Board of Trustees, at its option and without demand or notice, may charge a late charge of up to \$20.00 and/or interest on any unpaid balance, at the rate of twelve percent (12%) per annum.

5.02 Lien of Association. The Association shall have a lien upon the estate or interest in any Lot of the Owner thereof for the payment of the portion of the assessments chargeable against such Lot which remain unpaid for ten (10) days after the same have become due and payable from the time a certificate therefor, subscribed by the President of the Association, is Recorded pursuant to authorization given by the Board of Trustees. Such certificate shall contain a description of the Lot, the name or names of the record Owner(s) thereof and the amount of such unpaid portion of the assessments. Such lien shall remain valid for a period of five (5) years from the time of filing thereof, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of the court in an action brought to discharge such lien as hereinafter provided.

5.03 Dispute as to Assessments. Any Owner who believes that the portion of assessments chargeable to his Lot for which a certificate of lien has been filed by the Association has been improperly charged against him or his Lot, may bring an action in the Court of Common Pleas for Montgomery County, Ohio for the discharge of such lien.

5.04 Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of a Lot the grantee of the Lot shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the grantor and his Lot for his share of the assessments up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee and his mortgagee shall be entitled to a statement from the Board of Trustees setting forth the amount of all unpaid and current assessments against the grantor due the Association, and such grantee shall not be liable for nor shall the Lot conveyed by subject to a lien for any unpaid assessments made by the Association against the grantor in excess of the amount set forth in such statement for the period reflected in such statement.

ARTICLE VI
REMEDIES FOR BREACH OF COVENANTS AND RESTRICTIONS

6.01 Abatement and Enjoinment. The violation of any provision of the Organizational Documents shall give the Board of Trustees the right to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

ARTICLE VII
INSURANCE

7.01 Insurance. As a Common Expense, the Association shall obtain such insurance as the Board of Trustees considers necessary, including without limitation, trustee and officer liability coverage and fidelity coverage for anyone who either handles or is responsible for funds held or administered by the Association. The amount of such fidelity coverage shall be equal to, at a minimum, the maximum funds that will be in the custody of the Association at any time such coverage is in effect. In addition, such fidelity coverage must equal one-quarter (1/4) of the Annual Assessments, together with the reserve funds, if any.

7.02 Annual Review. The amounts and coverage of each insurance policy obtained by the Association shall be reviewed annually.

ARTICLE VIII
AMENDMENT

8.01 General. Unless otherwise provided, this Master Declaration may be amended only with the approval of Owners exercising not less than two-thirds (2/3) of the voting power of the Association. Any such Amendment shall be in writing and effective on the date when it is Recorded.

ARTICLE IX
USE RESTRICTIONS: LOTS

9.01 Use and Subdivision. The Lots shall be used exclusively for single family residential purposes. No Lot shall be further subdivided into additional Lots.

9.02 Minimum Requirements. Each Dwelling Unit constructed or reconstructed on any Lot shall have a minimum of 1,800 square feet of living area, exclusive of open porches, garages and unheated areas. Each Dwelling Unit shall have an attached garage for not less than two (2) cars.

9.03 Lamp Posts. A lamp post with an electric eye shall be installed and maintained adjacent to the driveway of each Lot. The light shall be illuminated during night hours.

9.04 Satellite Dishes. No satellite dish shall be erected or maintained on any Lot without the prior written consent of the Architectural Control Committee in accordance with guidelines adopted by the Architectural Review Committee, if so adopted.

9.05 Antennas and Towers. No outdoor antenna, radio or television towers shall be erected on any Lot.

9.06 Out Structures. No sheds, dog houses or detached structures or buildings shall be erected on any Lot.

9.07 Swimming Pools. No swimming pool that extends above grade level shall be erected on any Lot.

9.08 Exterior Surfaces. No solar heat panels shall be erected on any Dwelling Unit.

9.09 Nuisances. No noxious, offensive or unreasonably disturbing trade or activity shall be carried on or permitted on any Lot, nor shall anything be done, placed or stored on any Lot which may become an annoyance or nuisance, or occasion any noise or offensive odor which might disturb the peace, comfort or serenity of neighboring Owners.

9.10 Clotheslines and Dog Runs. No clothesline shall be located on any Lot except one removable hanging device shall be permitted in a rear patio area; provided, that no laundry articles shall be left outdoors overnight. No dog runs or similar devices shall be permitted on any Lot.

9.11 Waste Materials. No dumping, storage or placement of material such as garbage, grass clippings, landscape edging, yard waste, brush piles, rubbish, machinery, scrap, paper, glass or other such material shall be permitted on any Lot except garbage which shall be kept in clean and sanitary condition and screened from public view and removed weekly by an approved waste disposal company.

9.12 Vehicles. All trucks, vehicles over twenty (20) feet in length, motorcycles, boats, vans, buses, campers, motor homes, trailers, utility trailers and other recreational vehicles stored on any Lot in excess of one (1) week shall be housed in the garage. No inoperable vehicles shall be stored on any Lot.

9.13 Storage. No storage of materials shall be permitted on any Lot except for building materials to be used in the construction of improvements to a Dwelling Unit; provided, that such improvements are incorporated into the Dwelling Unit within ninety (90) days after delivery.

9.14 Temporary Structures. No trailer, tent or other similar temporary structure shall be permitted on any Lot without the prior written consent of the Architectural Control Committee except children's play tents which shall be permitted at the rear of a Lot for a maximum consecutive period of seventy-two (72) hours.

9.15 Landscaping. No weeds, underbrush or unsightly growths or objects of any kind shall be permitted on any Lot. Lawn areas shall be maintained in a neat and orderly manner and mowed on a regular basis. The branches of trees planted in the area between the sidewalk and street must be trimmed so as not to extend over the sidewalk at a level of less than seven (7) feet.

9.16 Parking. Vehicles are to be parked in garages or on driveways. No vehicles shall be parked on the streets overnight except occasional on street parking for overnight guests.

9.17 Mailboxes and Basketball Backboards. Mailboxes must be kept in good repair and consistent with neighboring mailboxes. No sheet metal mail boxes shall be permitted unless covered by cedar. No basketball backboards shall be attached to the Dwelling Unit, but will be permitted if mounted on a steel pole and properly maintained.

9.18 Water and Sewage. No private water supply systems or private sewage disposal systems shall be permitted on any Lot.

9.19 Storage Tanks. All tanks for the storage of propane gas or fuel or oil shall be located beneath ground level and require the prior written approval of the Architectural Control Committee. Propane tanks used for outdoor grills shall be permitted provided they do not exceed a twenty-three (23) gallon capacity size.

9.20 Signs. No signs or billboard shall be erected or displayed on any Lot except for one (1) sign of no more than five (5) square feet advertising the Lot for sale, three (3) political signs per Lot during election campaigns, which must be removed the day after the election, and such other signs with the prior written approval of the Architectural Control Committee.

9.21 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other usual household pets may be kept on any Lot, so long as such pets are not kept, bred or maintained for any commercial purpose. No animal shall be permitted to run loose or become a nuisance.

9.22 Fences. No stockade, privacy, chain link or solid faced fences shall be permitted. Other type of fencing shall be subject to the prior written approval of the Architectural Control Committee and consistent with any guidelines adopted by the Architectural Control Committee.

9.23 Setback. No Dwelling Unit shall encroach on the setback line as shown on the Plat for such Lot. The setback area shall be for lawn, walkway, driveway and landscaping purposes.

ARTICLE X

USE RESTRICTIONS: COMMON AREAS

10.01 Association Easements. No structure, fence, plantings or materials shall be placed or permitted to remain within the areas included within an Association Easement if such structure, fence, plantings or materials would damage or interfere with the installation and maintenance of utilities or would change or retard the flow of surface water from its proper course of flow.

10.02 Prohibition. No Owner shall knowingly do or permit to be done any action or activity on his Lot or the Common Areas which would result in the pollution of any retained water, diversion of water, change in elevation of water levels, silting, or have an adverse effect on water quality, drainage or proper water management or which would otherwise impair or interfere with the use of such retention areas for drainage and related purposes for the benefit of all Owners.

10.03 Recreational. No boating, fishing, swimming, ice skating, destructive or dangerous activities shall be conducted in or on the Common Areas.

ARTICLE XI
ARCHITECTURAL CONTROL AND RESTRICTIONS

11.01 Composition. The Architectural Control Committee shall consist of three (3) members of the Board of Trustees as appointed by the Board of Trustees from time to time. Such committee may appoint a subordinate Architectural Control Board consisting of at least three (3) Members and delegate to it its functions hereunder.

11.02 General. No Dwelling Unit, fence, mailbox, light pole, swimming pool, recreation court, fuel tank, awning, wall or structure of any kind, shall be erected, placed or altered, including color changes, on any Dwelling Unit or Lot without the prior written consent of the Architectural Control Committee. All requests for written approvals shall be accompanied by detailed plans and specifications for the improvements showing, where applicable, the size, location, type, architectural design, spacing, quality, use, construction materials, color scheme, grading plan and finish elevation and/or such other items or information as may be reasonably required by the Architectural Control Committee, including without limitation, the requirement that such plans be prepared by a registered architect or engineer.

11.03 Standard of Review. In considering the approval or disapproval of any plans or specifications, the Architectural Control Committee shall consider the appropriateness of the improvement contemplated in relation to improvements on contiguous or adjacent Lots, the artistic and architectural merits of the proposed improvement, the adaptability of the proposed improvement to the Lot on which it is proposed to be made and such other matters as may be deemed by the Architectural Control Committee to be in the interest and benefit of all Owners.

11.04 Procedure. The decisions of the Architectural Control Committee shall be in writing. The Architectural Control Committee shall approve, disapprove or request additional information with respect to any request for approval within thirty (30) days after the submittal of such request. The failure to approve, disapprove or request additional information within such time period shall be deemed an approval of such request.

11.05 Appeal From Architectural Control Board. In the event a particular matter or matters have been assigned to the Architectural Control Board, a Member who disagrees with the decision of the Architectural Control Board may appeal such decision within thirty (30) days after written notice of such decision to the Architectural Review Committee which shall conduct a hearing at a meeting duly called in accordance with the provisions of the By-Laws for a meeting of the Board of Trustees on such appeal. A majority vote of the Architectural Control Committee is required to overturn the decision of the Architectural Control Board.

11.06 Variance. If, in the opinion of the Architectural Control Committee, the enforcement of the foregoing restrictions would constitute a hardship due to the shape, dimension or topography of a particular Lot, a variance may be granted which will, in the opinion of the Architectural Control Committee, be in keeping with the standards adopted for the Property.

ARTICLE XII
GENERAL

12.01 Covenants Running with Land. The covenants, conditions, restrictions, easements, reservations, liens and charges created by this Master Declaration shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Property, and their respective heirs, executors, administrators, successors and assigns, for a term expiring on December 31, 2000, after which time it shall automatically extend for successive periods of ten (10) years, unless amended as hereinafter provided.

12.02 Severability. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall not in any way affect any other provisions hereof, all of which shall remain in full force and effect.

12.03 Gender and Grammar. Any necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships or individuals, male or female, shall in all cases be assumed as though in each case fully expressed herein.

12.04 References. Unless otherwise specified, all references to a particular Article or Section shall refer to such Article or Section of this Master Declaration.

12.05 Compliance with Requirements. This Master Declaration and the plan of ownership created hereby, has been created and is existing in full compliance with all applicable requirements of local, state and all other applicable ordinances and laws.

IN WITNESS WHEREOF, this Master Declaration has been executed by the undersigned, in their capacity as an Owner and pursuant to the powers-of-attorney for the Amendment Owners.

Signed and acknowledged
in the presence of:

Hans H. Soltau
As to all

Cynthia L. Larikins
As to all

Ronald S. Kahn

Ray D. Blatz

Ronald P. Portman

Scott E. Graham

David M. Bilbrey

Elizabeth A. Baab

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this 19TH day of November, 1999 by RONALD S. KAHN, RAY D. BLATZ, RONALD P. PORTMAN, SCOTT E. GRAHAM, DAVID M. BILBREY, and ELIZABETH A. BAAB, personally and as attorneys-in-fact for the Amending Owners.

Cynthia L. Larikins
Notary Public

THIS INSTRUMENT PREPARED BY:

HANS H. SOLTAU
Attorney at Law
6776 Loop Road
Centerville, Ohio 45459

A.J. WAGNER
AUDITOR

99 NOV 22 AM 11:37

NO TRANSFER NEEDED

CYNTHIA L. LARIKINS, Notary Public
In and For the State of Ohio
My Commission Expires Nov. 6, 2001