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WILLIAMS' MEADOW  
DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, EASEMENTS AND LIENS

K-9818-1

THIS DECLARATION, made this <sup>May</sup> 8<sup>th</sup> day of ~~April~~, 1987 by Zaring National Corporation, an Ohio Corporation, hereinafter called "Declarant", WITNESSETH:

Gen. Ind. 5th Ser. Bk. 78 p 82-1

WHEREAS, the Declarant is the owner of the real property described in Exhibit "A" hereof and desires to create thereon a residential community with permanent common areas for the benefit of said community; and  
DOC. NO. 586376 - Rec'd for Record June 3, 1987 at 2:55 P.M., Oct. 135419

WHEREAS, the Declarant desire to provide for the preservation of the values and amenities in said community and for the maintenance of said common areas; and to this end, desires to subject the real property described in Exhibit "A" hereof to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and the subsequent owners thereof; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an association to which should be delegated and assigned the powers and duties of maintaining and administering the common areas, and administering and enforcing the within covenants and restrictions and disbursing the charges and assessments hereinafter created; and

WHEREAS, the Declarant has formed Williams' Meadow Homeowners' Association, as a non-profit Ohio Corporation for the purpose of carrying out the powers and duties aforesaid;

NOW, THEREFORE, the Declarant hereby declares that all of the property described in Exhibit "A", and such other property as may be subjected to the provisions hereof pursuant to Article II, shall be held, sold and conveyed subject to the easements, restrictions, covenants, conditions and liens set forth in this Declaration and any subdivision plat which includes the property, which are for the purpose of protecting the value and desirability of, and which shall run with, the property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

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ARTICLE I  
DEFINITIONS

Section 1.1. Definitions. The following terms when used in this Declaration have the following meanings:

A. "Articles" and "Articles of Incorporation" shall mean those articles, filed with the Secretary of State of Ohio, incorporating the Williams' Meadow Homeowners' Association, as a corporation not-for-profit under the provisions of Chapter 1702 of the Revised Code of Ohio, as the same may be amended from time to time. A true copy of the Articles as shown in Exhibit "D" is attached hereto and made a part hereof.

B. "Association" shall mean and refer to Williams' Meadow Homeowners' Association and its successors and assigns.

C. "Board" and "Board of Trustees" mean the Board of Trustees of the Association as provided in the Articles of Incorporation and By-Laws of the Association.

D. "By-Laws" means the By-Laws or Code of Regulations of the Association, as the same may be amended from time to time, pursuant to Section 1702 of the Revised Code of Ohio. A true copy of the By-Laws as shown in Exhibit "C" is attached hereto and made a part hereof.

E. "Common Areas" shall mean and refer to all real property, including structures thereon, owned by the Association for the benefit, use and enjoyment of its Members.

F. "Declarant" shall mean and refer to Zaring National Corporation, its successors and assigns.

G. "Developer" shall mean and refer to Zaring National Corporation and such other persons and entities as may acquire one or more lots from the Declarant for the purpose of constructing improvements thereon for resale, but only to the extent of such lots acquired.

H. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property or recorded re-subdivision thereof with the exception of land designated by Declarant to be conveyed to the Association as Common Areas.

I. "Living Unit" shall mean and refer to any building situated upon a lot designed and intended for use and occupancy as a residence by a single family.

J. "Member" shall mean any one of those Owners who are members of the Association as provided in its Articles of Incorporation.

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

L. "Property" shall mean and refer to the property described in Exhibit A and such additions thereto as may hereafter be annexed pursuant to Article II.

M. "Section" shall mean and refer to all of the land area encompassing a group of lots as designated on a recorded subdivision plat.

ARTICLE II  
ANNEXATION

Section 2.1. Annexation of Additional Property. The Declarant may annex to this Declaration the real property, or any part thereof, described in Exhibit "B" attached hereto, without the assent of the members of the Association, within seven (7) years after the date this Declaration is filed for record. However, the Declarant is not bound to annex any of said property to this Declaration, and until such time as any of said property is annexed, the same shall not be subject to the provisions of this Declaration.

All improvements on said annexed property shall be compatible with the improvements on the property submitted with this Declaration in terms of quality of construction.

Section 2.2. Procedura. Any annexations made pursuant to this Article II, or otherwise, shall be made by recording a supplement to this Declaration with the Recorder of Hamilton County, Ohio, which Supplementary Declaration shall extend this Declaration to such annexed property. Such Supplementary Declaration may contain such additional covenants, conditions, restrictions, easements and liens as the Declarant shall deem appropriate for the purpose of completing the development of the Property.

ARTICLE III  
PROPERTY RIGHTS

Section 3.1. Owner's Right of Enjoyment. Every Owner and, in the case of rented Living Units, such Owner's tenants, shall have a right to and easement for the enjoyment of, in, and to the Common Areas, and such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

A. The right of the Association, in accordance with its Articles of Incorporation and Regulations, to borrow money for the purpose of improving the Common Areas, and in aid thereof to mortgage said property. The Association shall not mortgage the Common Areas except by resolution approved by two-thirds (66-2/3%) of the total number of votes held by the Owners of each class;

B. The right of the Association to levy annual and special assessments and to charge reasonable admission and other fees for the use of any recreational facility which may be situated upon the Common Areas;

C. The right of the Association to permit the use of the Common Areas and recreational facilities which may be situated thereon by non-members of the Association for such fees as may be established by the Association's Board of Trustees.

D. The right of the Association to suspend the voting rights and the rights to use of the Common Areas and recreational facilities which may be situated thereon for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of published rules and regulations. Assessments shall continue during any suspension period;

E. The right of the Association to limit the number of guests of Owners;

F. The right of the Association to grant easements over or to dedicate or transfer all or any part of the Common Areas to any public agency, authority, utility, or other persons or entities for such purposes and subject to such conditions as may be determined by the Board of Trustees. No dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such a dedication or transfer has been recorded upon the public records of Hamilton County, Ohio;

G. The rights of the Association and Owners of Lots to a perpetual easement over any Common Areas and upon other Lots for gas, electric, telephones, water, sewer, drain, cable television connections, and other utility conduits, with rights to repair, maintain, and replace same, as they may be established over, upon and through the Common Areas or other Lots, which rights are hereby expressly established, granted, and reserved for the benefit of the individual Lots;

H. The right of the Declarant or any Developer to make any improvements it deems proper upon the Common Areas, even after their conveyance to the Association, so long as any Lots remain unsold, which rights are hereby reserved;

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I. The right of the Association, acting by and through the Board of Trustees, to prescribe and enforce reasonable rules and regulations governing the use of the Common Areas, as provided in Section 9.3 Q of Article IX of this Declaration.

Section 3.2. Title to Common Areas. Title to the Common Areas shall be conveyed to the Association free and clear of all liens and encumbrances; provided, however, that the Declarant shall have the right from time to time to reserve for the purpose of development of the property described in Exhibits A and/or B all or any portion of the Property for various easements and rights-of-way, together with the right to dedicate same where applicable and customary and the right of ingress and egress across the Common Areas in connection with the development of the property described in Exhibits A and/or B. The Declarant's rights hereunder shall not unreasonably interfere with the Owners' easement of enjoyment as set forth in Section 3.1.

Section 3.3. Delegation of Use. Any Owner may delegate, in accordance with the applicable Regulations of the Association, his right of enjoyment in the Common Areas to the members of his family resident in the Living Unit, guests, his tenants, or contract purchasers who reside in the Living Unit.

ARTICLE IV  
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 4.1. Members. Every Lot Owner shall be a member of the Association, and such membership shall be appurtenant to and may not be separated from ownership of any Lot. The Declarant shall be a member of the Association so long as it qualifies as a Class A or Class B member as defined below.

Section 4.2. Classes and Voting Rights. The Association shall have two (2) classes of voting membership:

- A. Class A - Except as provided below, Class A members shall be all Lot Owners except the Declarant, and Class A members shall be entitled to one (1) vote for each such Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the Owners determine, but in no event shall more than one (1) vote be cast with respect to any Lot.
- B. Class B - Class B members shall be the Declarant (as defined in the Declaration), and such member shall be entitled to such number of votes as will constitute seventy-five percent (75%) of the total voting power of the Association, so long as the Class B membership continues to exist. The Class B membership shall cease to the extent permitted by Ohio Law and shall be converted to Class A membership with one vote for each Lot owned, on the happening of either of the following events, whichever occurs earlier:
  - (a) When all of the real property described in Exhibit "B" of this Declaration has been annexed to this Declaration by the Declarant and seventy-five percent (75%) of the Lots included herein (as may be expanded to a total of 92 lots) have been conveyed to individual lot Owners;
  - (b) Five (5) years after the date this Declaration is filed for record.

Provided, however, that if additional land is annexed to this Declaration so as to create an additional number of Lots of such an amount that the proportion of Lots sold is decreased below seventy-five per cent (75%), the Class B membership shall be re-created automatically in the same manner and in the same condition as that in which it had existed originally, without regard to the fact that an earlier date the Class B membership may have been terminated by sale of seventy-five per cent (75%) of the previous number of Lots.

Provided, further, that nothing herein shall be construed to prohibit the Class B member from converting all its Class B membership to Class A membership with the results set forth above at any time earlier by written statement executed by the Declarant and delivered to the Association.

ARTICLE V  
ASSESSMENTS

Section 5.1. Covenant for Assessments. The Parties hereto, and each person, group of persons or entity which becomes an Owner of a Lot, whether or not it shall be so expressed in any deed or other conveyance, shall be deemed to covenant and agree to pay the Association: (1) annual assessments; (2) special assessments for capital improvements or other services provided by the Association; (3) individual assessments; and such assessments to be fixed, established and collected from time to time as hereinafter provided. All assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on and shall be a continuing lien upon the Lot and improvements against which such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, including, without limitation, attorneys' fees, shall also be the personal obligation of the person, group of persons or entity who was the Owner of such property and Lot at the time when the assessment fell due.

Section 5.2. Purpose of Assessments. The assessment levied by the Association shall be used to maintain, promote, protect and enhance the value of all Lots and Common Areas.

Section 5.3. Annual General Assessments. An annual general assessment shall be levied on the Lots and Owners in each particular section in such amount as determined for each Owner of a Lot within a Section (as herebefore defined), by the Association to provide and be used for the purpose of: (a) providing grass cutting and maintenance of all trees and shrubbery located on the Common Areas and other areas upon which the Association holds a maintenance easement; (b) providing fire and extended coverage insurance, and vandalism and malicious mischief coverage, on a blanket basis (or such other varieties of insurance as may be agreed to by the Association), all of such insurance policies shall be payable to the Association as Trustee for the Lot Owners, the Association, and their mortgagees, as their interests may appear, the proceeds of which shall be used to restore or replace any building or any improvements on any Common Area or other area upon which the Association has a maintenance easement. damaged or destroyed by any peril covered by said insurance; (c) repair, maintenance, lighting and snow removal of private roads, driveways and parking areas on the Common Area; (d) real estate taxes and assessments on Common Areas; (e) management, supervision, legal and accounting expenses; (f) providing reasonable reserves for contingencies, replacements, maintenance, repairs, other costs incurred by the Association, and working capital of at least two (2) months' estimated charges for each lot; and (g) other maintenance and repair of Common Areas as further detailed in Section 6.1 and Section 6.2 of this Declaration.

Section 5.4. Special Assessments. In addition to the annual and individual assessments authorized by this Article, the Association may levy special assessments, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, or unexpected repair or replacement, of a capital improvement located upon the Common Areas, provided (except in the case of insufficient insurance as set forth in Article VII, Section 7.6) such special assessments shall have the assent of 66-2/3% of the total number of votes held by the Members of each class. A meeting of the Members shall be duly called for this purpose, written notices of which shall be sent to all Members at least fifteen (15) days in advance of such meeting, which notice shall set forth the purpose of the meeting.



Section 5.5. Individual Assessments. In the event that any damage is caused to any of the Common Areas through the willful or negligent act of the Lot Owner, his family, tenants, guests or invitees, the Board shall have the obligation to correct or repair any such damage, and the costs thereof shall be added to and become a part of the assessment against the individual Lot owned by the Lot Owner, or his family, tenants, guests or invitees causing such damages.

Section 5.6. Basis and Apportionment of Assessments. Both annual and general assessments and special assessments, as provided for in Sections 5.3 and 5.4 shall be apportioned equally upon all of the Lots.

Section 5.7. Commencement of Assessments. The annual assessment for each Lot shall commence on the first day of the month following the conveyance of the first Lot in a phase from a Developer or Declarant to an individual Lot Owner. An assessment equal to fifty percent (50%) of the allocated assessment shall be allocated to unsold Lots owned by the Declarant or a Developer, if they are not occupied, for a period not to exceed sixty (60) days after the date of conveyance of the first Lot in a Section to a Lot Owner other than the Declarant or a Developer. All assessments shall be payable in advance in equal installments as determined by the Board of Trustees. Failure to mail notices by the dates required shall not affect the rights of the Association to assess Lots as provided herein.

It shall be the duty of the Board of Trustees of the Association to fix the amount of the general assessments applicable to each Lot annually. The Board of Trustees shall make reasonable efforts to fix such amounts, in advance, by the first day of December of each year, and shall, at that time, prepare a roster of the Lots and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Lot Owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the Owners of any Lot subject thereto. Annual assessments shall become a lien on each Lot on January 1 of each year.

Individual and special assessments shall be fixed by the Board of Trustees as provided in this Article, which assessments shall become a lien on the Lots on the date that the Board mails written notice of any such assessment to the Owners of any Lot subject thereto.

Section 5.8. Assessments Certificates. The Association shall, upon demand, at any reasonable time, furnish to any Lot Owner liable for assessments or to his designee a certificate in writing signed by an officer or other authorized agent of the Association, setting forth the status of said assessments, i.e., whether the same are paid or unpaid and the amount outstanding. Such certificate shall be conclusive evidence of the payments of any assessments therein stated to have been paid. A charge not to exceed Fifteen Dollars (\$15.00) may be levied in advance by the Association for each Certificate so delivered.

Section 5.9. Non-Payment of Assessment. Any assessment levied pursuant to these covenants which is not paid on the date when due shall be delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon become a continuing lien which shall bind such Lot in the hand of the then Owner, his heirs, devisees, personal representative and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or to foreclose the lien against the Lot, in either of which events, interest, costs and reasonable attorneys' fees shall be added to the amount of each assessment. No owner may waive or otherwise escape liability for the assessment herein provided for by non-use of any Common Areas or abandonment of his Lot. To the extent any assessment lien is not paid out of the proceeds of a foreclosure sale, and is discharged, the amount thus unpaid shall be deemed to be common expenses and shall be levied against all of the Lots subject to such original type of assessment, at the time of the first assessment of the same type or types next following such next Annual General assessment, and such additional levy shall not be limited by the maximum increase limitation provided for in Section 5.7, nor shall it count as part of the increase allowable thereby.

Section 5.10. Subordination of Lien to First Mortgage. Any lien for delinquent assessments, as provided in Section 5.9, shall be subordinate to a first mortgage on the Lot, if said first mortgage was recorded before the delinquent assessment came due.

When the mortgagee of a first mortgage of record, or other purchaser of a Lot as a result of judicial execution, acquires title to the Lot as a result of foreclosure of the first mortgage or by deed in lieu of foreclosure of the first mortgage, such acquirer of title, his or its heirs, successors and assigns, shall not be solely liable for the share of the assessment by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer and any lien against such Lot shall be cancelled and voided, and shall become unenforceable. Such unpaid share of assessment shall be deemed to be common expenses collectible from all of the Lots, including that of such acquirer, his or its heirs, successors and assigns.

ARTICLE VI  
MAINTENANCE

Section 6.1. Maintenance of Common Lots and Street Sign Monuments. The Association shall be responsible for the care and maintenance of the Common Areas.

Section 6.2. Other Maintenance. The Association shall also be responsible for the maintaining of walls, monuments, islands and plantings within the rights of way of the dedicated streets of Williams Meadow and other areas for which the Association has maintenance easements, to the extent that the same will not be maintained by Columbia Township or the County of Hamilton, for the purpose of maintaining the same within the standards as set forth by the Board of Trustees of the Association.

Section 6.3. Reserves. The Association shall establish and maintain a reserve account containing such amounts as the Board of Trustees shall annually determine to be necessary to adequately meet the cost of all anticipated repairs, replacements and maintenance activities required of it under this Declaration. Such account shall be funded from the annual general assessments provided for in Article V, Section 5.3.

Section 6.4. Professional Management Contracts. The Association may delegate all or any portion of its authority to discharge its responsibilities herein to a manager or managing agent. Any management agreement shall not exceed three (3) years and shall provide for termination by either party without cause and without payment of a termination fee, on ninety (90) days or less written notice.

ARTICLE VII  
INSURANCE

Section 7.1. Fire, Extended Coverage and Standard "All Risks" Insurance. The Association shall maintain insurance for all buildings, structures and improvements hereinafter constructed on the Common Areas against any loss or damage by fire, lightning and such other hazards as are ordinarily insured by a comprehensive fire, extended coverage and "all-risks" policies issued in the amounts at all times sufficient to prevent the Lot Owners from becoming coinsurers under the terms of any applicable coinsurance clause or provision and in no event less than the actual replacement cost of such buildings and structures, as determined from time to time by the insurer.

The insurance required hereby shall be obtained from a fire and casualty insurance company authorized to write such insurance in the State of Ohio which has a general policy holder rating of no less than A, as determined by the then latest edition of the Best's Insurance Reports or its successor guide, and shall be written in the name of the Association for the use and benefit of the Lot Owners and their mortgagees as their interests may appear. The Board and/or its authorized representatives shall have the exclusive right to negotiate and adjust all losses to the Common Areas. Unless the Board determines otherwise, all such insurance shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers or Trustees, and all Lot Owners and occupants.

Section 7.2. User of Fire Insurance Proceeds. Unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned) or Owners (other than the Declarant or Developer) of the individual lots have given their prior written approval, the Association shall not be entitled to use hazard insurance proceeds for losses to the Common Areas for other than the repair, replacement or reconstruction of such Common Areas.

Section 7.3. Liability Insurance. The Association shall obtain and maintain a comprehensive policy of public liability insurance covering all Common Areas, insuring the Association, the Trustees, and the Lot Owners and members of their respective families, tenants and occupants, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injury and/or property. This insurance shall include protection against such risks as are customarily covered with respect to developments similar in construction, location and use, as determined by the Board. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim for a Lot Owner, tenant or occupant because of negligent acts of the Association, the Board, or other Lot Owners, tenants, or occupants.

Section 7.4. Other Insurance. In addition, the Board may purchase and maintain contractual liability insurance, trustees' and officers' liability insurance, and such other insurance as the Board may deem desirable from time to time.

Section 7.5. Insufficient Insurance. In the event the improvements forming a part of the Common Areas or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, the Association shall advance such costs in excess of available insurance proceeds. The

amount so advanced by the Association shall become a special assessment against all of the Lots, and such assessments shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the non-payment of assessments. The action required to be taken by the Association under this Section shall not require any vote of the members of the Association.

Section 7.6. Fidelity Bonds. The Board shall obtain fidelity bond coverage with respect to any person who either handles or is responsible for funds held or administered by the Association, in an amount no less than the maximum funds that will be in the custody of the Association or its management agent at any time while the bond is in force. Provided, however, the fidelity bond coverage must at least equal the sum of three months' assessments on all living units in the project, plus the Association's reserve funds. A management agent handling funds for the Association shall also be covered by its own fidelity bond, naming the Association as an additional obligee, at the sole cost of said agent.

ARTICLE VIII  
ARCHITECTURAL CONTROL

Section 8.1. Architectural Control Committee. Except for construction or improvements during the development period (until such time as the Declarant has sold and conveyed all Lots in the Property described in Exhibits "A" and "B" hereto), which shall be under the exclusive control of the Declarant, its successors and assigns, no building, fence, wall or other structure shall be commenced, erected or maintained upon the property, nor shall any exterior addition or change (including any change in color) or alteration thereof be made until the plans and specifications showing the nature, kind, shape, heights, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography by the Board of Trustees of the Association. In the event the 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 VIII will be deemed to have been fully complied with. Such submission to the Board shall be in person, or by registered or certified mail, with return receipt, directed to the Association manager, or if there is no manager, to its President.

Section 8.2. Enforcement. In the event of violation of any of the provisions of this Article VIII, the Association shall have the right to enforce this Article by proceedings authorized in this Declaration, the By-Laws, or by law.

ARTICLE IX  
USE RESTRICTIONS

Section 9.1. The covenants and restrictions set forth in this Article are for the benefit of the Declarant and all Lot Owners, and any portion of the land described in Exhibit "B" at such time as said property is annexed to this Declaration, and are to run with the land and shall be binding on all parties and all persons claiming ownership under them. These covenants and restrictions are not applicable to any real property other than the property submitted to this Declaration.

Section 9.2. Residential. All of the Lots shall be used for private residential purposes exclusively, and for no other purposes. No profession or customary home industry shall be conducted in or on any part of any Lot or in any Living Unit or improvement thereon without the specific written approval of the Board of Trustees. The use restrictions shall not apply to the Declaration or any Developer relative to models and sales offices.

Section 9.3. Prohibited Uses. Except for the activities of the Declarant and Developers during the original construction or development:

A. No noxious or offensive trade shall be carried on upon the property or within any dwelling situated upon the Property, nor shall anything be done therein or thereon which may be or may become an annoyance or nuisance to the neighborhood or the Owners of the Property.

B. The maintenance, keeping, boarding or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any dwelling situate upon the Property, except that this shall not prohibit the keeping of dogs, cats and caged birds as domestic pets provided they are not kept, bred, or maintained for commercial purposes, and provided they are kept according to the Rules and Regulations of the Association.

C. No burning of any trash and no accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted on the Property.

D. Except as hereinelsewhere provided, no commercial vehicle, trailer, truck, motorcycle, camper, camp truck, house trailer, boat or the like shall be kept or used upon the Property other than being totally enclosed within a Living Unit or garage, so as not be visible from the exterior thereof. No junk vehicle, inoperative or unlicensed motor vehicle, structure of a temporary character, mobile home, tent, shack, barn, or other outbuilding, shall be kept or used upon the Property, nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon.

E. Trash and garbage containers shall not be permitted to remain in the public view except on days of trash collection.

F. No signs of any character shall be erected, posted, or displayed upon any Lot, excepting street and identification signs installed by the

Association or the Developer and excepting one (1) temporary real estate sign not to exceed six (6) square feet in area erected upon any Lot advertising same upon the market for sale or rent.

G. No structure, planting or other material other than a non-destructing driveway or sidewalks, shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels.

H. No outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be maintained on any Lot.

I. No vegetable garden shall be larger than 12' x 15' and must be maintained so as not to be unsightly. No homeowner shall be allowed to store more than two cords of firewood on any Lot. Said wood must be neatly stacked and free of unsightly debris.

J. No oil drilling, quarrying, or mining operation shall be permitted on any Lot.

K. No above-ground swimming pool shall be permitted on any Lot. In-ground pools shall be permitted provided they have first been approved by the Board of Trustees.

L. No tennis court shall be permitted on any Lot.

M. Swingsets, jungle-gyms, playhouses and similar yard equipment may not be placed, installed or maintained on any Lot without prior approval of the Board of Trustees.

N. Mailboxes shall be black galvanized steel rural mailboxes, medium model 1-1½, mounted on a 4 x 4 rough sawn post, or such other uniform design approved by the Board of Trustees.

O. No fence may be installed on any Lot other than a split rail fence, which must first be approved by the Board of Trustees.

P. There shall be no violation of any rules for the use of the Common Areas which may from time to time be adopted by the Board of Trustees and promulgated among the membership by them in writing, and the Board of Trustees is hereby and elsewhere in this Declaration authorized to adopt such rules.

Section 9.4. Right of Association to Remove or Correct Violations. The Association may, in the interest of the general welfare of all the Owners, and after reasonable notice to the Owner, enter upon any lot or the exterior of any dwelling at reasonable hours on any day for the purpose of removing or correcting any violations or breach or any attempted violation of any of the covenants and restrictions contained in Article IX, or violation of the rules and regulations of the Board of Trustees, as provided in Article VIII, or for the purpose of abating anything herein defined as a prohibited use or nuisance, provided, however, that no such actions shall be taken without a resolution of the Board of Trustees of the Association. Before any items of construction may be altered or demolished pursuant to this section, judicial proceedings must be had against the Owner.



ARTICLE X  
MISCELLANEOUS

Section 10.1. Duration. Except where permanent or perpetual easements or other permanent rights or interests are herein created the terms and provisions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or by any of the Lot Owners, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date of recordation of this Declaration, after which the Declaration shall be automatically extended for successive periods of ten (10) years in perpetuity, unless a recorded instrument signed by the then Owners of two-thirds (2/3) of the Lots have been recorded, agreeing to terminate the Declaration.

Section 10.2. Amendment. The Declaration may be amended, from time to time, as follows:

A. By Declarant: The Declarant reserves the right and power, and each Lot Owner by acceptance of a deed to a Lot is deemed to and does grant, to the Declarant, a Power of Attorney coupled with an interest which shall run with the title to the Lot, and which shall be irrevocable except by Declarant for a period of five (5) years from the date hereof, to amend this Declaration to the extent necessary to conform to any requirements imposed or requested by any governmental agency, public authority or financial institution, (including the U.S. Department of Housing and Urban Development, the U.S. Veteran's Administration, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or similar agency), without the approval of the Lot Owners, or to the extent necessary to enable Declarant or any other Developer to meet any other reasonable need or requirement in order to complete the development of the property described in Exhibit B and to facilitate the making and marketing of first mortgages upon any of the Lots. Any amendment must be recorded and shall take effect only upon recording.

B. By Lot Owners. This Declaration may be amended at any time by an instrument executed by persons or entities enabled to exercise sixty-seven (67) percent of the voting power of both classes of the Association and approved by eligible first mortgage holders representing Lots having at least fifty-one (51) percent of the voting power; provided, however, that Declarant's rights hereunder may not be amended or altered without Declarant's prior written consent. Any amendment must be recorded and shall take effect only upon recording.

Section 10.3. Personal Liability. Nothing in this Declaration, the Articles or the By-Laws and Regulations of the Association, or any rules or regulations enacted pursuant to any of the foresaid, shall impose personal liability upon any member of the Board of Trustees or any officer of the Association acting in his capacity as such, for the maintenance, repair or replacement of any Living Unit or of part of the Common Areas or give rise to a cause of action against any of them except for damages resulting from their own willful omissions or misconduct and each person who becomes an Owner or Member hereby releases and discharges all persons now or hereafter serving as an Officer or Trustee, or both, from any liability for injury or damages to such member or Owner or to such member's or Owner's property and covenants not to initiate any legal proceedings against any such person or persons unless such said person is covered by insurance and in such event the amount of recovery shall be limited to the amount of insurance.

Section 10.4. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 10.5. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, to restrain and/or to enjoin violation and/or to recover damages, and against the land to enforce any lien created by these covenants; and the failure or forbearance by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 10.6. Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way effect any other provision hereof, each of which shall remain in full force and effect.

Section 10.7. Conflicts. In the case of any conflict between this Declaration and either the Articles of Incorporation or the By-Laws of the Association, the Declaration shall control.

Section 10.8. Rights of Mortgage Holders. Any first mortgagee or mortgagees of Lots may, jointly or singly, pay any taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay any overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Common Areas, and such first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

The holder, insurer or guarantor of the first mortgage on any Lot shall be entitled to timely written notice of the following:

- A. Any condemnation or casualty loss that affects either a material portion of the project or the Lot securing its mortgage;
- B. Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage;
- C. A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
- D. Any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

A mortgage holder, insurer or guarantor shall send a written request to the Association, stating both its name and address and the Lot number or address of the Lot upon which it holds a mortgage, in order to obtain the foregoing notices.

Section 10.9. Condemnation.

A. In the event any Lot or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or are otherwise sought to be acquired by a condemning authority, the net proceeds of any award or settlement

shall be the property of the Lot Owner and the holder of the first mortgage, to the extent of their respective interests. Each Lot Owner shall give the holder of a first mortgage on the Owner's Lot timely written notice of such proceeding or proposed acquisition.

B. In the event any Common Area or any portion thereof is made the subject matter of any condemnation or eminent domain proceedings or other sought to be acquired by a condemning authority, the proceeds of any award or settlement shall be distributed to the Association for the common benefit of the Lot Owners and their mortgagees, as their interests appear.

This instrument prepared by: John P. Dumbacher, Attorney at Law  
914 Main Street, Suite 500  
Cincinnati, Ohio 45202  
(513) 421-5400

John P. Dumbacher, Attorney at Law  
914 Main Street, Suite 500  
Cincinnati, Ohio 45202  
(513) 421-5400



Notary Public, State of Ohio

The foregoing instrument was executed before me this day of May, 1987, by Ronald J. Benkert, Vice-President of Zaring National Corporation, an Ohio Corporation, on behalf of said corporation.

STATE OF OHIO, COUNTY OF HAMILTON, SS:

[Signature]  
Witness

By: [Signature] Ronald J. Benkert, Vice-President  
Zaring National Corporation, an Ohio Corporation

[Signature]  
Witness

Signed and acknowledged in the presence of:  
IN WITNESS WHEREOF, the Declarant has executed this Agreement on the date set forth hereinafter above.

EXHIBIT "A"

Situate in Section 3, Town 4, Fractional Range 2, and Section 33, Town 5, Fractional Range 2, Miami Purchase, Columbia Township, Hamilton County, Ohio, and being Lots 1 through 36 inclusive, Lots 80 through 83 inclusive, and Lots 87 through 91 inclusive, of Block A, Williams Meadow Subdivision, as recorded in Plat Book , Page , of the Registered Land Records of Hamilton County, Ohio, and also recorded in Plat Book , Page , Hamilton County, Ohio Records.

Instrument Reference: Certificate of Title No. of the Registered Land Records of Hamilton County, Ohio, containing Lots 1-36, 80-83, 87, 88, 90 and 91, and the Registered portion of Lot 89. Also, Deed Book 4342, Page 367, Hamilton County, Ohio Records, containing the unregistered portion of Lot 89.

EXHIBIT "B"

PARCEL 1 - NON-REGISTERED LAND:

Situated in Section 3, Town 4, Fractional Range 2, Miami Purchase, Columbia Township, Hamilton County, Ohio being part of Lot 16 of H. Debolt's Subdivision, as recorded in Plat Book 1, Page 311 of the Hamilton County Ohio Records, described as follows:

Commencing at the northwest corner of Lot 17 of said H. Debolt's Subdivision which is also the northwest corner of Registered Land No. 133041 of the Hamilton County Ohio Registered Land Records, thence along the westerly line of said Registered Land No. 133041, South 27° 48' 10" East, a distance of 329.46 feet, South 39° 08' West, a distance of 120.49 feet and South 13° 11' East, a distance of 27.81 feet to the place of beginning, thence along the westerly line of said Registered Land No. 133041, South 13° 11' East, a distance of 347.19 feet and South 49° 04' 40" East, a distance of 246.46 feet; thence South 42° 24' West, a distance of 176.28 feet; thence North 47° 36' West, a distance of 43.08 feet; thence South 42° 24' West, a distance of 32.28 feet; thence North 66° 39' West, a distance of 238.77 feet; thence North 39° 08' East, a distance of 199.03 feet; thence North 47° 21' West, a distance of 337.17 feet; thence North 14° 39' East, a distance of 52.30 feet; thence North 39° 08' East, a distance of 174.21 feet; thence South 56° 27' 43" East, a distance of 122.50 feet; thence North 38° 56' 26" East, a distance of 37.20 feet to the place of beginning. Containing 3.1787 Acres.

PARCEL 2 - REGISTERED LAND:

Situated in Sections 3 and 33, Town 4, Fractional Range 2, Miami Purchase, Columbia Township, Hamilton County, Ohio being part of Registered Land No. 133041 of the Hamilton County Ohio Registered Land records, described as follows:

Commencing at the northwest corner of said Registered Land No. 133041, which is also the northwest corner of Lot 17 of H. Debolt's Subdivision as recorded in Plat Book 1, Page 311 of the Hamilton County Ohio Records, thence along the westerly line of said Registered Land No. 133041, South 27° 48' 10" West, a distance of 329.46 feet, South 39° 08' West, a distance of 120.49 feet and South 13° 11' East, a distance of 27.81 feet to the place of beginning, thence North 38° 56' 26" East, a distance of 172.36 feet; thence South 70° 30' East, a distance of 289.64 feet; thence eastwardly on a curved line deflecting to the left with a radius of 475.00 feet a distance of 45.19 feet (chord of said curve bears South 73° 13' 29" East, a distance of 45.16 feet); thence South 38° 30' West, a distance of 127.72 feet; thence South 51° 30' East, a distance of 196.65 feet; thence North 2° 35' 28" East, a distance of 209.42 feet; thence eastwardly on a curved line deflecting to the left with a radius of 475.00 feet a distance of 20.00 feet (chord of said curve bears South 87° 24' 34" East, a distance of 20.00 feet); thence South 2° 35' 28" west, a distance of 123.69 feet; thence South 87° 24' 32" East, a distance of 131.15 feet; thence North 82° 36' 47" East, a distance of 136.24 feet; thence South 85° 58' East, a distance of 58.40 feet; thence North 57° 45' 04" East,

a distance of 229.87 feet; thence northwestwardly on a curved line deflecting to the left with a radius of 350.00 feet a distance of 2.94 feet (chord of said curve bears North 32° 29' 55" West, a distance of 2.94 feet); thence North 57° 16' 10" East, a distance of 141.06 feet; thence North 48° 43' 29" East, a distance of 41.37 feet; thence North 86° 24' 38" East, a distance of 172.86 feet; thence South 51° 06' 55" East, a distance of 228.41 feet; thence South 43° 52' 24" East, a distance of 273.58 feet to the southerly line of said Registered Land No. 133041; thence along the southerly and westerly lines of said Registered Land No. 133041; thence South 66° 28' 30" West, a distance of 639.64 feet; thence South 38° 55' West, a distance of 242.37 feet; thence South 87° 46' 10" West, a distance of 527.78 feet; thence North 49° 04' 40" West, a distance of 508.75 feet, and North 13° 11' West, a distance of 347.19 feet to the place of beginning. Containing 18.9978.