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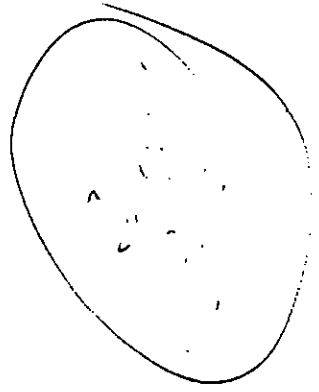
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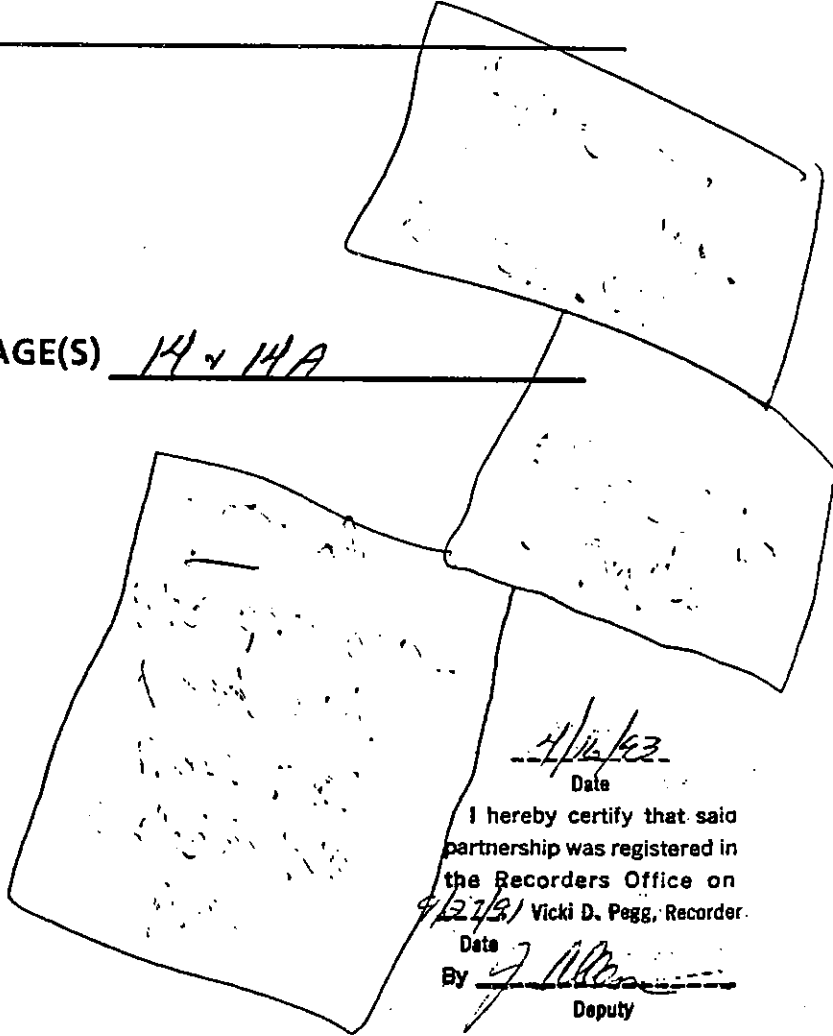
**DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
FOR
MILLWOOD**



FOR PLAT SEE: BOOK 153, PAGE(S) 14 & 14A

THIS INSTRUMENT PREPARED BY:

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



4/16/93
Date
I hereby certify that said
partnership was registered in
the Records Office on
4/27/93 Vicki D. Pegg, Recorder.
Date
By [Signature]
Deputy

DECLARATION

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, creating covenants, conditions and restrictions, made on the date hereinafter set forth by G&K INVESTMENTS, an Ohio general partnership, hereinafter referred to as "Declarant".

RECITALS:

A. Declarant is the owner in fee simple of the following described real estate situated in the City of Englewood, County of Montgomery, State of Ohio:

Lots Numbered ____ through ____ inclusive of MillWood, Section One, as recorded in Plat Book ____, Page ____ of the Plat Records of Montgomery County, Ohio.

B. The above described real property is hereinafter referred to as the "Property", and it is the desire and intent of the Declarant to develop such Property as a residential community consisting of Dwelling Units as such term is hereinafter referred to and defined.

C. Declarant is also the owner and/or has the right to acquire real property adjacent to and/or adjoining the Property and contemplates submitting such property to the provisions of this Declaration by an amendment or amendments hereto.

D. Declarant desires to establish a plan of covenants, conditions, restrictions and private assessments to provide for the preservation of the values and amenities in the Property. To these ends, Declarant is making this Declaration and has caused to be formed MillWood Homeowners' Association, Inc., an Ohio not-for-profit corporation to enforce and administer the provisions hereof.

DECLARATIONS:

NOW, THEREFORE, Declarant hereby declares that all of the Property, and any additional property to be added to this plan as hereinafter provided shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions and assessments, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of such property. These easements, covenants, conditions, restrictions and assessments, unless otherwise specifically limited herein, shall run with such property submitted hereby and any additions thereto, and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof and additions thereto, and shall inure to the benefit of each Owner or any part thereof.

ARTICLE I
DEFINITIONS

1.01 General. The following terms used herein are defined as hereinafter set forth.

1.02 Additional Property shall mean property adjacent to or adjoining the Property which either the Declarant owns or has the right to acquire which, together with improvements thereon, may be added to the Property.

1.03 Amendment and/or Amendments shall mean an instrument executed with the same formalities of the Declaration and Recorded for the purpose of amending the Declaration, the By-Laws or any other Exhibits.

1.04 Articles and Articles of Incorporation shall mean the articles filed with the Secretary of State of Ohio incorporating the Association as an Ohio not-for-profit corporation under the provisions of Chapter 1702 of the Ohio Revised Code, as the same may be lawfully amended from time to time.

1.05 Association shall mean and refer to MillWood Homeowners' Association, Inc., an Ohio not-for-profit corporation, its successors and assigns.

1.06 By-Laws shall mean and refer to the By-Laws of the Association which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702 of the Ohio Revised Code.

1.07 Control Period shall mean a period of time seven (7) years from the date on which this Declaration is Recorded or a period of time until the sale of seventy-five percent (75%) of all Dwelling Units to Owners have been consummated, whichever first occurs. For purposes of such computation, the percentage of Dwelling Units sold shall be determined by comparing the Dwelling Units sold to the total number of Dwelling Units which may be created pursuant to the provisions hereof.

1.08 Declarant shall mean and refer to G&K Investments, an Ohio general partnership, its successors and assigns.

1.09 Declaration shall mean this instrument and unless the context prohibits, any and all Amendments hereto.

1.10 Design Review Committee shall mean the committee created and established pursuant to Article VIII for the purposes stated therein.

1.11 Detention Area shall mean that part of the Property located within a Detention Area Easement.

1.12 Detention Area Easement(s) shall mean the Detention Area Easement depicted on any Plat and granted to the Association pursuant to Section 4.06 hereof.

1.13 Development Period shall mean a period of time ten (10) years from the date on which this Declaration is Recorded.

1.14 Dwelling Unit shall mean a building situated upon a Lot designed and intended for the use and occupancy by a person or persons as a residence.

1.15 Exhibit shall mean any document or instrument attached to the Declaration.

1.16 Landscaping shall mean the landscaping, including mounding, installed by the Declarant and/or the Association on any Landscaping Easement.

1.17 Landscaping Easement(s) shall mean the Landscaping Easement(s) depicted on any Plat and granted to the Association pursuant to Section 4.05.

1.18 Lot shall mean and refer to those parcels of real property on which Dwelling Units are to be constructed.

1.19 Majority of Owners shall mean those Owners holding fifty-one percent (51%) of the voting power of the Association.

1.20 Managing Agent shall mean a person or entity retained or employed by the Association to act as a manager or managing agent for the Association.

1.21 Member shall mean and refer to an Owner that is subjected hereto.

1.22 Owner shall mean and refer to the Owner of any Lot on which Dwelling Units have been or are to be constructed thereon and for purposes thereof shall include Declarant.

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

1.24 Plat shall mean and refer to any plat or plats of the Property which are Recorded including any re-plats thereof.

1.25 Plat Restrictions shall mean those covenants and conditions set forth in any Plat.

1.26 Property shall mean and refer to the real property subject to this Declaration as described in Recital A hereof, and in any real property included by an Amendment.

1.27 Quorum shall mean the presence in person or by proxy of a Majority of Owners.

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

1.29 Rules and Regulations shall mean those rules and regulations, as may be amended from time to time, adopted by the Board of Trustees pursuant to the provisions set forth in the Declaration.

1.30 Signage shall mean the signage installed by the Declarant and/or the Association to identify the Property.

1.31 Signage Area Easement(s) shall mean the easements granted to the Association pursuant to Section 4.07.

1.32 Wall shall mean the wall constructed by the Declarant as a buffer.

1.33 Wall Easement shall mean the easements granted to the Association pursuant to Section 4.08.

ARTICLE II DESCRIPTION OF PROPERTY

2.01 General. A legal description of the Property subject to this Declaration is set forth in Recital A hereof.

2.02 Dwelling Units. Dwelling Units are or are to be constructed on the Lots described in Recital A hereof, with one (1) Dwelling Unit to a Lot.

ARTICLE III ASSOCIATION

3.01 Organization. The Association was formed as an Ohio not-for-profit corporation pursuant to the provisions of Chapter 1702 of the Ohio Revised Code, by the filing of its Articles with the Secretary of the State of Ohio. On the date of its incorporation, the Association duly adopted a set of administrative operating rules called By-Laws. The By-Laws are attached hereto as Exhibit "A".

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

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

3.04 Administration of Property. The administration of the Property shall be in accordance with the provisions of this Declaration, the Articles, the By-Laws and the Rules and Regulations. Each Owner, tenant, or occupant of a Lot shall comply with the provisions of this Declaration, the Articles, the By-Laws and the Rules and Regulations, decisions and resolutions of the Association or its representative.

3.05 Board of Trustees. The Board of Trustees, elected as provided by the By-Laws, shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, the Articles, the By-Laws and by this Declaration upon the Association, except as otherwise specifically provided; provided however,

that in the event any such power, duty, or right shall be deemed exercisable or dischargeable by, or vested in a member of the Board of Trustees, he shall be deemed to act in such capacity to the extent required to authenticate his acts and to carry out the purposes of this Declaration, the Articles and the By-Laws.

3.06 **Declarant's Rights.** During the Control Period the powers, rights, duties and functions of the Association shall be exercised by a Board of Trustees selected by Declarant, with at least one (1) of the persons so selected being an Owner other than Declarant, its agents, or representatives. Declarant reserves the right to relinquish such right to control at any time.

3.07 **Delegation to Managing Agent.** The Association may delegate all or any portion of its authority to discharge its responsibility to a Managing Agent; subject to the limitations that:

- (a) Any such delegation be by a written contract with a term of no longer than one (1) year in duration;
- (b) That any such contract be terminable by either party without cause upon sixty (60) days written notice without any termination charges or other penalties;
- (c) That any such contract entered into by the Declarant prior to the time it releases or relinquishes control of the Association shall terminate when the Declarant releases or relinquishes such control unless such contract is renewed by a vote of the Unit Owners at the meeting called for purposes of turning over control of the Association.

3.08 **First Meeting.** The first meeting of the Association shall occur within thirty (30) days after the expiration of the Control Period.

ARTICLE IV **EASEMENT**

4.01 **Easements for Repair, Maintenance and Restoration.** The Association shall have a right of access and an easement to, over and through each Lot during reasonable hours and upon giving reasonable notice for ingress and egress and all other purposes which enable the Association to perform its obligations, rights and duties with regard to maintenance, repair, restoration or servicing of any items, Lots, things or areas of or on the Property, including the removal, correction or abatement of any violation or breach of any attempted violation or breach of the covenants and restrictions herein.

4.02 **Easements for Construction.** Declarant hereby reserves for itself, a right and easement to enter upon any Lot to do all things necessary to complete construction and to complete the development of the Property, including the Additional Property which may be subjected hereto.

4.03 Easement for Telephone, Utilities and Cable Television. The Association may hereafter grant easements on behalf of Owners to entities for telephone and utility purposes for the benefit of the Property, and also the installation and maintenance of cable television lines for the benefit of the Property and/or individual Lots.

4.04 Tie-In Easements. Declarant reserves the right and easement over, on and under any Lot to use, tie into and extend all existing utility lines for purposes of serving the Additional Property which may be submitted to this Declaration as hereinafter provided.

4.05 Landscaping Easement(s). The Owner of any Lot on which Landscaping is located hereby grants, conveys and assigns to the Association an easement and right-of-way over his Lot for purposes of access to the Landscaping located or situated on such Lot for purposes of performing any required or necessary maintenance to the Landscaping.

4.06 Detention Area Easement(s). Every Owner within the Detention Area hereby grants, conveys and assigns to the Association and to any applicable governmental body or its agencies, an easement and right-of-way over his Lot for purposes of access to the Detention Area located or situated on such Lot and for performing any required or necessary maintenance to such Detention Area.

4.07 Signage Area Easement(s). Every Owner of a Lot on which Signage is located hereby grants, conveys and assigns to the Association an easement and right-of-way over his Lot for purposes of access to such Signage and for performing any required or necessary maintenance and/or repair to such Signage.

4.08 Wall Easement. Every Owner of a Lot on which the Wall is located hereby grants, conveys and assigns to the Association an easement and right-of-way over his Lot for purposes of access to such Wall and for performing any required or necessary maintenance and/or repair to such Wall.

4.09 Consent to Easements. Each Owner hereby grants, and the transfer of title to an Owner shall be deemed to grant, the Declarant and/or the Association an irrevocable power of attorney to execute, acknowledge and record, for and in the name of such Owner and his mortgagee or mortgagees, such instruments as may be necessary to effectuate any easements granted or reserved by the Declarant and/or the Association in this Article.

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

ARTICLE V
ASSESSMENTS

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

5.02 Purpose of Annual Assessment. The annual assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Property and the enforcement of these restrictions. The assessments shall include, without limitation, the following expenses:

- (a) Maintenance and repair of those items which have been assigned to the Association hereunder.
- (b) Insurance premiums for insurance obtained by the Association.
- (c) Costs for the operation, management and administration of the Association, including without limitation, fees for property management, fees for legal and accounting services, fidelity bonds, cost of mailing and postage.
- (d) A general operating reserve to assure the availability of funds for the purposes hereunder.

5.03 Owner's Share of Annual Assessments. Each Owner's share of the annual assessment shall be equal to a fraction; the numerator of which is the total number of Dwelling Units owned by such Owner, and the denominator of which is the total number of all the Dwelling Units constructed on the Property. As Additional Property is subjected to this Declaration the denominator shall be increased by the number of Dwelling Units constructed on such Additional Property at the time of filing an Amendment hereto adding such Additional Property.

5.04 Preparation of Estimated Budget. On or before December 1st of every year, the Association shall prepare an estimate of the total amounts necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reserve for contingencies and replacements. On or before December 15th each Owner shall be notified in writing as to the amount of such estimate, with reasonable itemization thereof. On or before January 1st of the ensuing year each Owner shall be obligated to pay to the Association, or as it may direct, his share of the assessment made pursuant to this paragraph. On or before the date of the annual meeting in each calendar year, the Association shall supply to all Owners an itemized accounting of the maintenance expenses actually incurred for the

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preceding calendar year, together with a tabulation of the amounts collected pursuant to the estimate provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's share of the assessments to the next payment due from the Owners during the current year's estimate, until exhausted, and any net shortage shall be added according to each Owner's share of the assessments to the payment next due after rendering of the accounting.

5.05 Fiscal Year Option. In lieu of the calendar year format, the Board of Trustees may elect to adopt a fiscal year. In such event, the requirement for the preparation of the estimated budget shall be the first day of the month immediately preceding the beginning of such fiscal year and notices of such estimate shall be forwarded on or before the fifteenth day of such month. In such event, assessments shall commence on the first day of the fiscal year.

5.06 Reserve for Contingencies and Replacements. The Association shall build up and maintain a reasonable reserve for contingencies and replacement. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year shall be charged first against such reserve. If said estimated cash requirement proves inadequate for any reason, including non-payment of any Owner's assessment, the same shall be assessed to the Owners according to each Owner's share of the assessments. The Association shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective within ten (10) days after the delivery or mailing of such notice of further assessment. All Owners shall be obligated to pay the adjusted amount.

5.07 Budget for First Year. When the first Board of Trustees hereunder takes office, the Association shall determine the estimated cash requirement, as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31st of the calendar year in which such election occurs.

5.08 Failure to Prepare Annual Budget. The failure or delay of the Association to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whether the same shall be determined. In the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the maintenance charge at the existing rate established for the previous period until the maintenance payment which occurs more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

5.09 Books and Records of the Association. The Association shall keep correct and complete books and records of account, specifying the receipts and expenditures relating to common receipts and expenses, together with records showing the allocation, distribution and collection of the common profits, losses and expenses among and from the Owners; minutes of the proceedings of the Owners and Board of Trustees. Such books and records shall be open for inspection by any Owner or any representative of an Owner duly authorized in writing, at reasonable times and upon request by an Owner. If by terms of a first mortgage an Owner has authorized such mortgagee to inspect such books and records, the presentation to the Secretary of the Association by a representative of such mortgagee of a copy of the mortgage containing such authorization shall constitute written authorization

of such inspection. Upon ten (10) days notice to the Board of Trustees and upon payment of a reasonable fee, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

5.10 Commencement of Assessments. Assessments shall begin with respect to each Lot upon the conveyance of title to such Lot by Declarant to an Owner other than Declarant. If any Additional Property is included in the Property, pursuant to the annexation provisions of this Declaration, then the assessments for the Lots herein shall commence upon the conveyance of title to such additional Lots by Declarant to an Owner other than Declarant. Such amounts shall be pro-rated on a yearly basis.

5.11 Declarant's Obligations to Pay Assessments. Notwithstanding any provisions hereof, Declarant shall have no obligation to pay yearly assessments for the Lots owned by it, except that Declarant will pay to the Association an amount equal to the difference between the actual operating expenses of the Association and the aggregate of the yearly assessments paid by the Owners, other than Declarant. Declarant's obligation to pay said deficiency shall cease when Declarant relinquishes control of the Board of Trustees, at which time Declarant shall pay the yearly assessment for each Dwelling Unit owned by it which either has been issued an occupancy certificate, or is being offered for sale or rent.

5.12 Special Individual Lot Assessment. Notwithstanding anything to the contrary herein, if the Association shall incur any cost or expense for or on account of any item of maintenance, repair or other matter directly or indirectly occasioned or made necessary by any wrongful or negligent act or omission of any Owner, such cost or expense shall be borne by such Owner and not by the Association, and if paid by the Association shall be paid or reimbursed to the Association by such Owner as a special individual Lot assessment forthwith upon the Association's demand.

*special
assessment
on an
individual
lot*

5.13 Abandonment. No Owner may exempt himself from liability for his contribution toward the common expenses by the abandonment of his Lot.

ARTICLE VI REMEDIES FOR NON-PAYMENT OF ASSESSMENT

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

*may
charge
\$20.00
late fee*

6.02 Lien of Association. The Association shall have a lien upon the estate or interest in any Lot of the Owner thereof for the payment of the portion of the assessments chargeable against such Lot which remain unpaid for ten (10) days after the same have become due and payable from the time a certificate therefor, subscribed by the President of the Association, is Recorded pursuant to authorization given by the Board of Trustees. Such certificate shall contain a description of the Lot, the name or names of the record Owner(s) thereof and the amount of such unpaid portion of the assessments. Such lien shall remain valid for a period of five (5) years from the time of filing thereof, unless sooner released or

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satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of the court in an action brought to discharge such lien as hereinafter provided.

6.03 Priority of Association's Lien. The lien provided for herein shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide first mortgages which have been filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association. In any such foreclosure action, the Owner(s) of the Lot affected shall be required to pay a reasonable rental for such Lot during the pendency of such action, and the plaintiff in such action is entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Association shall be entitled to become a purchaser at the foreclosure sale.

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

6.05 Non-Liability of Mortgagee for Past Due Assessments. When the mortgagee of a first mortgage of record acquires title to the Lot as a result of a foreclosure of any lien, such mortgagee shall not be liable for the share of assessment by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such mortgagee. Such unpaid share of assessments shall be deemed to be assessments collectible from all of the Lots, including that of such mortgagee.

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

ARTICLE VII

REMEDIES FOR BREACH OF COVENANTS AND RESTRICTIONS

7.01 Abatement and Enjoinment. The violation of any Rules and Regulations, Plat Restrictions or the breach of any covenant or provision contained in this Declaration or in the By-Laws shall give the Board of Trustees the right, in addition to the rights hereinafter set forth in this section: (a) to enter upon the Lot or Dwelling Unit upon which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the

violation of rules allows for removal of any structure, thing or condition

provisions of this Declaration, the By-Laws, the Rules and Regulations and the Plat Restrictions, and the Board of Trustees, or its agents, shall not be thereby deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

7.02 Involuntary Sale. If any Owner, either by his own conduct or by the conduct of any other occupant of his Dwelling Unit, shall violate any of the covenants or restrictions or provisions of this Declaration, the By-Laws, the Rules and Regulations or the Plat Restrictions, and such violation shall continue for thirty (30) days after notice in writing from the Board of Trustees, or shall occur repeatedly during any thirty (30) day period after written notice or request from the Board of Trustees to cure such violation, then the Board of Trustees shall have the power to issue to the defaulting Owner a ten (10) day notice in writing to terminate the rights of said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Dwelling Unit and thereupon an action in equity may be filed by the Board of Trustees against the defaulting Owner for: (a) a decree of mandatory injunction against the Owner or occupant or, in the alternative; (b) subject to the prior consent in writing of any mortgagee having a security interest in the Lot ownership of the defaulting Owner, a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Dwelling Unit owned by him on account of the breach of covenant, and ordering that all the right, title and interest of the Owner in the property shall be sold, subject to the lien of any existing mortgage, at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, masters or commissioners fees and all other expenses of the proceedings, and all such items shall be taxes against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, other than that of the first mortgage, may be paid to the Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Lot ownership and to immediate possession of the Dwelling Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration.

If Violation Bd. of Trustees CAN terminate rights of OWNER to continue as the OWNER and action must be filed against OWNER.

ARTICLE VIII

ARCHITECTURAL CONTROL AND RESTRICTIONS

8.01 General. No building, swimming pool, tennis court, fence, wall, patio, deck or other structure or improvement shall be commenced, erected or maintained on the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, color, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Trustees, or by an architectural committee composed of three (3) or more representatives appointed by the Board of Trustees. In the event said Board of Trustees, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

CAN'T do unless Bd of Trustees says OK or architectural committee. If Bd of Trustees does not act within 30 days, then not required.

10 WFS (H. 116, 2003) Glen Miller approves all in 8.01

8.02 Design Review Committee. During the Development Period the rights, powers and functions of the Board of Trustees or its delegated committee as set forth in Section 8.01 shall be exercised by Declarant or its representative. Declarant reserves the right to relinquish such right to the Board of Trustees at any time during the Development Period, at its sole discretion.

ARTICLE IX USE RESTRICTIONS

9.01 Use. The Property shall be used for residential purposes and for no other purpose except for purposes reserved to Declarant herein and except as herein specifically provided otherwise. It shall be expressly permissible for Declarant to maintain, during the Development Period, upon those portions of the Property as it deems desirable, those facilities it deems reasonably required, convenient or incidental to the construction and sale of Lots or Dwelling Units, and improvements thereof including, without limiting the generality of the foregoing, a sales office, storage area, models and parking areas.

9.02 Rules and Regulations. The Board of Trustees may, by majority vote, adopt reasonable Rules and Regulations and amend the same which the Board of Trustees may deem advisable for the maintenance, conservation, protection and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and occupants of the Property. Such Rules and Regulations may include reasonable fines and penalties for violations. Written notice of the Rules and Regulations will be forwarded to all Owners and copies thereof shall be available to all Owners.

Trustees CAN adopt rules. CAN be fines.

9.03 Conflict. In the event of any conflict between the Rules and Regulations and/or the Plat Restrictions and the provisions of the Declaration, the provisions of the Declaration shall govern.

9.04 Arbitration. In the event of any dispute between Members as to the application of these restrictions, any Rule or Regulation, or to any Plat Restriction in any particular circumstance, the party aggrieved shall submit a complaint in writing to the Board of Trustees specifying the dispute. The Board of Trustees shall set a time, date and place for hearing thereon within twenty (20) days thereafter, and give written notice to the party thereof no less than three (3) days in advance. The Board of trustees shall thereupon hear such evidence on the dispute as the board deems proper and render a written decision on the matter to each party within thirty (30) days thereafter. No action of law may be instituted by the party to such dispute unless arbitration pursuant hereto has first been had.

OK
Suf m

ARTICLE X MAINTENANCE

10.01 General. The general allocation of maintenance, repair and replacement between the Association and the Owners are as follows:

- (a) The Association shall maintain, repair and make all necessary replacements to the Landscaping and Detention Area.
- (b) The Association shall also maintain, repair and replace the Signage and Walls.
- (c) An Owner shall maintain, repair and make all necessary replacements to his Dwelling Unit and Lot.

10.02 Failure to Maintain. In the event an Owner shall fail to maintain his Lot and improvements situated thereon, to such an extent that in the opinion of the Board of Trustees the conditions require maintenance, repair or service for purposes of protecting the public safety or residents in or visitors to the Property, or in order to prevent or avoid damage to or destruction of any part, portion or aspect of the value thereof, the Association shall have the right, upon approval of the majority of the Board of Trustees, to enter upon that Lot and maintain, repair or service the same. The cost of such maintenance, repair or service shall be added to and become a special individual Lot assessment, chargeable to the Lots they maintained, repaired or serviced.

ARTICLE XI

LIABILITY AND OTHER INSURANCE

11.01 Other Insurance. As a common expense, the Association shall obtain such insurance as the Board of Trustees considers necessary, including without limitation, fidelity bonds for anyone who either handles or is responsible for funds held or administered by the Association.

The amount of such fidelity bond shall be equal to, at a minimum, the maximum funds that will be in the custody of the Association at any time such bond is in effect. In addition, such fidelity bond coverage must equal one-quarter (1/4) of the annual assessments, together with the reserve funds, if any.

11.02 Notice of Cancellation or Substantial Changes. Any insurance coverage obtained by the Association shall contain a provision requiring the insurer to notify the Association and any mortgagee named in the mortgage clause, if applicable, in writing of the cancellation or a substantial change of coverage at least ten (10) days prior to such cancellation or substantial change.

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

ARTICLE XII

AMENDMENT

12.01 General. Unless otherwise provided, this Declaration may be amended only with the approval of Members exercising not less than seventy-five percent (75%) of the voting power of the entire membership. Any such Amendment shall be in writing and effective on the date when it is Recorded.

12.02 **Declarant's Rights.** Notwithstanding the foregoing, Declarant hereby reserves the right and power, and each Member by acceptance of a deed to a Lot is deemed to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with title to a Lot and is irrevocable during the Control Period, to amend this Declaration and to execute any and all documents deemed necessary or desirable by Declarant to conform to its present or future development plans, to correct scrivener, typographical and drafting errors, and to conform to requirements of any lending institution, the Federal Housing Administration, or the Veterans Administration.

12.03 **Federal Housing Administration and/or Veterans Administration.** As long as the Declarant maintains and asserts control of the Board of Trustees, any Amendment annexing Additional Property or amending this Declaration shall require the approval of either the Federal Housing Administration or the Veterans Administration if applicable.

12.04 **Right of First Refusal.** Any Amendment attempting to or giving the Association or any Owners a right of first refusal on the sale, transfer or other disposition of a Lot shall contain a provision exempting such right of first refusal as to any Lot, the title of which is obtained by a first mortgage pursuant to remedies provided in the mortgage, or foreclosure of the mortgage, or a deed to such mortgage in lieu of foreclosure. Notwithstanding any provision hereof, this provision and the requirement herein cannot be amended without unanimous written consent of all Owners and the holders of any first mortgages.

12.05 **Amendment Affecting Declarant's Rights.** Any Amendment affecting or attempting to affect the Declarant's rights in the Declaration must be consented to by the Declarant in writing. These rights include, without limitation, the right to control the Association and the right to add Additional Property.

12.06 **Mortgage or Mortgagee.** Any Amendment which adversely affects the value, priority, or the security of any mortgagee of record shall require the written consent of such mortgagee of record. Any Amendment affecting the underwriting requirements of any mortgagee shall require the written consent of such mortgagee and also F.H.L.M.C. or F.N.M.A., if required by such mortgagee. Any Amendment of language specifically referring to mortgagees shall require the written consent of all mortgagees of record.

ARTICLE XIII **ANNEXATION**

13.01 **Contemplated Annexation by Declarant.** Declarant contemplates constructing additional Dwelling Units on the Additional Property. Declarant further contemplates submitting the Additional Property, with any improvements thereon, to the provisions of this Declaration, so that the same will become in all respects part of the Property.

13.02 **Reservation of Right to Annex Additional Property.** Declarant hereby reserves the right at any time during the Development Period, to take the action so contemplated in submitting the Additional Property, and to construct or permit to be constructed thereon a maximum number of additional Dwelling Units equal to that permitted under applicable zoning ordinances so that the same will become, in all respects, part of the Property.

13.03 Reservation of Right to Amend Declaration. Declarant hereby reserves the right to amend this Declaration in the manner hereinafter provided in such respects as Declarant may deem advisable in order to effectuate the generality of the foregoing, the right to amend this Declaration so as to include the Additional Property and the improvements constructed thereon as part of the Property.

13.04 Consent and Approval for Annexation Amendments. Declarant, on its own behalf as the Owner of all Lots in the Property, and on behalf of all subsequent Owners, hereby consents and approves and each Owner and his mortgagee, by accepting a deed conveying such ownership, or a mortgage encumbering such interest, as the case may be, hereby consents and approves the provisions of this Article, and 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 Declarant to be necessary or proper to effectuate said provisions.

13.05 Power of Attorney Coupled with an Interest. Each Owner and his respective mortgagees, by the acceptance of a deed conveying such ownership, or a mortgage encumbering such interest, as the case may be, hereby irrevocably appoints Declarant his attorney-in-fact, coupled with an interest for the purpose of adding the Additional Property to the Property, pursuant to the provisions of this Section. Such Owner authorizes such attorney to execute, acknowledge and record for and in his name an Amendment to this Declaration for the purpose of adding such Additional Property. Such mortgagee authorizes such attorney to execute, acknowledge and record for and in its name a consent to any such Amendment.

ARTICLE XIV GENERAL

14.01 Covenants Running with Land. The covenants, conditions, restrictions, easements, reservations, liens and charges created by this Declaration shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Property, and their respective heirs, executors, administrators, successors and assigns, for the term set forth and in accordance with the Plat Restrictions, or in the event no such term is set forth, then for a term of fifty (50) years from the date this Declaration is Recorded, after which time it shall automatically extend for successive periods of ten (10) years, unless amended as herein provided.

14.02 Enforcement. In addition to any other remedies provided in this Declaration, Declarant, the Association or any Member shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or now or hereafter imposed by or through the Rules and Regulations and the Plat Restrictions. Failure by Declarant, the Association or by any Member to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. The Association shall not deliberately refuse to enforce the provisions hereof or discontinue operations or attempt to terminate its operation without giving thirty (30) days prior written notice to all of the holders of first mortgage liens on Lots.

GRM
COVENANTS
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Any member
or Assoc.
shall have
full right
to enforce
all restrictions
& covenants.
refuse Assoc. cannot
E06 enforce
provisions.

14.03 Notice to Mortgagees. Notwithstanding any other provisions hereof, the Association shall notify the holder of the first mortgage lien on the Lot, in writing, of any default by the Owner of such Lot in performance of that Owner's obligations under this Declaration, the Articles or the By-Laws which is not cured within thirty (30) days.

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

14.05 Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships or individuals, male or female, shall in all cases be assumed as though in each case fully expressed herein.

14.06 References. Unless otherwise specified, all references to a particular Article or Section shall refer to such Article or Section of the Declaration.

14.07 Compliance with Requirements. The Declaration and the plan of ownership commonly known as Planned Unit Development ("P.U.D.") created hereby, has been created and is existing in full compliance with all applicable requirements of local, state and all other applicable ordinances and laws.

IN WITNESS WHEREOF, G&K Investments, an Ohio general partnership, has caused this instrument to be executed this 9 day of April, 1993.

Signed and acknowledged
in the presence of:

G&K INVESTMENTS

Judy E. Slattery
As to both

By: Glen E. Miller
Glen E. Miller, Partner

Judy E. Slattery
As to both

By: Kenneth D. Miller
Kenneth D. Miller, Partner

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this 9 day of April, 1993 by Glen E. Miller and Kenneth D. Miller, Partners of G&K Investments, an Ohio general partnership, on behalf of the partnership.

Judy E. Slattery
Notary Public

JUDY E. SLATTERY, Notary Public

In and for State of Ohio

My Commission Expires SEPT. 9, 1997

THIS INSTRUMENT PREPARED BY:

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

EXHIBIT "A"

BY-LAWS OF
MILLWOOD HOMEOWNERS' ASSOCIATION, INC.

BY-LAWS
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HOMEOWNERS' ASSOCIATION BY-LAWS

The within By-Laws are executed and attached to the Declaration creating covenants, conditions and restrictions for MillWood. Their purpose is to provide for the establishment of an Association for the administration of the Property in the manner provided by the Declaration and these By-Laws. All present or future Owners or tenants or their employees, and any other person who might use the facilities of the Property in any manner, shall be subject to any restrictions, conditions or regulations hereafter adopted by the Board of Trustees of the Association. The mere acquisition or rental of any of the Dwelling Units located on the Lots within the Property or the mere act of occupancy of any of the Dwelling Units will constitute acceptance and ratification of the Declaration and of these By-Laws. The terms used herein shall have the same meaning as defined in Article I of the Declaration.

ARTICLE I THE ASSOCIATION

1.01 Name of the Association. The Association shall be an Ohio corporation, not-for-profit, and shall be called MillWood Homeowners' Association, Inc. N.A.

1.02 Membership. Each Owner upon acquisition of title to a Lot shall automatically become a member. Such membership shall terminate upon the sale or other disposition by such Member of his Lot at which time the new Owner of such Lot shall automatically become a Member. Membership in the Association is limited to Owners within the Property.

1.03 Voting Rights. There shall be one vote for each of the Lots within the Property. The Owner or Owners of each Lot shall be entitled to one vote for their Lot. In the event a Lot has been acquired by the Association in its own name or in the name of its agent, designee or nominee on behalf of all Owners, the voting rights of such a Lot shall not be exercised so long as it continues to be so held. If two or more Persons, whether fiduciaries, tenants in common or otherwise, own undivided interests in a Lot, each may exercise the proportion of the voting power of all the Owners of his Lot that is equivalent to his proportionate interest in the Lot.

1.04 Proxies. Votes may be cast in person or by proxy. The person appointed as proxy need not be an Owner. Proxies must be in writing and filed with the Secretary of the Association before the appointed time of each meeting or action taken. Unless otherwise provided, all proxies shall be revocable at any time by delivering written notice of such revocation to the Secretary of the Association. If, by the terms of a first mortgage, an Owner has designated such mortgagee as his proxy, the presentation to the Secretary of the Association by a representative of such mortgagee of a copy of the mortgage containing such proxy designation shall constitute notice of such proxy designation, and if the mortgage so states, notice of the irrevocability of such designation.

1.05 Place of Meetings. Meetings of the Association shall be held at such place upon the Property or at such other place as may be designated by the Board of Trustees and specified in the notice of the meeting, at 8:00 P.M. or at such other time as may be designated by the Board of Trustees and specified in the notice of the meeting.

1.06 First Meeting. The first meeting of Members shall be held within the time limits prescribed by the Declaration and shall be considered the first annual meeting.

1.07 Special Meetings. It shall be the duty of the President of the Association to call a special meeting of the Owners as directed by resolution of the Board of Trustees or upon a petition signed by a majority of the Owners and having been presented to the Secretary. The notice of any special meeting shall state the 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 unless by consent of four-fifths (4/5) of the Owners present, either in person or by proxy.

1.08 Notice of Meeting. It shall be the duty of the Secretary of the Association to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record at least fourteen (14) days but not more than twenty-eight (28) days prior to such meeting. The Owners of record will be determined as of the day preceding the day on which notice is given.

1.09 Waiver of Notice. Notice of the time, place and purpose of any meeting of Members may be waived in writing, either before or at the commencement of such meeting, by any Members, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Member at any such meeting without protesting the lack of proper notice, prior to or at the commencement of the meeting, shall be deemed to be a waiver by him of notice of such meeting.

1.10 Action by Unanimous Written Consent of the Owners. Any action which may be authorized or taken at a meeting of the Owners may be authorized or taken without a meeting in a writing or writings signed by all of the Owners. The writing or writings evidencing such action taken by the unanimous written consent of the Owners shall be filed with the records of the Association. Written notice of any action proposed to be taken by the unanimous written consent of the Owners shall be sent to all persons entitled to notice at least five (5) days prior to the circulation of the action for unanimous written consent among the Unit Owners and shall specify the action proposed to be so taken.

1.11 Order of Business. The order of business at all meetings of the Owners shall be as follows:

- (a) Roll call
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of minutes of preceding meeting
- (d) Reports of officers
- (e) Reports of committees
- (f) Election of Inspectors of Election
- (g) Election of Trustees
- (h) Unfinished business
- (i) New business
- (j) Adjournment

8/19/97
1ST
ANNUAL
meeting

14 days
NOTICE
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28 days

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ARTICLE II
BOARD OF TRUSTEES

2.01 Number and Qualification. The affairs of the Association shall be governed by a Board of Trustees composed of three (3) persons, all of whom must be Owners or occupants of a Dwelling Unit who are related to an Owner by a marital or fiduciary relationship. If, at any one time, one bank or lending institution shall hold mortgages upon more than fifty percent (50%) of the Dwelling Units, such lending institution may designate its representative who shall be a fourth member of the Board of Trustees. Such representative need not be an Owner or occupier of a Dwelling Unit.

2.02 Election of Trustees. The required Trustees shall be elected at each annual meeting of Members. Only persons nominated as candidates shall be eligible for election as Trustees and the candidates receiving the greatest number of votes shall be elected. Each Member may vote for as many candidates as there are vacancies in the Board of Trustees due to the expiration of their terms; provided however, that a vacancy in the position of a representative of a lending institution, if any, shall be filled by such lending institution.

2.03 Vacancies During the Term. In the event of the occurrence of any vacancy or vacancies in the Board of Trustees during the term of such Trustee or Trustees, the remaining Trustees though less than a majority of the whole authorized number of Trustees may, by the vote of a majority of their number, fill any such vacancy for the unexpired term; provided however, that a vacancy in the position of a representative of a lending institution, if any, shall be filled by such lending institution.

2.04 Term of Office; Resignation. Each Trustee shall hold office until his term expires, or until his earlier resignation, removal from office, or death. Any Trustee may resign at any time by oral statement to that effect made at a meeting of the Board of Trustees or in a 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. At the first annual meeting of the Members, the term of office of two (2) Trustees shall be fixed so that such term will expire one year from and after the date of the next following annual meeting of Members. The term of office of the remaining Trustee shall be fixed so that such term will expire at the date of the next following annual meeting of Members. At the expiration of such initial term of office of each respective Trustee, his successor shall be elected to serve for a term of two (2) years.

2.05 Removal of Trustees. At any regular or special meeting duly called, any one or more of the Trustees may be removed with or without cause by the vote of members entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, except the Trustee, if any, acting as a representative of a lending institution, may not be removed by such vote. Any Trustee whose removal has been proposed by the Members shall be given the opportunity to be heard at such meeting. In the event that a Trustee is removed by such vote, his successor shall then and there be elected to fill the vacancy thus created.

2.06 Organizational Meeting. Immediately after each annual meeting of Members the newly elected Trustees and those Trustees whose terms hold over shall hold an organizational meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

2.07 Regular Meetings. Regular meetings of the Board of Trustees may be held at such times and places as shall be determined by a majority of the Trustees, but at least four (4) such meetings shall be held during each year.

2.08 Special Meetings. Special meetings of the Board of Trustees may be held at any time upon call by the President or any three (3) Trustees. Written notice of the time and place of each such meeting shall be given to each Trustee either by personal delivery, mail, telegram or telephone at least two days before the meeting, which notice shall specify the purpose of the meeting; provided however, that attendance of any Trustee at any such meeting without protesting the lack of proper notice prior to or at the commencement of the meeting, shall be deemed to be a waiver by him of notice of such meeting and such notice may be waived in writing either before or at the commencement of such meeting, by any Trustee, which writing shall be filed with or entered upon the records of the meeting. If all the Trustees are present at any meeting of the Board of Trustees, no notice shall be required and any business may be transacted at such meeting.

2.09 Board of Trustees Quorum. At all meetings of the Board of Trustees, a majority of the Trustees shall constitute a quorum for the transaction of business and the acts of the majority of the Trustees present at a meeting at which a quorum is present shall be the acts of the Board of Trustees. If at any meeting of the Board of Trustees there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At the continuation of any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

2.10 Action by Unanimous Written Consent of the Board of Trustees. Any action which may be authorized to be taken at a meeting of the Board of Trustees may be taken or authorized without a meeting in a writing or writings signed by all of the members of the Board of Trustees. The writing or writings evidencing such action taken by the unanimous written consent of the Board of Trustees shall be filed with the records of the Association.

2.11 Fidelity Bonds. The Board of Trustees shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE III OFFICERS

3.01 Designation. The principal officers of the Association shall be a President, Secretary and Treasurer, all of whom shall be elected by and from the Board of Trustees.

3.02 Term of Office; Vacancies. The officers of the Association shall hold office until the next organizational meeting of the Board of Trustees and until their successors are elected, except in case of resignation, removal from office, or death. The Board of Trustees may remove any officer at any time, with or without cause, by a majority vote of the Trustees then in office. Any vacancy in any office may be filled by the Board of Trustees.

3.03 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Trustees. Subject to directions of the Board of Trustees, the President shall have general executive supervision over the business and affairs of the Association. He may execute all authorized deeds, contracts and other obligations of the Association and shall have such other authority and shall perform such other duties as may be determined by the Board of Trustees, or otherwise provided for in the Declaration or in these By-Laws. *President does*

3.04 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Trustees and the minutes of all meetings of the Association. He shall have charge of such books and papers as the Board of Trustees may direct and he shall, in general, perform all the duties incident to the office of secretary. *OT*

3.05 Treasurer. The Treasurer shall have responsibility for Association fund and securities and shall be responsible for keeping full and accurate accounts of a receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may, from time to time, be designated by the Board of Trustees.

ARTICLE IV GENERAL POWERS OF THE ASSOCIATION

4.01 Payments from Maintenance Funds. The Association shall establish and shall pay for out of the maintenance funds those expenses which the Association is required to secure or pay for, pursuant to the terms of the Declaration or which in its opinion, shall be necessary or proper for the maintenance and operation of the Property as a first class project, or for the enforcement of the Declaration and these By-Laws.

4.02 Capital Additions and Improvements. The Association powers described in Section 4.01 are limited in that the Association shall have no authority to pay for out of the maintenance fund any capital additions and improvements having a total cost in excess of Five Thousand Dollars (\$5,000.00).

4.03 No Active Business to be Conducted for Profit. Nothing herein shall be construed to give the Association authority to conduct active business for profit on behalf of the Owners or any of them.

4.04 Delegation of Duties. The Association, through its Board of Trustees and officers, has the authority to delegate to persons, firms or corporations of its choice such duties and responsibilities of the Association as the Board of Trustees shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

4.05 Right of Entry. An Owner shall grant the right of entry to the Association or its agent, in case of any emergency originating in or threatening his Dwelling Unit, whether the Owner is present at the time or not.

4.06 Special Services. The Association may arrange for the providing of any special services and facilities for the benefit of any Owner that may desire to pay for the same. Fees for such special services and facilities shall be determined by the Board of Trustees and will be charged directly to the participating Owner.

ARTICLE V COMMITTEES

5.01 General. The Board of Trustees ~~may appoint an architectural control committee as provided in the Declaration, and shall appoint other committees as deemed appropriate in carrying out its purpose.~~

ARTICLE VI AMENDMENT

6.01 General. These By-Laws may be amended at a regular or special meeting of the members by a vote of members exercising a majority of the voting power of members, and if material to the rights of a mortgagee, the approval of all holders of first mortgage liens of Lots has been first obtained.

ARTICLE VII GENERAL PROVISIONS

7.01 Requirement for Managing Agent. A Managing Agent may be required by any lending institution holding mortgages on over fifty-one percent (51%) of the Dwelling Units, or by any group of lending institutions who in the aggregate hold mortgages on over fifty-one percent (51%) of the Dwelling Units. The Association shall provide such mortgagee or mortgagees, as the case may be, with a copy of any management agreement entered into by the Association and such Managing Agent.

7.02 Copies of Notices to Mortgage Lenders. Upon written request to the Board of Trustees, the holder of any duly recorded mortgage against any Lot shall be given a copy of any and all notices and other documents permitted or required by the Declaration or these By-Laws to be given to the Owner or Owners whose Lot is subject to such mortgage and a copy of any lien filed by the Association.

7.03 Service of Notices on the Board of Trustees. Notices required to be given to the Board of Trustees or to the Association may be delivered to any member of the Board of Trustees or officer of the Association, either personally or by mail, addressed to such member or officer at his Dwelling Unit.

7.04 Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in the Declaration or these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

7.05 Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with the procedure established in the Declaration and these By-Laws shall be deemed to be binding on all Owners, their successors, heirs and assigns.

7.06 Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of these By-Laws or of any part of the same shall not impair or affect in any manner the validity, enforceability or effect of the rest of these By-Laws.

7.07 Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply to either corporations, partnerships or individuals, male or female, shall in all cases be assumed as though in each case fully expressed herein.

7.08 References. Unless otherwise specified, all references to a particular Article or Section shall refer to such Article or Section of the Declaration or these By-Laws, whichever the case may be.

IN WITNESS WHEREOF, G&K Investments, an Ohio general partnership, has caused this instrument to be executed this 9 day of April, 1993.

Signed and acknowledged
in the presence of:

G&K INVESTMENTS

Judy E. Slattery
As to both

By: Glen E. Miller
Glen E. Miller
Partner

Judy E. Slattery
As to both

By: Kenneth D. Miller
Kenneth D. Miller
Partner

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this 9 day of April, 1993 by Glen E. Miller and Kenneth D. Miller, Partners of G&K Investments, an Ohio general partnership, on behalf of the partnership.

Judy E. Slattery
Notary Public

JUDY E. SLATTERY, Notary Public
In and for State of Ohio

My Commission Expires DEPT. 2, 1997

THIS INSTRUMENT PREPARED BY:

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