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DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATION OF EASEMENTS
FOR
THE POINTE AT BECKETT

Declarant, Conn-Coffman Development Corporation, is the owner of certain real estate in Butler County, Ohio, described in Exhibit "A", attached hereto and incorporated herein (hereinafter referred to as "Property").

Declarant hereby declares that the Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions and reservation of easements herein, which are for the purpose of protecting the value and desirability of and which shall run with the Property submitted hereunder or which may subsequently be added, and shall be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

- 1.1 Additional Land. "Additional Land" means the property set forth in Exhibit "B" which may be made subject to this Declaration.
- 1.2 Allocated Interests. "Allocated Interests" means the Common Expense Liability and votes in the association as set forth in Article III.
- 1.3 Assessments. "Assessments" means those charges upon the Lots established by Article VII of this Declaration.
- 1.4 Association. "Association" means The Pointe at Beckett Home Owners Association an Ohio nonprofit corporation, its successors and assigns. Except as the context otherwise requires "Association" shall mean the Board of Trustees acting on behalf of the Association.
- 1.5 Board. "Board" shall mean the Board of Trustees of the Association.
- 1.6 Builder. "Builder" means any person or entity (including the Declarant) who acquires a Lot for the purpose of improving that Lot and erecting a Dwelling Unit thereon for resale to an Owner.
- 1.7 Common Elements. "Common Elements" shall mean any real estate owned or leased by the Association other than a Lot, including easements in favor of the Association.
- 1.8 Common Expense Liability. "Common Expense Liability" means the liability for Common Expenses allocated to each Lot pursuant to Article III, of this Declaration.
- 1.9 Common Expenses. "Common Expenses" means expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves.
- 1.10 Declarant. "Declarant" means Conn-Coffman Development Corporation, its successors and assigns.

1.11 Declaration. "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for The Pointe at Beckett, including any amendments hereto.

1.12 Development Period. "Development Period" means the period commencing on the date of recording of this Declaration and ending on the date seven (7) years thereafter within which the Declarant has the right to submit Additional Land to the terms of this Declaration.

1.13 Dwelling Unit. "Dwelling Unit" means a building situated on the Properties designed and intended for use and occupancy as a single family residence.

1.14 Lot. "Lot" means the physical portion of the Property designated for separate ownership or occupancy, the boundaries of which are described pursuant to Article II, Section 2.1.

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

1.16 Occupant. "Occupant" means any person in possession of a Lot or Dwelling Unit whether or not such possession is lawful and shall include but not be limited to, an Owner's family members, guests, invitees, tenants and lessees.

1.17 Owner. "Owner" means the Declarant or other person or entity who owns a Lot, but does not include a person or entity having an interest in a Lot solely as security for an obligation.

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

1.19 Record Plan. "Record Plan" means the recorded plat of The Pointe at Beckett, Section One as shown in Plat Envelope 2050A-D Butler County Recorder's Office together with the plats for subsequent Sections which are submitted to the terms of this Declaration.

1.20 Surface Water Management System. "Surface Water Management System" shall mean the system designed for the subdivision in accordance with the county engineer's requirements for storm water, soil erosion and sediment control, including the following: drainage easements as shown on the recorded plat of the subdivision, detention basins including the concrete gutters and outlet structures, storm sewers, manholes, catch basins, pipes, headwalls, streams, ditches, gabions, rip rap, and rock if used for channel protections.

ARTICLE II

Lots

2.1 Description of Lot Boundaries. The boundaries of the Lots shall be those as set forth on the Record Plan.

ARTICLE III

Allocation of Allocated Interests

3.1 **Common Expense Liability.** The allocation of Allocated Interests for Common Expense Liability shall be determined in accordance with the allocation of the various assessments as set forth in Article VII, Section 7.7.

3.2 **Votes in the Association.** The allocation of Allocated Interests for voting purposes shall be one vote per Lot.

ARTICLE IV

Common Elements

4.1 **Description.** The Common Elements shall be any portion of the Property owned by the Association in fee or by easement or leased to the Association. The Common Elements shall include the Private Drainage Easements as shown on the Record Plan which are part of the Surface Water Management System.

4.2 **Easements.** The Common Elements shall be subject to certain easements in favor of the Lots. These easements shall be appurtenant to and pass with the title to the Lots.

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

4.2.2 **Drainage.** The Common Elements shall be subject to easements in favor of the Lots benefitted for surface water drainage and for the maintenance of drainage lines from the downspouts to the storm sewers. No Owner shall do anything within a Lot or Dwelling Unit which shall unreasonably increase the flow of surface water.

4.2.3 **Utilities.** The Common Elements shall be subject to an easement in favor of the Lots for the installation, operation of all utilities.

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

4.4 **Limitation on Easements.** All easements and rights granted herein are subject to:

4.4.1 Restrictions set forth in this Declaration;

4.4.2 Any rules and regulations adopted by the Association and the right to enforce such rules and regulations;

4.4.3 The right of the Association to levy assessments for the Common Expenses and other assessments as set forth herein;

4.4.4 All rights granted to the Association in this Declaration;

ARTICLE V

Surface Water Management

5.1 **Surface Water Management System.** The Association shall maintain the Private Drainage Easements as shown on the Record Plan and any structures or improvements thereon or on the Common Elements in accordance with the regulations and guidelines set forth by the Butler County Engineer. The Association shall have primary responsibility for the maintenance of any pipes, concrete gutters or mechanical devices. By acceptance of such responsibility, the Association shall not be liable for any damage caused by surface water, erosion, landslide or other similar causes, unless such damage was proximately caused by the failure to exercise ordinary care in carrying out its duties and responsibilities. Each Owner shall have primary responsibility for grass-cutting and vegetation control within the easements located on his or her Lot. Such responsibility shall include keeping these easements clean and unobstructed.

5.2 **Access to Lots.** For the purpose solely of performing the maintenance required or authorized herein, the Association through its duly authorized agents or employees, or subcontractors, shall have the right, after reasonable notice to the Owner, to enter upon the Lot at reasonable hours on any day.

ARTICLE VI

Owners' Association

6.1 **Formation.** The Declarant has caused to be chartered in accordance with Chapter 1702 of the Ohio Revised Code, a nonprofit corporation named The Pointe at Beckett Home Owners Association, Inc. The Articles of Incorporation are attached as Exhibit C to the Declaration. The purposes for the Association are to provide for the administrative governance, maintenance and upkeep of the Property and to promote the health, safety, and welfare of the Owners and Occupants of the Property.

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

6.3 **Powers of the Association.** Subject to Development Rights and Special Declarant Rights hereinafter set forth, the Association may:

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

6.3.2 adopt rules and regulations for the use and occupation of the Common Elements and to enforce violations of the rules and regulation and the provisions and restrictions of the Declaration as against the Owners and Occupants.

6.3.3 adopt and administer Architectural Standards and enforce violations thereof.

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

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

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

6.3.7 make contracts and incur liabilities;

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

6.3.9 cause additional improvements to be made as part of the Common Elements except that this power shall be limited to improvement required solely for surface water management, landscaping, street lighting, signage and/or recreational purposes;

6.3.10 acquire, hold, encumber and convey in its own name any right, title or interest to real estate or personal property, but Common Elements may be conveyed or subjected to a security interest only pursuant to Article XI;

6.3.11 grant easements, liens, licenses and concessions through or over the Common Elements;

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

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

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

6.3.15 provide for indemnification of its officers and board of trustees and maintain directors' and officers' liability insurance;

6.3.16 assign its right to future income, including the right to receive Common Expense Assessments, except that this power shall be limited to the purposes of repair of existing structures or improvements;

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

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

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

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

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

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

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

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

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

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

ARTICLE VII

Assessments

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

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

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

7.4 Individual Assessment. The Association after approval by two-thirds (2/3) vote of all members of the Board shall have the right to assess an individual Lot for any of the following:

7.4.1 any costs incurred by the Association in the performance of any maintenance in accordance with Article VIII, Section 8.3.

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

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

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

7.5 Special Assessments. In addition to the other Assessments authorized herein, the Association may levy Special Assessments in any fiscal year. So long as the total amount of Special Assessments allocable to each Lot does not exceed One Hundred Twenty Percent (120%) of the Annual General Assessment for that fiscal year. The Board may impose the Special Assessment. Any Special Assessments which would cause the amount of Special Assessments allocable to any Lot to exceed this limitation shall be effective only if approved by a majority vote of the Members present and voting at a meeting duly called for such purpose. Special Assessments shall be paid as determined by the Board, and the Board may permit Special Assessments to be paid in installments extending beyond the fiscal year in which the Special Assessment is imposed.

7.6 Computation and Payment of Annual General Assessment. The Annual General Assessment shall be computed and levied in accordance with the budget adopted by the Board pursuant to the Code of Regulations. This Assessment shall be effective as

to each Lot on the first day of the Association's fiscal year. With respect to Lots added during the fiscal year, this Assessment shall be effective on the first day of the month following the filing of the Supplemental Declaration for such Lot prorated to the end of the Association's fiscal year. So long as there has been no default in payment of the Assessment, it shall be payable in annual installments due on the first day of each fiscal year. The Board shall have the power from time to time to adopt such billing, collection and payment procedures, charges and other payment time schedules as it deems appropriate.

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

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

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

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

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

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

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

7.9.6 Subordination and Mortgagee Protection. Notwithstanding any of the provisions hereof to the contrary, the lien of any Assessment levied pursuant to this Declaration (and any late charges, interest, costs and attorney fees) shall be subordinate to, and shall in no way affect the rights of the holder of a first mortgage made in good faith for value received; provided, however, that such subordination shall apply only to Assessments, or installments thereof, which have become due and payable prior to the date of Sheriff's sale of such Lot pursuant to a foreclosure or the date of a deed in lieu of foreclosure. Such sale or transfer shall not relieve the mortgagee or the purchaser of a Lot at such sale from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessment.

7.9.7 Extinguishment of the Lien. A lien for unpaid Assessments is extinguished unless proceedings to enforce it are instituted within five (5) years after the full amount of the Assessment becomes due. If an Owner of a Lot subject to a lien files

a petition for relief under the United States Bankruptcy Code, then the period of time to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay under Section 362 of the Bankruptcy Code is lifted.

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

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

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

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

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

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

ARTICLE VIII

Upkeep of the Property

8.1 Lots. Each and every Lot, its Dwelling Unit and any improvement erected thereon shall be maintained in a reasonable manner in accordance with the standard generally prevailing throughout the Properties.

8.2 Common Elements. The Association shall maintain the Common Elements except for such portions that are within the Lots and for which the Owners have primary maintenance responsibility.

8.3 Association's Right to Maintain. In the event that an Owner shall fail to provide maintenance as required by this Declaration in a manner satisfactory to the Association, and such Owner has failed to comply for ten (10) days after being so notified of such failure and upon being provided an opportunity to be heard concerning such failure, then the Association shall have the right, through its agents and employees, to enter upon said lot and repair, maintain and restore the Lot. In the event that such failure poses a health, safety or security risk, then no notice or hearing need be given. The cost of such maintenance and repair shall be assessed against the subject Lot in accordance with Article VII, Section 7.4. Nothing in this Section shall be construed as giving the Association any right to repair, maintain or restore any Dwelling Unit.

8.4 Access to Lots. For the purpose solely of performing the exterior-maintenance required or authorized herein, the Association, through its duly authorized agents or employees, or subcontractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day.

ARTICLE IX

Restrictions

9.1 Use and Occupancy. The following are applicable to the Use and Occupancy of the Property.

9.1.1 No Waste. Nothing shall be done or kept on the Property which will increase the rate of insurance for the Property or any part thereof applicable for permitted uses without the prior written consent of the Board; including without limitation any activities which are unsafe or hazardous with respect to any person or property. No person shall permit anything to be done or kept on the Property which will result in the cancellation of any insurance on the Property or any part thereof or which would be in violation of any law, regulation or administrative ruling. No waste will be committed on the Common Elements.

9.1.2 Compliance with Laws. No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner, the Association, whichever shall have the obligation for the upkeep of such portion of the Property, and, if the Association, then the cost of such compliance shall be a Common Expense.

9.1.3 Harmful Discharges. There shall be no emissions of dust, sweepings, dirt, cinders, odors, gases or other substances into the atmosphere (other than normal residential chimney emissions), no production, storage or discharge of hazardous wastes on the Property or discharges of liquid, solid wastes or other harmful matter into the ground or any body of water, if such emission, production, storage or discharge may adversely effect the use or intended use of any portion of the Property or may adversely effect the health, safety or comfort of any person. No waste nor any substance or materials of any kind shall be discharged into any public sewer serving the Property or any part thereof in violation of any regulation of any public body having jurisdiction over such public sewer.

9.1.4 Noise. No person shall cause any unreasonably loud noise (except for security devices) anywhere on the Property, nor shall any person permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any person lawfully present on any portion of the Property.

9.1.5 Obstruction of Common Elements. No person shall obstruct any of the Common Elements or otherwise impede the rightful access of any other person on any portion of the Property upon which such person has the right to be. No person shall place or cause or permit anything to be placed on or in any of the Common Elements without the approval of the Board. Nothing shall be altered or constructed in or removed from the Common Elements except with the prior written approval of the Board.

9.1.6 Use of Common Elements. The Common Elements shall be used only for the furnishing of the services and facilities for which the same is reasonably suited and which are incident to the use and occupancy of the Lots. The improvements located on the Common Elements shall be used only for their intended purposes. Except as otherwise expressly provided in this Declaration, no Owner shall make any private, exclusive or proprietary use of any of the Common Elements.

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

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

9.1.8 Signs. Except for such signs as may be posted by the Declarant or Builders for promotional or marketing purposes or the Association, no signs of any character shall be erected, posted or displayed in a location on any other Lot that does not comply with the Architectural Standards without the prior written approval of the Board.

9.1.9 **Trash.** Except in connection with construction activities, no burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials or trash of any other kind shall be permitted on any Lot. Trash containers shall not be permitted to remain in public view except on days of trash collection. No Incinerator shall be kept or maintained upon any Lot.

9.1.10 **Parking; Vehicle Repairs.** Except in connection with construction activities, trucks, trailers, campers, recreational vehicles, boats and other large vehicles may be parked on the Property only if in garages or if expressly permitted by the Board and only in such parking areas (if any) as designated. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any portion of the Property. Vehicle repairs and storage of vehicles are permitted on the Property only if in garages or if expressly permitted by the Board. No motor vehicles shall be driven on the Common Elements, except such vehicles as are authorized by the Board and needed for upkeep of the Common Elements.

9.1.11 **Animals.** The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited on any Lot or upon the Common Elements, except that the keeping of guide animals and orderly domestic pets (e.g., dogs, cats or caged birds) without the approval of the Board, is permitted, subject to the Rules and Regulations adopted by the board. Such pets are not to be kept or maintained for commercial purposes or for breeding. Any such pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Property upon ten days written notice from the board. Pets shall not be permitted upon the Common Elements unless accompanied by someone who can control the pet and unless carried or leashed. Any Owner or Occupant who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association, each Owner and the Declarant, free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property. All pets which may leave the Lot shall be licensed and inoculated as required by law.

9.1.12 **Open Fires.** Open burning is not permitted on the Property, except that outdoor fireplaces, grills, and chimneys may be used if equipped with fire screens to prevent the discharge of embers or ashes.

9.1.13 **Lighting.** No exterior lighting shall be directed outside the boundaries of a Lot.

9.2 **Architectural Restrictions.** The following architectural restrictions shall be applicable to the Property.

9.2.1 **Dwelling Type.** No building shall be erected, altered, placed or be permitted to remain on any Lot other than one single-family dwelling. Such dwelling may include a private garage for not less than two nor more than three cars which shall be built in or attached to the dwelling. Dwellings shall not exceed two stories in height.

9.2.2 **Construction Materials.** No dwellings shall be constructed of concrete block, cinder block or other similar materials unless the entire exterior of the dwelling is covered with brick. No underground dwellings shall be permitted.

9.2.3 **Conformance to Code.** All dwellings shall be built in such a manner so to comply with the zoning laws, health regulations, and buildings, plumbing and electrical codes of Butler County and/or the State of Ohio.

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9.2.4 Grading. The grades of all Lots shall not be materially altered or changed so as to adversely affect or interfere with any other Lot. Storm water must be disposed of in accordance with the drainage plans on file with the Butler County Engineer. All drainage patterns and drainage swales must be maintained in accordance with such plans and may not be altered without the prior consent of the Butler County Engineer.

9.2.5 Other Structures. No above ground swimming pools shall be permitted on any Lot. No structure of a temporary character, trailer, shack, barn, storage sheds or other outbuildings, shall be permitted on any Lot without prior consent of the Association in accordance with Article X. Construction trailers and/or storage sheds shall be permitted during construction of any dwelling.

9.2.6 Radio and Television Antennas. No satellite dish antennas or free standing shall permitted on any Lot. All radio or television antenna shall be located with the Dwelling Unit.

9.2.7 Fences. No fences, walls or hedges shall be erected or placed on any Lot without prior written consent in accordance with Article X. No chain link shall be permitted.

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

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

9.3.1.1 levy a fine against the Owner or Occupant which shall also be an Individual Assessment under Section 7.4.

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

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

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

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

ARTICLE X

Architectural Review

10.1 Applicability. The Declarant shall have the exclusive right to review and approve all New Construction. New Construction for purposes of this section shall mean any Improvement made, contracted to be made, or anticipated or contemplated to be made prior to occupancy of the Dwelling Unit constructed on the Lot. The Declarant shall develop and promulgate Design and Development Guidelines and Procedures. No New Construction shall be commenced until compliance with such Guidelines and Procedures has been obtained. All subsequent architectural review shall be performed by the Board, or a committee appointed by the Board, in accordance with the provisions of this Article. If the Board appoints a committee to perform the architectural review functions, there shall be no less than three (3) and no more than five (5) members, all of whom must be Owners. The terms of office shall be as designated by the Board. Any Owner who wishes to make any Improvement to his or her Lot or Dwelling Unit is required to obtain the approval of the Board pursuant to this Article prior to making such Improvement. Any Owner who makes an Improvement without the prior approval of the Board shall be deemed a violation of this Declaration; and the Board upon its own motion, shall proceed as though the Owner gave notice of completion as specified in Section 10.9.1. Nothing in this Article shall be deemed to relieve any Owner from obtaining all necessary consents and permits and otherwise complying with all applicable state and local laws and ordinances.

10.2 Definition of Improvement. For purposes of this Article, "Improvement" shall mean:

10.2.1 Any alteration or addition which affects the exterior of the Lot or Dwelling Unit;

10.2.2 Any thing or object (other than trees, shrubbery, landscaping and hedges less than two feet high) the placement of which on the Lot may affect the appearance of such Lot, including without limitation, any building, garage, porch, shed, greenhouse, bathhouse, coop, cage, covered or uncovered patio or deck, swimming pool, fence, play structure, curbing, paving, wall, signboard, or any temporary *
or permanent improvement on such Lot;

10.2.3 Any excavation, fill, ditch, dam or other thing or device which affects or alters the natural flow of surface waters, from, upon or across, any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot; and

10.2.4 Any change in grade of any Lot or more than six inches.

10.2.5 Improvement shall not include repainting in the original color scheme and routine repairs which do not alter the external appearance.

10.3 Duties. The Board shall consider and act upon proposals and/or plans submitted pursuant to this Article. The Board, from time to time and in its sole discretion, may propose, adopt and promulgate architectural rules, regulations and guidelines ("Architectural Standards"). The Architectural Standards shall interpret and implement the provisions of this Declaration by setting forth the standards and

procedures for architectural review and guidelines for architectural design, color schemes, exterior finishes and materials and similar features which may be used in the Property.

10.4 Application for Approval of Improvements. Any Owner, except the Declarant and Builder, who wants to make an Improvement shall notify the Board in writing of the nature of the proposed work and shall furnish such information as may be required by the Architectural Standards or reasonably requested by the Board.

10.5 Basis for Approval of Improvements. The Board may approve the proposal only if the Board finds that (i) the plans and specifications conform to this Declaration and to the Architectural Standards in effect at the time that the proposal was submitted; and (ii) the proposed Improvement will be consistent with the standards within the Property as to the quality of workmanship and materials, harmony of exterior design and visibility with respect to existing structures, environment, location with respect to topography, and finished grade elevations.

10.6 Form of Approvals and Denials. All approvals and denials shall be in writing. Any denial of a proposal must state the reasons for the decision to be valid. Any proposal which has not been rejected in writing within sixty (60) days from the date of submission shall be deemed approved.

10.7 Proceeding With Work. Upon approval of the Board, the Owner shall diligently proceed with the commencement and completion of all work so approved. Work must be commenced within six (6) months from the date of the approval. If the Owner fails to comply with the provisions of this Section, the approval given shall be deemed revoked unless the Board extends the time for commencement. Any request for an extension shall be in writing. No extension shall be granted unless the Board finds that there has been no change in the circumstances under which the original approval was granted.

10.8 Failure to Complete Work. Completion of the work approved must occur in the three (3) month period following the approval of the work unless the Board determines that completion is impossible or would result in great hardship to the Owner due to strike, fires, national emergencies, natural calamities or other supervening forces beyond the control of the Owner or his agents. If the Owner fails to complete the work within the three (3) month period, the Board shall proceed in accordance with the provisions of section 10.9.2 below.

10.9 Determination of Compliance. Any work performed, whether or not the Owner obtained proper approvals, shall be inspected and a determination of compliance shall be made as follows:

10.9.1 Upon the completion of any work performed by a Owner for which approval was required, the Owner shall give written notice of completion to the Board. If the Owner fails to give the notice of completion of work performed for which approval was required, the Board may proceed upon its own motion.

10.9.2 Within sixty (60) days the Board shall inspect the work performed and determine whether it was performed in substantial compliance with the approval granted. If the Board finds that the work was not performed in substantial compliance with the approval granted or if the Board finds that the approval required

was not obtained, the Board shall notify the Owner in writing of the non-compliance. The notice shall specify the particulars of non-compliance and shall require the Owner to remedy the non-compliance.

10.10 Failure to Remedy the Non-Compliance. If the Board has determined that a Owner has not constructed an Improvement consistent with the specifications of the approval granted and if the Owner fails to remedy such non-compliance in accordance with the provisions of the notice of non-compliance, then after the expiration of thirty (30) days from the date of such notification, the Board shall provide a hearing to consider the Owner's continuing non-compliance. At the hearing, if the Board finds that there is no valid reason for the continuing non-compliance, the Board shall determine the estimated cost of correcting it. The Board shall then require the Owner to remedy or remove the same within a period of not more than forty-five (45) days from the date of the Board's determination. If the Owner does not comply with the Board's ruling within such period or within any extension of such period as the Board, in its discretion, may grant, the Board may either remove the non-complying Improvement or remedy the non-compliance. The costs of such action shall be assessed against the Owner as a Individual Assessment.

10.11 Waiver. Approval of any plans, drawings or specifications for any work proposed, or for any other matter requiring approval, shall not be deemed to constitute a waiver of any right to deny approval of any similar plan, drawing specification or matter subsequently submitted for approval.

10.12 Estoppel Certificate. Within thirty (30) days after written demand is delivered to the Board by any Owner, and upon payment to the Association of a reasonable fee (as fixed from time to time by the Association), the Board shall record an estoppel certificate, executed by any two (2) Trustees certifying that as of the date thereof, either: (a) the work completed complies with this Declaration or (b) the work completed does not comply. In the latter situation, the certificate shall also identify the particulars of the non-compliance. Any successor in interest of the Owner shall be entitled to rely on the certificate with respect to the matters set forth. The certificate shall be conclusive as between the Association, Declarant and all Owners and such persons deriving any interest through any of them.

10.13 Liability. If the Declarant or the Trustees have acted in good faith on the basis of such information possessed by them, neither the Declaration nor Board nor any Trustee shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed due to: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (b) the construction or performance of any work whether or not pursuant to approved plans, drawings, and specifications; or (c) the execution and filing of any estoppel certificate, whether or not the facts therein are correct.

ARTICLE XI

Conveyance or Encumbrance of Common Elements

11.1 Conveyance or Encumbrance. Portions of the Common Elements may be conveyed or subjected to a security interest by the Association if Owners entitled to cast 75% of the votes in the Association agree to that action. Proceeds of a sale are assets of the Association.

11.2 Access; Priority. A conveyance or encumbrance of the Common Elements shall not deprive any Lot or Dwelling Unit of its rights of access nor affect the priority of validity of pre-existing encumbrances.

ARTICLE XII

Insurance and Casualty Losses

12.1 Insurance. The Board or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Elements against loss or damage by fire, other hazards, including all risk coverage, vandalism and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall also obtain a public liability policy covering the Common Elements, the Association, and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, and if reasonably available, directors' and officers' liability insurance. The public liability policy shall have such coverages as the Board in its discretion may decide to be reasonable after due consideration of all factors involved. Premiums for all insurance on the Common Elements, public liability and directors' and officers' insurance shall be Common Expenses of the Association. The policy may contain a reasonable deductible and the amount thereof shall be added to the face amount of the policy in determining whether the insurance equals the full replacement cost.

Cost of insurance coverage obtained for the Common Elements, public liability, and directors' and officers' shall be included in the General Assessment, as defined in Article VII, Section 7.3.

All such insurance coverage obtained by the Board shall be written in the name of the Association, as Trustee, for the respective benefited parties, as further identified below. Such insurance shall be governed by the provisions hereinafter set forth:

12.1.1 All policies on the Common Elements shall be for the benefit of the Lot Owners and their mortgagees at their interests may appear.

12.1.2 Exclusive authority to adjust losses under policies in force on the Property obtained by the Association shall be vested in the Board; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

12.1.3 In no event shall the insurance coverage obtained by the Board hereunder be brought into contribution with insurance purchased by individual Owners, Occupants, or their mortgagees, and the insurance carried by the Association shall be primary.

12.1.4 All casualty insurance policies shall have an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Butler County, Ohio area.

12.1.5 The Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

12.1.5.1 a waiver of subrogation by the insurer as to any claims against the Board, its manager (if any), the Owners and their respective tenants, servants, agents and guests;

12.1.5.2 a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

12.1.5.3 that no policy may be cancelled, invalidated, or suspended on account of the acts of any one or more individual Owners;

12.1.5.4 that no policy may be cancelled, invalidated or suspended on account of the conduct of any trustee, officer or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner or mortgagee; and;

12.1.5.5 that any "other insurance" clause in any policy exclude individual Owner's policies from consideration.

12.2 Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

12.2.1 If the damages or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction is made after making such settlement as is necessary and appropriate with the affected Owner or Owners and their mortgagee(s), as their interests may appear, if any Lot is involved, shall be retained by and for the benefit of the Association. This is a covenant for the benefit of any mortgagee of a Lot and may be enforced by such mortgagee.

12.2.2 If it is determined, as provided for in Section 12.3.2 of this Article, that the damage or destruction of the Common Elements for which the proceeds are paid shall not be repaired or reconstructed such proceeds shall be disbursed in the manner as provided for excess proceeds in Section 12.2.1 hereof.

12.3 Damage or Destruction.

12.3.1 Immediately after the damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in the paragraph, means repairing or restoring the Property to substantially the same condition in which it existed prior to the fire or other casualty.

12.3.2 Any damage or destruction to the Common Elements shall be repaired or reconstructed unless at least seventy-five (75%) percent of the total vote of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said

period, then the period shall be extended until such information shall be made available; provided, however, that such extension shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination of whether the Common Elements damage or destruction shall be repaired or reconstructed.

12.3.3 In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Elements shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event that property shall be restored to its natural state and maintained as an undeveloped portion of the Common Elements by the Association in a neat and attractive condition.

12.4 Repair and Restoration. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Members, levy a Special Assessment against all Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the cost of repair, such excess shall be deposited to the benefit of the Association.

ARTICLE XIII

Condemnation

Whenever all or any part of the Common Elements shall be taken (or conveyed in lieu of and under threat of condemnation by the Board, acting on its behalf or on the written direction of all Owners of Lots subject to the taking, if any) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, unless otherwise prohibited by law. The award made for such taking shall be payable to the Association, as trustee for all Owners, to be disbursed as follows:

If the taking involves a portion of the Common Elements on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant and at least seventy-five (75%) percent of the Members of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Elements, to be extent lands are available therefore, in accordance with plans approved by the Board. If such improvements are to be repaired or restored, the above provisions in Article XII hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Elements, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE XIV

Development Rights

14.1 Submission of Additional Land. The Declarant reserves the rights to submit all or any portion of the Additional Land to the terms of this Declaration at any time during the Development Period. The submission shall be accomplished by the filing of a Supplemental Declaration identifying the Additional Land, the Lots and the Common Elements.

14.2 Notice to the Board. The Declarant shall promptly notify the Board of the filing of any Supplemental Declaration.

14.3 Easements Reserved. The Declarant reserves for itself, its successors and assigns and any Bullder, the following easements:

14.3.1 Easements for drainage and all utilities as shown on the Record Plan and any replats thereof.

14.3.2 Easements for ingress, egress, drainage and all utilities over the Common Elements provided that such easements do not unreasonably interfere with any Owner's rights of enjoyment.

14.3.3 An easement over the Common Elements as may be reasonably necessary for the purpose of discharging its obligations or exercising any rights under the Declaration.

14.3.4 An easement for ingress, egress, drainage and all utilities over the Common Elements and in favor of the Additional Property and the right to convey that easements to others in the event that the Additional Property is not submitted to this Declaration.

14.4 Assignment of Development Rights. The Declarant reserves the right to assign any or all of its Development Rights to any person or entity for the purpose of further development and improvement of the Property. No assignment shall be effective unless in a writing filed with the Recorder of Butler County, Ohio

14.5 Transfer of Development Rights by Foreclosure. Unless otherwise provided in any mortgage securing the Property held by Declarant, in the case of foreclosure of such mortgage, deed in lieu of foreclosure, judicial sale, tax sale, sale under the U.S. Bankruptcy Code or receivership proceedings, of any portion of the Property held by the Declarant subject to the Development Rights herein reserved (including the Special Declarant Rights), a person acquiring title to such property, but only upon his request, succeeds to all such Development Rights. The judgment or instrument conveying title must provide for the transfer of such rights. Upon foreclosure sale, deed in lieu of foreclosure, judicial sale, tax sale, sale under the U.S. Bankruptcy Code or receivership proceedings, the Declarant ceases to have any of the rights herein reserved. A successor to the Development Rights held by a transferee who acquired such rights pursuant to this Section, may declare by a recorded instrument the intention to hold such rights solely for transfer to another person. Thereafter, until transferring such Development Rights to any person acquiring title to the Property subject to the Development Rights, or until recording an instrument permitting exercise of such rights, that successor may not

exercise any of those rights, and any attempted exercise is void. So long as a successor declarant may not exercise any Development Rights under this section, such declarant is not subject to any liability as a declarant.

ARTICLE XV

Special Declarant Rights

15.1 Use for Sale Purposes. Declarant reserves for itself, its successors and assigns, and any Builder the right to maintain sales offices and models on the Lots.

15.2 Signs and Marketing. The Declarant reserves the right for itself and any Builder to post signs and displays in the Property to promote sales of Lots, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Owners.

15.3 Control of the Association.

15.3.1 Appointment of Trustees and Officers. The Declarant reserves the right to appoint and remove the members of the Board and the Officers of the Association for a period which shall terminate no later than the earlier of.

15.3.1.1 sixty (60) days after the conveyance of 75% of the Lots that may be created to Owners other than Declarant or any Builder;

15.3.1.2 two (2) years after Declarant, any Successor Declarant or any Builder have ceased to offer Lots for sale in the ordinary course of business; or

15.3.1.3 two (2) years after the right to submit Additional Land was last exercised.

15.3.2 Early Termination of Control. The Declarant may voluntarily surrender the right to appoint and remove trustees and officers before the termination of the period set forth above. In that event, the Declarant may require, for the duration of that period, that specified actions of the Association or the Board, be approved by Declarants before they become effective. Such voluntary termination shall be evidenced by a recorded instrument executed by the Declarant setting forth the termination of right to appoint and the actions which require Declarant's approval.

15.3.3 Transition from Declarant Control. Not later than sixty (60) days after conveyance of Twenty-five (25%) percent of the Lots that may be created to Owners other than Declarant or any Builder, one (1) member of the Board must be elected by the Owners other than Declarant or any Builder. Not later than Sixty (60) days after conveyance of Fifty (50%) percent of the Lots that may be created to Owners other than Declarants or Builders, two (2) members of the Board must be elected by Owners other than Declarants or any Builder. Upon termination of the period of Declarant control as set forth above all members of the Board shall be elected by the Owners.

15.4 Declarant's Personal Property. The Declarant and any Builder reserve the right to retain all personal property and equipment used in sales, management, construction and maintenance of the premises that has not been represented as property of the Association. The Declarant and Builder reserve the right to remove, within One

(1) year after the sale of the last Lot, from the Property any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

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

15.6 Merger with Beckett Ridge Association-I. At any time during the Development Period, the Declarant, in its sole discretion, may cause the Association to be merged with Beckett Ridge Association-I, an Ohio nonprofit corporation charged with the administration of Declaration of Common Open Space for Beckett Ridge Subdivision. Each Builder and Owner by acceptance to a deed for a Lot agrees to such merger. Coupled with this option to merge the Association, the Declarant expressly reserves in favor of itself, its successors and assigns, a power of attorney to act on behalf of any person having an interest in the Property, whether such interest is legal or equitable, including interests held as security for an obligation, granting to the Declarant, its successors and assigns, the power to vote for such merger and to take such steps and execute such documents as are necessary to effect such merger. Each Builder and Owner understands that if such merger is effected, then the Property may be subject to additional assessments as may be levied by Beckett Ridge Association-I. Nothing herein shall be construed as a representation that such merger will be pursued and/or completed.

ARTICLE XVI

Duration, Amendment and Termination

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

16.2 Amendment. Except as provided in this Section 16.2 prior to the end of the Development Period, any provision of this Declaration may be amended in whole or in part by a recorded instrument executed by Declarant and approved by the Owners of at least 75% of all Lots.

Except as provided in this Section 16.2 after the end of the Development Period, any provision of this Declaration may be amended in whole or in part by a recorded instrument approved by the Owners of at least seventy-five (75%) percent of all Lots.

All Amendments shall be executed by the Declarant, and any Builder, if required, and shall be executed by the President and Secretary of the Association. Such Amendment shall certify that the proper notices were sent and that the requisite vote was obtained. Amendments need not be signed by the Owners.

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

16.3.1 Consent Required. This Declaration may be terminated only upon consent of Eighty (80%) Percent of the Owners, and if during the Development Period, by the Declarant.

16.3.2 Agreement to Terminate. No termination shall be effective unless an agreement to terminate is filed for record with the Butler County Recorder. This agreement shall be executed in the same manner as a deed by the requisite number of Owners. The agreement shall provide for disposition of the Common Elements, disposition of Association funds and other resolutions and provisions necessary to terminate the regime and wind up the affairs of the Association.

ARTICLE XVII

Miscellaneous

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

17.2 Notices. Any notice required or permitted to be given to an Owner or resident by the Board pursuant to the provisions of this Declaration shall be deemed given when mailed by United States mail, postage prepaid, addressed to such person's last address as it appears on the records of the Association.

17.3 Construction. The Board shall have the right to construe the provisions of this Declaration, and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding as to all persons and entities benefited or bound by the provisions of this Declaration.

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

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

Signed and Acknowledged
in the presence of:

James A. Matre
(signature)
JAMES A. MATRE
(printed name)

Cynthia Scanlon
(signature)
Cynthia Scanlon
(printed name)

James A. Matre
(signature)
JAMES A. MATRE
(printed name)

Cynthia Scanlon
(signature)
Cynthia Scanlon
(printed name)

State of Ohio
County of Butler

The foregoing instrument was acknowledged before me, this 5th day of October, 1995, by Ronald D. Coffman, Secretary of Conn-Coffman Development Corp. an Ohio corporation, on behalf of the corporation.

Conn-Coffman Development Corp.

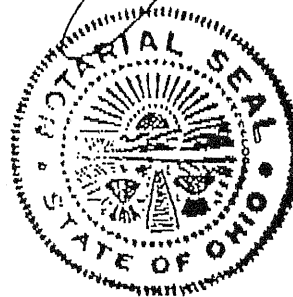
Ronald D. Coffman
By: Ronald D. Coffman
Ronald D. Coffman, Secretary

The Pointe at Beckett Home Owners
Association

Ronald D. Coffman
By: Ronald D. Coffman
Ronald D. Coffman, President

Carol A. Griffith
By: Carol A. Griffith
Carol A. Griffith, Secretary

James A. Matre
Notary Public, State of Ohio



JAMES A. MATRE, Attorney at Law
Notary Public, State of Ohio
My Commission has no Expiration
Date, Section 147.03 O.R.C.

State of Ohio
County of Butler

The foregoing instrument was acknowledged before me, this 5th day of October, 1995, by Ronald D. Coffman, President and Carol A. Griffith, Secretary of The Pointe At Beckett Home Owners Association, an Ohio nonprofit corporation, on behalf of the corporation.

James A. Matre
Notary Public, State of Ohio



JAMES A. MATRE, Attorney at Law
Notary Public, State of Ohio
My Commission has no Expiration
Date, Section 147.03 O.R.C.

VOL 1735 PAGE 678
EXHIBIT "A"

Situate in Section 28, Town 3, Range 2, Union Township, Butler County, Ohio, and being:

Entire Lots 1 through 43 as shown on the Record Plan of The Pointe at Beckett Subdivision Section One, Plat Envelope 2050 AB44 Butler County Recorder's Office.

Together with all easements as shown on the Record Plan.

LEGAL DESCRIPTION
69.579 ACRES
FOR
CONN-COFFMAN DEVELOPMENT CORP.

Situated in Section 28, Town 3, Range 2, Union Township, Butler County, Ohio and being more particularly described as follows:

Beginning at a $\frac{1}{4}$ " iron pin found at the northwest corner of Section 28; thence along the north line of Section 28, S 89° 00' 31" E a distance of 1653.76 feet to a $\frac{1}{4}$ " iron pin set; thence along a new division line in the original 78 acre tract conveyed to Helen Marcus in Deed Book 1350, Page 455, S 14° 00' 31" E a distance of 351.99 feet to a $\frac{1}{4}$ " iron pin set; thence along another new division line in said 78 acre tract, S 89° 00' 31" E a distance of 970.61 feet to a railroad spike set in the centerline of LeSourdesville-West Chester Road, witness a $\frac{1}{4}$ " iron pin set, N 89° 00' 31" W at 20.06 feet; thence along the centerline of LeSourdesville-West Chester Road, S 5° 20' 34" W a distance of 944.99 feet to a railroad spike set; thence along the northerly line of Hickory Hill Subdivision as recorded in Plat Book 728, Pages C & D, the northerly line of a 24.147 acre tract as recorded in Deed Book 1674, Page 744 and the northerly line of a 5.747 acre tract as recorded in Deed Book 1600, Page 579, N 86° 49' 45" W, passing a concrete monument found at 40.03 feet and a $\frac{1}{4}$ " iron pin found at 1780.93 feet, a total distance of 2749.30 feet to the center of an existing fence post; thence along the west line of Section 28, N 6° 00' 56" E a distance of 1182.25 feet to the Point of Beginning, containing 69.579 acres more or less and being subject to easements, restrictions and rights-of-way of record.

Save and excepting

Situate in Section 28, Town 3, Range 2, Union Township, Butler County, Ohio and being:

Entire Lots 1 through 43 as shown on the Record Plan of The Pointe at Beckett Subdivision Section One, Plat Envelope 2050 ABCD, Butler County Recorder's Office.

Exhibit A

Entire Lots numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, and 43 as the same are known and designated on the Record Plan of the Pointe at Beckett subdivision, Section 1, Plat Envelope 2050 ABCD, Butler County, Ohio Plat Records.

Entire Lots numbered 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, and 97 as the same are known and designated on the Record Plan of the Pointe at Beckett subdivision, Section 2, Plat Envelope 2389 ABD, Butler County, Ohio Plat Records.

Entire Lots numbered 98, 99, 100, 101, 102, 103, 104, 105, 106, and 107 as the same are known and designated on the Record Plan of the Pointe at Beckett subdivision, Section 3, Plat Envelope 2390 ABC, Butler County, Ohio Plat Records.

**CODE OF REGULATIONS
FOR
THE POINTE AT BECKETT
HOME OWNERS ASSOCIATION**

**ARTICLE I
GENERAL**

SECTION 1. Name and Nature of the Association. The name of the Association shall be The Pointe at Beckett Homeowners Association, and shall be an Ohio non-profit corporation.

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

SECTION 3. Definitions. The terms used in this Code of Regulations shall have the same meaning as set forth in the Declaration, unless the context shall prohibit.

**ARTICLE II
MEETINGS OF MEMBERS**

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

SECTION 2. Annual Meetings. The first meeting of the Members, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. The next annual meeting shall be set by the Board so as to occur no later than thirty (30) days before the close of the Association's fiscal year. Subsequent annual meetings of the Members shall be held within thirty (30) days of the same day of the same month of each year thereafter at an hour set by the Board. The annual meeting of the Members shall be held at a date and time as set by the Board.

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

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

provided in this Section shall be considered service of notice. Except as provided in Section 4.5 of the Declaration, notices shall be served not less than ten (10) nor more than sixty (60) days before a meeting.

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

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

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

SECTION 7. Voting Rights. Each Lot shall have one vote. If only one of several Owners for a Lot is present at a meeting of the Association, that Owner is entitled to cast the vote allocated to that Lot. If more than one of the Owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any one of the Owners casts a vote allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. The Association may adopt rules regarding deadlocks. No votes allocated to a Lot owned by the Association may be cast. Cumulative voting shall not be permitted.

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

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

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

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

SECTION 11. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in the minute book all resolutions adopted, as well as a record of all transactions occurring thereat.

SECTION 12. Action Without A Meeting. Any action which may be authorized or taken at a meeting of the members, except the election of Board members, may be authorized or taken without a meeting with the affirmative vote or approval, and in writing or writings signed by not less than a majority of the Members. Any such writing shall be entered into the minute book of the Association.

ARTICLE III BOARD OF TRUSTEES

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

SECTION 2. Number and Qualification of Trustees. The initial Board of Trustees in the Association shall consist of three (3) persons and shall be those named in the Article of Incorporation or other such person or persons as may be elected. At such time as the Declarant's right to appoint members of the Board ceases pursuant to Article XV, Section 15.3 of the Declaration, the Board shall be expanded to consist of five (5) persons. Except those initially appointed by the Declarant, all Trustees must be Owners. The spouse of an Owner is qualified to act as a Trustee if both the Owner and the spouse occupy the Lot. Except for those initially appointed by the Declarant, no person and his or her spouse may serve on the Board at the same time.

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

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

Board may adopt rules regarding nominations and procedure for elections. Election to the Board shall be by secret written ballot and at such elections, the Members or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration.

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

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

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

SECTION 7. Removal of Trustees. Except for those appointed by the Declarant, at any regular or special meeting of the Association duly called, any one or more of the members of the Board of Trustees may be removed, with or without cause, by a majority vote of the Owners, and a successor may then and there be elected to fill the vacancy thus created. A Trustee whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting and the purposes thereof and shall be given an opportunity to be heard at the meeting. Additionally, any Trustee who has three (3) unexcused absences from Board meetings or who is delinquent in payment of an Assessment for more than twenty (20) days may be removed by a majority vote of the Trustees at meeting, a quorum being present.

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

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

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

SECTION 11. Notice of Meetings; Waiver. Notice of the time and place of each meeting of the Trustees, whether regular or special, shall be given to each Trustee by one of the following methods: (a) personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Trustee or to a person at the Trustee's home or place of business who would reasonably be expected to

communicate such notice promptly to the Trustee; or (d) by telegram or cablegram, charges prepaid. All such notices shall be given or sent to the Trustee's address or telephone number as shown on the records of the Association. Notice sent by first class mail shall be deposited into a United States mailbox, at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, telegraph or cablegram company at least seventy-two (72) hours before the time set for the meeting. Notices shall also be posted at a prominent place within the Properties not less than seventy-two (72) hours prior to the scheduled time of the meeting.

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

SECTION 12. Quorum of the Board of Trustees. At all meetings of the Board of Trustees, a majority of the Trustees shall constitute a quorum for the transaction of business, and the votes of a majority of the Trustees present at a meeting at which a quorum is present shall constitute the decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of the Trustees, if any action taken is approved by at least a majority of the required quorum for that meeting. Notice of adjournment of a meeting need not be given if the time and place to which it is adjourned are fixed and announced at such meeting. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted.

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

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

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

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

ARTICLE IV OFFICERS

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

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

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

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

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

ARTICLE V COMMITTEES

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

ARTICLE VI DETERMINATION AND PAYMENT OF ASSESSMENTS

SECTION 1. Adoption of Budget. It shall be the duty of the Board to prepare and adopt a budget covering the estimated common expenses of the Association for the coming fiscal year. The budget shall also include a capital contribution or reserve in accordance with a capital budget separately prepared. After adoption of the budget, the

Board shall cause the summary of the budget and the Assessments to be levied against each Lot for the following year to be delivered to each Owner. Such summary shall be delivered at least thirty (30) days prior to the start of the fiscal year. The budget and Assessments shall take effect on the first day of the fiscal year.

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

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

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

SECTION 5. Payment, Delinquency and Acceleration. Unless otherwise determined by the Board, all Assessments shall be payable bi-annually. Any installment of an Assessment shall become delinquent if not paid on the due date as established by the Board. With respect to each installment of an Assessment not paid within five (5) days after its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, together with interest at the rate provided in Section 1343.03 of the Ohio Revised Code and as amended from time to time calculated from the date of delinquency to and including the date full payment is received by the Association. If any installment of an Assessment is not paid within three (3) days after its due date, the Board may, at its election, declare all of the unpaid balance of the Assessment for the then current fiscal year, attributable to that Lot, to be immediately due and payable without further demand and may enforce collection of the full Assessment and all charges thereon in any manner authorized by Law, the Declaration and this Code of Regulations.

SECTION 6. Remedies for Default. If an Owner is in default of payment of an Assessment, the Board may authorize collection through any lawful means, including foreclosure of the lien. Interest and all costs of such collection, including but not limited to court costs, lien fees, attorney fees shall be included in the amount due from the Owner and may be collected. The Board may authorize the Association to bid its interest at any foreclosure sale and to acquire, hold, lease, mortgage and convey any Lot.

ARTICLE VII MISCELLANEOUS

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

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

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

SECTION 4. Books and Records.

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

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

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

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

iii. payment of the cost of reproducing copies requested by a Member.

c. Inspection by Trustees. Every Trustee shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Trustee includes the right to make extracts and copies of documents at the expense of the Association.

SECTION 5. Notices. Unless otherwise provided in this Code of Regulations, all notices, demands, bills, statements, or other communications under this Code of Regulations shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by first class mail, postage prepaid:

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

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

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

TRANSFER NOT NECESSARY
BY 10-18-95 M.D. DEPT.
AUDITOR, BUTLER CO., OHIO

FIRST AMENDMENT TO THE DECLARATION
ON COVENANTS, CONDITIONS AND RESTRICTIONS,
AND RESERVATION OF EASEMENTS
FOR THE POINTE AT BECKETT
HOME OWNERS' ASSOCIATION

Whereas, the Declaration of Covenants, Conditions and Restrictions for The Pointe at Beckett Home Owners' Association is recorded in Volume 1735, page 649 of the Deed Records of Butler County (the Declaration), and

Whereas, the Declaration is binding upon all Owners and the property described in Exhibit A, attached, and

Whereas, Conn-Coffman Development Corp., is the Declarant of the Declaration, and

Whereas, pursuant to Article XVI, section 16.2, the Declaration may be amended by a recorded instrument executed by the Declarant and approved by the Owners of at least Seventy-five (75%) percent of the Lots, and

Whereas, the Declarant and the Owners desire to amend the Declaration as to certain restrictions; now therefore

Conn-Coffman Development Corp. hereby amends the Declaration as follows:

1. Article IX, Section 9.2.6 is hereby deleted and the following is substituted in its place:

9.2.6 Radio and Television Antennas. No exterior antennas of any type or design may be erected or placed upon any Lot or Dwelling Unit, unless such antenna has previously approved in accordance with Article X and the same strictly conforms to the specifications and guidelines as to size, design, location and screening as promulgated by the Association pursuant to Article X.

The Pointe at Beckett Home Owners' Association joins in this Amendment to certify that the proper notices were sent and the requisite vote to amend was obtained.

In witness whereof, Conn-Coffman Development Corp. has caused this instrument to be signed pursuant to a resolution of the Board of Directors, this 5th day of October, 1995. The Pointe at Beckett Home Owners' Association has caused this instrument to be signed by its President and Secretary, this 5th day of October, 1995.

9500051487
Filed for Record in
BUTLER COUNTY, OHIO
JOYCE B THALL
On 10-18-1995 At 02:01 pm.
DECL 22.00
Book OR Vol. 5467 Page 14

ARTICLES OF INCORPORATION

THE POINTE AT BECKETT
HOME OWNERS ASSOCIATION

In compliance with the requirements of the provisions of Chapter 1702 of the Revised Code of Ohio, the undersigned hereby forms a corporation not-for-profit and certifies:

ARTICLE I

NAME

The name of the corporation is The Pointe at Beckett Home Owners Association.

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Association shall be in Union Township, Butler County, Ohio, or such place in Butler County, Ohio, as the Board of Trustees of the Association shall specify from time to time.

ARTICLE III

PURPOSE AND POWER

The purposes for which this Association is formed are to act on behalf of the Owners to provide for maintenance, preservation and architectural-control of the property, and to promote the health, safety and welfare of the residents. To promote these purposes, the Association shall have the following powers:

- a. adopt and amend a Code of Regulations for the government of the Association, the conduct of its affairs and the management of the Property;
- b. adopt rules and regulations for the use and occupation of the Common Elements and to enforce violations of the rules and regulation and the provisions and restrictions of the Declaration as against the Owners and Occupants;
- c. adopt and administer Architectural Standards and enforce violations hereof;
- d. adopt and amend budgets for revenues, expenditures and reserves and levy and collect Assessments from Owners;
- e. hire and discharge managing agents and other employees, agents and independant contractors;

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

g. make contracts and incur liabilities;

h. regulate the use, maintenance, repair, replacement and modification of the Common Elements for which the Association has maintenance responsibility and other rights as set forth in the Declaration;

i. cause additional improvements to be made as part of the Common Elements except that this power shall be limited to improvement required solely for surface water management, landscaping, street lighting, signage and/or recreational purposes;

j. acquire, hold, encumber and convey in its own name any right, title or interest to real estate or personal property, but Common Elements may be conveyed or subjected to a security interest only pursuant to Article XI of the Declaration;

k. grant easements, liens, licenses and concessions through or over the Common Elements;

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

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

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

o. provide for indemnification of its officers and board of trustees and maintain directors' and officers' liability insurance;

p. assign its right to future income, including the right to receive Common Expense Assessments, except that this power shall be limited to the purposes of repair of existing structures or improvements;

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

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

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

The Association shall not do any act or enter into any agreement or enter into any transaction in a manner which would violate any provision of Chapter 1702 of the Ohio Revised Code or the provisions of these Articles, the Declaration or the Bylaws.

ARTICLE IV

MEMBERSHIP

Every person or entity who is a record owner of a Unit shall be a member of the Association, and is herein called "an owner". The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Lot, and transfer of a Lot shall automatically transfer membership to the transferee. Voting rights of members shall be as set forth in the Declaration and Code of Regulations.

ARTICLE V

BOARD OF TRUSTEES

The names and addresses of the persons who are initially to act in the capacity of Trustees, until the election of their successors, (as provided in the Declaration and Code of Regulations), are:

Ronald D. Coffman	9690 Cincinnati-Columbus Road Cincinnati, Ohio 45242
Raymond A. Conn	9690 Cincinnati-Columbus Road Cincinnati, Ohio 45242
Carol Griffith	9690 Cincinnati-Columbus Road Cincinnati, Ohio 45242

The number, qualifications, manner and time of election of successor Trustees and their terms of office, shall be as set forth in the Declaration and Code of Regulations.

The Board of Trustees shall have all of the powers and all of the duties of the Board of Trustees as defined in Chapter 1702 of the Revised Code of Ohio, except as such powers may be limited or expanded by the provisions of these Articles, the Declaration or the Code of Regulations.

ARTICLE VI

NOTICE AND QUORUM

Notice and quorum requirements shall be in accordance with the provisions of the Declaration and the Code of Regulations.

ARTICLE VII

INDEMNIFICATION

(1) The Association shall indemnify every person who is or has been a Trustee, officer, volunteer, agent or employee of the Association and those persons'

respective heirs; legal representatives, successors and assigns, against expenses, including attorneys' fees, and judgments, decrees, fines, penalties, and amounts paid in settlement actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether in an action or proceeding by or in the right of the Association, or otherwise, in which such person was or is a party or is threatened to be made a party by reason of the fact that person was a Trustee, officer, employee, volunteer or agent of the Association, or is or was serving in such capacity at the request of the Association, provided that person (a) acted in good faith and in a manner that person believed to be in or not opposed to the best interests of the Association, and (b) in any matter the subject of a criminal action or proceeding, had no reasonable cause to believe the questioned conduct was unlawful, but provided that in the case of any threatened pending or completed action or suit by or in the right of the Association to procure a judgment in its favor against any such person by reason of that person serving in such capacity, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of a duty to the Association unless and only to the extent that the Court in which such action was brought shall determine upon application that in view of all the circumstances of the case that person is fairly and reasonably entitled to indemnity for such expenses as the Court shall deem proper.

(2) Unless ordered by a Court, the determination of indemnification, pursuant to the foregoing criteria, shall be made (a) by a majority vote of a quorum of Trustees of the Association who were not and are not parties to or threatened with any such action, suit or proceeding, or (b) if such a quorum is not obtainable, or if a majority of the quorum of disinterested Trustees so direct; in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Association or any person to be indemnified within the past five years, or (c) by the owners, or (d) by the Court in which such action, suit or proceeding was brought.

(3) Any such indemnification shall not be deemed exclusive of any other rights to which such person may be entitled under law, any agreement, or any insurance purchased by the Association, or by vote of the owners, or otherwise.

ARTICLE VIII

DURATION

The Association may be dissolved only with the same consents as are required to terminate the regime, as provided in the Declaration.

ARTICLE IX

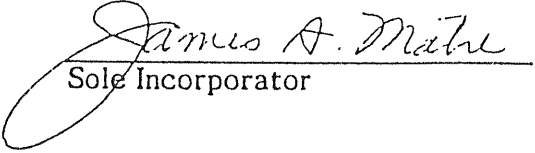
DEFINITIONS

All terms used herein shall have the same meanings as set forth in the Declaration.

ARTICLE X

AMENDMENTS

The Articles may be amended only under the same terms and conditions, and with the same approvals, as are provided in the Declaration for its amendment.


Sole Incorporator

EASEMENT DEED

CONN-COFFMAN DEVELOPMENT CORPORATION, an Ohio corporation hereby grants to THE POINTE AT BECKETT HOME OWNERS ASSOCIATION, an Ohio nonprofit corporation, certain Private Drainage Easements, Landscape Easements and Entrance Structure Maintenance Easements as set forth on the recorded plat of The Pointe At Beckett, Plat Envelope 2050 A-D Butler County Recorder's Plat Records;

By acceptance of this Easement Deed, THE POINTE AT BECKETT HOME OWNERS ASSOCIATION agrees to maintain such easements and any structures thereon in accordance with the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for The Pointe at Beckett Home Owners Association recorded in Deed Volume 1735, page 649, and the criteria, regulations and guidelines set forth by the Butler County Engineer. By acceptance of such responsibility, the Association shall not be liable for any damage caused by surface water, erosion, landslide or other similar causes, unless such damage was approximately caused by the Association's failure to exercise ordinary care in carrying out its duties and responsibilities.

The Association may dedicate such easements to the County or other governmental body in the event that such dedication becomes possible in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have hereunto set their hands, this 25th day of September, 1991.

Signed and Acknowledged
in the Presence of:

Carol A. Griffith
Shirley A. Rainor

RECEIVED FOR RECORD
JOYCE B. HALL, REC'D OFF
BUTLER COUNTY, OHIO
CONN-COFFMAN DEVELOPMENT CORP.
By: Raymond A. Conn

91 OCT -7 AM 9:27

Raymond Conn, President

RECORD Deed
By: [Signature]
FEE. /O Ronald D. Coffman, Secretary

STATE OF OHIO)
) ss:
COUNTY OF BUTLER)

The foregoing instrument was acknowledged before me this 25th day of September, 1991, by Raymond Conn, President and Ronald D. Coffman, Secretary of Conn-Coffman Development Corporation, an Ohio corporation, on behalf of the corporation.

Carol A. Griffith
Notary Public

This Instrument Prepared By James A. Matre, Attorney at Law.

CAROL A. GRIFFITH
Notary Public, State of Ohio
My Commission Expires June 10, 1994

TRANSFER NOT NECESSARY
JAMES M. BROWN
BY 10-4-91 (52) DEPT.
AUDITOR BUTLER CO. OHIO



31884

SUBORDINATION OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS: THAT WHEREAS THE CINCINNATI GAS & ELECTRIC COMPANY is the owner and holder of a certain right of way and easement conveyed to it from Frank Sharpshair and Edna Sharpshair by grant of easement dated November 22, 1939, and recorded in Miscellaneous Book 10, Page 550, Butler County Recorder's Office;

AND WHEREAS part of the land subject to said easement is being developed as a subdivision to be known as THE POINTE AT BECKETT, SECTION ONE;

AND WHEREAS the COUNTY OF BUTLER requires that the aforesaid right of way and easement be subordinated to the rights of said COUNTY within BECKETT POINTE DRIVE, OLD SHAW WAY, TENNYSON COURT and TENNYSON DRIVE, as BECKETT POINTE DRIVE, OLD SHAW WAY, TENNYSON COURT and TENNYSON DRIVE are shown on the proposed plat of said subdivision;

NOW THEREFORE, THE CINCINNATI GAS & ELECTRIC COMPANY, for and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby agree that the aforesaid right of way and easement shall become subordinated to the rights of BUTLER COUNTY for street purposes whenever BECKETT POINTE DRIVE, OLD SHAW WAY, TENNYSON COURT and TENNYSON DRIVE are dedicated to and accepted by BUTLER COUNTY as public streets;

Said easement and said subdivision being situate in Section 28, T3, R2, Union Township, Butler County, State of Ohio.

TRANSFER NOT NECESSARY
JAMES M. BROWN
BY 9-10-91 DEPT.
AUDITOR, BUTLER CO., OHIO

RECEIVED FOR RECORD
JOYCE P. THALL, RECORDER
BUTLER COUNTY, OHIO

91 SEP 10 AM 9:23
RECORD Deed

9/6/91

is understood and agreed that the subordination of the aforesaid right of way and easement shall be solely for street purposes and shall not affect in any way the rights of the said THE CINCINNATI GAS & ELECTRIC COMPANY to maintain its facilities in Lesourdsville-West Chester Road as provided in the aforesaid grant of easement.

IN WITNESS WHEREOF, THE CINCINNATI GAS & ELECTRIC COMPANY, this 6th day of September, 1991, has caused its corporate name to be hereunto subscribed by

Larry Kissel its Manager-Real Estate & Risk Management and D. R. Blum its Secretary

thereunto duly authorized by its Board of Directors.

Signed and acknowledged in the presence of:

THE CINCINNATI GAS & ELECTRIC COMPANY

[Signature]

By [Signature] its Manager-Real Estate & Risk Management

[Signature]

By [Signature] its SECRETARY

STATE OF OHIO, HAMILTON COUNTY, ss:

Before me, a Notary Public in and for said State, personally appeared

Larry Kissel, Manager-Real Estate & Risk Management and

D. R. Blum, Secretary

of THE CINCINNATI GAS & ELECTRIC COMPANY, the corporation which executed the foregoing instrument, who acknowledged that they did sign said instrument as such officers in behalf of said corporation and by authority of its Board of Directors, and that said instrument is their free act and deed individually and as such officers, and the free and corporate act and deed of the said THE CINCINNATI GAS & ELECTRIC COMPANY.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this 6th day of September, 1991.



Robert H. Broering, Jr.

ROBERT H. BROERING, JR.
Notary Public, State of Ohio
My Commission Expires February 7, 1993

This Instrument Prepared By:

Cincinnati, Gas & Electric Co.