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DECLARATION



LARRY B. HORNIS
GREENE CO. RECORDER
XENIA, O.

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Fee _____ Exempt ✓

GEOFFREY L. SHAW, GREENE COUNTY AUDITOR

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

THE WOODS OF VALLE GREENE WEST

A PLANNED UNIT DEVELOPMENT

INDEX

| | |
|---|---|
| ARTICLE I. Definitions..... | 1 |
| Section 1. Association..... | 1 |
| Section 2. Owner..... | 1 |
| Section 3. Declarant..... | 1 |
| Section 4. Properties..... | 1 |
| Section 5. Parcels..... | 1 |
| Section 6. Lot..... | 2 |
| Section 7. Building..... | 2 |
| Section 8. Unit..... | 2 |
| Section 9. Common Area..... | 2 |
| Section 10. Limited Common Area..... | 2 |
| Section 11. Common Expense..... | 2 |
| Section 12. Trustees..... | 2 |
| ARTICLE II. Method of Proceeding..... | 2 |
| Section 1. Properties..... | 2 |
| Section 2. Parcels..... | 3 |
| Section 3. Replat..... | 3 |
| Section 4. Common Area..... | 3 |
| Section 5. Additional Properties..... | 3 |
| ARTICLE III. Units and Lots..... | 3 |
| Section 1. Type of Construction..... | 3 |
| Section 2. Ownership..... | 4 |
| Section 3. Design of Lots..... | 4 |
| Section 4. Size of Lots..... | 4 |
| Section 5. Access..... | 4 |
| Section 6. Intention..... | 4 |
| Section 7. Encroachment..... | 4 |
| Section 8. Access by Association..... | 5 |
| ARTICLE IV. Common Area..... | 5 |
| Section 1. Ownership..... | 5 |
| Section 2. Enjoyment..... | 5 |
| Section 3. Use..... | 6 |
| ARTICLE V. Limited Common Area..... | 6 |
| Section 1. Driveways..... | 6 |
| Section 2. Other Assignment of Area..... | 6 |
| ARTICLE VI. Property Rights..... | 6 |
| Section 1. Restrictions as to Uses..... | 6 |
| Section 2. Easements for Utilities..... | 7 |
| Section 3. Easements for General Welfare..... | 7 |
| Section 4. Future Easements..... | 7 |

| | |
|---|----|
| ARTICLE VII. Protective Covenants and Restrictions..... | 8 |
| Section 1. Use..... | 8 |
| Section 2. Hotel and Transient Uses..... | 8 |
| Section 3. Architectural Control..... | 8 |
| Section 4. Prohibited Parking..... | 8 |
| Section 5. Building on Easements..... | 8 |
| Section 6. Nuisances..... | 8 |
| Section 7. Temporary Structures..... | 9 |
| Section 8. Signs..... | 9 |
| Section 9. Livestock and Poultry..... | 9 |
| Section 10. Garbage and Refuse Disposal..... | 9 |
| Section 11. Water and Sewer..... | 9 |
| Section 12. Exterior Appearance..... | 9 |
| Section 13. Common Area..... | 10 |
| ARTICLE VIII. Maintenance, Repair and Replacement..... | 10 |
| Section 1. Owners..... | 10 |
| Section 2. Association..... | 11 |
| Section 3. Managing Agent..... | 12 |
| ARTICLE IX. Party Walls and Fence..... | 12 |
| Section 1. General Rules of Law to Apply..... | 12 |
| Section 2. Sharing of Repair and Maintenance..... | 12 |
| Section 3. Destruction by Fire or Other Casualty..... | 12 |
| Section 4. Weatherproofing..... | 12 |
| Section 5. Runs With the Land..... | 13 |
| Section 6. Arbitration..... | 13 |
| Section 7. Right of Entry..... | 13 |
| ARTICLE X. Insurance..... | 13 |
| Section 1. Carried by Association..... | 13 |
| Section 2. Fire and Extended Coverage..... | 13 |
| Section 3. Liability Insurance..... | 14 |
| Section 4. Association to Act..... | 15 |
| Section 5. Perils Not Insured Against..... | 15 |
| ARTICLE XI. Reconstruction or Repair..... | 15 |
| Section 1. Sufficient Insurance..... | 15 |
| Section 2. Insufficient Insurance..... | 15 |
| Section 3. Procedure for Reconstruction or Repair..... | 16 |
| ARTICLE XII. Real Estate Taxes..... | 16 |
| Section 1. Owner..... | 16 |
| Section 2. Association..... | 16 |
| ARTICLE XIII. Association..... | 17 |
| Section 1. Formation..... | 17 |
| Section 2. Membership..... | 17 |
| Section 3. Membership Classes and Voting Rights..... | 17 |

| | | |
|----------------|---|----|
| Section 4. | Joint Owners or Occupants..... | 17 |
| Section 5. | Election of Board..... | 18 |
| ARTICLE XIV. | Common Expenses..... | 18 |
| Section 1. | Binding..... | 18 |
| Section 2. | Payment..... | 18 |
| Section 3. | Pro-Rata Share..... | 19 |
| Section 4. | Preparation of Budget..... | 20 |
| Section 5. | Review and Adjustment..... | 20 |
| Section 6. | Mandatory Requirement..... | 20 |
| Section 7. | Limitation on Disbursements..... | 20 |
| Section 8. | Non-Use of Facilities..... | 21 |
| Section 9. | Unimproved Parcels..... | 21 |
| ARTICLE XV. | Other Assessments..... | 21 |
| Section 1. | Special Assessment..... | 21 |
| Section 2. | Capital Improvements..... | 21 |
| Section 3. | Individual Unit Assessments..... | 22 |
| Section 4. | Insurance Assessment..... | 22 |
| ARTICLE XVI. | Lien for Non-Payment..... | 22 |
| Section 1. | Certificate..... | 22 |
| Section 2. | Priority..... | 23 |
| Section 3. | Association as Purchaser..... | 23 |
| Section 4. | Discharge of Lien..... | 23 |
| Section 5. | Mortgagee..... | 23 |
| ARTICLE XVII. | Mortgagee Provisions..... | 23 |
| Section 1. | Benefit..... | 23 |
| Section 2. | First Mortgage Provisions..... | 24 |
| ARTICLE XVIII. | Statutory Agent..... | 25 |
| ARTICLE XIX. | Addition of Land..... | 25 |
| Section 1. | Properties..... | 25 |
| Section 2. | Other Land..... | 25 |
| ARTICLE XX. | Amendment..... | 25 |
| Section 1. | Amendment of Declaration..... | 25 |
| Section 2. | Correction..... | 26 |
| Section 3. | Rights Are Not Subject to Suspension..... | 26 |
| Section 4. | Declarant's Consent..... | 26 |
| Section 5. | Exhibit B land..... | 26 |
| ARTICLE XXI. | Architectural Control..... | 27 |
| Section 1. | Appointment..... | 27 |
| Section 2. | Approval..... | 27 |
| Section 3. | Arbitration..... | 27 |
| ARTICLE XXII. | Miscellaneous..... | 27 |
| Section 1. | Duration..... | 27 |
| Section 2. | Enforcement..... | 27 |

| | | |
|----------------|--|----|
| Section 3. | Notices..... | 28 |
| Section 4. | No Dedication to Public Use..... | 28 |
| Section 5. | Association and Board Responsibility..... | 28 |
| Section 6. | Severability..... | 28 |
| Section 7. | Quit Claim Deeds and Correction Deeds..... | 28 |
| Section 8. | Personal Liability..... | 29 |
| ARTICLE XXIII. | Binding..... | 29 |

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE WOODS OF VALLE GREENE WEST

THIS AGREEMENT is made by OBERER DEVELOPMENT CO., a corporation, hereafter referred to as the "Declarant," for the purpose of establishing a plan of development described herein utilizing the provisions of Chapter 711 of the Revised Code of Ohio.

ARTICLE I. Definitions

Section 1. Association. The term "Association" shall mean and refer to The Woods of Valle Greene West Owners Association, a non-profit corporation, its successors and assigns.

Section 2. Owner. The term "Owner" sometimes called Unit Owner, shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to a Lot, including contract Sellers, but excluding those having an interest as security for the performance of an obligation. Notwithstanding any applicable theory of mortgages, the term shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or other proceedings in lieu of foreclosure.

Section 3. Declarant. This term will refer to Oberer Development Co. and to its successors and assigns, if such successor or assign should acquire more than one undeveloped Parcel from the Declarant for the purpose of development.

Section 4. Properties. This term has reference to the land as may from time to time be subjected to the provisions of this Declaration.

Section 5. Parcels. This term refers to the large lots that are platted from time to time from the Properties to contain one or more of the Buildings that will be constructed

thereon. The term "Parcel" is used herein to distinguish it from the term Lot as used herein, which refers to a smaller platted lot that contains a Unit.

Section 6. Lot. The term "Lot" herein used has reference to the real estate that, improved with a Unit, will be conveyed to the Owner.

Section 7. Building. The term "Building" or "Buildings" shall mean and refer to the group of units that are attached together in a single building complex. A Building shall contain two Units, each Unit being attached to real estate and being attached structures.

Section 8. Unit. The term "Unit" refers to each separate living area in the Buildings, sometimes referred to as a "Dwelling Unit."

Section 9. Common Area. This term shall mean the remainder and residue of a Parcel that is not platted into Lots. Common Area will include the drives, private roads, parking area, lawn space and open areas that are utilized by more than one Owner. Common Area will be owned by the Association.

Section 10. Limited Common Area. This term shall mean those portions of the Common Area assigned by the Declarant or reserved by the Association for special use for a particular Owner or Owners. The intent being that the Association shall grant to such Owner or Owners an easement for the use and enjoyment of such designated area to the exclusion of other Owners and members of the Association.

Section 11. Common Expense. The term "Common Expense" means those expenses designated as common expenses in this Declaration to be shared by all of the Owners and at times referred to as Assessments.

Section 12. Trustees. The term "Trustees" shall mean and refer to the duly elected Board of Trustees of the Association.

ARTICLE II. Method of Proceeding

Section 1. Properties. The land subject to this plan is the 13.050 acres described on Exhibit A, attached hereto, said land will have frontage on Winona Drive and Park Hills Drive, public streets with additional private street to be installed to provide access to the lots platted under this plan of development.

Section 2. Parcels. The Properties will be replatted initially into Twenty-Six (26) Parcels, each Parcel will be used for the construction of a two-family living unit. Additional Parcels may be added from the additional Properties.

These Parcels, plus the private roads, are subject to the terms and conditions of this Declaration. The Declarant will build a two family residential building on each of these Parcels and this will be replatted to create separate Dwelling Unit onto the separate lots.

a. The Building will be of such construction so that each Unit (separate living area) will be directly attached to real estate.

b. Each Unit will be so constructed that it is a separate living area independent from every other Unit except for walls that may be common walls to another Unit and being a part of a two-family structure.

c. Construction may proceed on each Parcel separate and independent of the construction on the other Parcels.

Section 3. Replat. The Declarant will re-subdivide the Parcel(s) as Buildings are constructed thereon and to separate the Units onto separate Lots. The land in the Parcel replatted, and not a part of the Lot, shall be Common Area, said Common Area to be conveyed to the Association. The replatted land will be subject to the terms of this Agreement.

Section 4. Common Area. In addition to the Common Area that will result from the replat of the Parcels, the private streets, are Common Area that will be conveyed to the Association.

Section 5. Additional Properties. The Declarant reserves the right to add such portion of the real estate described on Exhibit B to this plan of development. Said Exhibit B being a description of some 31.782 acres with the Declarant adding such parts of the land as it should from time to time determine by an amendment of this Declaration. This Declaration will not encumber the land described in Exhibit B until the Declarant shall file an amendment that commits all or a part thereof to this plan.

ARTICLE III. Units and Lots

Section 1. Type of Construction. The Units to be constructed are attached two family living units. The construction style will vary at the discretion of the

Declarant, provided always that they will be compatible and complimentary to other Units built.

Section 2. Ownership. Each Owner will own the entire Lot and situate on the Lot will be an entire Unit, including its perimeter walls, roof, foundation and one-half of any interior walls or exterior walls that are common to other Units, the Owner will have the exclusive use and enjoyment thereof as if it was a detached single family home.

Section 3. Design of Lots. The Lots will be so designed that all exterior walls are included within the Lot, that the Lot line will run through the center of any common walls, and so that patio areas, stoops, storage buildings, air conditioning units and pads (HVAC equipment) and the like will be situated on the Lot and be part of the real estate conveyed to an Owner. If garages are attached to the Unit, they will be included within the boundary of the Lot.

Section 4. Size of Lots. A lot will be as wide as the Unit measured from the outside of any perimeter wall to the center of any common walls. The Lot will be as long as it may be designed to include all appurtenances to the Unit, such as patio area, front porch or stoops and garages. Said Lots being more particularly shown on the record plan of each replatting process.

Section 5. Access. Each Unit shall have a direct access through its Lot and through the Common Area and private streets to a public street or highway, and a non-exclusive easement is created over the Common Areas to provide ingress and egress to each Lot. As part of the Common Area the private street system, shown on the plat of The Woods of Valle Greene West, will be developed to provide the means of access.

Section 6. Intention. It is the intention of this plan that each Lot shall, for all purposes, constitute real property and shall be deemed real estate within the meaning of all provisions of the Revised Code of Ohio.

Section 7. Encroachment. In the event that by reason of construction, settlement or shifting of the Building or by reason of the partial or total destruction and rebuilding of the Building, any part of the Common Area encroaches or shall hereafter encroach upon any part of a Lot, or any part of a Unit encroaches or shall hereafter encroach upon another Lot or upon the Common Area, or if by reason of the design or construction of any Unit, it shall be necessary or advantageous to use or occupy any portion of another Lot or of the Common Area consisting of unoccupied space, or by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving any other Unit and Lot

either presently encroaches or shall hereafter encroach upon any part of a Unit or Lot, valid easements for the maintenance of such encroachment and for the use of such space are hereby established and shall exist for the benefit of each Unit, Lot or Common Areas, as the case may be. Provided, however, in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit for future improvements detrimental to other Owners or to the Common Areas due to the willful conduct of such Owner.

Section 8. Access by Association. The Association shall have the irrevocable right of access to the Lots and Units as follows:

a. To the exterior of a Unit to utilize any fixtures or equipment that is designed and installed for use by more than one Unit, as an example lighting fixtures, hose bibs, common meters for utilities and to repair, maintain and replace the same.

b. To the exterior of a Unit during reasonable hours and upon prior notice to make any repairs, replacements or improvements to be undertaken by the Association.

c. To the interior of the Unit only in the event of an emergency that will affect other Units, otherwise only after the Board of Trustees or its representative first determine that entry, repair, etc. are necessary for the public safety or in order to prevent damage to or destruction of any other part of the Building or Properties.

ARTICLE IV. Common Area

Section 1. Ownership. The Common Area shall be owned by the Association and shall consist of all of the land in each Parcel not platted into a Lot containing a Unit and shall include the private roads. The Declarant shall convey said Common Area to the Association at or about the time the Lots on said Parcel are conveyed to Owners.

Section 2. Enjoyment. Every Owner shall have a right and easement for the use and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot by the way of membership in the Association, subject to the rights of the Association to make reasonable rules and regulations concerning the use of said Common Area. Provided, however, that nothing herein shall limit or restrict the right of the Owner to access, both vehicular and pedestrian, from his Lot or parking area to the nearest public street over such portions of the Common Areas as may be designed for parking drives or private road.

Section 3. Use. Except as otherwise provide herein, the Common Area shall be used for sole and exclusive use, benefit and enjoyment of the Owners for the following purposes: streets, sidewalks, footways, parking areas, drives, common areas, utility lines, and like facilities.

ARTICLE V. Limited Common Area

Section 1. Driveways. The initial construction contemplates the construction of garages as a part of the Dwelling Unit and the Lot conveyed. The driveways to provide access to the garage(s) will be situated on the Common Area and may serve only one Unit or may be constructed to be jointly used by the Owner of the adjacent Unit. These joint driveways will be considered to be Limited Common Area in that the use therefor will be restricted to the Owners of such Units.

a. The normal maintenance and repair of such driveways will be an obligation of the Association. If an Owner by his negligence or neglect causes damage to the driveway, the party causing or suffering such neglect shall be responsible for its repair.

b. The Owners will not block or restrict the use of such driveway for the use by the adjoining Owner, and the Association shall have the right to regulate the use of the driveways in order to protect the Owner's rights of use thereof.

Section 2. Other Assignment of Area. The Declarant or the Association may assign to an Owner or Owners, to the exclusion of other Owners, parts of the Common Area that are primarily for the benefit of a limited number of Owners.

ARTICLE VI. Property Rights

Section 1. Restrictions as to Uses. The Association, in addition to the rights to make other reasonable regulations concerning the Common Area, may subject the Common Area to the following provisions:

a. The right of the Association to restrict parking and other uses of the drives, private roadways and parking areas.

b. The right of the Association to control the uses of the Common Area, to make rules and regulations concerning said uses and to generally regulate the Common Areas for the benefit of all of the Owners.

c. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members.

d. The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Areas. The Association shall not borrow money except by resolution approved by sixty-six and two-thirds percent (66-2/3%) of the total number of votes held by Class A members and the vote held by the Class B member.

e. The right of the Association to adopt, enforce and from time to time amend reasonable rules and regulations pertaining to the use of the Common Areas.

f. Provided, however, nothing herein shall be deemed to give the right to the Association to suspend any Owner's right of ingress or egress across the Common Area to his Unit.

Section 2. Easements for Utilities. The easements to generally serve the requirements of the Properties will be created and shown on the platting process to create the Parcels and the replatting process to create the Lots. However, the Association may grant such additional easements as may from time to time be required for full use and benefit of the Lot Owners or the Association.

Section 3. Easements for General Welfare. As to the Common Area, there is hereby granted a valid easement to the local political authorities, but not to the public in general, to enter upon said Common Area for the purpose of maintaining and providing for the safety, welfare, police protection, fire protection to the Units and for the benefit of all persons using the same, the Owners and the Association.

Section 4. Future Easements. Declarant hereby reserves to itself the right and easement to install, lay, maintain, repair and replace water mains, pipes, sewer lines, gas mains, telephone wires and equipment and television electrical conduits and wire over, under, and along any portion of the Common Areas, provided that it shall be a condition precedent to the use and enjoyment of any such easement that the Declarant shall restore the Common Areas to the same condition as existed just prior to the installation of any such utility improvements.

ARTICLE VII. Protective Covenants and Restrictions

Section 1. Use. Each Lot or Unit shall be used for residential purposes only, except that the Declarant may use the same for construction and sales purposes during the building and initial sales period.

Section 2. Hotel and Transient Uses. No Unit or any part thereof shall be rented or used for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days, or (b) any rental if the occupants of a Unit are provided customary hotel or boarding house services, such as room service for food and beverages, maid service, the furnishing of laundry and linen service, meals, busboy service and other like services.

Section 3. Architectural Control. No exterior additions or alterations of any Building situated on the Properties, nor changes in the colors of the exterior portions of the Buildings nor changes in fences, hedges, walls or other structures and appurtenances to the Units shall be commence, erected or maintained unless and until the construction, plans and specifications are approved by the Trustees of the Association or by an Architectural Committee appointed by said Trustees. It is understood that any building additions or modifications, including patio or room additions, that may be approved by the Architectural Committee must also meet the applicable zoning restrictions of the City of Fairborn and conform to the set backs, minimum distances between buildings, and lot lines required by the applicable zoning.

Section 4. Prohibited Parking. The parking of trucks, campers, trailers, boats, mobile homes and the like are prohibited on any Lot or on the Common Area, unless the Association designates a specific area therefor on the Common Area.

Section 5. Building on Easements. Within the easements for the installation and maintenance of utilities and drainage facilities, no structure, planting or other materials shall be placed or permitted to remain which will damage or interfere with the installation and maintenance of the utilities, or which may change the flow of drainage channels, or which may obstruct or retard the flow of surface water from its proper course or flow.

Section 6. Nuisances. No noxious or offensive activity shall be permitted on any Lot, Unit or Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Nothing shall be done that will create any waste, that will increase the costs

of insurance or result in the cancellation of insurance on the Buildings or Common Area.

Section 7. Temporary Structures. No structures of a temporary character, tents, garages, barns or outbuildings shall be permitted on any lot. No structures of any kind shall be erected on the Common Area unless placed or erected by the Declarant or upon the approval of the Architectural Committee of the Association.

Section 8. Signs. No sign of any kind shall be displayed to the public view on the Properties, except (a) on the Common Area, signs regarding and regulating the use of the Common Area that are erected by the Association, (b) on a Lot, except one sign of no more than five (5) square feet advertising the property for sale or lease; (c) signs used by the Declarant for the advertisement of the property during the construction and initial sales period. Signs may be erected to identify the private streets and for traffic control on the private streets.

Section 9. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or Common Area, except dogs, cats and other usual household pets, provided that they are not kept, bred or maintained for any commercial purposes. No animal shall be permitted to run loose on the Common Area or become a nuisance to any other Owner. The Association may regulate and control the use of the Common Area by such household pets as from time to time it deems necessary.

Section 10. Garbage and Refuse Disposal. No Lot nor any part of the Common Area, shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers on the Lots or in dumpsters if provided by the Association in the Common Area.

Section 11. Water and Sewer. No private water supply systems or sewage disposal systems shall be permitted on any Lot or Common Area.

Section 12. Exterior Appearance. No clothes, sheets, blankets, laundry or other articles shall be hung out or exposed from any Unit or in the Common Area, and the Lot and Common Area shall be kept free and clear of rubbish, debris and other unsightly material. Nothing shall be hung or displayed on the outside wall of any Unit and no awning, canopy, shade, window guard, ventilator, fan, air-conditioning device, radio or television antenna may be affixed to or place upon the exterior walls or roof or any part thereof without the consent of the Architectural Committee. A laundry hanging device shall be permitted on a Lot in the area of the patio, but article shall not be left

outdoors overnight or on Saturdays and/or Sundays. Unless otherwise determined by the Association, all front windows will have curtains of neutral shade or drapes with white lining, or compatible with the building exterior color.

Section 13. Common Area. Except as otherwise provided herein, the Common Area shall be used for the sole and exclusive use, benefit and enjoyment of the Owners. The Trustees of the Association may establish and enforce reasonable rules and regulations as to the use of all Common Area and the same, as promulgated from time to time, shall be enforceable in the same manner and to the same extent as if originally part of this Declaration.

ARTICLE VIII. Maintenance, Repair and Replacement

Section 1. Owners. Each Owner will have the primary responsibility to maintain his Lot and Unit and covenants with the Declarant, the Association and other Owners that he will maintain the same in good condition and repair.

a. The Owner will make no changes in the colors or material of the exterior of the Unit, fences, hedges or other exterior appearance of the Lot and Unit; will not make additions, alterations or changes to his Lot and Unit unless and until he has the approval of the Architectural Committee and if necessary, approval by the building and zoning authorities of the City of Fairborn.

b. The Architectural Committee may require the Owner to supply plans and specifications for the proposed improvements showing the nature, kind, shape, height, material and location of the proposed work, it being understood that the workmanship, materials and design must be in harmony with the rest of the Building and Properties.

c. All repairs, maintenance and replacement to the interior of the Unit shall be the sole responsibility of the Owner. Unless it involves a structural change, the Owner does not need any prior consents to any work done on the interior of the Unit.

d. All exterior maintenance, painting, repairs and improvements to a Lot shall be performed by and at the cost of each Owner of the Unit, including the Unit, patio, storage shed, air conditioner pad, landscaping, or garage.

e. The reasonable cost of repair and maintenance to a party wall or party fence shall be shared by the Owners

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who make use of the wall or fence in proportion to such use.

f. Notwithstanding any other provision of this Declaration, an Owner who by his neglect or willful act causes damages to a party wall or fence or causes the same to be exposed to the elements shall bear the whole cost of repairing and furnishing the necessary protection against the elements.

g. The Association shall have the right to recover any costs expended for repairs and replacements that were due to the willful neglect or negligence of the Owner.

Section 2. Association. The Association shall assume all responsibility for the maintenance and repair of the entire Common Area and the cost thereof shall be a common charge against all of the Owners.

a. The Association shall make provision for the care of any lawns and other landscaping, driveways, snow removal and other maintenance responsibilities of such nature including the private streets

b. The Association will maintain any private roads that are constructed as part of the development and will provide for the maintenance of street identification and traffic control signs pertaining to the private streets.

c. The Association will maintain the sewer laterals in the Common Area with the right to back charge an Owner for the cost of cleaning or repair due to an obstruction caused by the Owner, his family or guests.

d. If street lighting is provided by the appropriate utility on a contract basis, the Association will be the contracting party and will be responsible to collect the charges for such lighting services as a part of the Common Expenses.

e. If any maintenance and repair is isolated to an area that would benefit a group of Owners and less than a majority of the Owners, the undertaking thereof may be approved by the benefiting group using the procedures for a capital improvement and the assessment for such costs to be only paid by the benefiting group.

f. If done on a uniform basis, the Association may provide such other services as they from time to time determine to be beneficial to all or the Owners in the complex.

Section 3. Managing Agent. The Association by its Trustees may delegate all or any portion of its authority to discharge its maintenance and repair responsibilities to one or more independent contractors or to a managing agent. Such delegation shall be evidenced by a management contract for a term not to exceed three (3) years in duration, which shall provide for the payment of reasonable compensation to such managing agent as a common expense. Upon the expiration of the initial term of any such management contract, the Trustees may renew such contract from time to time for successive periods, no one of which shall exceed three (3) years in duration or enter into a new contract for a like period. The Declarant, after the filing of this Declaration, may enter into the contract with the managing agent on behalf of the Association for the initial term of three (3) years. Such agreements shall provide for termination without cause and without payment of a termination fee on ninety (90) days notice.

ARTICLE IX. Party Walls and Fence

Section 1. General Rules of Law to Apply. Each wall and fence which is built as part of the original construction of the Units on the Properties and common to any other Unit or Lot shall be considered a party wall or party fence. Each Owner shall own so much thereof as stands upon his land, subject to the easement of the other, and has a right to use that wall for any purpose not inconsistent with its use as a party wall.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or fence shall be shared by the Owners who make use of the wall or fence in the proportion of such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. Unless otherwise agreed by Owners of all Living Units in a structure damaged or destroyed by fire or other casualty, such structure shall be rebuilt and all proceeds of insurance available therefor shall be made available to restore the structure.

Section 4. Weatherproofing. The benefiting Owners will weatherproof and otherwise maintain any party walls or fences in good order and repair.

Section 5. Runs With the Land. The party wall rights shall be appurtenant to the land of each Owner and shall pass to such Owner's successor in title subject also to the easement of such other using Owner.

Section 6. Arbitration. The Board of Trustees of the Association shall act as Arbitrators over any disputes concerning party walls or fences and it shall decide as to requirements or maintenance, repair, replacement and pro-ration of cost among the benefiting Owners, including whether or not any amounts expended by the Association for the repair, etc. of the common walls or fences should be recovered from any of the Owners thereof. The Board will also act as the arbitrator over any disputes that arise concerning the use and repair of driveways.

Section 7. Right of Entry. For purposes of making inspections and repairs under this Article, an Owner, his agents or contractors shall have the right to enter upon the premises of the other Owners of a party wall upon the giving of notice.

ARTICLE X. Insurance

Section 1. Carried by Association. The Association shall carry fire and extended coverage, vandalism and malicious mischief liability insurance and workers' compensation insurance, if applicable, on the Buildings, Units, Lots, structures or other improvements now or at any time hereafter constituting a part of the Properties and the costs thereof shall be a Common Expense.

Section 2. Fire and Extended Coverage. The Buildings and other improvements on the Lots and Common Area shall be insured against fire and other perils covered by a standard extended coverage endorsement in an amount equal to the maximum insurance replacement value excluding foundation and excavation costs. Such coverage shall also include interior walls within any Unit and the pipes, wires, conduits and ducts contained therein and further include all fixtures, equipment and trim within a Unit which were furnished with the Unit as standard items, even if some of the standard items may be considered appliances.

a. Such policy of insurance shall provide for the issuance of certificates of insurance to mortgagees of Units and to provide at least ten (10) days notice prior to any cancellation of insurance.

b. Any mortgagee may to remedy any lack of insurance, but shall not be required to, advance premiums to keep the insurance in effect or obtain new insurance policies

in place thereof, and the amount so advanced shall be a Common Expense due immediately from the Association and a special assessment against all Unit Owners.

c. The insurance policies shall provide for the release by the insurer thereof of any and all rights of subrogation, assignment or other rights of recovery against any Unit Owner, his family, tenants and all other persons lawfully in possession, for recovery against any one of them for any loss occurring to the Buildings, Units, Lots or Properties from any of the perils insured against by such insurance coverage.

d. Proceeds of all insurance policies owned by the Association shall be paid to the Association, and shall be held in a separate account and in trust for the purposes of repair or construction as provided herein, for the benefit of the Unit Owners and their mortgagees, as their interests may appear.

e. An Owner shall not purchase an individual fire and extended coverage insurance policy on his Unit and Lot as real property. If irrespective of this prohibition, an Owner purchases an individual policy insuring real property, said Owner shall be responsible to the Association for loss or expense that the policy may cause in adjusting the Association's insurance, and such amount of loss shall be a special lien on his Lot.

f. Such insurance may have a reasonable deductible as determined by the Board of Trustees and such deductible shall be considered a Common Expense of the Association.

g. Each Owner at the time of acquisition may be required to pay to the Association a lump sum, not to exceed one (1) year, that will pay the prorata share of the existing insurance coverage, it being understood that the payment of Common Expenses includes only future insurance premiums.

Section 3. Liability Insurance. The Association, as a Common Expense, shall insure itself, the Board of Trustees, all Unit Owners and members of their respective families and other persons residing with them in the Unit, their tenants, and all persons lawfully in possession or control of any part of the Properties, against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from the Common Areas. Such insurance to afford protection to a limit of not less than \$300,000.00 in respect to bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than \$500,000.00 in respect to any one occurrence and to the limit of not less than \$25,000.00 in

respect to damage to or destruction of property arising out of any one accident.

Section 4. Association to Act. Each Owner does hereby appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and, if applicable, worker's compensation insurance pertinent to the Properties, the Buildings, Unit and Lot with such insurer as may from time to time provide insurance. With out limitation to the generality of the foregoing, the Association as said attorney-in-fact shall have full power and authority to purchase and maintain such insurance, to collect proceeds and to distribute the same, to execute release of liability and to execute all documents and do all things on behalf of the Unit Owners as shall be necessary or convenient in dealing with any insurance purchased by the Association.

Section 5. Perils Not Insured Against. The insurance provided for herein shall not insure personal property of anyone located within a Living Unit and shall not insure against liability for personal injury or property damage arising out of or relating to ownership or occupancy of Living Units. It shall be the responsibility of the Owner of each Living Unit to obtain insurance coverage at his own expense for his personal liability for occurrences within and about said Living Unit or upon his property and also for protection of his personal property from perils insured against in standard fire and extended coverage insurance policies.

ARTICLE XI. Reconstruction or Repair

Section 1. Sufficient Insurance. In the event of any damage or destruction from any cause or peril insured against and the proceeds of any policies shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or construction shall be undertaken by the Association and the insurance proceeds shall be applied in payment therefor.

Section 2. Insufficient Insurance. In the event the improvements forming a part of the Properties, or any part thereof, shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds (except for the deductible amount that is a Common Expense) shall not be sufficient to pay the costs of repair, restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken as follows:

a. The cost of repair, restoration or reconstruction in excess of the insurance proceeds to a Unit and Lot shall be borne by the Owner of the Unit. Where more than one Unit is involved, the cost shall be apportioned.

b. If the damage is only a single Unit or part thereof, it shall be the responsibility of the Unit Owner to repair such damage and the Association shall make available any insurance proceeds relative to such damage to the Owner for that purpose. Where more than one (1) Unit is involved, the work shall be undertaken by the Association.

c. Any repairs, restoration or reconstruction of the Common Area shall be undertaken by the Association and the costs in excess of the insurance proceeds to the Common Area shall be a Common Expense.

d. Should any Owner refuse or fail to pay after reasonable notice his share of such cost in excess of insurance proceeds, the amount thereof shall be advanced by the Association and shall be assessed to such Owner. If not paid, the amount due may be enforced in the same manner as herein provided for the non-payment of assessments.

Section 3. Procedure for Reconstruction or Repair.

Immediately after a casualty causing damage to any portion of the Properties, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for bonds, permits, licenses, etc. The insurance proceeds and the sums deposited from collections of special assessments, shall constitute a construction fund which shall be disbursed to the payment of the cost of reconstruction and repair from time to time as the work progresses. Any remaining moneys after the repairs, restoration or reconstruction shall be paid to the Association.

ARTICLE XII. Real Estate Taxes

Section 1. Owner. The Owner of each Lot shall pay the real estate taxes and assessments that are from time to time levied against his individual Lot.

Section 2. Association. The Association shall be responsible for the payment of all taxes and assessments, if any, that are from time to time levied against the Common Areas.

ARTICLE XIII. Association

Section 1. Formation. In order to carry into effect the purposes of this Declaration and to own the Common Area of the Properties, a nonprofit corporation, The Woods of Valle Greene West Owner Association, has been formed under and pursuant to the nonprofit corporation act of Ohio.

Section 2. Membership. Each Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership. Upon the sale or other disposition of a Lot that vest title in a new Owner, the new Owner shall automatically become a member of the Association and the Seller shall cease to be a member, unless he owns other Lots in the Properties.

Section 3. Membership Classes and Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, except the Declarant, of lots upon which is constructed a Living Unit, and shall be entitled to one (1) vote for each such lot so owned.

Class B. The Class B member shall be the Declarant, and shall be entitled to three (3) votes for each lot owned.

The Class B membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs earlier:

a. When Class A membership is in existence and the total votes outstanding equals or exceeds the total votes outstanding in the Class B membership; provided, however, that if at any time or from time to time the Declarant does not plat additional lots as provided in this Declaration so as to maintain Class B membership in existence, due to no fault of its own (either because of governmental or quasi-governmental action or inaction or otherwise), then Class B membership shall not cease, but shall continue in order to allow the Declarant a reasonable time after the impediment has been eliminated to plat additional lots as provided herein; or

b. On December 31, 1998.

Section 4. Joint Owners or Occupants. When more than one person holds an interest in any Lot, all such persons shall be members of the Association; provided, however, that Owners' vote shall be exercised as all such persons among

themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot not owned by Declarant.

Section 5. Election of Board. The Declarant, as long as Class B membership exists, shall have the right to elect or appoint a majority of the Board of Trustees of the Association. In the event that there shall be a vacancy in the office of any Board member appointed by the Declarant, at any time, then the provisions of the By-Laws to the contrary notwithstanding, the successor or substitute Board member shall be appointed or elected by the Declarant. During such time as the Declarant shall have the right to appoint or elect the majority of said Board, the Declarant shall not vote its memberships in the election of the balance of the Board, to wit, the minority thereof. Said minority of the Board shall be elected by the members exclusive of the Declarant. The Declarant's presence shall, however, be included for the purpose of determining a quorum at any meeting of the members at which the election of Board members take place. The Declarant shall, at the annual meeting of members, advise the Chairman of the annual meeting of the persons whom it desires to have appointed or elected Board members, not exceeding a majority of the whole Board of Trustees, and such persons shall be deemed elected Board Trustees of the Association. The Board members appointed or elected by the Declarant hereunder need not be members of the Association, provisions of the By-Laws of the Association to the contrary notwithstanding, and need not be officer or Directors of the Declarant.

ARTICLE XIV. Common Expenses

Section 1. Binding. Each Owner by the acceptance of a deed to a Lot, for himself, his heirs, administrators, executors, personal representatives, successors and assigns, whether or not it shall be expressed in such deed, covenants and agrees to pay the assessments that are levied from time to time to pay his allocated share of the Common Expenses provided for herein and as levied by the Association.

Section 2. Payment. The Declarant commencing on the first day of the month following the sale of the first Unit will pay to the Association, its aliquot monthly assessment for each Lot it owns that is subject to this Declaration that contains a completed Unit and until it sells same and the assessment is assumed by the new Owner. Conversely, the assessment for Common Expenses will not accrue for any of the Properties until and unless a Building is constructed to contain dwelling units and until the Unit is separated onto a Lot. The Association will assume no expense or responsibility for a Parcel or Lot until a Unit thereon is liable for assessments.

a. Commencing on the first day of the month after acceptance of his deed, each Owner will pay 1/12th of the then current annual assessment charges that are due the Association. The previous Owner will be responsible for such charges until that date.

b. As any Units are completed and offered for sale, the assessments for such Unit shall commence on the first day of the month after said Units are platted into separate Lots. This provision contemplates the construction of additional Buildings and the separation of the Units thereon to separate Lots by the replatting of Parcels.

c. In a voluntary conveyance of a Lot, the Grantee of the Lot shall be jointly and severally liable with the Grantor for all unpaid assessments due the Association up to the time said Grantee is to assume such obligation without prejudice to the Grantee's right to recover from the Grantor such amounts paid by the Grantee to the Association that is the obligation of Grantor.

d. The Grantor or Grantee, upon the payment of a reasonable fee, will be entitled to a statement from the Trustees or their agent setting forth the amount of the unpaid assessments due from Grantor's Lot as of a specified date and the Grantee shall not be liable for any assessments of the Grantor in excess of that amount set forth as of the date specified.

e. The Trustees of the Association may impose a late charge for any assessments not paid within five (5) days after they are due.

Section 3. Pro-Rata Share. Each Owner of a Unit will pay an equal share of the Common Expenses. Each share will be computed by dividing the total expense for any period by the number of Lots then a part of this plan and subject to the Declaration. Such Common Expenses will include the cost of insurance, real estate taxes on the Common Area, the cost of maintaining the Common Area, administration of the Association, such services provided for by the Association including any contract obligations for street lighting that is provided by the applicable utility company and any management fees that are due under any management contract entered into by the Association, being all costs necessary to properly maintain the Common Area and the Association. In addition, the Owner may be required to pay an amount equal to a prorata share of the prepaid insurance coverage that relates to his Unit and to prepay not more than two (2) months of the Common Expense charges.

Section 4. Preparation of Budget. The Association shall on or before December 1st of each year, prepare an estimate of the total amounts that will be necessary to pay the Common Expenses for the ensuing calendar year and shall forthwith supply each Unit Owner a copy thereof and his estimated share of Common Expense.

a. The budget prepared shall take into consideration the projected addition of Lots to this plan; necessity of setting up a reserve for repair and replacement of the Common Areas and other matters that could affect the Common Expenses of the Properties.

b. Provided, however, the failure to prepare a budget shall not be a waiver or release of the obligation of each Owner to pay his pro-rata share of the Common Expenses.

Section 5. Review and Adjustment. In June of each year and more often as necessary, the Association shall review the budget and shall make adjustments to the Assessments for Common Expenses to the actual expenses incurred or projected for the balance of the calendar year and the amount of the individual assessment for the Common Expense, if necessary, shall be adjusted. Any amounts paid by an Owner in excess of his pro-rata share shall be credit against the next assessment due for Common Expense. It is initially believed that the services provided by the Association and the Common Expenses required will be of equal benefit to the Unit Owners so that the costs will be prorated equally among the Units irrespective that there may be some variances in the size of the Units and the sales price of the Units. Provided, however, should it be determined that because of size, because of architectural style or construction that some Units generate more Common Expense than others, adjustments shall be made in the allocation of Common Expenses to fairly apportion this expense.

Section 6. Mandatory Requirement. The Association shall at all times budget and collect and each Owner shall be obligated to pay an amount necessary to keep and maintain the Common Areas in a good state of maintenance and repair, and as the same are necessary to create reserve for replacement for the Common Area facilities.

Section 7. Limitation on Disbursements. The Association shall not authorize any structural alterations, capital additions to, or capital improvements of the Common Area requiring an expenditure in excess of One Thousand Dollars (\$1,000.00) without, in each case, the prior approval as hereafter provided.

Section 8. Non-Use of Facilities. No Owner of a Unit or Lot may exempt himself from liability for his contribution toward the Common Expense by waiver of the use or enjoyment of any of the Common Area or by the abandonment of his Unit.

Section 9. Unimproved Parcels. With reference to the application of this Article. Parcels owned by Declarant that are not improved by a completed Building shall not be assessed.

ARTICLE XV. Other Assessments

The assessment for the payment of common charges shall be such to provide the funds necessary for the normal expenses of the Association to carry out its responsibilities herein outlined. Under the following circumstances, the Association may adopt the following additional assessments:

Section 1. Special Assessment. In addition to the Assessments authorized to cover the Common Expense, the Association may levy in any year a Special Assessment, applicable to the year only, for the purpose of defraying any unexpected repair or replacement of a described Capital Improvement located on the Common Area or for such other unexpected costs and which have not otherwise been provided for in full as part of the annual assessment, provide that any such assessment shall have the approval of fifty-one percent (51%) of the total number of votes held by Class A members and by the Class B member of the Association, if this membership exists. Any Special Assessments levied by the Association pursuant to the provisions of this Section shall be fixed at an equal rate upon all Units. All monies received by the Association as a Special Assessment shall be held in trust by the Association for the benefit of the Owners, to be used only for the purpose of the Special Assessments, including any income derived from such funds. The Assessment may be billed in advance on a monthly, quarterly or annual basis.

Section 2. Capital Improvements. The Association may levy assessments for Capital Improvements (which term contemplates the construction of a new Capital Improvement to the Common Area or for the major repair, rehabilitation or replacement of an existing Capital Improvement on the Common Area), provided that any such assessment shall have the approval of sixty-six and two-thirds percent (66-2/3%) of the total number of votes held by the Class A members and the approval of the Declarant as the Class B member. Said members and Declarant shall also determine the time period that such Capital Improvement Assessment shall be applicable. Any Capital improvement Assessment levied by the Association pursuant to the provisions of this Section shall be fixed at

an equal rate upon all Units. All monies received by the Association hereunder shall be held in trust by the Association for the benefit of the Owners to be used only for the Capital Improvement, including any income derived from such fund. The Assessment may be billed in advance on a monthly quarterly or annual basis.

Section 3. Individual Unit Assessments.

a. A special individual Unit and Lot assessment may be levied only if the Trustees find the same in necessary to any individual Unit in their opinion for public safety or in order to prevent damage or destruction of any other part of the Properties, and such assessments will be only for the reasonable expense of such repairs.

b. A special individual Lot assessment may be levied to cover the cost of repairs, replacements and other remedial action resulting from the willful neglect or negligence of an Owner.

Section 4. Insurance Assessment. A special assessment against all Unit Owners any be levied in the event that the Association fails to maintain the insurance coverage required aforesaid and the cost thereof is advanced by a mortgagee of any Unit.

ARTICLE XVI. Lien for Non-Payment

Section 1. Certificate. The Association shall have a lien upon the estate or interest of any Owner in a Lot for the payment of the portion of the Common Expenses or other assessment chargeable against such Lot which remains unpaid for ten (10) days after the same has become due and payable and a certificate therefor or an affidavit thereabout has been filed with the Recorder of Greene County pursuant to authorization given by the Trustees of the Association.

a. Such certificate or affidavit shall contain a description of the Lot, the name of the record owner thereof, and the amount of such unpaid portion of the Common Expense and other assessments and shall be subscribed by the President or other chief officer of the Association. Such lien may include late penalties and shall draw interest at the rate of ten percent (10%) per annum.

b. Such a lien shall remain valid for a period of five (5) years from the time of filing thereof, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by final judgment or order of a Court in an action brought to discharge such lien.

Section 2. Priority. The lien provided for herein shall take priority over any lien or encumbrances subsequently arising or created, except liens for real estate taxes and assessments and liens of first mortgages which have been filed for record. Said lien may be foreclosed in the same manner as a mortgage on real property in an action on behalf of the Association by the President or other chief officer pursuant to authority given him by the Trustees. In any such foreclosure action, the Owner of the Lot affected, agrees to pay a reasonable rental for said Unit during the pendency of such action and the Owner agrees that the Plaintiff in such action is entitled to the appointment of a receiver to collect the same.

Section 3. Association as Purchaser. If approved by seventy-five percent (75%) of the voting power of the Association, the Association may be the purchaser of the Lot at the foreclosure sale.

Section 4. Discharge of Lien. Any Owner who believes that the portion of the Common Expenses or other assessments has been improperly charged against him or his Lot, may bring an action in the Court of Common Pleas of Greene County for the discharge of such lien. In any such action, if it is finally determined that such portion of the Common Expense or other assessment has been improperly charged to such Owner or his Lot, the Court may make such order as is just, which may provide for a discharge of record of all or part of such lien. The Association agrees to such an action and to the authority of the Court to make any such orders.

Section 5. Mortgagee. It is agreed that where the mortgagee of a first mortgage of record or other purchaser at a foreclosure acquires title to a Lot, such acquirer of title shall not be liable for the assessments of the Owner or Lot that accrued prior to the transfer of title. Such unpaid expense if not collected from the previous Owner, will be deemed a Common Expense against all other Lots, including the Lot of the acquirer according to their percentage of responsibility for Common Expense.

ARTICLE XVII. Mortgagee Provisions

Section 1. Benefit. The following provision are included herein for the benefit of the holders of first mortgages on any Lot which is subject to the provisions of this Declaration, in order to permit compliance with the requirements of First Mortgage Insurers or First Mortgage Acquirers as a condition to the purchase of loans on Living Units on the property. The covenants and provisions hereinafter set forth shall run in favor only of the first

mortgage holders, and the provisions hereinafter set forth may be altered, amended, revised or rescinded by actions of the Board or Association, but only without such approval to the extent that such alterations, amendment, revision or rescission is necessary to comply with the requirements of such first mortgage holders.

Section 2. First Mortgage Provisions. It is provided as follows:

a. Unless at least sixty-six and two-thirds percent (66-2/3%) of the first mortgagees (based upon one vote for each first mortgage owned) or Owners (other than the Declarant) of the individual Units in the Property have given their prior written approval, the Association shall not be entitled to:

(i) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common area owned directly or indirectly, by such homeowners association for the benefit of the Units on the property (the granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Area by the Association shall not be deemed a transfer within the meaning of this clause);

(ii) change the method of determining the obligations assessments, dues or other charges which may be levied against a Unit Owner;

(iii) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Units, the exterior maintenance of Units, the maintenance of the common property, party walls or common fences and driveways, or the upkeep of lawns and plantings in the property;

(iv) fail to maintain fire and extended coverage on insurable common property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement costs); and

(v) use hazard insurance proceed for losses to any Common Area for other than the repair, replacement or reconstruction of such common property.

b. First mortgagees of Living Units may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any common property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a

policy, for such common property, and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

c. A first mortgagee, upon request, is entitled to written notification from the Association of any default in the performance by the individual Unit borrower of any obligation under the Declaration constituent documents which is not cured within sixty (60) days.

d. Any agreement for professional management of this planned Unit development, or any other contract providing for services of the Declarant may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less notice.

ARTICLE XVIII. Statutory Agent

The person to receive service of process for the Association will be Benjamin F. Allbery, whose address is 18 West First Street, Dayton, Ohio 45402. The statutory agent for the Association may be changed by the affirmative action of the Board of Trustees of the Association. Such change shall be reflected by a change of statutory agent with the Secretary of State of Ohio on such forms prescribed for the subsequent appointment of statutory agents for non-profit Ohio corporations.

ARTICLE XIX. Addition of Land

Section 1. Properties. As indicated above, the Declarant commits the land described in Exhibit A (13.050 acres) to the terms and provisions of this Declaration. The land described in Exhibit B may be added to the terms hereof but need not be added by the Declarant. The Declarant may add such parts of this land by filing amendments to this Declaration and may execute and record such amendments for this purpose without any necessity for approvals or consent of the Association or its members.

Section 2. Other Land. Additional land beyond the Properties herein described may be added only with the consent of 75% of the voting interests of the Members of the Association.

ARTICLE XX. Amendment

Section 1. Amendment of Declaration. Except as otherwise stated in any other Article of the Declaration and except as stated in any other Section of this Article, any provision of the Declaration may be amended at any regular or

special meeting of the members of the Association. In order for the Amendment to pass, at least seventy-five percent (75%) of the total number of votes held by Class A members and the vote held by Class B member, if any, of the Association, must be cast in favor of the Amendment. The Amendment will be effective upon the recording, in the County Recorder's office at which the Declaration was recorded, of a copy of the Amendment together with an acknowledged statement from the Secretary of the Association stating:

(i) the date of the meeting at which the Amendment was adopted;

(ii) the percentage of the total number of votes held by Class A members cast in favor of the Amendment;

(iii) the percentage of the total number of votes held by Class B members cast in favor of the Amendment (or a statement that there were no longer any Class B members);

(iv) the fact that a true and accurate copy of the Amendment is attached to the statement; and

(v) the fact that the person making the statement is the Secretary of the Association.

Section 2. Correction. Either the Association or the Declarant may, at any time and without the consent of the members of the Association, make amendments to the Declaration to correct errors in typing or errors in grammar or errors in arithmetic or errors on the plats of record. The Amendment will be effective upon the recording in the County Recorder's office, a copy of the Amendment.

Section 3. Rights Are Not Subject to Suspension. Any provision of the Declaration stating that certain rights and/or easements may not be suspended by the Association may be amended only upon the unanimous vote of every member of every class of the Association in favor of the Amendment.

Section 4. Declarant's Consent. Notwithstanding any other provision of this Declaration, no provision of this Declaration may be amended within ten (10) years after the date of this Declaration, unless the Declarant has consented in writing to the Amendment. The consent of the Declarant is in addition to the other requirements of this Article.

Section 5. Exhibit B land. The Declarant may add all or any part of the land described in Exhibit B by an amendment of the Declaration by its sole execution of the amendment.

ARTICLE XXI. Architectural Control

Section 1. Appointment. The Trustees shall appoint an Architectural Committee or upon their failure to so appoint, shall themselves act as such a committee. The committee shall have the responsibility of maintaining the scheme of architecture and development of the Properties as originally laid out and constructed.

Section 2. Approval. No changes, modifications, enlargements or additions may be made to the Buildings or Common Area beyond the improvements installed by the Declarant unless first approved by such Architectural Committee.

a. As otherwise provided herein, they shall review all such plans, specifications, nature, kind, shape, height, materials and location of the same to determine that they are in harmony with the existing structures and improvements to the Properties.

b. Provided, however, if said Committee shall have failed to approve or disapprove such alterations or additions within thirty (30) days after their submission, then approval will not be required and this article will be deemed to be complied with.

Section 3. Arbitration. The Trustees or Committee shall arbitrate any and all disputes that may arise from the terms and provisions of this Declaration.

ARTICLE XXII. Miscellaneous

Section 1. Duration. The covenants and conditions herein contained in this Declaration shall run with the land perpetually, subject to Amendment as provided in this Declaration.

Section 2. Enforcement. Any Owner or the Association may enforce these covenants and restrictions. Enforcement shall be by any proceeding a law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or to enjoin violation 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. There shall be, and there is hereby created and declared to be a conclusive presumption that any violation or breach of any attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at

law or by recovery of damages. All charges incurred by the Association in enforcing these covenants and restrictions (including court costs and reasonable attorney fees) shall constitute a charge against the person or persons violating or attempting to violate the covenant or restriction, and such charge shall constitute a lien against the Lot or Property of such person or persons, subject to subordination to first mortgages as provided herein.

Section 3. 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 know address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 4. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Areas or Community Facilities by any public or municipal agency, authority, or utility.

Section 5. Association and Board Responsibility. In carrying out the provisions of this Declaration, and in the performance of all of the rights, duties and obligations covenants and conditions, hereunder, specifically including, but not limited to, the protection, maintenance and upkeep of Common Areas, the Association, its officers, Board members servants, and employees shall be required to exercise reasonable care only, and shall, in no way, be deemed absolutely liable, or deemed insurers.

Section 6. Severability. Invalidation of any of these covenants or restrictions by judgment, decree or order shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

Section 7. Quit Claim Deeds and Correction Deeds. The Association may execute and make in respect to the Common Areas (common property) quit claim deeds and/or correction deeds in order to correct typing or surveying errors in legal descriptions or to reflect a Lot as actually laid out or to correct any other error by which the Association was granted real estate or an interest in real estate by mistake of any kind. Such conveyances by the Association shall also convey all right, title, and interest that each member of the Association has in the real estate conveyed, by reason of the Declaration and any amendment thereto. The Association may so act upon resolution of a majority of its Board, if any, and if the Board does not exist, then by agreement of the majority of the members of the Association. The executing and/or making of quit claim deed and/or correction deed shall not constitute and shall not be deemed to be the abandoning

partitioning, subdividing, encumbering, selling or transferring of common property within the meaning of this Declaration.

Section 8. Personal Liability. Nothing in this Declaration, the Articles or the regulations of the Association, or any rules or regulation enacted pursuant to any of the aforesaid, 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 any 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 proceeding 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.

ARTICLE XXIII. Binding

By the acceptance of a deed to a Lot or Common Area, the Grantee for himself, his heirs, administrators, executors, personal representatives, successors and assigns, whether or not it shall be so expressed in such deed, covenants and agrees to be bound by the terms and conditions of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the said Declarant, OBERER DEVELOPMENT CO., has hereunto subscribed its name this 8th day of December, 1987.

In the presence of:

Melodee C. Buck

Lynda Winters

OBERER DEVELOPMENT CO.

By

George R. Oberer, Sr.
President

By

George R. Oberer, Jr.
Vice President

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me, this
8th day of December, 1987 by George R. Oberer,
Sr., President, and George R. Oberer, Jr., Vice President of
OBERER DEVELOPMENT CO., an Ohio corporation, on behalf of
said corporation.



Kim Paulette Konicki
Notary Public

KIM PAULETTE KONICKI, Notary Public
In and for the State of Ohio
My Commission Expires October 26, 1992

This instrument prepared by: Benjamin F. Allbery, Attorney
at Law, 18 West First Street,
Dayton, Ohio 45402

VOL 377 PAGE 101

DESCRIPTION FOR: The Woods of Valle Greene West
CONTAINS: 13.050 Acres
DATE: November 30, 1987

Situated in Section 24, Town 3, Range 7, M.R.S., City of Fairborn, Bath Township, Greene County, Ohio and being part of the land conveyed to Oberer Development Co. in Deed Volume 551 Page 596 and Deed Volume 308 Page 787. The above conveyances are recorded in the Deed Records of Greene County, Ohio, and being more particularly described as follows:

Beginning at the southwest corner of a plat known and recorded as Valle Greene West Section 4-D as recorded in Plat Book 21 Pages 137 and 138 of the Plat Records of Greene County, Ohio, said point also being a point on the south right-of-way line of Winona Drive;

thence with the south right-of-way line of said Winona Drive South 85 degrees 52 minutes 38 seconds East for 282.20 feet to a point on the south right-of-way line of said Winona Drive;

thence on a new division line thru said Oberer Development Co. tract for the next eleven (11) courses South 4 degrees 07 minutes 22 seconds West for 135.00 feet to a point;

thence South 85 degrees 52 minutes 38 seconds East for 130.00 feet to a point;

thence North 79 degrees 11 minutes 17 seconds East for 98.33 feet to a point;

thence North 65 degrees 24 minutes 19 seconds East for 375.00 feet to a point of curvature;

thence on a curve to the left having a radius of 470.00 feet thru a central angle of 10 degrees 25 minutes 11 seconds for 85.49 feet as measured on the arc. The long chord of the just described curve bears North 19 degrees 23 minutes 06 seconds West for 85.37 feet to a point;

thence North 24 degrees 35 minutes 41 seconds West for 30.00 feet to a point, said point being a point on the west right-of-way line of Park Hills Drive;

thence North 65 degrees 24 minutes 19 seconds East for 60.00 feet to a point on the east right-of-way line of said Park Hills Drive, said point also being an angle point in the south line of a plat known and recorded as Valle Greene West Section 4-B as recorded in Plat Book 21 Pages 137 and 138 of the Plat Records of Greene County, Ohio;

EXHIBIT A

thence on a new division line thru said Oberer Development Co. tract South 24 degrees 35 minutes 41 seconds East for 30.00 feet to a point of curvature;

thence on a curve to the right having a radius of 530.00 feet thru a central angle of 72 degrees 10 minutes 57 seconds for 667.71 feet as measured on the arc. The long chord of the just described curve bears South 11 degrees 29 minutes 47 seconds West for 624.42 feet to a point;

thence South 47 degrees 35 minutes 16 seconds West for 115.00 feet to a point;

thence North 42 degrees 24 minutes 44 seconds West for 73.00 feet to a point;

thence North 74 degrees 58 minutes 08 seconds West for 570.00 feet to a point;

thence North 49 degrees 54 minutes 21 seconds West for 270.86 feet to a point;

thence North 85 degrees 15 minutes 19 seconds West for 197.00 feet to a point;

thence North 4 degrees 44 minutes 41 seconds East for 40.00 feet to a point;

thence North 85 degrees 15 minutes 19 seconds West for 153.00 feet to a point in the west line of said Oberer Development Co. tract;

thence with the west line of said Oberer Development Co. tract North 4 degrees 44 minutes 41 seconds East for 270.00 feet to the northwest corner of said Oberer Development Co. tract;

thence with the north line of said Oberer Development Co. tract North 68 degrees 23 minutes 02 seconds East for 536.31 feet to a point in the west line of said Valle Greene West Section 4-D;

thence with the west line of said Valle Greene West Section 4-D South 4 degrees 07 minutes 22 seconds West for 338.77 feet to the point of beginning.

Contains 13.050 acres be it the same more or less subject however to all legal highways, easements or restrictions or record.

EXHIBIT B

DESCRIPTION FOR: Valle Greene West
Remaining Residential Area
after Valle Greene West Sec. 5
and The Woods of Valle Greene
West
CONTAINS: 31.782 Acres
DATE: November 30, 1987

Situated in Section 24, Town 3, Range 7, M.R.S., City of Fairborn, Bath Township, Greene County, Ohio, and being part of the land conveyed to Oberer Development Co. in Deed Volume 551 Page 596, in Deed Volume 501 Page 498, and in Deed Volume 308 Page 786, the above conveyances are recorded in the Deed Records of Greene County, Ohio, and being more particularly described as follows:

Beginning at the southeast corner of a plat known and recorded as Valle Greene West Section 4-B as recorded in Plat Book 20 Pages 122 and 123 of the Plat Records of Greene County, Ohio, said corner also being a point on the west right-of-way line Interstate 675;

thence with the west right-of-way line of said Interstate 675 for the next (7) courses South 8 degrees 22 minutes 54 seconds West for 496.77 feet to a point;

thence South 45 degrees 46 minutes 37 seconds West for 508.79 feet to a point;

thence South 53 degrees 07 minutes 36 seconds West for 187.95 feet to a point;

thence South 47 degrees 35 minutes 16 seconds West for 360.21 feet to a point;

thence South 73 degrees 25 minutes 10 seconds West for 535.05 feet to a point, said point being the southeast corner of said Oberer Development Co. tract as recorded in Deed Volume 501 Page 498 of the Deed Records of Greene County, Ohio

thence continuing with the north right-of-way of Interstate 675 South 67 degrees 35 minutes 26 seconds West for 465.09 feet to an angle point in the north right-of-way line of said Interstate 675.

thence with the north right-of-way line of said Interstate 675 South 78 degrees 23 minutes 20 seconds West for 82.24 feet to the southwest corner of said Oberer Development Co. tract;

thence with the west line of said Oberer Development Co. tract North 4 degrees 28 minutes 52 seconds East for 828.00 feet to a point, said point being the southwest corner of said Oberer Development Co. tract as recorded in Deed Volume 308 Page 786 of the Deed Records of Greene County, Ohio;

EXHIBIT B

thence with the west line of said Oberer Development Co. tract North 4 degrees 28 minutes 52 seconds East for 77.28 feet to a stone;

thence continuing with west line of said Oberer Development Co. tract North 4 degrees 44 minutes 41 seconds East for 342.72 feet to a point on the west line of said Oberer Development Co. tract.

thence along a new division line thru said Oberer Development Co. tract for the next eight (8) courses South 85 degrees 15 minutes 19 seconds East for 153.00 feet to a point;

thence South 4 degrees 44 minutes 41 seconds West for 40.00 feet to a point;

thence South 85 degrees 15 minutes 19 seconds East for 197.00 feet to a point;

thence South 49 degrees 54 minutes 21 seconds East for 270.86 feet to a point;

thence South 74 degrees 58 minutes 08 seconds East for 570.00 feet to a point;

thence South 42 degrees 24 minutes 44 seconds East for 73.00 feet to a point;

thence North 47 degrees 35 minutes 16 seconds East for 115.00 to a point of curvature;

thence on a curve to the left having a radius of 530.00 feet thru a central angle of 72 degrees 10 minutes 57 seconds for 667.71 feet as measured on the arc. The long chord of the just described curve bears North 11 degrees 29 minutes 47 seconds East for 624.42 feet to a point;

thence North 24 degrees 35 minutes 41 seconds West for 30.00 feet to a point, said point being an angle point in the south line of said Valle Greene West Section 4-B;

thence with the south line of said Valle Greene West Section 4-B North 76 degrees 58 minutes 47 seconds East for 234.47 feet to a point;

thence South 84 degrees 16 minutes 28 seconds East for 200.98 feet to the point of beginning.

Contains 31.782 acres be it the same more or less subject however to all legal highways, easements or restrictions of record.

Recorded - 12-15-87

Fee 84.00

LARRY B. MORRIS
GREENE COUNTY, RECORDER