

MIAMI-ERIE PLACE

A PLANNED UNIT DEVELOPMENT

IN THE WEST PART OF LOT 5 IN PIONEER SUBDIVISION, PHASE 1

IN

NW PART OF THE SW QUARTER OF SEC 11, T 7 S, R 4 E

VILLAGE OF NEW BREMEN

GERMAN TOWNSHIP, AUGLAIZE COUNTY, STATE OF OHIO

FOR

CROWN CONTROL, INC.

40 S. WASHINGTON STREET

NEW BREMEN, OHIO 45869

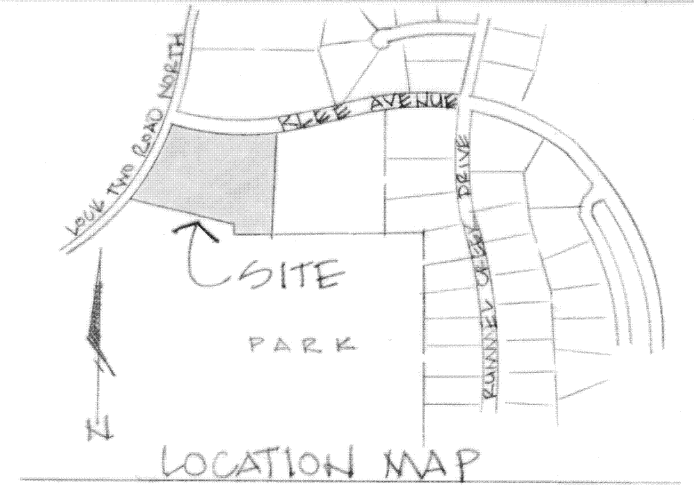
FREYTAG & ASSOC., INC.

BY

ARCHITECTS/ENGINEERS

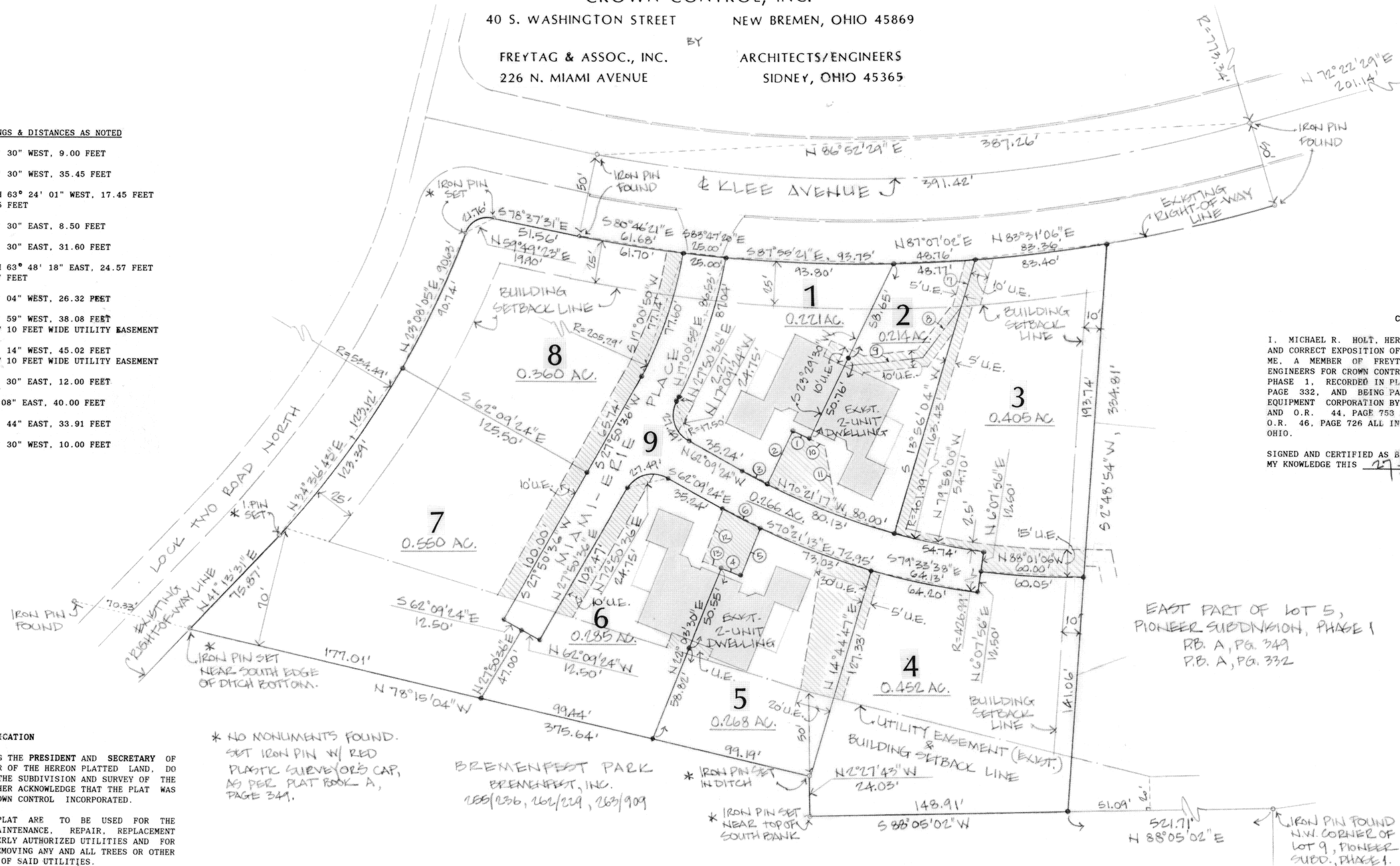
226 N. MIAMI AVENUE

SIDNEY, OHIO 45365



ADDITIONAL BEARINGS & DISTANCES AS NOTED

- 1 NORTH 66° 30' 30" WEST, 9.00 FEET
- 2 SOUTH 23° 29' 30" WEST, 35.45 FEET
- 3 CHORD = NORTH 63° 24' 01" WEST, 17.45 FEET
ARC = 17.45 FEET
- 4 SOUTH 67° 56' 30" EAST, 8.50 FEET
- 5 NORTH 22° 03' 30" EAST, 31.60 FEET
- 6 CHORD = SOUTH 63° 48' 18" EAST, 24.57 FEET
ARC = 24.57 FEET
- 7 SOUTH 13° 56' 04" WEST, 26.32 FEET
- 8 SOUTH 37° 07' 59" WEST, 38.08 FEET
CENTERLINE OF 10 FEET WIDE UTILITY EASEMENT
- 9 SOUTH 83° 43' 14" WEST, 45.02 FEET
CENTERLINE OF 10 FEET WIDE UTILITY EASEMENT
- 10 SOUTH 66° 30' 30" EAST, 12.00 FEET
- 11 SOUTH 6° 21' 08" EAST, 40.00 FEET
- 12 NORTH 11° 51' 44" EAST, 33.91 FEET
- 13 NORTH 67° 56' 30" WEST, 10.00 FEET

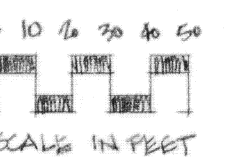
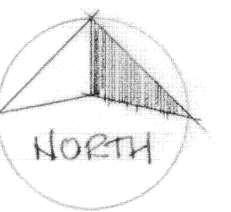
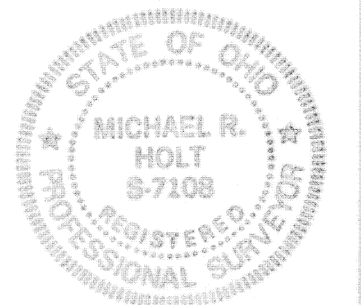


CERTIFICATION

I, MICHAEL R. HOLT, HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT EXPOSITION OF A SUBDIVISION AND SURVEY LAID OUT BY ME, A MEMBER OF FREYTAG & ASSOCIATES, INC., ARCHITECTS/ENGINEERS FOR CROWN CONTROL, INC., IN THE PIONEER SUBDIVISION, PHASE 1, RECORDED IN PLAT BOOK A, PAGE 349 AND PLAT BOOK A, PAGE 332, AND BEING PART OF THE TRACTS CONVEYED TO CROWN EQUIPMENT CORPORATION BY DEEDS RECORDED IN O.R. 45, PAGE 152 AND O.R. 44, PAGE 753 AND SURVEYOR'S AFFIDAVIT RECORDED IN O.R. 46, PAGE 726 ALL IN THE DEED RECORDS OF AUGLAIZE COUNTY, OHIO.

SIGNED AND CERTIFIED AS BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE THIS 17th DAY OF SEPTEMBER 1990.

MICHAEL R. HOLT
REGISTERED SURVEYOR #7108



DEDICATION

WE, THE UNDERSIGNED, BEING THE PRESIDENT AND SECRETARY OF CROWN CONTROL, INC., OWNER OF THE HEREON PLATTED LAND, DO HEREBY ASSENT TO AND ADOPT THE SUBDIVISION AND SURVEY OF THE LAND SHOWN HEREON, AND FURTHER ACKNOWLEDGE THAT THE PLAT WAS MADE AT THE REQUEST OF CROWN CONTROL INCORPORATED.

EASEMENTS SHOWN ON THIS PLAT ARE TO BE USED FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT AND/OR REMOVAL OF ALL PROPERLY AUTHORIZED UTILITIES AND FOR THE EXPRESS PRIVILEGE OF REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS TO THE FREE USE OF SAID UTILITIES.

SIGNED THIS 31st DAY OF October 1990
WITNESS
Laura M. Anderson

THE STATE OF OHIO, AUGLAIZE COUNTY, S.S.

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME JAMES F. DICKE II, PRESIDENT AND DANE W. DICKE, SECRETARY WHO ACKNOWLEDGED THAT THEY DID SIGN THE FOREGOING INSTRUMENT AND THAT THE SAME IS THE FREE ACT AND DEED OF EACH OF THEM FOR THE PURPOSE THEREIN EXPRESSED.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL AT New Bremen, OHIO, THIS 31st DAY OF October 1990.
CAROL A. JONES
Notary Public, State of Ohio
My commission expires January 24, 1995.

* NO MONUMENTS FOUND.
SET IRON PIN W/ RED PLASTIC SURVEYOR'S CAP, AS PER PLAT BOOK A, PAGE 349.

BREMENFEST PARK
BREMENFEST, INC.
155/236, 161/219, 263/909

THE DECLARATION, COVENANTS, RESTRICTIONS AND CONDITIONS FOR THE HEREON PLATTED DEVELOPMENT ARE SET FORTH ON SHEETS 2 & 3, MIAMI-ERIE PLACE.

APPROVED BY THE NEW BREMEN PLANNING COMMISSION THIS 6 DAY OF September 1990.

William Holt
PLANNING COMMISSION CHM.

ACCEPTED BY THE COUNCIL OF THE VILLAGE OF NEW BREMEN THIS 13 DAY OF November 1990.

Urban Buschur
Mayor
Charles B. Art
VILLAGE ADMINISTRATOR

ORDINANCE NO. 1990-9-20

ZONING PLANNED UNIT DEVELOPMENT

MINIMUM BUILDING SETBACK, AS SHOWN ON PLAT.

STARTING BEARING - NORTH 72° 22' 29" EAST, CENTERLINE OF KLEE AVENUE, FROM PREVIOUS SURVEY.

NOTE - IRON PINS WITH RED PLASTIC SURVEY CAPS SET AT ALL LOT CORNERS, INCLUDING ALL POINTS OF CURVATURE.

TRANSFERRED AND NUMBERED THIS 15 DAY OF November 1990.

Mark DeLorean
AUGLAIZE COUNTY AUDITOR

FILED THIS 15 DAY OF Nov 1990 AT 0'CLOCK 9:04 AM.
RECORDED THIS 15 DAY OF Nov 1990 IN PLAT BOOK A.
PAGE 341-343

Mark DeLorean
AUGLAIZE COUNTY RECORDER

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS, & RESERVATION OF EASEMENTS

FOR CROWN CONTROL, INC.

This Declaration of Covenants, Conditions and Restrictions and Reservation of Easements ("Declaration") is made by Crown Control, Incorporated, an Ohio corporation ("Developer"), under the following circumstances:

A. Developer is the owner of certain real property situated in the Village of New Bremen, Auglaize County, Ohio, consisting of approximately 3.021 acres subdivided into 9 lots, Lots 1 through 9, inclusive, Miami-Erie Place, A Planned Unit Development (collectively, the "Property"), as described and shown on the plat of the Property to which this Declaration is attached (such plat, including any subsequent amendments thereto, or recordings thereof, being hereinafter referred to as the "Plat").

B. Developer desires to declare that the Property shall be held, sold and conveyed subject to the provisions of this Declaration.

C. Developer intends to form an Ohio nonprofit corporation to be known as Miami-Erie Place Owners Association (the "Association"), which shall be responsible for the administration and enforcement of the provisions of this Declaration.

NOW, THEREFORE, for the purposes of establishing and assuring a uniform plan for the development of the Property, and enhancing and protecting the value, desirability and attractiveness of the Property, Developer declares that the Property shall be held, occupied, sold and conveyed subject to this Declaration.

SECTION 1. DEFINITIONS

In addition to any definitions contained elsewhere in this Declaration, the following terms used in this Declaration shall have the meanings set forth in this Section 1.

1.1 **Assessments.** "Assessments" means the charges established by Section 2 of this Declaration.

1.2 **Association.** "Association" means Miami-Erie Place Owners Association, an Ohio nonprofit corporation, which will own, operate and maintain the Common Property, and any successor organization that owns, operates and/or maintains the Common Property. Except as the context otherwise requires, "Association" shall mean the Board acting on behalf of the Association.

1.3 **Board.** "Board" means the Board of Trustees of the Association.

1.4 **Code of Regulations.** "Code of Regulations" means the Code of Regulations adopted by the Association, as the same may be amended from time to time.

1.5 **Common Expenses.** "Common Expenses" means those costs and expenses incurred by the Association as described and defined in Section 2.3 of this Declaration.

1.6 **Common Property.** "Common Property" means all real and personal property owned or used by the Association for the common use and enjoyment of the Owners. This real and personal property includes Lot 9 as shown on the Plat together with the private roadway located on Lot 9, and any other facilities now or in the future administered by the Association for the benefit of the Owners.

1.7 **Development Period.** "Development Period" means the period commencing on the date this Declaration is recorded and terminating on the date which is the earlier of (a) the date 5 years after the date of recordation of the Declaration or (b) the date when Developer has sold and conveyed at least 5 Lots.

1.8 **Lot.** "Lot" or "Lots" means the lots numbered 1 through 9, inclusive, as shown on the Plat, which are designed and intended for construction of attached or detached residences. Lot 9, which contains the private street and is part of the Common Property, is not a "Lot" for purposes of this Declaration.

1.9 **Owner.** "Owner" means, with respect to any Lot, the owner of record from time to time, whether one or more persons or entities, of an interest in fee simple, but shall not include the Association. This term shall include Developer with respect to Lots owned by Developer.

1.10 **Trustee.** "Trustee" means any person elected or appointed to the Board of Trustees pursuant to this Declaration and the Code of Regulations.

SECTION 2. ASSESSMENTS

2.1 **Covenant of Payment; Creation of Lien.** Each Owner of a Lot, by acceptance of a deed or other instrument of conveyance for that Lot, agrees to pay to the Association the annual assessments, special assessments and individual assessments (collectively, the "Assessments") provided in this Declaration. The Assessments (and late charges and costs of collection, as provided below) shall be a charge and lien on each Lot and shall also be the personal obligation of the Owner of each Lot, to the extent and for the period provided in this Section 2.

2.2 **Annual Assessment.** The Association shall be entitled to collect from all Owners an annual assessment for Common Expenses and other purposes described Section 2.3. The annual assessment will not commence until one or more Lots have been sold to a bona fide purchaser for value. Until the first Lot is sold to a bona fide purchaser for value, the charges that would normally be paid by the Association will be paid by the Developer. Subsequently, upon the initial sale of a Lot to a bona fide purchaser for value, (a) the annual assessment shall commence on all Lots, including those Lots owned by the Developer, and (b) Developer shall convey the Common Property to the Association.

2.3 **Purpose of Annual Assessment.** The annual assessment is established for the benefit and use of the Association and shall be used in covering all of the costs (the "Common Expenses") of the operation, maintenance, and repair of Common Property and other portions of the Property that the Association is obligated to repair under this Declaration, and the performance of all other duties and obligations to be performed by the Association under this Declaration. The Common Expenses may include, but are not limited to, the costs of materials, equipment, supplies, insurance premiums for the insurance of the Common Property, the cost of reasonable reserves for contingencies, replacements and working capital, taxes and assessments on the Common Property, and all other costs and liabilities incurred by the Association in the exercise of its powers and duties pursuant to this Declaration or the Code of Regulations. The annual assessment may also be used in covering the cost of any capital addition or capital improvement that is authorized by the Board and, if applicable, approved by the members of the Association in accordance with Section 5.2.

2.4 **Operating Shortfalls.** If in any year the Common Expenses exceed the income from the annual assessment, the amount of any operating deficit may, at the Board's sole option, be charged to the Owners by means of a special assessment. No consent of the members of the Association shall be required with respect to this special assessment.

2.5 **Amount of Annual Assessment.** The first annual assessment shall be \$ ~~900.00~~ per Lot and shall be adjusted according to the number of months remaining in the calendar year. The amount of the annual assessment for future calendar years shall be determined by the Board based on the estimated budget prepared in accordance with the Code of Regulations. The amount of the annual assessment to be charged to the Lots shall be determined by dividing the amount shown on the budget by the total number of Lots, all as determined by the Board in its discretion.

2.6 **Individual Assessment.** If any portion of the Property that the Association is obligated to maintain, repair and/or replace is damaged due to the willful or negligent act or omission of an Owner or a lessee, invitee or other person claiming under that Owner, the Board shall have the right to undertake the necessary maintenance, repair or replacement. The cost so incurred by the Board shall be assessed as an individual assessment against the Lot or Lots owned by the Owner responsible for that cost. In addition, if any Lot obtains water, sewer or other utility services through facilities that also serve other Lots, the Association may submeter those services to each Lot, or charge equal shares of the costs for each separate system to the Lots served by that system, or otherwise establish procedures for equitably allocating common utility costs among the Lots. The share of any common utility costs allocated to a particular Lot, as determined in accordance with the preceding sentence, shall be deemed an individual assessment.

2.7 **Payment.** Unless otherwise determined by the Board, the annual assessment shall be payable in equal monthly installments not more than 10 days after the due dates established by the Board. Any other Assessments shall be due not more than 10 days after the due date established by the Board. The Board shall have the power at any time to adopt such billing, collection and payment procedures as it shall deem appropriate. If an Owner is in default in payment of any installment of the annual assessment, the Board may accelerate the remaining installment of the annual assessment for the year during which the default occurs by giving notice to the Owner. The Board may also establish penalties for late payments of Assessments. The penalties shall not exceed 10% of the overdue amounts.

2.8 **Personal Obligation.** Any Assessments becoming due and payable during the period that an Owner owns a Lot, together with any related penalties and costs of collection, shall constitute the personal obligation of that Owner and shall remain the personal obligation of that Owner until paid. This personal obligation shall not pass to an Owner's successor in title unless expressly assumed by the successor in title. If the obligation is so assumed by a successor in title, the successor and the former Owner shall be jointly and severally liable for payment of the amounts assumed.

2.9 **Perfection and Priority of Liens.** If an Assessment on any Lot is not paid within the period established under Section 2.7, the amount unpaid together with any late penalty, costs and reasonable attorney fees, shall constitute a lien on that Lot in favor of the Association. The Association may perfect the lien by recording a notice of lien with the Recorder of Auglaize County, Ohio, in any legally recordable form, including an affidavit as provided in Section §301.252 of the Ohio Revised Code. Nonpayment of any Assessment or an installment of an Assessment shall be deemed and is declared to be a condition or event that creates an interest in real estate. Each lien shall expire 5 years after the filing of a notice of lien, unless previously satisfied by the filing of a new notice of lien or the commencement of foreclosure proceedings. The lien shall be prior to all other liens and encumbrances whatsoever, except real estate taxes and assessments, liens of record in favor of the United States of America, the State of Ohio, or other governmental instrumentalities to the extent made superior by applicable law, and all bona fide recorded first mortgages.

2.10 **Enforcement of Lien.** Any lien established under this Declaration may be enforced by the Association in the same manner and to the same extent (including appointment of a receiver, foreclosure sale and deficiency judgment) and subject to the same procedures as in the case of foreclosure of a real property mortgage. In any enforcement proceeding, the amount that may be recovered by the Association shall include all costs of the proceeding, and, to the extent permitted by law, reasonable attorneys' fees. In any foreclosure sale, the Association may become the purchaser.

2.11 **Purchaser at Foreclosure Sale.** Any purchaser of a Lot at a foreclosure sale shall automatically become a member of the Association and shall be subject to all of the provisions of this Declaration. When the purchaser of a Lot acquires title to the Lot as a result of foreclosure of the first mortgage, the acquirer of title shall not be solely liable for the share of the Assessments chargeable to the acquired Lot that became due prior to the acquisition of title to that Lot. Instead, any unpaid share of the Assessments that became due and payable prior to the date of acquisition shall be deemed to be part of the Assessments collectible from all of the Lots, including that of the acquirer.

SECTION 3. CONTROL COMMITTEE AND CONSTRUCTION REQUIREMENTS

3.1 **Concept.** It is intended that the Property be developed into a residential community, improved with high quality attached or detached homes.

3.2 **Control Committee.** The Control Committee (the "Committee") shall be composed of not less than three (3) and not more than five (5) members. The Board of Trustees of the Association shall appoint the members of the Committee. Except as provided in the following sentence, regardless of the number of members of the Committee, at least two-thirds (2/3) of the members of the Committee shall be Owners of Lots.

Notwithstanding the foregoing provision, Developer reserves the right during the Development Period to appoint all of the initial and successor members of the Committee, none of whom needs be an Owner of a Lot. Each member of the Committee shall serve at the pleasure of the Board or, during the Development Period, the Developer. If the Committee has not been appointed, the Board may act as the Committee. Any action taken by a majority of the Committee, whether at a meeting or by a written instrument signed by a majority, shall constitute the official action of the Committee. A majority of the then current members of the Committee may, from time to time, designate one or more representatives (who need not be members of the Committee) to act for it. Neither the members of the Committee, nor any representative designated to act for the Committee, shall be entitled to any compensation for services rendered or performed pursuant to the provisions of this Declaration.

3.3 **Committee Approval.** No building, fence, wall, structure, parking lot, drainage improvement, utility connection, sign, landscaping (including existing trees), or other improvement shall be changed, commenced, erected or maintained upon any Lot, nor shall any exterior addition, change, alteration or restoration of or to the same be made until the construction plans and specifications showing the nature, kind, shape, size, height, materials, colors and location of the same in adequate detail as required by the Committee shall have been submitted to and approved in writing by the Committee as to harmony of external design, construction, and location in relation to the existing or proposed surrounding structures and topography and as to the general suitability of such construction or landscaping with other construction in the Property and as to the relative value and quality of such improvements, landscaping additions, changes, alterations or restorations. Approval by the Committee shall be arrived at by a simple majority vote of the members.

In the event the Committee shall fail to approve or disapprove any construction plans and specifications or landscape plan within thirty (30) days after the same shall have been submitted to it, then such approval will be deemed to have been given.

The Committee shall be permitted to make a reasonable charge for the review of any such plans and specifications. Any approval obtained hereunder, whether by default or otherwise, shall be null and void unless construction is commenced within 180 days after the date of approval or date of original sale, whichever occurs later.

3.4 **Rules.** The Committee may establish rules consistent with the standards set forth herein to govern the construction of any improvements, landscaping, additions, changes, or units on the Lots.

3.5 **Violations.** If any structure situated upon any Lot shall have been remodeled, altered, reconstructed, repaired and/or restored other than in accordance with the plans and specifications approved by the Committee, the Board shall declare the Owner of that Lot in default. However, the Board may, upon such conditions as it may determine, waive any such default if it finds that such default does not substantially conflict with the policies of the Board.

3.6 **Right of Entry.** The Board and the Committee, through their authorized officers, employees, and agents, shall have the right to enter upon any Lot at all reasonable times for the purpose of ascertaining whether such Lot or the remodeling, alteration, repair, reconstruction, preservation or restoration of any structure is in compliance with the provisions of this Section.

SECTION 4. COVENANTS AND RESTRICTIONS ON USE AND OCCUPANCY

4.1 **Purposes.** In order to promote the health, safety and welfare of all Owners and to preserve, beautify and maintain the Property and all structures thereon as a subdivision of high quality, and to preserve and promote environmental quality, the following covenants, restrictions and limitations as to use and occupancy of the Property are declared and established.

4.1.1 Land use of all Lots is governed by the Zoning Regulations for the Village of New Bremen, Ohio, as presently enacted or hereafter amended.

4.1.2 The Lots shall be used for attached or detached single family residential purposes exclusively.

4.1.3 No Lot shall be further subdivided except as approved by the Association and as expressly authorized by the Village of New Bremen Planning Commission. The foregoing shall not prohibit the construction of one residence on two (2) or more Lots.

4.1.4 Building setbacks shall be observed as provided on the Plat, subject to such encroachments as may be permitted by applicable zoning laws and ordinances and shall be subject to any minimum building setback lines set forth in the applicable zoning laws and ordinances.

4.1.5 All Lots, whether occupied or unoccupied, shall at all times be maintained in a neat and attractive condition and in such manner as to prevent their becoming unsightly by reason of unattractive growth on such Lot or the accumulation of rubbish or debris thereon. In order to implement effective control of this provision, there is reserved to the Association for itself and its agents, the right, but not the obligation, after ten (10) days notice to any Owner, to enter upon any Lot with such equipment and devices as may be necessary for the purpose of mowing, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Association detracts from the overall beauty or safety of the Property.

Entrance upon a Lot for such purposes shall be during daylight hours on any day except Sunday, and shall not constitute a trespass. The Association may charge the Owner a reasonable cost for such services, which charge shall constitute an individual assessment against such Lot. The provisions of this Section shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any Lot, nor to provide garbage or trash removal services.

4.1.6 Garbage containers, if any, shall be kept in a clean and sanitary condition and shall be so placed or screened by shrubbery, fencing, or other appropriate means so as not to be visible from any road, or within sight distance of the Lot at any time except during refuse collection.

4.1.7 No oil or natural gas drilling, refining, quarrying or mining operations shall be permitted upon any Lot. Containers for storage of home heating oil or propane gas for use by the individual Owner only, shall be allowed and shall be installed underground.

4.1.8 All signs, billboards, or advertising structures of any kind are prohibited with the following exceptions:

(a) Builder and contractor signs during construction periods.

(b) One professional sign of not more than four square feet to advertise a Lot for sale during a sales period.

No signs are permitted to be attached to trees.

4.1.9 All utility lines shall be installed underground.

4.1.10 Plans for initial landscaping must be submitted to the Committee for approval. A minimum of 4% of the building construction cost shall be allocated to landscaping each Lot. Landscaping includes seeding and planting of trees, shrubs and ground covers, excluding rough grading work. Landscape work must be completed within six months of occupancy.

4.1.11 Construction of a residence on any Lot is to be completed within 180 days of the date of the original purchase from Developer and completion of construction is expected within one (1) year from the date of beginning construction. Developer reserves the right to repurchase any Lot upon which the construction if the residential building has not been completed within four (4) years from the date of the original sale from Developer.

In the event Developer exercises the foregoing repurchase rights, Developer shall give written notice to the then Owner of record of such Lot, such notice to be by certified mail addressed to the mailing address for tax notices. The repurchase price which Developer shall pay for such Lot in the event of such repurchase shall be the sales price of such Lot upon its original sale, without interest or allowance for appreciation in value. Developer, at its sole discretion, may waive its right to repurchase any Lot or Lots, but in no event shall Developer be entitled to exercise the repurchase right after six (6) years from the original sale by Developer. The Owner shall transfer such Lot to Developer by limited warranty deed free and clear of any liens and encumbrances arising subsequent to the date of the closing of the purchase of Lot from Developer.

4.1.12 No fence shall be constructed on any Lot nearer to any street line than the building setback line. Fences shall not be constructed within any utility easement. Otherwise all fence designs and locations shall be in keeping with the architectural character of the structure and shall be approved by the Committee.

4.1.13 Earth mounding within the 25 foot building setback along the entire length of Klee Avenue shall not be altered without the Committee approval, except that additional landscape planting shall be allowed. Landscape plantings and ground cover within the setback shall be owned and maintained by the individual Owner.

4.1.14 Drainage of surface water, storm water and/or foundation drains shall not be connected to sanitary sewers.

4.1.15 No animals, livestock or poultry of any kind or description shall be raised, kept or bred on any Lot. Dogs, cats or other usual household pets may be kept on any Lot, provided that no such household pet may be kept on any Lot for commercial purposes.

PREPARED BY

FREYTAG & ASSOC. INC. ARCHITECTS & ENGINEERS

226 N. MIAMI AVENUE P.O. BOX 220 SIDNEY, OHIO 45365

MIAMI-ERIE PLACE SHEET 2 OF 3

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS, & RESERVATION OF EASEMENTS

FOR CROWN CONTROL, INC.

4.1.16 Outbuildings or detached structures shall be allowed with design and location as approved by the Committee when in keeping with the architectural character of the structure and the surrounding area.

4.1.17 Sidewalks, as provided by Developer, shall be protected during all phases of building construction. Where entry drives or driveways intersect the walk, the concrete shall be sawcut at a joint and removed for the drive pavement. Any damaged portion of sidewalks, not to be removed for a drive, shall be repaired by removing the damaged section at a joint and replacing the section with new concrete 4" thick to match existing.

4.1.18 No boat, boat trailer, house trailer, camper, van, recreational vehicle, tent, or equipment or vehicle of a similar nature shall be parked or stored on any road, street, driveway, yard or lot on the Property for any period of time in excess of 7 days except in garages, or in other landscaped enclosures which effectively screen the visibility of such equipment or vehicle from any street or neighboring yard.

4.1.19 No private drives shall be permitted onto Klee Avenue or Lock Two Road North.

4.1.20 On-street parking at Klee Avenue shall be restricted to occasional parking for special occasions only, not to exceed 24 hours.

4.1.21 The Committee, the Association and Developer or their agents shall not be responsible for defects in plans or specifications submitted, revised, or approved in accordance with the foregoing provisions, nor for any structural or other defect in any work done according to such plans and specifications.

4.1.22 All residential structures shall have a minimum one car garage.

4.1.23 The use of solar panels shall be permitted when placement and design are part of the architectural character of the structure as approved by the Committee.

4.1.24 Antennas, satellite dishes and other receiving and/or transmitting equipment shall be installed to minimize visibility from the street and must be approved by the Committee.

4.1.25 Vents protruding through the roof should be placed on rear roof surfaces when possible and/or be painted a color to blend with roof coloring.

4.1.26 Swimming pools shall match architectural character of the structure and be approved by the Committee.

4.1.27 Mail boxes shall meet U.S. Postal Service specification and match the architectural character of the structure and be approved by the Committee.

4.1.28 Roof drainage and foundation drains shall be connected to the storm drain provided on each Lot.

4.1.29 All driveways shall be hard surface pavement and shall extend from the garage door to the street and be approved by the Committee.

4.1.30 The Common Property shall be used only in accordance with the purposes for which they are intended and no Owner shall hinder or encroach upon the lawful rights of other Owners. This restriction includes, but is not limited to, the following:

(a) Except as provided in this Declaration, there shall be no obstruction of the Common Property, nor shall anything be stored in the Common Property, without the prior consent of the Association.

(b) In using the Common Property, no Owner shall violate any provisions of this Declaration, the Code of Regulations, or any Rules and Regulations adopted by the Committee or the Association.

(c) Nothing shall be altered, constructed in or removed from the Common Property except as otherwise provided in this Declaration or except with the prior consent of the Association.

(d) The Common Property shall be kept free of rubbish, debris and other unsightly materials.

4.2 Failure to Comply. Failure to comply with any of the requirements of this Section 4 shall constitute a default. A default by any occupant or other person residing in, occupying or visiting a Lot at the request or with the implied or express permission of the Owner or any other occupant of the Lot, or committed by any agent, employee, business invitee or contractor of the Owner or occupant of a Lot, shall be attributed to that Owner and Lot.

SECTION 5. COMMON PROPERTY; ASSOCIATION RIGHTS AND DUTIES

5.1 Rights of Enjoyment in Common Property. Each Owner shall have a right and nonexclusive easement for the use and enjoyment of the Common Property. This right and easement shall be appurtenant to, and shall pass with, the title to his or her lot. Each Owner shall have a perpetual right of ingress and egress across the Common Property to that Owner's Lot, which shall be appurtenant to the ownership of the Lot. These rights and privileges shall be subject, however, to the following:

5.1.1 The right of the Board to adopt, enforce and amend reasonable Rules and Regulations pertaining to the use of the Common Property.

5.1.2 All other easements, restrictions, and rights to which the Property is subject, including, but not limited to, any easements granted or reserved pursuant to Section 7.

5.2 Additional Common Property Constructed by the Association. The Association shall not construct any capital addition or capital improvement to the Common Property if the cost to the Association of the addition or improvement exceeds \$2,000 unless the addition or improvement has been authorized by (a) 75% of the votes cast by Owners who are voting in person or by proxy at a meeting of the Association at which a quorum is present, and (b) as long as Developer owns any Lot, the Developer. Notwithstanding the foregoing, capital expenditures for repairs or replacements of Common Property and/or other structures that the Association is required to maintain shall not be subject to membership approval if the expenditures are included in the budget of the Association and are to be paid from reserve funds held by the Board for those purposes.

5.3 Maintenance and Management of Common Property. The Association shall provide for the maintenance, repair and management of all Common Property. The Association may fulfill this responsibility and any other duties and obligations of the Association under this Declaration by contracting with any professional management company (including Developer or an affiliate of Developer) upon such terms and conditions as shall be agreed upon by the Board and the manager. Any contract with Developer or an affiliate of Developer shall be terminable by the Association within one year after the expiration of the Development Period.

5.4 Payment by First Mortgagees of Obligations and Reimbursement For Same. If the Association defaults with regard to payment of taxes or other obligations which become a charge against the Common Property, and does not in good faith contest liability for payment of the same, any first mortgagee of a Lot may pay those amounts, after giving prior written notice to the Association of its intent to do so. The first mortgagee shall then be entitled to immediate reimbursement from the Association of the amount so paid.

5.5 Use of Common Property by Developer. In addition to the rights described in Section 5.1, Developer and its affiliates shall have the right during the Development Period to use the Common Property, free of charge, for promotional, construction, management, maintenance, repair, remodeling, rental and sales purposes.

5.6 Agreements between Owners. Certain Lots may contain attached residences where a party wall is located on the boundary line of two Lots. In those cases, Developer may subject the Lots to a separate agreement whereby the Owners of the affected Lots agree to the sharing of certain obligations such as maintenance and insurance costs. To the extent that the agreements between the Owners so provide, and the Association consents thereto, the Association may serve as the arbiter to decide any disputes between the parties as to the need for maintenance, the costs to be incurred, and similar matters arising under those agreements. No Trustee of the Board shall participate in deciding the dispute if that Trustee has an interest in any Lot affected by the dispute. The decision of the Association shall be final and binding upon both Owners. If either Owner fails to fulfill its obligations, the Association shall have the same rights and duties against that defaulting Owner that would be available if the default were under this Declaration, including, but not limited to, the right to cure the default and assess the cost so incurred as an individual assessment against the affected Lot and Owner. The other Owner may advance the funds to the Association to effect the cure, in which case the Association's lien shall be held for the benefit of the party advancing the funds.

SECTION 6. MAINTENANCE

6.1 Adoption of Standards. The Board may adopt maintenance standards pertaining to the maintenance, repair and appearance of all Lots and the exterior of all structures. The maintenance standards shall be adopted in the same manner and be enforceable in the same manner as the Rules and Regulations. The Association shall comply with the maintenance standards with respect to the Common Property, and the costs of the Association in meeting the maintenance standards shall be Common Expenses of the Association.

6.2 Association Responsibilities. Except as otherwise provided below, the Association shall be responsible for (a) maintenance, repair and replacement of the Common Property; (b) the maintenance, repair and replacement of utility service facilities serving the Common Property or more than one Lot, if the Association elects to assume responsibility for such utilities for the benefit of those Lot Owners; (c) cutting, spraying, trimming and maintaining all landscaping, shrubs and trees located on the Common Property; and (d) snow and ice removal and treatment of driveways and sidewalks on the Common Property.

6.3 Owner Responsibilities. Each Owner shall maintain, repair and replace, and keep in good condition and repair, at his or her expense, all portions of that Owner's Lot, including all structures on the Lot. The Owner's maintenance responsibilities include all internal and external installations of the Lot such as appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and also include any portion of any other utility service facilities exclusively serving the Lot. Each Owner shall maintain and repair all balconies, doors, vestibules, entryways, patios, decks and all associated structures and fixtures that are appurtenances to a Lot.

6.4 Repairs Due to Negligence, Etc. Each Owner agrees to repair and/or replace at his or her own expense any damage to any portions of the Property caused by the negligent or wrongful acts of that Owner or any occupant or other person claiming under that Owner. The Association may perform those repairs and/or replacements and assess the cost as an individual assessment against that Owner and the Owner's Lot.

6.5 Right of Entry. The Board, through its authorized officers, employees and agents, shall have the right to enter upon any Lot at all reasonable times and upon reasonable advance notice for the purpose of making inspections or repairs, maintenance and replacements as required by this Section 6.

SECTION 7. EASEMENTS

7.1 General Easements. Each lot shall be subject to easements for access arising from necessity of maintenance or operation of the Common Property and the performance by Developer and the Association of their rights and duties under this Declaration. The Owner of each Lot shall have the permanent right and easement to and through the Common Property for purposes of ingress and egress and for the use of water, sewer, power, television, drainage and other utilities now or in the future existing within the Common Property.

7.2 Easements for Certain Utilities. The Association may grant easements through the Common Property for utility purposes for the benefit of the Property or adjoining lands including, but not limited to, the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires over, under, along and on any portion of the Common Property; and each Owner grants the Association an irrevocable power of attorney to execute, acknowledge and record, for and in the name of the Owner, such instruments as may be necessary to effectuate the foregoing.

7.3 Plat Easements. The easements shown as utility easements on the Plat are dedicated as public utility easements for the installation, operation, maintenance, repair, replacement and/or removal of all properly authorized utilities and for the express privilege of removing any and all trees and other obstructions to the free use of said utilities.

7.4 Easements to Run With Land. All easements and rights described in this Declaration 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 Developer, the Association, and any Owner, purchaser, occupant, mortgagee and other person now in the future having an interest in any part of the Property.

SECTION 8. INSURANCE

8.1 Insurance Coverages. The Association may, at its option, maintain such insurance coverages as it deems appropriate with respect to the Common Property and/or the Association's operations under this Declaration. Such insurance may include, without limitation, casualty insurance on any Common Property of the Association; public liability insurance; fidelity bonds; and such other coverages, with such limits and deductibles, as the Association in its discretion deems appropriate.

8.2 Insurance Premiums. Insurance premiums for the policies referred to above shall be Common Expenses paid from the annual assessment established in Section 2.

8.3 Adjustments. Each Owner shall be deemed to have delegated to the Board his or her right to adjust with insurance companies all losses under the insurance policies referred to in Sections 8.1.

SECTION 9. CONDEMNATION

The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements, and agreements with the condemning authority for acquisition of the Common Property. Each Owner, by acceptance of delivery of a deed for a Lot, appoints the Association as his or her attorney in fact for this purpose.

If part or all of the Common Property is taken or acquired by a condemning authority, the award or proceeds of settlement shall be payable to the Association for the use and benefit of Owners and their mortgagees as their interests may appear.

SECTION 10. ENFORCEMENT

10.1 Curing Defaults; Lien. If any default occurs with respect to any Lot under the provisions of this Declaration, the Board shall give written notice to the Owner, with a copy of the notice to any occupant in default and a copy to any first mortgagee of the Lot who has requested copies of default notices, setting forth in reasonable detail the nature of the default and the specific action(s) required to remedy the default, except that no notice of default shall be required before the Board takes any of the actions set forth in Section 2 for nonpayment of Assessments. If the Owner or occupant shall fail to take the specific action(s) within 30 days after the mailing of the notice, the Board may, but shall not be required to, exercise any or all of its rights in this Declaration of otherwise available at law or in equity. The Board may exercise without notice any of its rights with respect to any default if it determines that an emergency exists requiring immediate action.

Costs incurred by the Association in exercising any of its rights with respect to any Lot, and any fines imposed by the Board pursuant to Section 10.4, shall be a binding personal obligation of the Owner and shall be payable on demand. If the Owner fails to pay costs or fines within 30 days after demand, the Association may file a notice of lien in the same manner and which shall have the same priority as the liens for Assessments provided in Section 2.

10.2 Remedies. Nothing contained in this Section shall be deemed to affect or limit the rights of Developer, the Association, any Owner or occupant, or their legal representatives, heirs, successors or assigns, by appropriate judicial proceedings, to enforce the provisions of this Declaration or recover damages for any default. It is declared that irreparable harm will result to beneficiaries of this Declaration by reason of a default, and, therefore, each beneficiary shall be entitled to relief by way of injunction or specific performance to enforce the provisions of this Declaration as well as any other relief available at law or in equity.

10.3 No Waiver. The failure of Developer, the Association, any Owner or occupant, or their legal representatives, heirs, successors or assigns, in any one or more instances, to exercise any right or privilege conferred in this Declaration shall not constitute or be construed as the waiver of such right or privilege, including the right to cure any default, but the same shall continue and remain in full force and effect as if no forbearance had occurred.

10.4 Rules and Regulations. The Board may adopt and enforce, and from time to time amend, reasonable rules and regulations (the "Rules and Regulations") regarding the administration, interpretation, and enforcement of this Declaration. Each Rule and Regulation shall be consistent with and designed to further the purposes outlined in this Declaration. The Rules and Regulations may include, if the Board so elects, establishment of monetary fines for violations of this Declaration or the Rules and Regulations, in such amounts as the Board may deem appropriate.

SECTION 11. DURATION, AMENDMENT AND TERMINATION

11.1 Duration. This Declaration shall be deemed to create covenants running with the land and shall bind the Property and shall inure to the benefit of and be binding upon Developer, the Board, the Association, and each Owner, occupant and their legal representatives, heirs, successors and assigns, and shall continue in full force and effect for twenty (20) years from the date on which this Declaration is recorded. Thereafter this Declaration shall be automatically renewed for successive ten-year periods unless amended or terminated as provided in this Section.

11.2 Amendment or Termination. Before the end of the Development Period, and except as otherwise provided in this Declaration, any provision of this Declaration may be amended or terminated in whole or in part by a recorded instrument executed by Developer and approved by Developer and the Owners of at least 75% of all Lots.

After the Development Period, and except as provided in this Declaration, any provision of this Declaration may be amended in whole or in part or terminated by a recorded instrument approved by the Owners of at least 75% of all Lots.

The President of the Board shall determine whether the persons who have approved of any amendments or the termination of this Declaration constitute the Owners of the required percentage of Lots. Promptly after the approval of any amendment or termination of any part of this Declaration, the President of the Board shall cause to be recorded (a) the written instrument of amendment or termination executed in properly recordable form by the President of the Association (and Developer, if during the Development Period), and (b) the certificate of the President of the Association that the Owners of at least 75% of all Lots have approved such instrument.

Notwithstanding the above, this Declaration may be amended at any time during the five year period commencing with the recording of this Declaration, without the vote of Owners, by a written instrument executed by the Developer for any of the following purposes: eliminating or correcting any typographical or other inadvertent errors; eliminating or resolving any ambiguity; making nominal changes; clarifying Developer's original intent; and/or making any changes necessary or desirable to meet the requirements of any institutional lender, the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other agency that may insure or purchase loans on a Lot. No amendment for these purposes shall materially adversely affect any Owner's interest in his or her Lot, the Association or the Common Property without that Owner's written consent. Each Owner and his or her mortgagees, by acceptance of a deed to a Lot or a mortgage encumbering a Lot, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by Developer as provided in this paragraph. All such Owners and their mortgagees, upon request of Developer, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by the Developer to be necessary or proper to effectuate the provisions of this paragraph.

SECTION 12. MISCELLANEOUS

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

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

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

12.4 Headings. The headings of the Sections and subsections are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.

12.5 Gender. Throughout this Declaration, where the context so requires, the masculine gender shall be deemed to include the feminine and neuter, and the singular shall include the plural, and vice versa.

PREPARED BY

FREYTAG & ASSOC. INC.

ARCHITECTS & ENGINEERS

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