



The Estates at Country Club of the North is a deed-restricted community governed by a Declaration of Covenants, Conditions and Restrictions that serves as a guide for building, landscaping, property maintenance and neighborhood conduct. In the interest of helping to foster a better understanding of these expectations, here is a Top 10 selection of compliance requirements those considering ownership in the community should know and be prepared to follow. **A consolidated version of the Declaration of CC&Rs, with Supplementals, begins on page 8.**

For information regarding The Estates at Country Club of the North Homeowners Association, or new construction opportunities in the community, please contact the Country Club of the North Residential Sales Center at (937) 374-2261 or [bccorry@cctothenorth.com](mailto:bccorry@cctothenorth.com).

Realtors with listings in The Estates at Country Club of the North may request an HOA Status Letter by contacting Elite Management Services at [Closings@emspm.com](mailto:Closings@emspm.com).

### **Architectural Control**

The Association has established an Architectural Review Board to review plans for improvements, changes, construction, additions, excavation, landscaping, tree removal and other work or action that in any way alters the exterior appearance of a property. Such changes shall not be commenced or continued until the Architectural Review Board has reviewed an application and approved the same in writing in accordance with the DESIGN REVIEW MANUAL. Violations of ARB standards are subject to the sanctions applicable to violations of the Declaration of Covenants, Conditions and Restrictions.

### **Maintenance of Lots and Buildings**

No Lot, Residence or other Improvement shall be permitted to become overgrown, unsightly or fall into disrepair. All residences and property improvements shall be kept in good condition and repair. The minimum standard of maintenance for lawn and landscaping shall include: the replacement of all dead plant material; regular pruning of shrubs and perennials; beds that are kept free of weeds and the regular application of a wood mulch to present and maintain a neat and clean appearance. Lawns must be mowed weekly when actively growing. Lawn fertilizer and weed control applications must be sufficient to promote healthy turf that is reasonably weed-free. Irrigation should be sufficient to ensure survival of landscaping and lawns unless local watering restrictions are in effect.

### **Parking**

All streets within the development are private and are subject to the Declaration of Covenants, Conditions and Restrictions. No automobiles, trucks, trailers, mobile homes, recreation vehicles or boats shall be parked on the streets except as permitted by the rules of the Association. Only parking on a temporary basis by guests, or for the purposes of providing goods and or services to residents is permitted. No vehicles shall be parked upon any driveway for more than 48 continuous hours without written approval from the Association's Board. Garages are to be kept readily available for parking and for no other use that would prevent the parking of vehicles therein.

### **Trucks, Trailers, Mobile Homes, Recreational Vehicles and Boats**

No parking spaces other than those enclosed in garages shall be used for the parking of any trucks, trailers, mobile homes, recreation vehicles, boats or anything other than operative passenger vehicles. This prohibition does not prohibit such parking as is necessary on a temporary basis to allow persons and or their belongings to be moved in or out, or delivered to, any residence or in connection with maintenance or repairs on a property.

## **Cart Path Easement**

Owners and residents are not granted an easement or any other right to use, travel over, and upon any portion of the golf course cart path except the portion extending from Signature Dr. South through the tunnel under Indian Ripple Rd. to the top of Club North Dr. Only this portion of the cart path as described in Exhibit G of the Declaration of Covenants, Conditions and Restrictions is designated for pedestrian access.

## **Equipment, Hobbies and Detached Structures**

No commercial machinery or equipment shall be placed, operated or maintained upon any lot except such that is necessary for use in connection with maintenance or construction of improvements approved by the ARB. Hobbies or activities that tend to detract from the aesthetic character of the property shall not be permitted unless carried out with direction from the ARB. Such activities would include, but are not limited to, automotive and boat repair, sporting activities involving equipment such as basketball hoops/backboards, soccer goals and detached structures such as, storage sheds, gazebos, trellis/arbors and play equipment such as swing sets.

## **Quiet Enjoyment/Nuisance**

No owner shall permit or suffer anything to be done or kept upon a property, which would obstruct or interfere with the rights of quiet enjoyment of other owners and residents or annoy them with unreasonable noises. Rubbish, trash and garbage shall be removed from each owner's lot. No exterior fires are permitted except barbecue fires contained within receptacles made therefore. No odors shall be permitted to arise that would render any portion of a property to be unsanitary, unsightly, offensive or detrimental to other properties, residents or owners. No sound devices, speakers, horns, whistles or bells shall be located, used or placed on any lot except security devices, which are activated in cases of an emergency. Music, either live or by recording device, that is loud enough to disturb adjacent owners and residents is prohibited. No garage or yard sales, auctions or similar activities shall be permitted upon any lot.

## **Animal Maintenance**

No animals shall be raised, bred or kept on any lot except common household pets including dogs, cats, birds or fish. No animals shall be kept, bred or maintained for any commercial purpose or in unreasonable numbers as determined by the Association. Unreasonable numbers shall ordinarily mean more than two animals per lot. Each owner is responsible for cleaning up after pets. All animals must be kept within an enclosure, yard or patio or on a leash held by someone capable of controlling the animal. No "runs" or "kennels" are permitted.

## **Private Carts**

Private carts shall be used solely for the purpose of transporting passengers rather than for playing golf and must be permanently equipped with operable head and tail lights, turn signals, and both front and rear passenger seating. All private carts must be electric and have a maximum speed of (15) miles per hour. The color, style and type of private cart must be submitted to the ARB for approval. No private carts shall be permitted to operate on sidewalks or golf course property.

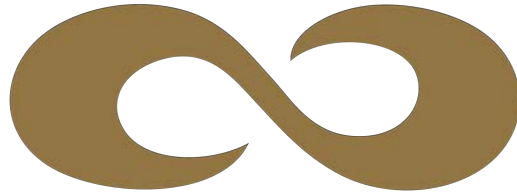
## **Service Screening and Storage Areas**

All garbage, trash and refuse shall be placed in containers and must be concealed within the residence or by means of a screening wall or sufficient landscaping to provide a permanent screen at all times of the year. Unless authorized by the ARB in writing, no material, supplies or equipment shall be stored on any lot except inside the residence so that they are not visible from the streets or neighboring properties.

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### **Care of Elite Management Services**

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*The Estates*  
AT  
**COUNTRY CLUB**  
OF THE NORTH

**DECLARATION  
OF  
COVENANTS, CONDITIONS  
AND RESTRICTIONS**

This Copy is a Consolidated Version of the Revised June 15, 1994 Declaration Recorded at Volume 695 page 107 of the Official Records of Greene County and Incorporates Supplementals Recorded Through Sep. 14, 2023

The Estates at Country Club of the North  
Beavercreek, Ohio

**DECLARATION OF PROTECTIVE COVENANTS  
CONDITIONS AND RESTRICTIONS FOR**

# THE ESTATES AT COUNTRY CLUB OF THE NORTH

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# **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE ESTATES AT COUNTRY CLUB OF THE NORTH**

This DECLARATION is made by NBL Development Group “DECLARANT”, a California Limited Partnership for the purpose and intent noted herein.

## **ARTICLE I – Declaration / Purpose**

**WHEREAS**, DECLARANT is the owner in fee simple of the real estate depicted on Exhibit A attached hereto and made a part hereof (“MASTER SITE”); and

**WHEREAS**, DECLARANT intends to develop thereon a golf course to be known as “Country Club of the North” (“GOLF COURSE”), and a residential community to be known as “The Estates at Country Club of the North” (“ESTATES”), and other improvements which DECLARANT deems consistent therewith; and

**WHEREAS**, DECLARANT intends to develop ESTATES in phases, the first phase of which is described on Exhibit B attached hereto, made a part hereof by reference and which is specifically subjected to the DECLARATION; and

**WHEREAS**, DECLARANT intends to, from time to time, subject additional phases of the ESTATES to the DECLARATION; and

**WHEREAS**, in order to advance the purposes of the DECLARATION, the Estates at Country Club of the North Homeowners’ Association, Inc. (“ASSOCIATION”), an Ohio nonprofit corporation, has been established for the purpose of owning, operating, maintaining, and administering portions of the ESTATES, together with certain improvements constructed and developed or to be constructed and developed thereon, including but not limited to, common areas, private roads, parks and lakes as dedicated from time to time by DECLARANT for the common use by the owners of lots within the ESTATES; and the ASSOCIATION, as formed by DECLARANT, has joined in this DECLARATION for purposes of acceptance of all powers and duties of operation, administration, maintenance and repair as delegated and assigned by DECLARANT together with the collection and disbursement of “operation expenses” (as said term is hereinafter defined); and

**WHEREAS**, the ASSOCIATION shall administer and enforce the provisions of this DECLARATION with the costs incurred by the ASSOCIATION in connection with said operation, administration, maintenance and repair, being an encumbrance upon those portions of the ESTATES which are benefited thereby (as more particularly set forth herein); and

**WHEREAS**, the ESTATES shall include a number of separate buildable real estate lots intended for single-family homes together with “multi-unit parcels” established for the purpose of single-family patio homes or attached single-family dwellings, all of which will be brought into existence by the recording of a subdivision record plan (plat) which incorporates the terms and conditions of this DECLARATION, all of which shall be deemed to run with the land and its accompanying exhibits; and



**WHEREAS**, in anticipation of each multi-unit parcel developing a separate homeowners' association, it is hereby specifically noted and reserved that the establishment of each multi-unit parcel homeowners' association will be subject to the conditions of this DECLARATION as well as all rights and authority of operation reserved herein by the ASSOCIATION which is hereby deemed to be the senior homeowners association within the ESTATES; and

**WHEREAS, THEREFORE**, in the interest of enhancing the inherent value of ownership with THE ESTATES AT COUNTRY CLUB OF THE NORTH; to ensure proper development and use of the property; to provide for adequate maintenance of common areas, private roads and residential lots; to promote the health, safety and welfare of the residents; and to promote a cohesive aesthetically pleasing living community, the DECLARANT, for itself and its successors and assigns, hereby declares and agrees that all portions of the PROPERTY (as hereinafter defined), shall hereafter be held, conveyed, leased, occupied, used and improved subject to the covenants, conditions, restrictions, liens, assessments and easements as set forth herein, which shall run with the PROPERTY, the DECLARANT and its grantees, together with its respective successors and assigns, and shall inure to the benefit of the PROPERTY, the DECLARANT, its grantees and owners of any portion of the MASTER SITE, their respective successors and assigns.

## ARTICLE II – Definitions

**2.01 Annexation Property:** Any portion of the MASTER SITE or adjacent property which may, from time to time, be subjected to this DECLARATION and thereafter be included in the term “PROPERTY”. “Annexation Property” and ESTATES have the same meaning for purposes of this DECLARATION.

**2.02 Architectural Review Board (also referred to as the ARB):** The board created pursuant to Article V of this DECLARATION for purposes of advising lot owners and ensuring compliance with the guidelines set forth in the DESIGN REVIEW MANUALS.

**2.03 Articles:** The Articles of Incorporation of “The Estates at Country Club of the North Homeowners Association, Inc.”, an Ohio non-profit corporation, which said Articles are attached hereto as Exhibit C, and made a part of this DECLARATION by such attachment and incorporated herein by reference and as amended from time to time as provided therein.

**2.04 Assessment:** Shall be defined as follows:

(i) Regular Assessment shall mean the charge against each OWNER and respective LOT representing an allocable portion of the Common Expenses of the ASSOCIATION;

(ii) Compliance Assessment shall mean the charge against an OWNER and respective LOT representing the costs incurred by the ASSOCIATION in the repair of any damage to the COMMON AREA and facilities for which such OWNER was responsible, the costs incurred by the ASSOCIATION in bringing such OWNER and his LOT into compliance with the DECLARATION, or any amount due to the ASSOCIATION based upon disciplinary proceedings against an OWNER in accordance with this DECLARATION;

(iii) Special Assessment shall mean the charge against an OWNER and respective LOT representing a portion of the cost of reconstructing any damaged or destroyed portion or portions of the COMMON AREA and facilities, of constructing or installing any capital IMPROVEMENTS to the COMMON AREA and facilities, or of taking any extraordinary action for the benefit of the COMMON AREA and facilities or the membership of the ASSOCIATION pursuant to the provisions of the DECLARATION;

(iv) Initial Reserve Assessment shall mean the charge against an OWNER and respective LOT representing an initial contribution for purposes of creating an operating reserve fund, thereby creating funds available to the ASSOCIATION to pay obligations when and as they become due.

**2.05 Association: (Fourth Supplemental)** Is “THE ESTATES AT COUNTRY CLUB OF THE NORTH HOMEOWNERS ASSOCIATION, INC.”, an Ohio nonprofit corporation, and its successors and assigns. It is understood that all owners of land subject to this DECLARATION will belong to said ASSOCIATION. However, if subsequent platting of PROPERTY added to the master plan should create a COMMON AREA that pertains or relates only to the areas then to be developed (multi-unit parcels), then a separate nonprofit corporation may be formed, whose members will be the OWNERS of LOTS or units pertaining to the separate area (multi-unit parcel) and said OWNERS will be members of both the ASSOCIATION and the newly created ASSOCIATION.

**2.06 Board:** The BOARD of Trustees of the ASSOCIATION”

**2.07 Builder:** A person or entity who or which acquires title to any LOT or parcel for the purpose of construction of a residential dwelling thereon, in accordance with the DESIGN REVIEW MANUAL (as hereinafter defined), with the strict purpose of reselling the improved LOT to an OWNER. In the event a builder occupies a dwelling on any LOT as his principal residence, then he shall be deemed to be an OWNER as to that LOT and may be a BUILDER as to other LOTS within the property.

**2.08 By-Laws:** The By-Laws, also known as the Code of Regulations, of the ASSOCIATION which have been adopted by the BOARD, as such By-Laws may be amended from time to time. Said By-Laws are attached to this DECLARATION as Exhibit D, and made a part hereof by reference and as may be amended from time to time as provided therein.

**2.09 Club:** The private membership entity identified as “COUNTRY CLUB OF THE NORTH”; it includes the land and those improvements and facilities reserved for the exclusive use of the club members including without limitation, the Golf Course (as that term is hereinafter defined).

**2.10 Club Member:** A person admitted as a member of the club known as COUNTRY CLUB OF THE NORTH pursuant to the membership rules and regulations of COUNTRY CLUB OF THE NORTH and subject to the rights and privileges of membership as set forth in the membership rules and regulations of COUNTRY CLUB OF THE NORTH.

**2.11 Cluster Area:** See “PARCEL”.

**2.12 Common Area:** The land controlled and/or owned by the ASSOCIATION, as well as those areas of the property shown on any recorded plat of all or any portion of the PROPERTY, or designated in any recorded declaration, or both, as devoted to the common use and enjoyment of the OWNERS, including without limitation, buildings and IMPROVEMENTS now or hereafter constructed thereon.

**2.13 Common Expenses:** The actual and estimated costs to be paid by the ASSOCIATION in delegation of its duties as provided in the ARTICLES, and the BY-LAWS including but not limited to those expenses incurred to maintain the COMMON AREA.

**2.14 Declarant:** NBL Development Group, a California Limited Partnership, and any person or entity acquiring all of DECLARANTS then remaining interests in the MASTER SITE, pursuant to a written assignment from DECLARANT which is recorded with the County Recorder, Greene county, Ohio.

**2.15 Declaration:** This DECLARATION of Covenants, Conditions and Restrictions as supplemented and/or amended from time to time.

**2.16 Design Review Manual: (Third Supplemental)** That collection of standards and/or guidelines as adopted by the ARB as supplemental and/or amended from time to time. Said DESIGN REVIEW MANUAL for single-family residential development is attached hereto as Exhibit E. Said DESIGN REVIEW MANUAL for multi-family residential development is attached hereto as Exhibit F. Both manuals as attached hereto are made a part hereof and

incorporated by reference and as amended from time to time as provided therein. Each OWNER shall have the affirmative duty to request a current copy from the ARB, as amended, of the relevant DESIGN REVIEW MANUAL and to comply with it in development of a LOT.

**2.17 Fisher Lot:** A certain parcel of ground to be identified as Lot 3 in Section One of the Plat of THE ESTATES AT COUNTRY CLUB OF THE NORTH, which will be deeded to C. Kenneth Fisher (“Mr. Fisher”) and Emma Jean Fisher (“Mrs. Fisher”). This lot shall be known as the FISHER LOT. The owners of the FISHER LOT shall not be required to be members of the ASSOCIATION, be subject to the jurisdiction of the ASSOCIATION, or pay fees or assessments of any kind to the ASSOCIATION. The owners of the FISHER LOT shall not be OWNERS as defined herein. The owners of the FISHER LOT shall be entitled to use of all easements reserved for the benefit of the ASSOCIATION or other OWNERS, including ingress and egress over the private roads in the MASTER SITE. At such time as neither Mr. Fisher or Mrs. Fisher own and live on the lot, the lot shall no longer be the FISHER LOT. From that time on, the FISHER LOT shall become a LOT subject to the jurisdiction and fees and assessments of the ASSOCIATION the same as all other LOTS, and the owners of the lot shall then be OWNERS.

**2.18 Golf Course:** Portions of the MASTER SITE designated by developer as “RECREATIONAL LAND” in accordance with a plat or plats, or as otherwise so designated by DECLARANT and used, or to be used, as a golf course or related use.

**2.19 Improvements: (Third Supplemental)** All structures and appurtenances thereto of every kind, including without limitation, buildings, out buildings, roads, driveways, parking areas, fences, grading, excavating, retaining walls, swimming pools, screening walls, ornamentation, signs, stairs, decks, patios, sport courts, exterior lighting, hedges, wind breaks, plantings, planted trees and shrubs, poles, irrigation equipment, exterior air conditioning equipment, drainage swales, storm sewers and other drainage facilities and all other installations, structures and landscaping.

**2.20 Landscape Easement:** That easement retained over portions of certain LOTS for the installation and maintenance of decorative features. The retained LANDSCAPE EASEMENTS and the LOTS affected thereby are identified on the PLAT.

**2.21 Lot:** Each separate tract depicted, designated and shown upon any recorded subdivision PLAT, excepting, however, any lot described in the DECLARATION or subdivision PLAT as:

- (i) Common Area
- (ii) Multi-Unit Parcel/Cluster Area
- (iii) Club Area/Recreational Land
- (iv) Private Streets
- (v) FISHER LOT

**2.22 Master Site:** The parcel of real estate consisting of approximately 410.377 acres owned by DECLARANT situated in the Township of Beaver Creek, Greene County, Ohio.

**2.23 Member:** Every person or entity who holds membership in the ASSOCIATION; this definition does not include those individuals who are CLUB members of the CLUB known as

“Country Club of the North” (club member). There are three categories of membership as follows: DECLARANT, BUILDERS, and OWNERS of LOTS.

**2.24 Multi-Unit Parcel:** See “PARCEL”.

**2.25 Notice of Annexation: (Fourth Supplemental)** A written notice recorded in the Greene County, Ohio recorder's office annexing one or more phases of the ANNEXATION PROPERTY to the PROPERTY, thereby subjecting phase or phases to this DECLARATION. Where a PLAT is recorded in the Greene County, Ohio records which includes land described in the PROPERTY, and PLAT includes language subjecting the platted lands to the Declaration of Protective Covenants, Conditions and Restriction for The Estates at Country Club of the North, this shall constitute the written notice of annexation.

**2.26 Operating Expense:** The expenses of the ASSOCIATION for which all MEMBERS are liable. Said expenses include, but are not limited to, the costs and expenses incurred by the ASSOCIATION in fulfilling its obligations hereunder, and in administering operating, owning, constructing, reconstructing, financing, maintaining, repairing and replacing COMMON AREAS or portions thereof and IMPROVEMENTS thereon. Also included are the expenses incurred for maintenance of all LANDSCAPE EASEMENTS.

**2.27 Owner: (First Supplemental)** The holder of record title in fee simple to any LOT, whether or not such title holder actually resides on the LOT. This term specifically excludes those persons or entities holding record title merely as security for the performance of an obligation. This term further excludes DECLARANT and BUILDER as they are defined in this Article II. The holder of record title in fee simple to a PARCEL shall be an OWNER.

**2.28 Parcel: (First Supplemental)** Also referred to as cluster area, and multi-parcel; the large lots platted from time to time that are convenient to the residential construction of buildings with more than one living unit; also referred to herein as patio homesites or cluster homesites. These terms used interchangeably shall be distinguished from the term LOT, which is referred to herein above. It is anticipated that in subsequent plats, PARCELS will be platted for multi-family type construction that will be re-subdivided to separate the attached units for purposes of sale with appropriate common areas. When such replats occur, each platted LOT designed for a single dwelling unit shall become a LOT, as defined herein. To the extent the PARCEL is developed with a homeowners association related to only one or more PARCELS (or the LOTS previously contained within said PARCELS), the LOTS and their OWNERS shall be subject to both the ASSOCIATION and the local homeowners association, and may be subject to assessment by each. The Declarant shall provide the ASSOCIATION a good-faith estimate of the probable number of LOTS which will be created upon the full development and replatting of each PARCEL. The ASSOCIATION shall levy ASSESSMENTS against the PARCEL prior to it being fully replatted based on this good-faith estimate, and the PARCEL shall be deemed to contain LOTS for the purpose of ARTICLE IX.

**2.29 Plat:** Each and every subdivision record plan of real estate as recorded in the plat records of Greene County, Ohio, which affects the PROPERTY.

**2.30 Property also (“Project”):** All land described in the attached Exhibit B and all IMPROVEMENTS now or hereinafter built, installed or erected thereon. From and after each

addition of ANNEXATION PROPERTY to the land described in Exhibit B hereto, subjecting it to the provisions of the DECLARATION, pursuant to Article XIII hereof, the term PROPERTY shall also include each such additional PARCEL of ANNEXATION PROPERTY land and each IMPROVEMENT then or thereafter built, installed or erected thereon.

**2.31 Recreational Land:** That portion of the MASTER SITE designated by developer as “Recreational Land” in accordance with a PLAT or PLATS, or as otherwise so designated by DECLARANT.

**2.32 Registered Notice:** Any Written notice which has been signed for by the addressee, or by the spouse, son, daughter or any domestic servant or employee of the addressee; Registered Notice also means and refers to any written notice which has been certified by the U.S. Postal Service or other delivery service as actually having been delivered at the address listed for the addressee on the records of the ASSOCIATION or as to which delivery was attempted by was refused by the addressee or other persons at such address, to the extent that such refusal was witnessed by an employee of the Postal Service or other delivery service.

**2.33 Residence:** The individual dwelling and the related IMPROVEMENTS that are constructed upon a LOT, which are designed and intended for use and occupancy for use by a single family.

**2.34 Resident:** Each person residing in a RESIDENCE.

**2.35 Restrictions:** These covenants, conditions, restrictions, liens, assessments and easements, together with all of the provisions contained herein as they now appear or as they may hereafter be amended.

**2.36 Rules and Regulations:** The rules and regulations adopted by the BOARD pursuant to the BY-LAWS and this DECLARATION, as they may be amended from time to time.

**2.37 Supplemental Declaration:** Any DECLARATION recorded by DECLARANT to establish additional covenants, conditions and restrictions or to amend any covenants, conditions and restrictions contained herein.

**2.38 Tenant:** A person, firm, partnership, corporation or other entity possessing or claiming to possess a leasehold interest in any RESIDENCE or portion of the PROPERTY.

## ARTICLE III – Development Plan

**3.01 Initial Plat:** The initial plat of 51.359 acres more or less, creates 26 LOTS for single-family detached homes; identifies a number of areas that are COMMON AREAS and private streets to be owned and maintained by the ASSOCIATION; identifies a number of areas identified as RECREATIONAL LAND which shall be retained by DECLARANT for golf club purposes; and a multi-family or cluster area PARCEL which is reserved for subsequent development;

**3.02 Name:** The name of the development shall be “THE ESTATES AT COUNTRY CLUB OF THE NORTH”. The name of the homeowners association established pursuant to the DECLARATION shall be “THE ESTATES AT COUNTRY CLUB OF THE NORTH HOMEOWNERS ASSOCIATION, INC.”

**3.03 Addition of Property:** From time to time, the DECLARANT or any successor, may subject any portion of the MASTER SITE or adjacent property to the terms and conditions of this DECLARATION without the assent of the ASSOCIATION or the OWNERS of LOTS already included in the PROPERTY and, after each subsection to this annexation, such ANNEXATION Property shall thereafter be included in the defined term PROPERTY as used in this DECLARATION. The terms and conditions of this paragraph shall not be construed to obligate DECLARANT to subject any additional portion of the MASTER SITE to this DECLARATION. DECLARANT reserves the sole and absolute discretion to add property to this DECLARATION.

**3.04 Withdrawal of Property:** For a period of ten years from the date of recordation of this DECLARATION, DECLARANT shall be entitled to withdraw any portion of the ANNEXATION PROPERTY from the provisions and applicability of this DECLARATION and the Articles and By-Laws of the ASSOCIATION; provided, however, that this right of DECLARANT to withdrawal shall not apply to any portions of the PROPERTY which have been conveyed to the ASSOCIATION or to an OWNER unless the ASSOCIATION or successor, and/or any OWNER consents thereto.

**3.05 Amendment:** This DECLARATION is subject to amendment solely by the DECLARANT as long as DECLARANT owns at least one LOT or PROPERTY not designated as RECREATIONAL LAND within the MASTER SITE, and after all LOTS and PROPERTY owned by DECLARANT are sold and/or transferred, then this DECLARATION is subject to amendment by a majority vote of all MEMBERS. Any such amendments must be approved by all applicable local governmental entities that have zoning control where appropriate and necessary. DECLARANT reserves the right to amend the DECLARATION in response to technological, economic, environmental or social conditions related to the marketing of THE ESTATES AT COUNTRY CLUB OF THE NORTH, whether improved or unimproved, as well as in response to changes in requirements of governmental agencies and/or financial institutions; to eliminate errors and inconsistencies; to improve the manner of development; and to delineate exact location of LOTS, COMMON AREA, CLUSTER AREA AND RECREATIONAL LAND. DECLARANT may institute such amendments including the execution of replats and amendments thereto without the necessity of signatures of any other MEMBERS where necessary or appropriate to reflect the amendments to this DECLARATION as well as the MASTER SITE. Said reservation of right to sign such replats and amendments thereto is a

covenant running with the land reserved exclusively unto DECLARANT or its successors and any subsequent conveyance from DECLARANT shall be subject to this reserved right so that no grantee in any deed or other instrument purporting to grant an interest in a LOT may claim to have received any right to execute replats or amendments referred to in this section 3.05.

**3.06 Governmental Regulations:** This development is subject to the subdivision regulations, zoning regulations and provisions of PUD case 658 of Beavercreek Township and the approval process thereunder for any lot split or creation of additional building sites. The streets designated on the initial plat and subsequent plats as private, shall be owned and maintained by the ASSOCIATION with no obligation on the part of the Township of Beavercreek to accept the ownership or maintenance responsibilities for such streets or to accept the ownership or maintenance of any COMMON AREA.

**3.07 Dedication Rights:** DECLARANT and/or the ASSOCIATION hereby specifically reserves the right to “DEDICATE TO THE USE OF THE PUBLIC” any part of or all of the roadways, streets, drives and utility easements in part or in full.

**3.08 Master Builder Program: (Fifth Supplemental)** DECLARANT shall establish a master builder program for the Estates. Only Builders approved by Declarant in its sole and absolute discretion shall be members of the master builder program and shall have the right to build residential dwellings on any Lot within the Estates. The purpose of the master builder program is, among other things, to ensure that quality residential dwellings are built in the Estates and the process is orderly and causes the least possible disruptions to the community as a whole.



## ARTICLE IV – Association

**4.01 Identification and Formation:** The name of the ASSOCIATION is: “THE ESTATES AT COUNTRY CLUB OF THE NORTH HOMEOWNERS ASSOCIATION, INC.”. It has been formed as an Ohio nonprofit corporation pursuant to the provisions of Chapter 1702 of the Ohio Revised Code.

**4.02 Membership:** Every person or entity who is an OWNER, DECLARANT or BUILDER shall be a MEMBER of the ASSOCIATION. All memberships in the ASSOCIATION shall be appurtenant to the LOT owned by each MEMBER. Memberships in the ASSOCIATION shall not be assignable, except to the person or entity to whom the title to the LOT has been transferred. The ownership of such Lot shall be the sole qualification for membership in the ASSOCIATION.

**4.03 Voting Rights:** Voting Rights of members shall be as provided in the BY-LAWS of the ASSOCIATION.

**4.04 Transfer Fee:** The ASSOCIATION may levy a reasonable transfer fee against new OWNERS and their LOTS to reimburse the ASSOCIATION for the administrative cost of transferring the memberships to the new OWNERS on the records of the ASSOCIATION.

**4.05 Relationship to PARCEL: (First Supplemental)** This DECLARATION applies to all land and all buildings included within THE ESTATES AT COUNTRY CLUB OF THE NORTH. The ASSOCIATION shall have the responsibility of administering this DECLARATION throughout the entire development. The administration of special covenants, conditions and restrictions created by one or more additional DECLARATIONS, with regard to those portions of the MASTER SITE designed as PARCELS to be used for multi-family or patio homesites, shall be accomplished by a separate and additional homeowners association, not by the ASSOCIATION. However, the property within a PARCEL, shall at all times remain subject to this DECLARATION as well.

**4.06 Power; Authority; Duties:** The ASSOCIATION shall have all the rights, powers and duties established, invested, or imposed pursuant hereto, its Articles of Incorporation, its BY-LAWS, its duly adopted rules and regulations, and the laws of the State of Ohio applicable with respect to Ohio not-for-profit-corporations.

**4.07 Specific Powers:** Among other things, the ASSOCIATION shall have the following specific powers:

- A. Enforce the provisions of this DECLARATION;
- B. Acquire title, manage, maintain, repair and replace all COMMON AREA and facilities, and pay all costs of utilities, operation, maintenance, repairs, replacement, gardening and other necessary services for the COMMON AREA and facilities;

- C. Grant easements or licenses where necessary for utilities and other service facilities over, on and across the COMMON AREAS and facilities and within platted easements across LOTS;
- D. (First Supplemental) Levy and collect ASSESSMENTS from the OWNERS of LOTS and PARCELS and enforce payment of such ASSESSMENTS;
- E. Pay all taxes and special assessments which would be a lien upon the COMMON AREAS and facilities, and discharge any lien or encumbrance levied against the project or the COMMON AREAS and facilities;
- F. Pay for reconstruction of any portion of the COMMON AREAS and facilities damaged or destroyed;
- G. Employ and retain a professional manager and/or management company and/or other administrative staff to perform all or any portion of the duties and responsibilities of the BOARD with respect to administration of the ASSOCIATION;
- H. Retain, if deemed appropriate by the BOARD, and pay for legal and accounting services necessary and proper, for the efficient operation of the ASSOCIATION.
- I. (First Supplemental) Enter into a LOT or PARCEL when necessary in connection with maintenance or construction for which the BOARD is responsible;
- J. Perform any and all other acts and things that a nonprofit, mutual benefit corporation organized under the laws of the State of Ohio is empowered to do, which may be necessary, convenient or appropriate in connection with the administration of the ASSOCIATION's duties as set forth in the DECLARATION.

**4.08 Delegation of Duties:** In the event the ASSOCIATION shall delegate any or all of duties, powers or functions, to any person, corporation or firm to act as manage, neither the ASSOCIATION not the MEMBERS shall be liable for any omission or improper exercise by the manager or any such duty, power or function so delegated.

**4.09 Right of Entry:** The ASSOCIATION, through its authorized representatives, shall have a right of entry and access to, over, upon and through all the PROPERTY to enable the ASSOCIATION to perform its obligations, exercise its rights and fulfill its duties pursuant hereto. Such representatives shall not be deemed to have committed a trespass as a result thereof; provided, however, except in an emergency, an occupied building may not be entered unless such written notice of such proposed entry shall have been given or sent to the OWNER thereof at least five (5) days prior to such entry.

## ARTICLE V – Architectural Control

**5.01 Formation:** The ASSOCIATION shall establish an ARCHITECTURAL REVIEW BOARD (hereinafter referred to as the ARB). In the event the ASSOCIATION fails to appoint an ARB, the BOARD shall serve as the ARB.

**5.02 Architectural and Design Standards:** The ASSOCIATION shall administer through the ARB, and, from time to time, amend as necessary the DESIGN REVIEW MANUALS. The DESIGN REVIEW MANUALS will serve to establish the standards upon which the ARB is to base its approval or rejection of plans, construction, excavation, grading, landscaping, tree removal, or other work or action which in any way alters the exterior appearance of the ANNEXATION PROPERTY from its theretofore natural or improved state.

**5.03 Plan Approval Requirement:** No improvement, change, construction, addition, excavation, landscaping, tree removal or other work or action which in any way alters the exterior appearance of the ANNEXATION PROPERTY from its theretofore natural or improved state (and no change, alteration or other modification of any of the foregoing previously approved hereunder), and no addition to or modification of any improvement or landscaping (whether or not theretofore approved hereunder) shall be commenced or continued until the same shall have first been approved in writing by the ARB in accordance with the DESIGN REVIEW MANUAL.

**5.04 Review Process:** The review, evaluation and approval or disapproval of proposed plans for development of LOTS within the Estates at Country Club of the North shall be processed pursuant to the procedures established and set forth in the DESIGN REVIEW MANUAL.

**5.06 Basis of Approval:** Approval shall be based, among other things, upon conformity and harmony of the proposed plans with the standards set forth in the DESIGN REVIEW MANUAL, other structures on the PROPERTY, the effect of the location and use of IMPROVEMENTS on neighboring property, and conformity of the plans and specification to the general intent of and specific revisions of this DECLARATION.

**5.07 Failure to Approve:** In the event the ARB fails to approve any plans and specifications within thirty (30) days after their submission in such complete form as may be required by the ARB, said plans and specification shall be deemed to have been disapproved and rejected.

**5.08 Complete Authority:** Submission of plans for approval to the ARB constitutes acceptance of the decisions rendered by the ARB. It is acknowledged that the ARB has total, complete, absolute and final discretion and authority to approve or disapprove all plans as submitted.

**5.09 Liability:** Neither the DECLARANT, the ASSOCIATION, the BOARD, the ARB nor any member thereof, nor any of their respective heirs, personal representatives, successors or assigns shall be liable to anyone submitting plans for approval by reason of mistakes in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any plans. Every person and entity submitting plans to the ARB agrees by said submission that he or it will not bring any action or suit against the ASSOCIATION, the BOARD, the ARB or DECLARANT to act or to recover any damages.

**5.10 Scope of Approval:** No approval of plans and specifications and no publication or architectural standards bulletins shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed in representing or guaranteeing that any RESIDENCE will be built in a good and workmanlike manner.

**5.11 Approval Subject to Governmental Regulations:** Approval of any plans by the ARB shall not be interpreted or construed as an acceptance of plans that violate any and all applicable township, municipality, state and federal regulations, codes, ordinances, and statutes applicable to standards of building. The terms and conditions of this Article V and the DESIGN REVIEW MANUAL are deemed subordinate to any and all applicable regulations, codes, ordinances and statutes.

**5.12 Enforcement of Violation:** Any construction or IMPROVEMENTS which were not approved by the ARB as well as any failure to comply with the plans and specifications as submitted and approved by the ARB shall be the subject of a REGISTERED NOTICE from the ARB directing the OWNER and/or BUILDER to remove all such violative work at once. Removal shall commence within seven (7) days of REGISTERED NOTICE and shall progress until completion within thirty (30) days. Such removal shall be at the expense of the OWNER and/or BUILDER on whose LOT the construction and IMPROVEMENT is situated. In the event removal is not instituted and completed according to the terms and conditions set forth herein, the ASSOCIATION, its delegates or assigns may enter upon the portion of the PROPERTY involved to effect the removal with the cost thereof assessed against the OWNER of the LOT.

**5.13 Penalties: (Eighth Supplemental)** The ASSOCIATION may adopt fines for violations of the standards set forth by the ARB, including without limitation, the failure of an OWNER to comply with all lawn and landscaping maintenance standards established by the ARB. Said penalties, if imposed, shall be in addition to the removal of non-approved construction and IMPROVEMENTS, as set forth in Paragraph 5.12 herein-above. Violations of these standards shall be deemed to be violations of the terms of this Declaration, and therefore subject to all sanctions, penalties, compliance assessments, fines and enforcement actions applicable to violations of the Declaration to the fullest extent provided by the Declaration.

**5.14 Recreational Land:** Under no circumstances shall the terms and conditions of this Article V be construed to control the design, maintenance or operation of the RECREATIONAL LAND.

## ARTICLE VI – Protective Covenants and Restrictions

**6.01 Residential Usage:** Subject to the consolidation of two or more LOTS for construction of a RESIDENCE and related IMPROVEMENTS thereon, each LOT shall be used as a private dwelling for a single family and for no other purpose except such temporary uses as shall be permitted by DECLARANT while the PROJECT is being developed and LOTS are being sold by DECLARANT; provided, however, that DECLARANT reserves for itself the right, until all LOTS in all phases are sold (and escrows closed), to carry on normal sales activity on the MASTER SITE, including the operation of models and sales offices, provided that DECLARANT shall not unreasonably interfere with any other OWNERS' use of the COMMON AREA.

**6.02 Splits Prohibited:** No LOT shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise, so as to create a new LOT or building site.

**6.03 Transient Uses:** No RESIDENCES shall be rented or used for transient or hotel purposes except where the rental or use is associated with use of the GOLF COURSE or a tournament or special event taking place at the CLUB or GOLF COURSE. Transient or hotel purposes are defined as:

- A. Rental for a period of less than 30 days; or
- B. Rental under which occupants are provided customary services, such as room service for food and beverages, maid services, the furnishing of laundry and linen, busboy service, and similar services;
- C. Rental to roomers or boarders, that is, rental to one or more persons of only a portion of a RESIDENCE.

**6.04 Temporary Improvements:** No temporary building or structures shall be permitted on any portion of the PROPERTY, provided, however, trailers, temporary buildings, barricades, and the like, shall be permitted for construction purposes during the construction period for a permanent building and for sales purposes during the sale of LOTS and phases, provided, in addition, the ARCHITECTURAL REVIEW BOARD shall have theretofore approved in writing the design, appearance, and location of the same. Any permitted temporary IMPROVEMENTS shall be removed not later than fourteen (14) days after the date of completion of the building(s) for which said temporary structure was intended and shall be permitted for no longer than a period of one year, unless otherwise approved by the ARCHITECTURAL REVIEW BOARD.

**6.05 Quiet Enjoyment / Nuisance:** No OWNER or RESIDENT shall permit or suffer anything to be done or kept upon such LOT or RESIDENCE which will obstruct or interfere with the rights of quiet enjoyment of other OWNERS, RESIDENTS or occupants, or annoy them by unreasonable noises or otherwise. No OWNER shall commit or permit nuisance on the premises or commit or suffer any immoral or illegal act to be committed thereon. Each OWNER shall comply with all of the requirements of the Board of Health and of all other governmental authorities with respect to said premises and shall remove all rubbish, trash and garbage from the LOT.

There shall be no exterior fires whatsoever, except barbecue fires contained within receptacles made therefore. No odors shall be permitted to arise or to be emitted therefrom so as to render any portion of the PROPERTY unsanitary, unsightly, offensive or detrimental to any of the remainder of the PROPERTY or to the RESIDENTS or to the OWNERS thereof. No exterior lights, the principal beam of which shines upon portions of the PROPERTY, other than the LOT upon which they are located, or which otherwise cause unreasonable interference with the use and enjoyment of the PROPERTY or RESIDENCE by the occupants or the OWNERS thereof, shall be permitted on any LOT. No speakers, horns, whistles, bells, or other sound devices shall be located, used or placed on any LOT except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof. Music, either live or by recording device, that is so loud as to disturb adjacent OWNERS or RESIDENTS is prohibited. No garage or yard sales, auctions or similar activities shall be permitted upon any LOT.

**6.06 Trucks, Trailers, Mobile Homes, Recreational Vehicles and Boats:** No parking spaces other than those enclosed in garages on the PROPERTY shall be used for the parking of any trucks, trailers, mobile homes, recreational vehicles and boats or anything other than operative passenger automobiles. The words "Trailer" and "Recreational Vehicle" shall include trailer coach, house trailer, mobile home, motor home, automobile trailer, camper, camp car, or any other vehicle whether or not self propelled, constructed or existing in such a manner as would permit the use and occupancy thereof for human habitation and constructed in such a manner that it was, is, or may be mounted upon wheels or any similar transporting devices and used on streets and highways. The word "Truck" shall include and mean every form of cab, pickup truck, tractor and other attachments customarily hauled by such trucks including, but not limited to, flat bed trailers and other forms of platforms and enclosed or partially enclosed devices which would be pulled by a truck. Further the word "Truck" shall mean and include every other type of motor vehicle or equipment devised to be used with a motor vehicle with the exception of trailers and recreational vehicles and with the further exception of boats and operative passenger automobiles. This prohibition however, shall not be construed to prohibit the parking upon any uncovered parking area of any LOT of not more than two bicycles, mopeds or motorbikes for temporary periods of time, not to exceed eight hours in any twenty-four hour day. The prohibitions in this section shall not apply to such outdoor parking which is necessary or appropriate on a temporary basis to allow persons and/or their belongings to be moved in or out of, or delivered to, any RESIDENCE on the PROPERTY, or which is necessary or appropriate in connection with maintenance or repairs of any LOT, the COMMON AREA or of IMPROVEMENTS on any portion of the PROPERTY which IMPROVEMENTS are required or permitted under this DECLARATION.

**6.07 On-Street Parking:** No operative or inoperative passenger automobiles, trucks, trailers, mobile homes, recreational vehicles or boats shall be parked or placed on or within the streets at any time except as permitted by the rules of the ASSOCIATION. This Paragraph 6.07 shall not be construed to prohibit the temporary stopping or parking of trucks on a temporary basis for purposes of providing goods and/or services to any RESIDENTS or to prohibit on-street parking by guests of RESIDENTS.

**6.08 Service Screening Storage Areas:** Garbage, trash and refuse shall be placed in containers which shall be concealed and contained within the RESIDENCE or shall be concealed by means of screening wall of materials similar to and compatible with that of the RESIDENCE on the LOT or shall be concealed by sufficient landscaping to provide a permanent screen at all times of the year (e.g. evergreen vegetation). These elements shall be integrated with the RESIDENTS plan, be designed so as not to attract attention, and shall be located in as reasonably inconspicuous a manner as is possible. Unless specifically authorized by the ARB in writing, no material, supplies or equipment shall be stored on any LOT except inside the RESIDENCE, so that they are not visible from neighboring streets or properties.

**6.09 Animal Maintenance:** No animals shall be raised, bred or kept on any LOT or in the COMMON AREA except that common household pets, including dogs, cats, birds or fish may be kept on a LOT; provided however, that no animal shall be kept, bred or maintained for any commercial purpose or in unreasonable numbers as may be determined by the ASSOCIATION from time to time. As used herein, “unreasonable numbers” shall ordinarily mean more than two animals per LOT. Each OWNER shall be responsible for cleaning any excrement or other unclean or unsanitary condition caused by said animal on the LOT, COMMON AREAS or PROPERTY. All animals maintained on a LOT must be kept within an enclosure, yard or patio, or on a leash being held by a person capable of controlling the animal. No ‘runs” or “kennels” shall be permitted or maintained on the LOT. The ASSOCIATION, shall have the right to prohibit maintenance of any animal within the PROPERTY which, in the opinion of the ASSOCIATION, constitutes a private nuisance to any other person. Any person bringing an animal upon or keeping an animal within the confines of The Estates at Country Club of the North, shall be liable pursuant to the laws of the State of Ohio to each and all persons for any injury or damage to persons or property caused by such animal.

**6.10 Machinery and Equipment Hobbies:** No commercial machinery, or equipment of any kind shall be placed, operated or maintained upon any LOT except such machinery or equipment reasonably necessary for use in connection with maintenance or construction of IMPROVEMENTS as approved by the ARB. Hobbies or activities that tend to detract from the aesthetic character of the PROPERTY and IMPROVEMENTS used in connection with such hobbies or activities shall not be permitted unless carried out or conducted as directed by the ARB. This paragraph refers to, but is not limited to, such activities as automotive and boat repair, and sport activities involving equipment placed on a LOT outside a RESIDENCE such as detached basketball hoops with backboards placed on a permanent pole, permanently anchored soccer goals, or swing sets, etc.

**6.11 Landscaping:** All landscaping installed on a LOT shall be installed only in accordance with the architectural and design standards established by the ARB. No alterations, modifications or changes shall be permitted except with permission of the ARB.

**6.12 Gardens:** Any plot within a LOT utilized for the propagation of edible vegetation shall not exceed a total of eighty (80) square feet. Any such plot shall be properly maintained to prevent the growth of weeds or other noxious plants. The plot shall be fully screened by means of ornamental or decorative plants, shrubs and trees. All gardens shall be maintained in accordance with the landscaping standards established by the ARB.

**6.13 Removal of Trees:** In order that the natural beauty of the PROPERTY may be preserved, no living tree having a caliper measurement or diameter of 6" or more shall be destroyed or removed from any LOT unless approved by the ARB in connection with its approval of the plans and specifications for the construction of IMPROVEMENTS or otherwise with the prior express written consent of the ARB. In the event of the violation of this paragraph, DECLARANT, the ARB or the ASSOCIATION and their respective representatives may, at any of their option, cause any tree so removed or destroyed to be replaced with another tree and the OWNER shall reimburse DECLARANT, the ARB or the ASSOCIATION for all expenses therein incurred by it; provided, however, that with respect to the replacement of a tree, there shall be no obligation of reimbursement of any amount in excess of the expenses which would be incurred if the destroyed or removed tree were replaced with a tree similar in type and size. The ASSOCIATION may assess and collect such reimbursement (for itself or on behalf of DECLARANT, as the case may be) in the same manner as it assesses and collects yearly assessments, and such amounts shall become part of the assessment against and a lien upon the LOT as provided for herein.

**6.14 Drainage and Grading:** No drainage ditches, swales, streams, impoundments, ponds or lakes; no mounds, knobs, dams, or hills; and no other physical IMPROVEMENTS or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be destroyed, altered or modified by or at the direction or with the consent of any OWNER without the prior written consent of the ASSOCIATION. No IMPROVEMENTS to an LOT shall be made in any manner whatsoever that are inconsistent with the master grading plans established by DECLARANT or its successors or assigns for the PROPERTY, as they now exist or may hereafter be modified from time to time, without the prior written consent of the ASSOCIATION. In the event of any destruction, alteration, modification, or improvement made or occurring without such prior consent of the ASSOCIATION, DECLARANT, the ASSOCIATION and their respective representatives shall have the joint and several rights to enter upon any LOT and to remedy or repair any such destruction, alteration, modification, or improvement without being guilty of trespass and without liability to any OWNER with respect to the same, or the consequences thereof. Whenever, because of construction of IMPROVEMENTS on a LOT or for some other reason, silt would run off of a LOT, siltation control measures shall be implemented to prevent silt from running off of such LOT onto such adjacent PROPERTY.

**6.15 Commercial Activity:** No lot shall ever be used, or caused to be used or allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, mercantile, manufacturing, storage or other non-residential purposes. The provisions of this section shall not preclude professional and administrative occupations so long as there is no evidence of occupations visible to or affecting the PROPERTY and for so long as such occupations are in conformance with all applicable governmental regulations. Any such use of a LOT must be merely incidental to the use of a LOT as a RESIDENCE.

**6.16 Parking:** All streets within the PROJECT are private and are subject to the covenants and terms of the DECLARATION, as well as all applicable laws, ordinances and regulations of all governmental agencies having jurisdiction over the PROPERTY. Additionally, the ASSOCIATION may adopt reasonable RULES AND REGULATIONS regarding the parking of vehicles on the PROPERTY and procedures to enforce such rules and regulations, including but not limited to, the levying of fines and citing and towing violating vehicles. No vehicle shall be



parked within the private streets maintained by the ASSOCIATION at any time except as permitted by the rules of the ASSOCIATION and as provided in Section 6.07. No vehicle shall be parked upon any driveway of any RESIDENCE for any continued period in excess of 48 hours without the express prior written approval of the BOARD. Each OWNER shall keep his garage readily available for parking of his respective vehicles and shall not store any goods or materials therein. All garage doors shall remain closed at all times, except as reasonably required for entry to and exit from the garage. No OWNER shall conduct major repairs to any motor vehicle of any kind whatsoever in his garage or driveway or upon the COMMON AREA, except for emergency repairs thereto, and then only to the extent necessary to enable the vehicle to be removed to a repair facility.

**6.17 Utility Service:** No lines, wires or other devices for communication purposes, including telephone, television, data and radio signals, or for transmission of electric current or energy shall be constructed, placed or maintained anywhere in or upon the PROPERTY unless the same shall be in or by conduits or cables constructed, placed and maintained underground or concealed in, under or on a RESIDENCE or other approved IMPROVEMENTS, provided, however, above ground electrical transformers and electrical equipment may be permitted if properly screened and approved by the ARB. In addition, all gas, water, sewer, oil and other pipes for gas or liquid transmissions, shall also be placed underground or within or under RESIDENCES. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incident to the construction of approved IMPROVEMENTS. In addition to the covenants set forth herein, no appliances or installations on the exterior of an RESIDENCE or accessory structure shall be permitted unless they are designed in such a manner that they are not visible from the streets, other RESIDENCES, and adjoining PROPERTY, and they have been approved in writing by the ARB, which shall have the right to approve or disapprove the size, shape, style, noise level, and provisions for screening of any roof mounted equipment. Under no circumstances will outside antennas, disks, aerials, antenna poles, antenna masts, electronic devices, antenna towers, citizen band (CB) or amateur band (HAM) antennas be permitted unless maintained completely inside a RESIDENCE.

**6.18 Maintenance of Lots and Buildings: (Eighth Supplemental)** No LOT, RESIDENCE or other IMPROVEMENT shall be permitted to become overgrown, unsightly or to fall into disrepair. ALL RESIDENCES and IMPROVEMENTS shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specification established by the ARB. The maintenance obligations of this section expressly include, without limitation, the obligation of all OWNERS to comply with all lawn and landscaping maintenance standards established by the ARB which provide that:

“No LOT or other IMPROVEMENT shall be permitted to become overgrown, unsightly or fall into disrepair. The minimum standard of maintenance for lawn and landscaping shall include: the replacement of all dead plant material; regular pruning of shrubs and perennials; beds that are kept free of weeds and the regular application of a wood mulch product to present and maintain a neat and clean appearance. Lawns must be mowed weekly when actively growing to maintain a well-manicured appearance. Lawn fertilizer and weed control methods must be sufficient to promote healthy turf that is reasonably weed free. Irrigation should be sufficient to ensure the survival of landscaping installations and lawns during hot, dry periods of weather unless local watering restrictions are in effect. OWNERS shall be responsible for maintenance of all

landscaping in rights-of-way and easements located on OWNER'S property, unless the ASSOCIATION clearly assumes this duty. Determinations regarding violations of the minimum standards for maintenance of lawns and landscaping shall be made by the ARB, the ASSOCIATION, and its duly authorized representatives. In the event that a determination is made that a violation of the minimum standards of lawn and landscaping maintenance exists, a written notification will be provided to the OWNER specifically detailing all conditions that must be corrected and providing a reasonable period of time in which the OWNER must correct the violations prior to the ASSOCIATION taking enforcement and/or actions to remediate the violation as provided in the Declaration."

Each OWNER for himself and his successors and assigns, hereby grants to DECLARANT and the ASSOCIATION, jointly and severally, the right to enter onto any LOT of an OWNER upon prior written notification for the purpose of remediating previously noticed and uncured violations, and to make necessary alteration, repairs or maintenance to carry out the intent of this provision and to bring the OWNER'S LOT into compliance with all maintenance and ARB standards. All OWNERS further agree and covenant to be held financially responsible for any costs and expenses incurred by the ASSOCIATION in carrying out the foregoing. The ASSOCIATION, on behalf of itself or the DECLARANT, may additionally assess fines and compliance assessments as established by Article II, Section 2.04(ii) and Article IX, Section 9.04 of the Declaration to enforce the covenants and restrictions and to collect such reimbursement as may be due.

**6.19 Signs:** No sign, poster, display or other advertising device of any kind shall be displayed to the public view on or from any LOT or any of the COMMON AREAS and facilities without the approval of the ASSOCIATION or the ARB, except such signs as may be used by DECLARANT in connection with the development of the PROPERTY and sale of LOTS. All realtors or OWNERS who list properties at The Estates at Country Club of the North for resale in the future must comply with the community standard signage program. The Design Review Manuals incorporated into the Document as Exhibits E and F describe the only permitted signs at The Estates at Country Club of the North. Local suppliers, which will be identified by the ASSOCIATION, will be able to provide acceptable signs with broker name, phone number and realtor name. Open house signs will not be permitted at anytime.

**6.20 Mineral Exploration:** The PROPERTY shall not be used in any manner to explore for, use, or exploit commercially any water, oil or other hydrocarbons, minerals of any kind, gravel, earth, soil, or any other substance located in or under the ground.

**6.21 Easement Across LOTS Adjacent to RECREATIONAL LAND:** Until such time as construction of a RESIDENCE is completed on a LOT which borders the RECREATIONAL LAND, DECLARANT, the ASSOCIATION, or the GOLF COURSE operator (as selected from time to time by the CLUB) of the RECREATIONAL LAND shall have an easement to permit and authorize their agents and registered golfers and their caddies to enter upon such a LOT to recover a ball or play a ball, subject to the official rules of the GOLF COURSE. Once the construction of a RESIDENCE is completed on a LOT which borders the RECREATIONAL LAND, DECLARANT, the ASSOCIATION, or the operator of the RECREATIONAL LAND shall have an easement to permit and authorize their agents and registered golfers and their caddies to enter upon any portion of such LOT adjacent to RECREATIONAL LAND on the recorded subdivision plat creating said LOT to do every act reasonable and proper to the playing

of golf on the GOLF COURSE. Such acts shall include, but not be limited to, the recovery of golf balls from such LOT and the flight of golf balls over and upon such LOT. No OWNER shall have any right to object to or seek the enjoining of the common and usual activities associated with the game of golf and with all the normal and usual activities of operating and maintaining a GOLF COURSE, including the usual and common noise level created by the playing of the game of golf and operating equipment to irrigate and maintain the GOLF COURSE. Further, no Bermuda grass, except that of a variety recognized to be pollen free, shall be grown or permitted in the RECREATIONAL LAND. The LOTS adjacent to RECREATIONAL LAND shall also be subject to an easement to permit the GOLF COURSE operator to overspray the LOT with water or chemicals used on the GOLF COURSE from time to time.

**6.22 Interference with Play of GOLF COURSE:** (Third Supplemental) OWNERS of LOTS shall be obligated to refrain from any actions, which would detract from the playing qualities of the GOLF COURSE. During any golf tournament held at the GOLF COURSE which is sanctioned by any professional golfer's association or international, national or state amateur golf organization, OWNERS of LOTS shall suspend all construction activity, lawn maintenance and all other abnormally noisy activities which may cause disturbance to the play on the GOLF COURSE.

**6.23 Right of Entry:** DECLARANT and the ASSOCIATION, and their respective representatives, shall have the right, during reasonable hours, to enter upon and inspect any LOT or RESIDENCE whether prior to, during, or after the completion of any construction of IMPROVEMENTS, for purposes of determining whether or not the provisions of these RESTRICTIONS are being complied with, and exercising all rights and powers conferred upon DECLARANT, the ARB and the ASSOCIATION in this DECLARATION with respect to the enforcement or correction or remedy of any failure of the OWNER to observe these restrictions; and DECLARANT, the ARB and the ASSOCIATION and such representatives shall not be deemed to have committed a trespass as a result thereof. Notwithstanding the foregoing, an occupied RESIDENCE may not be entered hereunder unless written notice of such proposed entry shall have been given to the RESIDENT at least five (5) days prior to such entry.

**6.24 View Restrictions:** Subject to the provisions set forth in the DESIGN REVIEW MANUAL, no vegetation, improvement, wall, fence or other obstruction shall be planted, constructed or maintained on any LOT in such location or of such height as to unreasonably obstruct the view from any other LOT. Each OWNER of a LOT shall be responsible for periodic trimming, pruning and thinning of all hedges, shrubs and trees located on his LOT so as to not unreasonably obstruct the view of adjacent OWNERS. If an OWNER fails to perform necessary trimming, pruning or thinning, the ASSOCIATION shall have the right to enter upon such LOT for purposes of performing such work. Each OWNER by accepting a deed to a LOT hereby acknowledges that any construction or installation by DECLARANT and other OWNERS may impair the view of such OWNER, and hereby consents to such impairment. In addition, by virtue of the promulgation, adoption and enforcement of architectural and landscape guidelines and the Building Envelopes or otherwise, neither the DECLARANT, the ARB nor the ASSOCIATION, or the MEMBERS, employees or consultants of the foregoing, have made any representation whatsoever concerning the view, if any, from any LOTS, RESIDENCES, or other IMPROVEMENTS thereon.

**6.25 Private Golf Carts and Private Carts: (Third Supplemental)** No RESIDENT will be permitted to operate a privately owned golf cart within RECREATIONAL LAND or on the streets or sidewalks on the PROPERTY. No golf carts shall be driven on the streets or sidewalks of the PROPERTY unless said operation is within clearly marked and identified golf cart crossings for purposes of traveling to and from play within the GOLF COURSE.

“PRIVATE CARTS” shall be solely for the purpose of transporting passengers rather than for playing golf and shall be permanently equipped with the following: operable head lights and tail lights, turn indicators, and front and rear passenger seating. Additionally, all PRIVATE CARTS must be electric and shall have a maximum speed of fifteen (15) miles per hour. The color, style and type of all PRIVATE CARTS must be submitted to the ARB by the RESIDENT and approved in writing by the ARB. RESIDENTS shall be permitted to operate a PRIVATE CART approved by the ARB solely for the purpose of transporting passengers on any private street within the PROPERTY. No RESIDENT shall be permitted to operate a PRIVATE CART on RECREATIONAL LAND or on sidewalks.

**6.26 Exemption of DECLARANT:** Nothing in this Article or elsewhere in this DECLARATION shall limit in any manner whatsoever the rights of DECLARANT to complete the planning, development, grading, construction, advertising, marketing, leasing and sales of the LOTS, and all other property within the MASTER SITE (including any property which may be annexed thereto pursuant to the provisions of this DECLARATION), including, without limitation, the following specific rights, which may be exercised by DECLARANT, or by its agent and employees, in conjunction with such development and marketing, for a period of ten (10) years from the date of recordation of this DECLARATION, or until all LOTS in the PROPERTY and all other PROPERTY in the MASTER SITE are sold (and escrows closed), whichever shall first occur:

- A. The right to maintain and operate one (1) or more advertising, sales or leasing offices(s) located upon any LOT(s) owned by DECLARANT or upon any COMMON AREA without payment of rent or approval of the ASSOCIATION;
- B. The right to post and display from an LOT(s) owned by DECLARANT or from any COMMON AREA any sign, flag, banner, billboard or other advertising which DECLARANT may, in its sole discretion, deem appropriate, irrespective of size, color, shape or materials of such items;
- C. The right to install, place, replace construct, reconstruct, modify or remove any improvement from any LOT owned by DECLARANT or from any COMMON AREA, as DECLARANT may, in its sole discretion, deem appropriate; provided that in the event DECLARANT removes any ASSOCIATION owned improvement it shall replace said improvement with an improvement of substantially similar value, appearance, and utility within a reasonable period following completion of any work necessitating the removal of the improvement;
- D. The right to conduct any commercial activity upon any LOT owned by DECLARANT or upon any COMMON AREA and facilities which reasonably relates to the development, marketing, leasing or sale of LOTS; and
- E. The right to park vehicles upon any LOT owned by DECLARANT or upon any COMMON AREA and facilities.

## ARTICLE VII – Easements

**7.01 Owners' Easements:** Every OWNER, including the owner of the FISCHER LOT, shall have a nonexclusive right and easement of access, use and enjoyment in and to the COMMON AREA and private streets thereon. Said right and easement shall be appurtenant to and shall pass with title to every LOT, subject to the limitations set forth in this Article VII.

**7.02 Limitations on OWNERS' Easement Rights:** The rights and easements of access, use and enjoyment set forth in Paragraph 7.01 herein above shall be subject to the provisions of this DECLARATION, including, but not limited to the following:

- A. The right of the ASSOCIATION to establish and enforce reasonable RULES AND REGULATIONS pertaining to the use of the COMMON AREA and all facilities located thereon;
- B. The right of the ASSOCIATION to dedicate or transfer all or any part of the COMMON AREA to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the OWNERS. No such dedication or transfer shall be effective unless approved by two-thirds (2/3) of the voting power of the ASSOCIATION and a certificate executed by the President and the Secretary of the ASSOCIATION evidencing such approval shall be recorded in the office of the County Recorder for Greene County, Ohio;
- C. The Right of the DECLARANT (and its sales agents, representatives and customers) to the nonexclusive use of the COMMON AREA and the facilities located thereon, without charge, in order to market, show, sell and otherwise dispose of LOTS in Phase I and in the ANNEXATION PROPERTY, which rights DECLARANT hereby reserves; provided, however, that such use shall cease upon the date that DECLARANT no longer owns a LOT or PROPERTY;
- D. The right of the ASSOCIATION acting by and through its ARB to enforce uniform and reasonable architectural guidelines;
- E. The right of DECLARANT to designate additional PROPERTY;
- F. The right of the ASSOCIATION to fulfill its obligations for maintenance, operation, repair and replacement of all COMMON AREAS;
- G. The right of the ASSOCIATION to reasonably restrict access to the COMMON AREAS;
- H. Any limitations, restrictions or conditions affecting the use, enjoyment or maintenance of the COMMON AREA imposed by the DECLARANT or public agencies including, but not limited to, the rights of the township and county, or such other governmental agency having jurisdiction to use their vehicles over those portions of the COMMON AREA designed for vehicular movement to perform municipal functions or emergency or essential public services.

**7.03 Vehicular Traffic:** Vehicular Traffic shall be limited to the private streets depicted on the PLAT(S) of the PROPERTY, with the exception that the DECLARANT, the ASSOCIATION, and suppliers of utility and governmental services shall have the additional easement right to take vehicles and equipment over any part of the COMMON AREA (and shall also have the

obligation to repair and pay for any damage done through the exercise of this additional easement, even though not negligent). This easement is also for the benefit of all persons and organizations who or which supply necessary or appropriate health, police, fire, safety, utility or any form of government services to any LOT or any portion of the PROPERTY or to any person, RESIDENT or PROPERTY thereon.

**7.04 Utility Easements:** DECLARANT reserves to itself, its grantees, successors and assigns an additional easement in, through, under and/or over those portions of each LOT, COMMON AREA, and MULTI-UNIT PARCEL as shown on the PLAT and ANNEXATION PROPERTY designated as easements, or where such rights of way are necessary for the construction, operation and maintenance of sanitary sewer, water, electricity, gas, telephone, cable television or CATV lines and conduits or any other public utility facilities, and no structure shall be erected or maintained upon any part of any LOT, COMMON AREA, RECREATIONAL LAND, PARCEL and private streets over or upon which easements for the installation and maintenance of such public utilities have been granted.

**7.05 Landscape Easement:** DECLARANT reserves to itself, its grantees, successors and assigns an additional easement in, through, under and/or over those portions of each LOT, COMMON AREA, and PARCEL as shown on the PLAT and ANNEXATION PROPERTY designated as LANDSCAPE EASEMENT. Said LANDSCAPE EASEMENT shall be maintained by the ASSOCIATION for the benefit of all owners. The design of the vegetation and other decorative IMPROVEMENTS within each LANDSCAPE EASEMENT shall be maintained and included within the normal maintenance responsibilities of the ASSOCIATION. No owner of any LOT within which a LANDSCAPE EASEMENT is in existence shall conduct any activity which would result in the alteration or demise of the decorative features established thereon without prior written permission of the ARB.

**7.06 Golf Club Easement:** CLUB and its respective successors and assigns, is hereby granted a non-exclusive easement in, through, under and/or over the COMMON AREA, private streets, and those portions of the PROPERTY identified on any PLAT as being reserved for utility purposes. The uses permitted by virtue of this easement shall include, but not be limited to, construction, operation and maintenance of the GOLF COURSE.

**7.07 Power of Attorney:** Each OWNER of a LOT, by acceptance of a deed to a LOT, appoints the President of the ASSOCIATION his, her or its Attorney-in-Fact to execute, deliver, acknowledge and record, for and in the name of such OWNER, deeds of easement, licenses permits and other instruments as may be necessary or desirable, in the sole discretion of the BOARD, to further establish or effectuate the foregoing easements and rights. This power is for the benefit of each and every OWNER of a LOT, the ASSOCIATION, and the PROPERTY, runs with the land, is coupled with an interest and is irrevocable.

**7.08 Sidewalk Easement:** DECLARANT hereby covenants for itself, its grantees, successors and assigns that the CLUB, GOLF COURSE operator (as selected by the CLUB from time to time), and each and every CLUB MEMBER, OWNER, RESIDENT, TENANT and invitee shall have non-exclusive reciprocal easements appurtenant on and over all sidewalks located on LOTS for pedestrian access, use and enjoyment.

**7.09 Cart Path Easement:** DECLARANT hereby covenants for itself, its grantees, successors and assigns that the CLUB, GOLF COURSE operator (as selected by the CLUB from time to time), each and every OWNER, RESIDENT, CLUB MEMBER, TENANT and invitee shall have a non-exclusive reciprocal easement appurtenant on and over, specifically designated portions of the cart paths and tunnels within the RECREATIONAL LAND that are specifically designated for pedestrian access, use and enjoyment as shown on Exhibit G attached hereto. The provisions of this Paragraph 7.09 shall not be interpreted as granting an easement or any other right to use, travel over, and upon, any other portions of cart paths within the RECREATIONAL LAND except those described on Exhibit G.

**7.10 General:** The easements and grants provided within this Article VII shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this DECLARATION in any deed of conveyance or in any mortgage or any other evidence of obligation shall not defeat or fail to reserve said rights or easements, but the same shall be deemed conveyed or encumbered, as the case may be, along with the LOT, COMMON AREA, PARCEL and RECREATIONAL LAND.

## ARTICLE VIII – Common Areas

**8.01 Transfer of Title:** DECLARANT hereby covenants, for itself, its grantees, successors and assigns that it will convey to the ASSOCIATION, fee simple title to, or a nonexclusive easement in, the COMMON AREA and private streets, free and clear of all liens and encumbrances, subject to the covenants set forth in this DECLARATION and any amendments thereto. It is the intent of DECLARANT to transfer, by means of the platting process, and/or by special warranty deed, fee simple title in all portions of the PROPERTY designated on the PLAT for Phase I and for all ANNEXATION PROPERTY those portions noted thereon as COMMON AREA which include, but are not limited to, entrance features, parks, streets, drives, and roads.

**8.02 Maintenance and Use:** Once the ASSOCIATION acquires title to the COMMON AREA, or any portion thereof, or acquires a non-exclusive easement in the COMMON AREA or any portion thereof, said ASSOCIATION shall undertake full responsibility for maintenance of the IMPROVEMENTS within the COMMON AREA and shall not alter, nor shall it permit the alteration of, any IMPROVEMENTS contained within the COMMON AREA or any portion thereof. Specifically, the ASSOCIATION shall maintain at the level of their current standards of quality all entrance features, signs, lighting and landscaping constructed upon the PROPERTY by DECLARANT and/or the CLUB. The ASSOCIATION shall not abandon, partition, subdivide, alienate, release, transfer, hypothecate, or otherwise encumber the COMMON AREA unless specifically permitted pursuant to Paragraph 8.07 herein.

**8.03 Irrigation Systems:** DECLARANT has installed irrigation systems at the main entrance and other COMMON AREAS, which are under the care and control of the ASSOCIATION. The water supplied to the irrigation system is integrally tied into the GOLF COURSE irrigation system. The water supplied by the GOLF COURSE operator (as selected by the CLUB from time to time) to the ASSOCIATION for the ASSOCIATION'S benefit and maintenance of features at the main entrance and other COMMON AREAS will be metered and the ASSOCIATION will be billed for the quantity of water used. The ASSOCIATION shall be responsible for payment of the quantity of water used.

Supply of water by the GOLF COURSE operator through the irrigation system is subject to termination by the GOLF COURSE operator at any point and within the sole discretion of the GOLF COURSE operator. In the event of termination by the GOLF COURSE operator, the ASSOCIATION shall irrigate the main entrance and other COMMON AREAS by use of the public water supply.

**8.04 Third Party Conveyance:** The ASSOCIATION shall not accept the conveyance of any real property from any third party, in either an improved or unimproved condition, without the prior written consent of DECLARANT.

**8.05 Commencement of ASSOCIATION Responsibilities:** The ASSOCIATION'S responsibility to maintain the COMMON AREAS conveyed by DECLARANT to the ASSOCIATION shall commence concurrently with the recordation of the PLAT and/or special warranty deed, whichever occurs first, conveying the COMMON AREA, as the case might be. The ASSOCIATION shall be obligated to accept title to the COMMON AREA, and undertake all maintenance responsibilities for the COMMON AREA when title is conveyed and maintenance responsibilities are tendered by DECLARANT.



**8.06 Use of COMMON AREAS:** All OWNERS by reason of such ownership, shall have a right and easement of enjoyment in the COMMON AREAS and facilities for so long as they are OWNERS. Such right and easement is appurtenant to each LOT and shall not be transferrable except that it shall automatically transfer with the transfer of the ownership of a LOT. The CLUB, its successors and assigns shall have a non-exclusive easement and right of enjoyment in the COMMON AREAS and facilities and the IMPROVEMENTS thereon. Said non-exclusive easement is appurtenant to the RECREATIONAL LAND. All RESIDENTS shall have a nontransferable privilege to use and enjoy the COMMON AREA for so long as they are RESIDENTS within the previously defined meaning of that term. For purposes of this Article only, the terms OWNER and RESIDENT shall also include the guests, and invitees of any OWNER and RESIDENT, if and to the extent the BOARD in its absolute discretion so directs. All such rights, easements, and privileges in this section set forth, however, shall be subject to the further provisions of this DECLARATION and the right of the BOARD to promulgate and adopt reasonable rules and regulations pertaining to the use of the COMMON AREAS, which in the sole discretion of the BOARD shall serve to promote the safety and convenience of the users of the COMMON AREA and will be in the interests of the OWNERS and RESIDENTS.

**8.07 Authority to Convey:** Notwithstanding the rights, easement and privileges granted under this Article VIII, the ASSOCIATION shall nevertheless have the power and authority to convey and dedicate any property or easement or right of way over any PROPERTY referred to in this Article VIII, free and clear of all such rights, easements and privileges, if such conveyance or dedication is for use as a public roadway or pedestrian walkway, or to a public or private utility for the installation, operation or maintenance of utility services. Any other conveyance or dedication of COMMON AREAS and facilities shall be made only for public purpose and, if made for a purpose other than those specified in this Section 8.07, only by an affirmative vote of at least two-thirds (2/3) of the voting members of the ASSOCIATION represented in person or by proxy entitled to vote at a meeting (annual or special) called for such purpose.

## ARTICLE IX – Assessments

**9.01 Creation and Identification of Assessments:** The DECLARANT, for each OWNER within the PROJECT, hereby covenants, and each OWNER and/or BUILDER of any LOT, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the ASSOCIATION:

- A. Regular Assessments;
- B. Compliance Assessments;
- C. Special Assessments;
- D. Initial Reserve Contribution Assessments;
- E. Annexation Property Assessments;
- F. Such other assessments as the ASSOCIATION may periodically establish

**9.02 Regular Assessments:** Each LOT and the OWNERS and/or BUILDERS thereof, shall be subject to annual operating assessments to be determined, assessed and collected as hereinafter provided for the following purposes:

- A. To defray the administrative costs or expenses incurred by the ASSOCIATION in the exercise of its powers, authority and duties described herein;
- B. For the protection of the health, safety, enjoyment and welfare of the OWNERS, BUILDERS, and occupants of the PROPERTY;
- C. To enhance the values and amenities of the PROPERTY, by means of the construction, repair, and maintenance of the COMMON AREA, and, to the extent not performed by the appropriate public authorities concerning the PROPERTY, including, but not limited to, the payment of taxes and insurance on the COMMON AREA, the cost of purchase, construction, improvement, repair, beautification, alteration, operation, replacement of and additions to the COMMON AREA and the cost of labor, equipment, materials, utility services, management and supervision with respect thereto, and the maintenance of a reasonable reserve.

**9.03 Regular Assessment:** For the purpose of providing funds for uses specified in Article 9.02 hereof, the BOARD shall, for each year, commencing with the year 1993, affix and assess, a yearly assessment against each LOT by establishing a budget for 1993 and dividing the budget by the number of LOTS included in the PROPERTY. Notwithstanding anything in this Section 9.03 to the contrary, there shall be a minimum annual REGULAR ASSESSMENT for any LOT in the amount of Fifty Dollars (\$50). In making each such assessment, the BOARD shall separately assess each LOT, and each such LOT shall be charged with and be subject to a lien for the amount of the REGULAR ASSESSMENT.

**9.04 Compliance Assessment: (Eighth Supplemental)** The ASSOCIATION shall be entitled to levy fines at the discretion of the ASSOCIATION and may additionally levy compliance assessments against an individual LOT or LOTS for violations of the covenants, conditions and restrictions contained in the Declaration and to reimburse the ASSOCIATION for all costs and expenses incurred with respect to remediating violations that exist upon any LOT, including without limitation, for any OWNER'S failure to comply with maintenance, lawn, and landscaping standards established by the ARB. Any such compliance assessment shall become due and payable on such date as the ASSOCIATION determines.

**9.05 Special Assessment:** In any fiscal year the BOARD may not, without the vote or written assent of OWNERS in attendance at a duly called meeting of the ASSOCIATION, levy SPECIAL ASSESSMENTS to defray the costs of any action or undertaking on behalf of the ASSOCIATION which, in the aggregate, exceeds five percent (5%) of the budgeted gross expenses of the ASSOCIATION for that fiscal year. Every SPECIAL ASSESSMENT shall be levied upon the same basis as that prescribed for the levying of REGULAR ASSESSMENTS set forth in Paragraph 9.03 herein above. The five percent (5%) limitation shall not apply to the levy of special assessments necessary to cover expenses incurred in emergency situations which include extraordinary expenses required by a court of competent jurisdiction; extraordinary expenses necessary to repair or maintain IMPROVEMENTS within the project where a threat to personal safety is discovered; or an extraordinary expense necessary to repair or maintain any improvement to the PROPERTY to which the ASSOCIATION is responsible that could not have been reasonably foreseen by the BOARD in preparing the operating budget.

**9.06 Initial Reserve Assessment: (Seventh Supplemental)** Each initial purchaser of a LOT (whether from DECLARANT or a grantee, successor or assignee of DECLARANT, and whether of a LOT now subject hereto or a LOT hereafter subject to this Declaration) shall, at the time of the closing of the purchase of the LOT, contribute to the ASSOCIATION the sum of One Thousand Five Hundred Dollars (\$1,500.00) to create an operating reserve fund, so that funds will be available to the ASSOCIATION to pay its obligations when and as they become due. This contribution shall be nonrefundable and shall not be in lieu of a credit against any other assessments hereinafter provided. DECLARANT, for itself, its successor or assignee, reserves the absolute right to use and appropriate any portion or all of the operating reserve fund for any purpose that DECLARANT in its absolute discretion determines is in the best interest of and for the use and benefit of the ASSOCIATION and/or the PROPERTY.

**9.07 Annexation Property Assessment:** With respect to LOTS and ANNEXATION PROPERTY, hereafter subjected to this DECLARATION, those LOTS and the OWNERS thereof shall be subject to operating assessments at the latter of (i) the first month following the month and year those LOTS are subjected to this DECLARATION, and (ii) the time when the LOTS subjected to the DECLARATION hereby are subjected to operating assessments. The amount levied against LOTS subjected to this program during a calendar year shall be the same amount levied against the LOTS already subjected hereto, prorated, however, in the proportion that the number of full calendar months remaining in that calendar year from the date subjected to this program is to twelve.

**9.08 Declarant Exemption:** The DECLARANT is specifically exempt from application of the assessment portions of this Article IX. Specifically, DECLARANT is exempt from the assessments set forth in Sections 9.03, 9.04, 9.05, 9.06 and 9.07. Until such time as a sufficient

number of LOTS are owned by RESIDENTS, DECLARANT shall annually contribute a sum of money in an amount sufficient to subsidize the ASSOCIATION's shortfall in its budget for that budget year. DECLARANT reserves the right to restrict, diminish or discontinue the amount, nature and character of the subsidy provided for in this Section 9.08.

**9.09 Annual Budget and Statements: (Fourth Supplemental)** On or before December 1st of each year, or as soon as shall be practicable thereafter, the BOARD shall establish a budget for the ASSOCIATION for the ensuing calendar year, which shall be the basis of the REGULAR ASSESSMENT calculations referred to in Section 9.03 above. As soon after said budget is established, the BOARD shall send a written statement to each OWNER setting forth the amount of the budget established for the ensuing calendar year, together with the amount of the REGULAR ASSESSMENT set for the ensuing year and the frequency of payment therefore (e.g. monthly, quarterly, etc.). In the event the BOARD determines for some reason that the budget must be adjusted after the initial budget has been distributed to the OWNERS, the BOARD may send a written statement to each OWNER setting forth the amount of the revised budget, together with the amount of the adjusted REGULAR ASSESSMENT required to fund said revised budget. If a RESIDENCE is built across two LOTS, or an OWNER combines LOTS to create an assessable parcel for real property tax purposes, the OWNER shall be charged a REGULAR ASSESSMENT for each LOT or portion thereof. The REGULAR ASSESSMENT may be billed, in annual, semiannual, quarterly or monthly installments, as the ASSOCIATION shall determine in its sole discretion.

**9.10 Interest on Delinquent Assessment:** If an OWNER or BUILDER shall fail to pay any ASSESSMENT within thirty (30) days following the date of issuance of the statement therefore, the same shall be deemed delinquent and will bear interest at the rate of eighteen percent (18%) per annum or such other legal rate as may be set by the BOARD from time to time.

**9.11 Delinquency for More than 90 Days:** If any OWNER or BUILDER shall fail to pay any ASSESSMENT within thirty (30) days following the date of issuance of the statement therefore, the same shall be deemed delinquent and will bear interest at the rate of eighteen percent (18%) per annum or such other legal rate as may be set by the BOARD from time to time.

**9.12 Rules and Procedures for Billing and Collecting Assessments:** The BOARD shall have the power and authority to adopt rules and procedures respecting the billing and collection of the ASSESSMENTS which shall be binding on all OWNERS, provided that such procedures shall not be inconsistent with the provision of this Article IX.

**9.13 Certification of Status of Assessments:** Upon demand by an OWNER, the ASSOCIATION shall with a reasonable period of time thereafter issue and furnish to such OWNER or BUILDER a certificate stating that the ASSESSMENTS or installments thereof (including interest and costs, if any) have been paid with respect to any specified LOT as of the date of such certificate, or if all ASSESSMENTS and installments thereof have not been paid, setting forth the amount (including interest and costs, if any) due and payable as of such date. The ASSOCIATION may make a reasonable charge for the issuance of such certificate, which must be paid at the time that the request for such certificate is made. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein

stated as between the ASSOCIATION and any bona fide purchaser of, or lender on, the LOT in question.

**9.14 Establishment of Lien for Regular Assessments:** The REGULAR ASSESSMENT, together with the continuing obligation to pay all REGULAR ASSESSMENTS in all future years and all installments thereof, shall be and remain a first charge against, and a continuing first lien upon each LOT, which shall bind such PROPERTY in the hands of the OWNER or BUILDER, his or its heirs, executors, administrators, successors and assigns, and said charge and lien shall be superior to any and all other charges, liens, or encumbrances which may hereafter in any manner arise or be imposed upon the LOT whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instrument, saving and excepting only such liens for taxes or other public charges as are by applicable law made superior thereto and the lien of a bona fide first mortgage on the subject LOT. If a REGULAR ASSESSMENT is past due more than thirty (30) days, the BOARD may, at its discretion, file notice of the amount of the lien with the Greene County, Ohio Recorder. Notwithstanding any such filing of a notice of the amount of the lien for a REGULAR ASSESSMENT, the lien therefore, is an automatic and continuing lien as above stated.

**9.15 Establishment of Lien for Other Assessment:** Any COMPLIANCE ASSESSMENT, SPECIAL ASSESSMENT and the INITIAL RESERVE CONTRIBUTION ASSESSMENT shall be and remain a charge against, and a continuing lien upon each LOT, upon which such lien is assessed, from the date such assessment is assessed, and shall have the priority equal to a lien filed as of the date of such assessment. In the event such assessment levied pursuant to this Paragraph 9.15 is past due more than thirty (30) days, the BOARD may, at its discretion, file a notice of the amount of the lien, with the Greene County, Ohio Recorder. Notwithstanding any such filing of the notice of the amount of the lien, the lien therefore, is an automatic and continuous lien as above stated from the date assessed.

**9.16 Personal Liabilities for Assessment:** In addition to taking subject to the charge and lien imposed by Articles 9.14 and 9.15 hereof, each OWNER or BUILDER of each LOT, by the acceptance of a deed or other instrument of conveyance, therefore, whether or not it shall be so expressed in such deed or instrument of conveyance, and every other OWNER or BUILDER, regardless of how he or it acquired title to the LOT, shall be deemed to have agreed to be personally liable for the payment of all ASSESSMENTS by the ASSOCIATION against such LOT to which such OWNER or BUILDER holds title. If more than one owner holds title to a LOT, all such co-OWNERS shall be jointly and severally liable for all ASSESSMENTS against their LOT.

**9.17 Foreclosure of Lien for Assessments:** The lien for any ASSESSMENT may be enforced by judicial foreclosure by the ASSOCIATION in the same manner in which mortgages on real property may be foreclosed in Ohio. In any such foreclosure, the OWNER shall be required to pay all costs of foreclosure and expenses, which shall be secured by the lien being foreclosed. The ASSOCIATION shall have the right and power to bid at the foreclosure sale or other legal sale to acquire the LOT foreclosed upon, and thereafter to hold, sell, lease, convey, use, encumber or otherwise deal with the same as the OWNER thereof.

**9.18 Authority to Maintain Surplus:** The ASSOCIATION shall not be obligated to spend in any particular time periods all the sums collected or received by it in such time period or in any other time period and may carry forward, as surplus, any balances remaining: nor shall the ASSOCIATION be obligated to apply any such surpluses to the reduction of the amount of the REGULAR ASSESSMENT in any year, but may carry forward from year to year and time to time such surplus as the BOARD in its absolute discretion may determine to be desirable for the greater financial security of the ASSOCIATION and the effectuation of its purposes as set forth in this DECLARATION and its BY-LAWS.

**9.19 Authority to Enter into Contracts:** The ASSOCIATION shall have the power and authority to contract with any person, corporation, firm or other entity, including, but not limited to, DECLARANT, for the exercise of any one or more of the various powers and authority granted to and duties to be performed by the ASSOCIATION hereunder, and to delegate such powers and authority to any agent or employee of the ASSOCIATION, and the exercise of those powers and authority by such person, corporation, firm, entity, agent or employee shall be deemed the exercise of those powers and authority by the ASSOCIATION, except that no independent contractor shall be deemed by virtue of these provisions to be the agent of the ASSOCIATION, its agents, employees, or others assuring the exercise of the powers and authority granted hereunder except as the BOARD shall in its sole discretion deem necessary or desirable for safeguarding of any funds received by the ASSOCIATION.

**9.20 Exemption of Lot 237A: (11th Supplemental)** Lot 237A is hereby exempted from the payment of Regular, Special, and Initial Reserve Assessments, but not Compliance Assessments, based upon the fact that Lot 237A is not serviced by utilities and no Residence may be built upon it due to its location and encumbrances.

## ARTICLE X – Enforcement

**10.01 Rights to Enforce:** Any OWNER, the ASSOCIATION, and/or the DECLARANT has the right to enforce, by proceedings at law or in equity, all of the covenants now or hereafter imposed by this DECLARATION, the BY-LAWS of the ASSOCIATION, (and any RULES AND REGULATIONS duly adopted by the ASSOCIATION), and the standards and guidelines contained in the DESIGN REVIEW MANUAL, including, without limitation, the right to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of said covenants, to enjoin or prevent them from doing so, to cause said violation to be remedied and/or to recover damages for said violation.

**10.02 Rights to Abate:** The ASSOCIATION and/or DECLARANT hereby reserves right to enter a LOT in violation of this DECLARATION and abate and remove said violation at the expense of the OWNER of the LOT involved. The remedy provided herein shall be cumulative and not exclusive of any other remedies available, either at law or in equity.

**10.03 Nuisance Declaration:** The result of every act or omission whereby any of the covenants contained in this DECLARATION, the BY-LAWS, and the RULES AND REGULATIONS duly adopted by the ASSOCIATION, are violated, in whole or in part, is hereby declared to be, and constitute a nuisance, and every remedy allowed by law or equity against a nuisance shall be applicable against every such result and may be exercised by the ASSOCIATION, the DECLARANT, or any OWNER and/or their successors in interest.

**10.04 Cost of Enforcement:** All costs of enforcement proceedings undertaken by the ASSOCIATION, the DECLARANT, or any OWNER, under the provisions of this DECLARATION that are successful by virtue of arbitration or court action, as well as reasonable attorneys' fees and expenses of arbitrators and court costs, shall constitute a COMPLIANCE ASSESSMENT against the LOT owned or occupied by the person or persons against whom such enforcement was successful.

**10.05 Mortgage Lien Priority:** A breach of the covenants in this DECLARATION or of the BY-LAWS of the ASSOCIATION or any RULES AND REGULATIONS duly adopted by the ASSOCIATION shall not affect or impair the lien or charge of any bona fide mortgage made in good faith and for value on any LOT; provided, however, that any subsequent OWNER shall be bound by said covenants, whether or not such OWNER'S title was acquired by foreclosure, trustee sale, or other judicial proceeding.

**10.06 Voting Rights:** The ASSOCIATION, may, after notice and hearing, temporarily suspend an OWNER'S voting rights for a period not to exceed thirty (30) days for any infraction of the ASSOCIATION'S published RULES AND REGULATIONS.

**10.07 Enforcement Failure/No Waiver:** The failure of the ASSOCIATION, DECLARANT, or any OWNER to enforce any of the covenants contained in this DECLARATION, the BY-LAWS, or any RULES AND REGULATIONS duly adopted by the ASSOCIATION, shall in no event constitute a waiver or estoppel of the right to enforce at a later date the original violation or any subsequent violation. The doctrine of laches shall not bar such enforcement at a later date.

## **ARTICLE XI – Real Estate Taxes**

**11.01 OWNER:** The OWNER of each LOT shall pay the real estate taxes and assessments levied from time to time against the LOT or LOTS owned.

**11.02 The ASSOCIATION:** The ASSOCIATION shall be responsible for the payment of all real estate taxes and assessments that from time to time are levied against all of the COMMON AREAS and other real estate owned by the ASSOCIATION.

**11.03 The RECREATIONAL LAND:** The owner of the RECREATIONAL LAND shall be responsible for payment of all real estate taxes and assessments that from time to time are levied against the RECREATIONAL LAND.



## **ARTICLE XII – Insurance**

**12.01 Public Liability Insurance:** The ASSOCIATION shall obtain and maintain a policy or policies of comprehensive public liability insurance (with costs liability endorsement, if obtainable) insuring the ASSOCIATION, the TRUSTEES, the OWNERS, the DECLARANT, and the agents and employees of each of the foregoing against any liability to the public or to any OWNER, his family, invitees and/or tenants arising from, or incident to the ownership, occupation, use, maintenance and/or repair of the COMMON AREA. The limits of liability under this Section shall be set by the ASSOCIATION and shall be revised at least annually and increased or decreased at the discretion of the ASSOCIATION; provided, however, that said limits shall not be less than \$1,000,000 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. In the event the Federal Home Loan Mortgage Company (FHLMC), and/or the Federal National Mortgage Association (FNMA) participate in the financing of LOTS in the PROJECT, said limits shall not be less than the minimum limits required under the then current FHLMC and FNMA regulations.

**12.02 Casualty and Fire Insurance:** The ASSOCIATION shall obtain and maintain a policy or policies of casualty and fire insurance with extended coverage endorsement in an amount equal to one hundred percent (100%) of the current replacement cost (without deduction for depreciation or co-insurance) of the COMMON AREA, together with all IMPROVEMENTS located thereon. Said policy shall be maintained for the benefit of the ASSOCIATION as the insured, for the use and benefit of the OWNERS.

**12.03 Fidelity Bonds:** The ASSOCIATION shall obtain and maintain fidelity coverage (fidelity bonds) to protect against dishonest acts on the part of officers, trustees, agents and employees of the ASSOCIATION and all others who handle or are responsible for handling funds of the ASSOCIATION or to whom such responsibility is delegated, such coverage to be in the form of fidelity bonds shall meet the following requirements:

- A. Such bonds shall include the ASSOCIATION as named insured;
- B. Such bonds shall be written in an amount equal to one and one quarter times the anticipated annual budget;
- C. Such bonds shall include persons who serve without compensation within the definition of employee or similar term.

**12.04 D&O Liability Insurance:** The ASSOCIATION shall obtain and maintain, if available, Directors and Officers liability insurance as the ASSOCIATION determines to be required or beneficial for the protection of the trustees and officers of the corporation.

**12.05 Workers Compensation:** The ASSOCIATION shall obtain and maintain as appropriate, workers compensation policies in compliance with applicable state law.

**12.06 Miscellaneous Coverage:** The ASSOCIATION may obtain and maintain such other forms of insurances and in such coverages as the ASSOCIATION shall determine to be required or beneficial for the protection and/or preservation of the PROPERTY, and any buildings and IMPROVEMENTS now or hereafter located thereon, or in the best interests of the ASSOCIATION.

**12.07 Owner's Insurance:** Each OWNER may obtain insurance on his personal property and all other IMPROVEMENTS located on his LOT. Nothing herein shall preclude any OWNER from carrying any public liability insurance as deemed desirable to cover individual liability for damage to person or property occurring inside OWNER'S individual LOT or elsewhere on the PROPERTY. If obtainable, such liability insurance coverage carried by an OWNER shall contain a waiver of subrogation of claims against the DECLARANT, the ASSOCIATION, their agents and employees and all other OWNERS. Such other policies shall not adversely affect or diminish any liability under insurance obtained by the ASSOCIATION. If any loss intended to be covered by insurance carried by the ASSOCIATION shall occur and the proceeds payable thereunder shall be reduced by reason of insurance carried by any OWNER, such owner shall assign the proceeds of such insurance carried by him to the ASSOCIATION, to the extent of such reduction, for application by the ASSOCIATION to the same purposes as the reduced proceeds are to be applied.

## ARTICLE XIII – Annexation of Property

**13.01 Phase Development:** DECLARANT intends to develop the PROJECT in a series of phases, each of which may be annexed to the PROJECT. However, DECLARANT is under no obligation to continue development of the PROJECT. In addition, DECLARANT may elect to annex some or all future phases in any given order and at any given time. No annexation hereunder shall be effective unless the procedures set forth in this Article XIII have been properly executed.

**13.02 Planned Annexation:** All or any part of the real property described as “Annexation Property” in Article II herein entitled “Definitions”, and described in Exhibit A to this Declaration, may be annexed to the PROPERTY and added to the scheme of this DECLARATION and be subjected to the jurisdiction of the ASSOCIATION without the assent of the ASSOCIATION or its MEMBERS, provided, and on condition that:

- A. Any annexation pursuant to this Section shall be made prior to ten (10) years of the date of the annexation of the immediately preceding phase of the PROJECT;
- B. The development of the ANNEXATION PROPERTY shall be in substantial conformance with the overall general plan of development for the PROJECT originally submitted to and approved by the Beaver Creek Township Board of Trustees; and
- C. A NOTICE OF ANNEXATION as described in this Article XIII shall be recorded covering the ANNEXATION PROPERTY

**13.03 Notice of Annexation:** The annexation of additional property authorized under this article shall be made by filing of record a NOTICE OF ANNEXATION with a plat or record plan, or similar instrument, covering said additional property, and the NOTICE OF ANNEXATION shall expressly provide that the scheme of this DECLARATION shall extend to such additional property. The NOTICE OF ANNEXATION shall contain such complementary additions to and modifications of the covenants set forth in this DECLARATION which are necessary to reflect the different character if any, of the ANNEXATION PROPERTY, and which are not inconsistent with the general scheme of this DECLARATION. Except as set forth in this section, no NOTICE OF ANNEXATION shall add, delete, revoke, modify or otherwise alter the covenants set forth in this DECLARATION. ALL NOTICES OF ANNEXATION shall be approved as to form by DECLARANT, in writing, prior to the recordation thereof.

**13.04 Uncontemplated Annexation:** Upon obtaining the approval, in writing, of the ASSOCIATION, pursuant to the vote or written assent of two-thirds (2/3) of the total voting power of the ASSOCIATION MEMBERS, the OWNER of any property who desires to annex said property to the scheme of this DECLARATION and to subject it to the jurisdiction of the ASSOCIATION may file or record a notice of annexation as described in the preceding section of this Article.

**13.05 Right of De-annexation:** DECLARANT hereby reserves the right to de-annex any PROPERTY which may be annexed to the PROPERTY pursuant to this DECLARATION, and to delete said PROPERTY from the scheme of this DECLARATION and from the jurisdiction of the ASSOCIATION provided and on condition that the de-annexation shall be made prior to the closing of the sale of the first LOT in the phase to be de-annexed.

## ARTICLE XIV – Mortgage Protection

**14.01 Mortgage Protection Provisions:** Notwithstanding any other provisions in this DECLARATION to the contrary, in order to induce lenders and investors to participate in the financing of the sale of LOTS in the PROJECT, the following provisions contained within this Article are added hereto, and, to the extent these added provisions conflict with any other provisions in this DECLARATION, these added provisions shall control. The DECLARATION, the Articles and the BY-LAWS for the ASSOCIATION are hereinafter collectively referred to in this Article as the “Constituent Documents.”

**14.02 First Refusal:** The right of an OWNER to sell, transfer or otherwise convey his LOT shall not be subject to any right of first refusal or any similar restriction in favor of the ASSOCIATION.

**14.03 Lien Subordination:** The lien of the ASSESSMENTS provided for herein shall be subordinate to the lien of any first Mortgage now or hereafter recorded upon any LOT. The sale or transfer of any LOT shall not affect the ASSESSMENT lien; however, the sale or transfer of any LOT pursuant to judicial foreclosure of a first Mortgage, or pursuant to any remedies provided for in the Mortgage, shall extinguish the lien of such ASSESSMENTS as to payments which became due prior thereto. No sale or transfer shall relieve such LOT from liability for ASSESSMENTS due thereafter. Any first Mortgagee who obtains title to a LOT pursuant to the remedies provided in the Mortgage or foreclosure of the Mortgage, or any purchaser at the foreclosure sale of a first Mortgage, will not be liable for unpaid ASSESSMENTS or charges which accrue prior to the acquisition of title to such LOT by the Mortgage (except claims for a share of such assessments or charges resulting from a reallocation of such assessments or charges to all LOTS, including the mortgaged LOT).

**14.04 Assessment Methods:** Except as provided by statute in case of condemnation or substantial loss to the LOTS and/or the COMMON AREA, unless seventy-five percent (75%) of the total voting power of the ASSOCIATION, other than DECLARANT, and seventy-five percent (75%) of the first Mortgagees (based upon one (1) vote for each first Mortgage owned) have given their prior written approval, neither the ASSOCIATION nor the OWNERS shall be entitled to:

- A. Change the method of determining the obligations, ASSESSMENTS, dues or their charges which may be levied against an OWNER’S LOT;
- B. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer all or any portion of the COMMON AREA. The granting of easements for public utilities or for other public purposes consistent with the intended uses of the COMMON AREA shall not be deemed a transfer within the meaning of this clause;
- C. Use hazard insurance proceeds for losses to the COMMON AREA for other than repair, replacement or reconstruction;
- D. Effect any decision of the ASSOCIATION to terminate professional management and assume self-management of the PROJECT, where such professional

management was previously a requirement by a holder, insurer or guarantor of any first Mortgage;

- E. By act or omission, change, waive or abandon any provisions of this DECLARATION or enforcement thereof, pertaining to architectural design of the RESIDENCES situated on a LOT, or the maintenance and operation of the COMMON AREA within the PROJECT, including without limitation, sidewalks, fences, driveways, and landscaping within the PROJECT;
- F. Fail to maintain fire and extended coverage on the insurable COMMON AREA on a current replacement cost basis in an amount not less than one hundred (100%) of the insurable value thereof; and
- G. Abandon or terminate the ASSOCIATION, except for abandonment, partition or termination as may be provided by law.

**14.05 Real Estate Taxes:** All Taxes, assessments and charges, which may become a lien prior to the first Mortgage under local law shall relate only to individual LOTS, and not the PROJECT as a whole.

**14.06 Insurance Distribution:** No provision of the constituent documents shall be interpreted to give any OWNER or any other party priority over any rights of the first Mortgagee in the case of distribution to such OWNER of insurance proceeds or condemnation awards for losses to or a taking of all or any portion of the COMMON AREA or such OWNER'S LOT. All applicable fire and casualty insurance policies shall, if requested, contain loss payable clauses acceptable to each Mortgagee, naming the Mortgagee, as their interests appear, as additional insureds.

**14.07 Reserve Funds:** The ASSESSMENTS provided for in the constituent documents shall include an adequate reserve fund for maintenance, repairs and replacement of those elements of the COMMON AREA that must be replaced on a periodic basis, and shall be payable in regular installments rather than by SPECIAL ASSESSMENTS.

**14.08 Notice Information:** Each holder, insurer or guarantor of a first Mortgage who has filed with the ASSOCIATION a written request for notice shall be entitled to a timely written notice of:

- A. Any condemnation or eminent domain proceeding and any loss or taking resulting from such proceeding which affects the PROJECT, or any portion thereof;
- B. Any substantial damage or destruction to the PROJECT, or any portion thereof, when such loss exceeds Ten Thousand Dollars (\$10,000);
- C. Any default in the performance by an individual OWNER of any obligation under the constituent documents, including, without limitation, the nonpayment of ASSESSMENTS, which is not cured within sixty (60) days after the ASSOCIATION learns of such default, which notice shall state the length of time which such OWNER has been delinquent;

- D. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the ASSOCIATION;
- E. Any abandonment or termination of the PROJECT; and
- F. Any proposed action that requires the consent of a specified percentage of eligible Mortgagees.

**14.09 Professional Management:** Any agreement for professional management of the PROJECT, or any contract providing for services of the DECLARANT may not exceed one (1) year, renewable by agreement of the parties for successive one (1) year periods. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on thirty (30) days written notice.

**14.10 Payment Reimbursement:** First Mortgagees of LOTS may, jointly or singly, pay taxes or other charges which are in default and which may have become a lien on the COMMON AREA, and may pay overdue premiums on hazard insurance policies, secure new hazard insurance coverage on the lapse of a policy for the COMMON AREA, and first Mortgagees making such payments shall be owed immediate reimbursement therefore from the ASSOCIATION. Upon demand by any first Mortgagee, the BOARD shall execute, on behalf of the ASSOCIATION, an agreement establishing the right of all first Mortgagees to such reimbursement.

**14.11 Access to Information:** A first Mortgagee of a LOT in the PROJECT will, upon request, be entitled to:

- A. Examine the books and records of the ASSOCIATION during normal business hours;
- B. ASSOCIATION and other financial data as may be distributed to the OWNERS, within ninety (90) days following the end of any fiscal year of the ASSOCIATION, if such statement has been prepared for the ASSOCIATION; and
- C. Receive written notice of all meetings of the ASSOCIATION and be permitted to designate a representative to attend all such meetings.

**14.12 Notice of Identity:** Each OWNER shall notify the ASSOCIATION in writing within (10) days after the close of escrow for the purchase of his LOT of the name and address of his first Mortgage, and thereafter, each OWNER shall promptly notify the ASSOCIATION of any changes of name or address for his first Mortgagee.

**14.13 Encroachments:** In the event any portion of the COMMON AREA encroaches upon any LOT, or any LOT encroaches upon the COMMON AREA as a result of the construction, reconstruction, repair, shifting settlement or movement of any portion of the PROJECT, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

## ARTICLE XV – General Provisions

**15.01 Duration:** The Covenants set forth in this DECLARATION shall run with and bind the PROPERTY, and shall inure to the benefit of the ASSOCIATION and be enforceable by the ASSOCIATION or the OWNER of any land subject to this DECLARATION, their respective legal representatives, heirs, successors and assigns for a term of thirty-five (35) years from the date this DECLARATION is recorded with the Greene County, Ohio Records Office, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument meeting the requirements for an amendment to this DECLARATION, has been signed and recorded within one (1) year prior to the termination of the initial thirty-five (35) year term, or within one (1) year prior to the termination of any successive ten year period.

**15.02 Time Limits:** If any of the privileges, covenants or rights created by this DECLARATION shall be unlawful or void for violation of (a) the rule against perpetuities; (b) any rule restricting restraints on alienation; or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the last survivor of those descendants of William Clinton, now President of the United States of America.

**15.03 No Liability for DECLARANT:** Neither the DECLARANT nor its employees, agents, successors or assigns shall be liable for any claim whatsoever, arising out of or by reason of any actions performed or decisions made pursuant to any authority granted or delegated or reserved to the DECLARANT by or pursuant to this DECLARATION, or out of, or by reason of any actions performed or decisions made in the capacity of the DECLARANT or seller of any LOT whether or not such claim (a) shall be asserted by any OWNER, occupant of any LOT, the ASSOCIATION, or by any person or entity claiming through any of them; or (b) shall be on account of injury to persons or damage to or loss of property wherever located and however caused. Without limiting the generality of the foregoing, the previous enumeration includes all claims for the property or any part thereof becoming or being out of repair or by reason of any act or neglect of any OWNER, occupant of any LOT, the ASSOCIATION, their respective agents, employees, guests, invitees and trespassers or by reason of any neighboring property or of personal property located on or about the PROPERTY, whether by reason of the failure to function of, or disrepair of, or interruption of service of, any utility services, including by not limited to, heat, air conditioning, electricity, gas, water, sewage, etc.

**15.04 Construction:** The provisions of this DECLARATION shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and maintenance of the PROPERTY.

**15.06 Paragraph Headings:** The paragraph Headings are intended for convenience only and are not intended to be a part of this DECLARATION in any way to define, limit or describe the scope or intent of the particular paragraph to which they refer. As such, said Article and Section Headings shall not be considered or referred to in resolving questions of interpretation or construction.

**15.07 Singular includes Plural:** Whenever the context of this DECLARATION may so require, the singular shall include the plural, and the masculine shall include the feminine and neuter.

**15.08 Property Exemption:** All public property (if any) within the PROJECT shall be exempt from the provisions of this DECLARATION.

**15.09 Mutuality:** All restrictions, conditions, and covenants contained herein are made for the direct mutual and reciprocal benefit of DECLARANT, the ASSOCIATION, the OWNERS and their respective successors, heirs, executors and assigns; these restrictions shall create mutual equitable servitude upon the PROPERTY in favor of other real property within the MASTER SITE, these restrictions shall create reciprocal rights and obligations between the respective OWNERS and privity of contract and estate between all grantees thereof; and these RESTRICTIONS shall, as to the OWNER of any LOT, his heirs, personal representatives, successors and assigns, operate as covenants running with the land for the benefit of all the PROPERTY and the OWNER'S PROPERTY.



## ARTICLE XVI – GOLF COURSE

**16.01 Ownership and Operation of GOLF COURSE:** All persons, including all OWNERS, are hereby advised that no representations or warranties have been or are made by the DECLARANT or any other person with regard to the continuing existence, ownership or operation of the GOLF COURSE, and no purported representation or warranty in such regard, either written or oral, shall ever be effective without an amendment to this Declaration executed or joined into by the DECLARANT. Further, the ownership and/or operation of the GOLF COURSE, if any, may change at any time and from time to time by virtue of, but without limitation, (a) the sale to or assumption of operations of the GOLF COURSE by an independent entity or entities; (b) the creation or conversion of the ownership and/or operating structure of the GOLF COURSE to an “equity” club or similar arrangement whereby the GOLF COURSE or the rights to operate it are transferred to an entity which is owned or controlled by its members; or (c) the transfer of ownership or control of the GOLF COURSE to one or more affiliates, shareholders, employees, or independent contractors of the DECLARANT. No consent of the ASSOCIATION, or any OWNER shall be required to effectuate such transfer or conversion.

**16.02 Right to Use:** Neither membership in the Association nor ownership or occupancy of a LOT shall confer any ownership interest in or right to use the GOLF COURSE. Rights to use the GOLF COURSE will be granted only to such persons, and on such terms and conditions, as may be determined from time to time by the owner of the GOLF COURSE. The owner of the GOLF COURSE shall have the right, from time to time in its sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of the GOLF COURSE, including, without limitation, eligibility for and duration of use rights, categories of use and extent of use privileges, and number of users, and shall also have the right to reserve use rights and to terminate use rights altogether, subject to the provisions of any outstanding membership documents.

**16.03 View Impairment:** Neither the DECLARANT, the ASSOCIATION nor the owner or operator of the GOLF COURSE guarantees or represents that any view over and across the GOLF COURSE from adjacent LOTS will be preserved without impairment. The owner of the GOLF COURSE, if any, shall have no obligation to prune or thin trees or other landscaping, and shall have the right, in its sole and absolute discretion, to add trees and other landscaping to the GOLF COURSE may, in its sole and absolute discretion, change the location, configuration, size and elevation of the trees, bunkers, fairways and greens on the GOLF COURSE from time to time. Any such additions or changes to the GOLF COURSE may diminish or obstruct any view from the LOTS and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

**16.04 Limitations on Amendments:** In recognition of the fact that the provisions of this Article are for the benefit of the owner of the GOLF COURSE, no amendment to this Article, and no amendment in derogation of any rights reserved or granted to the owner of the GOLF COURSE by other provisions of this DECLARATION, may be made without the written approval of the owner of the GOLF COURSE. The foregoing shall not apply, however, to amendments made by the DECLARANT.

**16.05 Jurisdiction and Cooperation:** It is DECLARANTS intention that the ASSOCIATION and the owner of the GOLF COURSE shall cooperate to the maximum extent possible in the operation of the Property and the GOLF COURSE. Each shall reasonably assist the other in upholding the plan for the Property. The ASSOCIATION shall have no power to promulgate rules and regulations affecting activities on or use of the GOLF COURSE.

EXHIBIT

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ALL-STATE LEGAL SUPPLY CO.

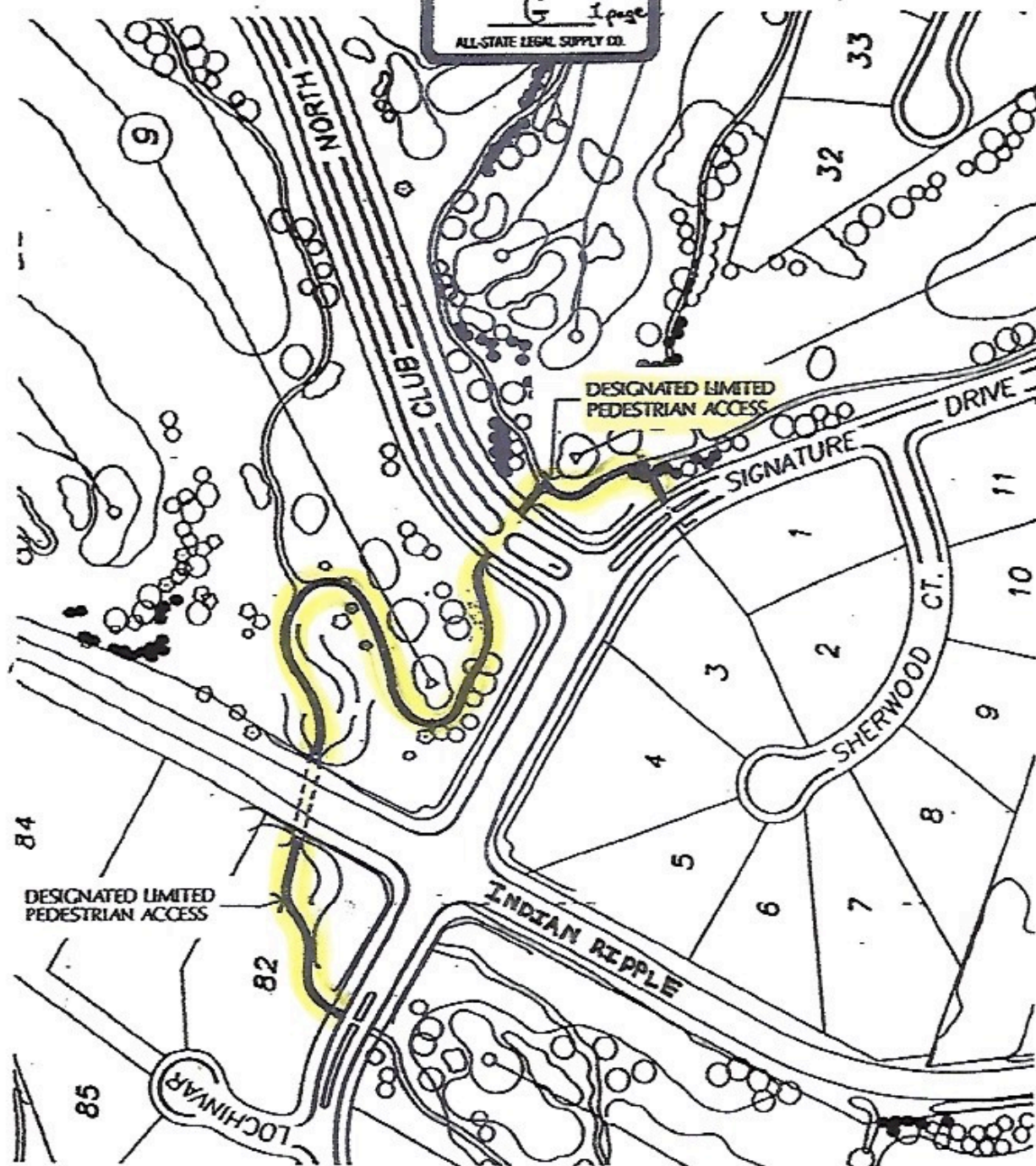


EXHIBIT 'C'



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Eric C Sears

Greene County Recorder

DECLR 66.00

Pages 6

**TENTH SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR THE ESTATES AT  
COUNTRY CLUB OF THE NORTH HOMEOWNERS ASSOCIATION**

This will certify that a copy of this Tenth Supplemental Declaration of the Protective Covenants, Conditions and Restrictions for The Estates at Country Club of the North Homeowners Association has been filed in the office of the County Auditor, Greene County, Ohio, this 26th day of February, 2021.

**GREENE COUNTY AUDITOR**

By: David A. GRAHAM

Prepared by:

**Amy Schott Ferguson, Esq.**

**CUNI, FERGUSON & LEVAY CO., L.P.A.**

10655 Springfield Pike

Cincinnati, Ohio 45215

(513) 771-6768

TRANSFER NOT NECESSARY  
FEE \_\_\_\_\_ EXEMPT 2/26/2021  
GREENE COUNTY AUDITOR

**TENTH SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR THE ESTATES AT  
COUNTRY CLUB OF THE NORTH HOMEOWNERS ASSOCIATION**

**WHEREAS**, the Declaration of Protective Covenants, Conditions and Restrictions for The Estates at Country Club of the North was recorded in Volume 695, Page 107 of the Official records of Greene County, Ohio on March 30, 1993; and

**WHEREAS**, the First Supplemental Declaration of Protective Covenants, Conditions and Restrictions for The Estates at Country Club of the North was recorded in Volume 819, Page 46 of the Official Records of Greene County, Ohio on April 5, 1994; and

**WHEREAS**, the Second Supplemental Declaration of Protective Covenants, Conditions and Restrictions for The Estates at Country Club of the North was recorded in Volume 868, Page 162 of the Official Records of Greene County, Ohio on April 5, 1994; and

**WHEREAS**, the Third Supplemental Declaration of Protective Covenants, Conditions and Restrictions for The Estates at Country Club of the North was recorded in Volume 1294, Page 56 of the Official Records of Greene County, Ohio on October 26, 1994; and

**WHEREAS**, the Fourth Supplemental Declaration of Protective Covenants, Conditions and Restrictions for The Estates at Country Club of the North was recorded in Volume 1294, Page 59 of the Official Records of Greene County, Ohio on January 26, 1999; and

**WHEREAS**, the Fifth Supplemental Declaration of Protective Covenants, Conditions and Restrictions for The Estates at Country Club of the North was recorded in Volume 2643, Page 407 of the Official Records of Greene County, Ohio on November 17, 2006; and

**WHEREAS**, the Sixth Supplemental Declaration of Protective Covenants, Conditions and Restrictions for The Estates at Country Club of the North was recorded in Volume 3236, Page 178 of the Official Records of Greene County, Ohio on March 28, 2012; and

**WHEREAS**, the Seventh Supplemental Declaration of Protective Covenants, Conditions and Restrictions for The Estates at Country Club of the North was recorded in Volume 3596, Page 0772 of the Official Records of Greene County, Ohio on April 27, 2015; and

**WHEREAS**, the Eighth Supplemental Declaration of Protective Covenants, Conditions and Restrictions for The Estates at Country Club of the North was recorded in Volume 3596, Page 0782 of the Official Records of Greene County, Ohio on April 27, 2015, as amended by the Amendment to the Eighth Supplemental Declaration recorded as Instrument 2019017988 on October 30, 2019; and



**WHEREAS**, the Ninth Supplemental Declaration of Protective Covenants, Conditions and Restrictions for The Estates at Country Club of the North was recorded as Instrument Number 2017016420 of the Official Records of Greene County, Ohio on September 28, 2017; and

**WHEREAS**, prior to July 28, 2008, John E. Blust and Susan M. Blust (the "Blusts") owned Lots 17, 18, and 19 of The Reserve and thus paid Assessments for three different Lots;

**WHEREAS**, on July 28, 2008, Lots 16, 17, 18, and 19 were replatted by a Replat recorded on July 28, 2008 at Plat Cabinet 37, Pages 26B through 27A, Greene County Recorder, in which Lots 16-19 were replatted into three Lots: Lot 16-A, Lot 17A, and Lot 19-A;

**WHEREAS**, after July 28, 2008, the Blusts continued to own Lots 17-A and 19-A and pay Assessments for the three original Lots (17, 18 and 19) even though those three Lots had been replatted into two Lots;

**WHEREAS**, the owners of Lots 17-A and 19-A, John E. Blust and Susan M. Blust (the "Owners") remain responsible to pay the Assessments paid by all other Owners for three Lots;

**WHEREAS**, the Board of Directors and the Owners have agreed to reassign responsibility for the payment of Assessments between Lots 17-A and 19-A, which will not change the total amount of Assessments for these Lots to be paid to the Association;

**WHEREAS**, a legal description of Lots 17-A and 19-A is attached hereto as Exhibit A;

**NOW THEREFORE**, the Board of Directors of the Association and the Owners agree as follows:

The Owners of Lots 17-A and 19-A, and all subsequent owners of Lots 17-A and 19-A, shall each pay one and one-half times the Assessments due to the Association under Section 9.01 of the Declaration.

**IN WITNESS WHEREOF**, David McDonald, President of The Estates at Country Club of the North Homeowners Association, Inc., an Ohio non-profit corporation, hereby certifies that this Tenth Supplemental Declaration was duly adopted, consented to, and approved by unanimous vote of the Board of Directors.

**THE ESTATES AT COUNTRY CLUB  
OF THE NORTH HOMEOWNERS  
ASSOCIATION, INC.**  
An Ohio Non-Profit Corporation

By:   
David McDonald, Its President

STATE OF Texas )  
COUNTY OF Tarrant ) SS:

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of February, 2021  
2021 by David McDonald, the President of The Estates at Country Club of the North  
Homeowners Association, Inc., an Ohio non-profit corporation, on behalf of the corporation.



  
Notary Public

John E. Blust  
JOHN E. BLUST

Susan M. Blust  
SUSAN M. BLUST  
a/k/a SUSAN BLUST

STATE OF OHIO )  
COUNTY OF Montgomery ) SS:

The foregoing instrument was acknowledged before me this 11 day of February, 2021 by John E. Blust and Susan M. Blust a/k/a/ Susan Blust.



JANET E. BOLLENBACHER  
Notary Public, State of Ohio  
Commission No. 2018-RE-751230  
My Commission Expires  
November 9, 2023

Janet E. Bollenbacher  
Notary Public

This Instrument Prepared by:  
**Amy Schott Ferguson, Esq.**  
CUNI, FERGUSON & LEVAY CO., L.P.A.  
10655 Springfield Pike  
Cincinnati, Ohio 45215  
(513) 771-6768

**Exhibit A**  
**Legal Description**

Situate in the Township of Beavercreek, County of Greene, State of Ohio and Being Lots Numbered 17-A and 19-A of the replat of Lots 16-19, The Reserve, as recorded in Plat Cabinet 37, Pages 26B through 27A, of the Plat Records of Greene County, Ohio.

Parcel No: B03000200511009500 (17-A)

B03000200511009700 (19-A)

Property Address: 68 Governors Club Drive, Beavercreek, Ohio 45385 (Lot 19-A only)

Description Check  
Greene County Engineer's Tax Map Dept.  
☒ ~~Legally Sufficient As Described~~  
☐ ~~Legally Sufficient With Corrections Noted~~  
☐ ~~Legally Insufficient, New Survey Required~~  
Date: 2-26-21 By: [Signature]  
Par ID Dist B03 BK 2 PG 51A PAR 95 97





BEARINGS BASED ON THE SOUTH LINE OF LOTS 16 THROUGH 19 BEING S 83°20'03" W AS SHOWN ON THE RESERVE AS RECORDED IN PLAT CABINET 30, PAGES 137A-138A.

# LEGEND

- ... Indicates 5/8" iron pin found (unless noted)
- NM o ... Indicates no monumentation found or set
- ... Indicates 2/8" x 30" iron pin set capped "N.E.P."



## PERTINENT DOCUMENTS

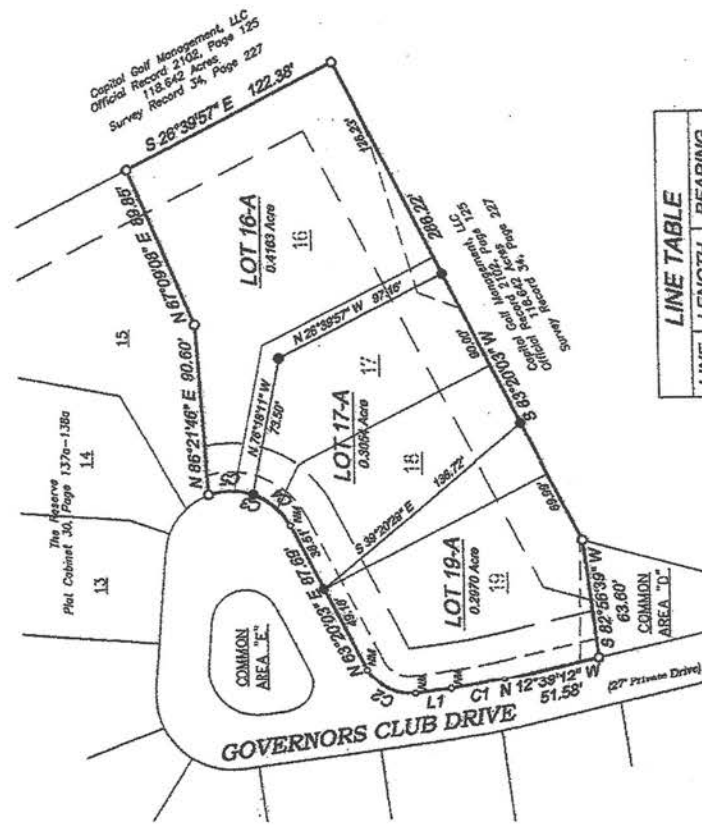
In addition to the references shown on the face of this plat the following documents were used:

- 1) PLAT: THE RESERVE, BEING A REPLAT OF THE RESERVE-WON, PLAT CAB. 30, PGS. 108A-108B
- 2) SURVEY: SURVEY RECORD 34, PAGE 227

Occupation in general fits the surveyed lines.

All monumentation found or set is in good condition unless otherwise shown.

# RECORD PLAN REPLAT OF LOTS 16~19 THE RESERVE BEAVERCREEK TOWNSHIP GREENE COUNTY, OHIO CONTAINS: 1.0187 Acres in Lots (3)



LINE TABLE		
LINE	LENGTH	BEARING
L1	19.07'	N 07°03'21" W

CURVE TABLE				
CURVE	LENGTH	RADIUS	ANGLE	CHORD
C1	28.66'	293.33'	6°35'51"	29.65'
C2	30.71'	25.00'	70°23'24"	20.82'
C3	60.38'	35.00'	82°28'37"	46.14'
C4	28.26'	35.00'	42°58'34"	25.64'
C5	24.13'	35.00'	39°30'03"	23.66'

CERTIFICATION  
TO THE BEST OF MY KNOWLEDGE, MEASUREMENTS SHOWN HEREON ARE CERTIFIED TO BE CORRECT AND MONUMENTATION TO BE SET AS SHOWN.



*Charles R. Wierig*  
6/11/2008  
OHIO LICENSE NO. 7532

**NORFLEET, BROWN & PETKEWICZ INC.**  
Civil, Engineers & Surveyors  
2228 Byers Road, Suite 301  
Mansfield, Ohio 44842  
Ph (607)847-2313 Fax (607)847-2303

SCALE: 1" = 50'

DATE: DECEMBER, 2007

DRAWN: KPD

CHECKED: 07-6338

JOB No.:





2023012797 09/14/2023 02:47 PM  
Filed for Record in GREENE County, Ohio  
Eric C. Sears, Recorder Rec Fees: \$98.00  
EASEMENT 7 Pages

**AMENDMENT TO EMERGENCY ACCESS EASEMENT  
AND MAINTENANCE AGREEMENT**

This will certify that a copy of this Amendment to Emergency Access Easement and Maintenance Agreement has been filed in the office of the County Auditor, Greene County, Ohio, this 14<sup>th</sup> day of September, 2023.

**GREENE COUNTY AUDITOR**

By: David A. Graham  
D. A. Graham

Prepared by:  
**Amy S. Ferguson, Esq.**  
**Wood + Lamping, LLP**  
600 Vine Street, Suite 2500  
Cincinnati, Ohio 45202  
(513) 214-3032  
ASFerguson@woodlamping.com

TRANSFER NOT NECESSARY  
FEE \_\_\_\_\_ EXEMPT X 9/14/2023  
GREENE COUNTY AUDITOR D. A. Graham

4355625.1

**AMENDMENT TO EMERGENCY ACCESS EASEMENT AND MAINTENANCE  
AGREEMENT**

**WHEREAS**, Capital Golf Management, L.L.C., a Delaware Limited Liability Company, as the then-owner of a 38.507 acre parcel in Greene County, Ohio, granted to itself an Emergency Access Easement by instrument recorded on October 26, 2005 at Book 2493, Page 132 of the Greene County, Ohio Recorder's Office;

**WHEREAS**, a portion of the easement access area described in the Emergency Access Easement encumbered Lots 237 and 238 of The Estates at Country Club of the North Subdivision (Plat Cabinet 36, Pages 74B, 75A, 75B, and 76A of the Plat Records of Greene County, Ohio);

**WHEREAS**, Lot 237 was purchased by Escalante – Country Club of the North, L.P., an Ohio Limited Partnership, by Limited Warranty Deed recorded on April 24, 2009 at Book 2899, Page 855 of the Greene County, Ohio Recorder's Office;

**WHEREAS**, Lot 237 of The Estates at Country Club of the North was replatted into Lot 237A of The Estates at Country Club of the North Subdivision, Section 9A, by plat recorded at Plat Cabinet 37, Pages 147B, 148A, and 148B of the Greene County, Ohio Recorder's Office, which plat specifically references the recording information of the Emergency Access Easement, and a legal description of which is attached hereto as Exhibit A;

**WHEREAS**, Escalante – Country Club of the North, L.P., an Ohio Limited Partnership (hereinafter, "Escalante"), as the current owner of Lot 237A encumbered by the easement and the successor in interest to Capital Golf Management, L.L.C., intends to clarify the extent and the beneficiary of the Emergency Access Easement and provide for the maintenance of the Emergency Access Easement;

**WHEREAS**, The Estates at Country Club of the North Homeowners Association, an Ohio non-profit corporation (the "Association"), is the beneficiary of the easement and agrees to undertake maintenance responsibility for the Emergency Access Easement;

**WHEREAS**, a legal description of the Emergency Access Easement is attached hereto as Exhibit B, and a depiction of the Emergency Access Easement is attached hereto as Exhibit C;

**NOW, THEREFORE**, it is hereby agreed by and between Escalante and the Association as follows:

1. The Association is the beneficiary of the easement rights created by Escalante's predecessor in interest, and these easement rights run with the land and burden Lot 237A.
2. As stated in the Emergency Access Easement, the easement area is to be used for emergency access, which includes emergency equipment.
3. The Emergency Access Easement may also be used by the Association for the purpose of ingress and egress of construction traffic and equipment to service The Estates at Country Club of the North Subdivision.

4. Any use of the Emergency Access Easement must be reasonable and at the expense of the Association. Any damage caused to the Emergency Access Easement must be promptly repaired and restored at the expense of the Association.
5. Any current surface improvements to the Emergency Access Easement shall be maintained by the Association at the Association's discretion and expense to allow for the ability of vehicles to traverse the Emergency Access Easement.
6. As the owner of Lot 237A, Escalante and its successors and assigns shall have any and all rights not specifically granted herein, including but not limited to the right to traverse the Emergency Access Easement and use/benefit from the Emergency Access Easement area and the underlying real estate, to the extent that such rights do not interfere with the Association's use of the Emergency Access Easement.
7. The Association shall indemnify and hold Escalante and its successors and assigns harmless from any and all obligations, claims, suits, demands, loss, or damage, including costs and expenses and attorney fees arising from the Association's use of the Emergency Access Easement.
8. All other terms and conditions of the Emergency Access Easement remain in full force and effect.

**Escalante – Country Club of the North, L.P.  
an Ohio Limited Partnership**

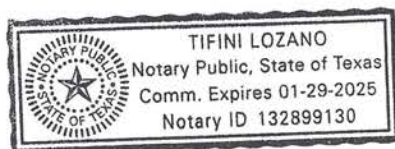
**by: Escalante – Country Club of the North, L.L.C.  
an Ohio Limited Liability Company, its general partner**

**by: Escalante Golf LLC  
a Texas limited liability company, its Manager**

By: [Signature]  
Its: \_\_\_\_\_

State of Texas  
County of Tarrant

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of September 2023, by David McDonald President of Escalante Golf LLC a Texas limited liability company, as Manager of Escalante – Country Club of the North, L.L.C. an Ohio Limited Liability Company, as general partner of Escalante – Country Club of the North, L.P., an Ohio Limited Partnership, by and on behalf of the partnership.



[Signature]  
Notary Public  
My Commission Expires:



**The Estates at Country Club of the North Homeowners Association**  
**An Ohio non-profit corporation**

By: [Signature]  
Its: President

State of Texas )

County of Tarrant

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of September, 2023, by David McDonald, President of The Estates at Country Club of the North Homeowners Association, an Ohio non-profit corporation, by and on behalf of the corporation.



[Signature]  
Notary Public  
My Commission Expires:

This Instrument Prepared By:

Amy S. Ferguson, Esq.  
Wood + Lamping, LLP  
600 Vine Street, Suite 2500  
Cincinnati, Ohio 45202  
(513) 214-3032

### **Exhibit A**

Situated in the Township of Beavercreek, County of Greene, and State of Ohio and being Lot Numbered Two Hundred Thirty Seven-A (237-A), a re-plat of Lots 236 and 237 of The Estates at Country Club of the North, Section Nine-A (9-A), as shown on the Plat recorded at Plat Cabinet 37, Pages 147B, 148A, and 148B, of the Plat Records of Greene County, Ohio.

Parcel No. B03000200511024500

Property Address: 2105 Annandale Place, Xenia, Ohio 45385

Exhibit B

**Legal Description of a 20' Wide Emergency Access Easement**

Situate in Beavercreek Township, Greene County, Ohio, and being an easement for emergency access purposes upon a tract of land conveyed to Capital Golf Management, LLC by deed recorded in Official Record Volume 2102, Page 125 of the Greene County Deed Records, said easement being more particularly described as follows:

Beginning at a railroad spike found on the centerline of Indian Ripple Road, said spike also being at the most southerly corner of the aforementioned Capital Golf Management, LLC tract and also at the southwesterly corner of a tract of land conveyed to Marjorie J. Brenner, Tr. by deed recorded in Official Record Volume 1827, Page 800 of the Greene County Deed Records; thence N 55° 01' 06" E with said Brenner west line for a distance of 40.66 feet to a point on the north right-of-way of Indian Ripple Road; thence N 45° 15' 29" W with said right-of-way for a distance of 25.33 feet to the true place of beginning for the herein described easement;

Thence from said true place of beginning, continuing with said north right-of-way, N 45° 15' 29" W for a distance of 20.22 feet to a point; thence N 53° 25' 38" E for a distance of 130.51 feet to a point; thence N 55° 20' 33" E for a distance of 121.47 feet to a point; thence N 54° 24' 25" E for a distance of 225.95 feet to a point; thence N 68° 49' 47" E for a distance of 81.90 feet to a point; thence N 54° 48' 19" E for a distance of 112.76 feet to a point; thence N 50° 02' 07" E for a distance of 1235.13 feet to a point on the south line of Country Club of the North, Section Nine; thence S 36° 16' 52" E with said Section Nine south line for a distance of 20.04 feet to a point on the west line of the aforementioned Brenner tract; thence S 50° 02' 07" W with said Brenner west line for a distance of 1234.67 feet to a point; thence S 54° 48' 19" W for a distance of 116.06 feet to a point; thence S 68° 49' 47" W for a distance of 81.83 feet to a point; thence S 54° 24' 25" W for a distance of 223.59 feet to a point; thence S 55° 20' 33" W for a distance of 121.30 feet to a point; thence S 53° 25' 38" W for a distance of 127.19 feet to the true place of beginning and the terminus of the herein described easement.

DESCRIPTION CHECK

Greene County Engineer's Tax Map Dept.

\_\_\_\_ Legally Sufficient As Described

\_\_\_\_ Legally Sufficient With Corrections Needed

\_\_\_\_ Legally Insufficient, New Survey Required

By: CP Date: 09/14/23

PAR ID: DIST 203 BK 2 PG 51A PAR 255, 245



# Exhibit C

