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*Edna L. Bowyer*  
 AUDITOR, WARREN COUNTY, OHIO

DECLARATION  
 OF  
 COVENANTS, CONDITIONS AND RESTRICTIONS  
 AND  
 RESERVATION OF EASEMENTS  
 FOR  
 STRAWBERRY HILL RECREATION ASSOCIATION, INC.

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 WARREN COUNTY RECORDER, LEBANON, OHIO

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*Strawberry Hill Sec One -*  
*1, 2, 3, 4 then 8, 10 then 14*  
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*Under Power One*  
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Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, and the liens provided for herein.

This Declaration and all amendments thereto (a) shall be, and shall be construed as, covenants running with the land, (b) shall be binding upon the Developer, the Mortgagee, the Association, its members, and each Owner (including, without limitation, the undersigned owners and the Subdevelopers) and all claiming under each Owner, and (c) shall (regardless of whether or not any such beneficiary owns an interest in any Parcel) inure to the benefit of and be enforceable by (i) the Developer, (ii) the Association, and (iii) each Owner (including, without limitation, the undersigned owners and the Subdevelopers) and all claiming under each Owner.

Subject to the specific provisions of this Declaration relating to subordination of the Assessment created hereunder (including without limitation, the subordination of such lien to the lien of a first mortgagee) and notwithstanding the date on which the Assessment is implemented, such liens shall have priority over all liens and encumbrances on the Property or any part thereof or interest therein arising after this Declaration is recorded.

The words in this Declaration which begin with capital letters (other than words which would be normally capitalized) shall have the same meanings as the definitions of those words in Article I of this Declaration.

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS, made this 21<sup>st</sup> day of June, 1978, by LANDEN FARM COMPANY, an Ohio Partnership (the "Developer"), THE CENTRAL TRUST COMPANY, N.A., and HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF CINCINNATI, an Ohio Corporation, (collectively the "Mortgagee"),

W I T N E S S E T H:

WHEREAS, the Developer owns certain lands in Warren County, Ohio particularly described in Exhibit A attached hereto as a part hereof and may acquire other lands in the vicinity thereof and subject them to this Declaration (collectively the "Property"), subject to the provisions of Section 8.1 of the Declaration, and

WHEREAS, the Subdevelopers are owners of part of the Property which has been conveyed by the Developer to such Subdevelopers, and

WHEREAS, the undersigned owners own Parcels of the Property, and

WHEREAS, the Mortgagee holds a mortgage on various parts of the Property, and

WHEREAS, the Developer, the Subdevelopers, the undersigned owners and the Mortgagee have heretofore declared that the lands described in Exhibit A and certain other lands shall be held, sold and conveyed subject to the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Landen Farm Community Services Association, Inc., recorded at Book 492, Page 680 of the Deed Records of Warren County, Ohio (hereinafter the "Master Declaration"), and

WHEREAS, the Developer, the Subdevelopers, the undersigned owners and the Mortgagee desire to declare that the Property shall be held, sold, and conveyed subject to additional covenants, conditions and restrictions and reservation of easements.

NOW, THEREFORE, in consideration of the premises and for the purpose of providing for certain recreation facilities, and enhancing and protecting the value and desirability of the Property, the Developer, the Subdevelopers, the undersigned owners and Mortgagee hereby declare that the Property shall be held, sold and conveyed subject to this

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association other than the Association; and

(d) all lands, buildings, structures and improvements exempt from real estate taxation under Ohio or other applicable law unless such lands, buildings, structures or improvements are used for dwelling purposes; and

(e) all Property zoned for commercial use and in fact not used for residential purposes.

1.7 Class A Members. "Class A Members" means those members of the Association consisting of all Owners except, during the Development Period, the Developer.

1.8 Class B Member. "Class B Member" means, during the Development Period, the Developer, as a member of the Association.

1.9 Consumer Price Index. "Consumer Price Index" means the Consumer Price Index, Urban Wage Earners and Clerical Workers, U.S. City Average, All Items, 1967-100, as defined by the U.S. Department of Labor, Bureau of Labor Statistics, or, if the publication of such index is discontinued, such other index or indices selected by the Board which reflect the then broad range of economic factors represented in the Consumer Price Index. The Board's selection of another index shall, during the Development Period, be subject to the consent of the Federal Housing Administration and the Veterans Administration; provided, however, that if notice of consent or disapproval shall not have been received by the Association within thirty (30) days after delivery of notice of such action to FHA and VA, such action by the Board shall be deemed to be approved by FHA and/or VA.

1.10 Declaration. "Declaration" means this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements as the same may from time to time be amended in the manner prescribed herein.

1.11 Default. "Default" means any violation or breach of, or any failure to comply with, the Restrictions.

1.12 Developer. "Developer" means Landen Farm Company, an Ohio partnership, its successors and assigns.

1.13 Development Period. "Development Period" means the period commencing on the date on which this Declaration is recorded and terminating on the earlier of (a) the date five (5) years after such date, (b) the day next following the last day on which the Developer owns no part of the Property, (c) the first date on which there are five hundred (500) or more Class A Members, or (d) the day next following the day on which

ARTICLE I  
DEFINITIONS

As used in this Declaration, unless the context otherwise requires, the following words shall mean respectively:

1.1 Annual Meeting. "Annual Meeting" means the annual meeting of the Association held on the first Wednesday in April of each year unless another date is provided for in the articles or the regulations of the Association.

1.2 Assessment. "Assessment" means the charge established by Article III of this Declaration.

1.3 Association. "Association" means STRAWBERRY HILL RECREATION ASSOCIATION, INC., an Ohio nonprofit corporation which owns, operates and maintains the Recreation Facilities, and any successor organization which owns, operates and maintains the Recreation Facilities. Any action or consent required of the Association pursuant to this Declaration, the Articles of Incorporation and the Regulations of the Association shall be taken by the Board acting on behalf of the Association.

1.4 Board. "Board" means the Board of Trustees of the Association.

1.5 Chargeable Parcel. "Chargeable Parcel" means any Parcel of Chargeable Property and any parcel of land benefitted by and subject to a nonexclusive perpetual easement of enjoyment to enter upon and use and enjoy the Recreation Facilities, granted in accordance with Section 8.3, including all buildings, structures and improvements thereon.

1.6 Chargeable Property. "Chargeable Property" means the Property together with all buildings, structures and improvements thereon, with the exception of the following:

(a) all lands, buildings, structures and improvements of the United States of America, the State of Ohio, and all other political subdivisions or governmental instrumentalities of the State of Ohio including, without limitation, the Warren County Park District; and

(b) all Recreation Facilities; and

(c) all property except Dwelling Units which is owned by or leased to a homeowner or community services

the Developer abandons the Property. For purposes of this section, the Developer shall be deemed to have abandoned the Property when and if no construction of a Dwelling Unit has been commenced on at least one previously unimproved Parcel for a period of 730 days.

1.14 Dwelling Unit. "Dwelling Unit" means any building or portion of a building situated upon the Property designed and intended for use and occupancy as a residence by a single person, a family or a family-sized group of persons.

1.15 Fiscal Meeting. "Fiscal Meeting" means the annual meeting of the Board described in Article V of this Declaration.

1.16 Maintenance Standards. "Maintenance Standards" means those standards adopted by Landen Farm Community Services Association, Inc. pursuant to Article VIII of the Master Declaration as the same may from time to time be amended.

1.17 Master Declaration. "Master Declaration" means the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Landen Farm Community Services Association, Inc. recorded in Book 492, Page 680 of the Deed Records of Warren County, Ohio.

1.18 Owner. "Owner" means, with respect to any Parcel, the owner of record from time to time, whether one or more persons or entities, of an interest in fee simple, reversion, remainder or leasehold estate of 99 years or more, but shall not include the Association. Such term shall include contract sellers except for those having an interest merely as security for the performance of an obligation.

1.19 Parcel. "Parcel" means any part of the Property and any other parcel of land benefitted by and subject to a nonexclusive perpetual easement of enjoyment to enter upon and use and enjoy the Recreation Facilities, granted in accordance with Section 8.3.

1.20 Property. "Property" means those certain lands in Warren County, Ohio, particularly described in Exhibit A to the Declaration and any other lands which shall be subjected to this Declaration. The Developer owns or may acquire other lands in the vicinity of the land described in Exhibit A which it may in accordance with Article VIII subject to this Declaration during the Development Period.

1.21 Recorded. "Recorded" means filed for record in the office of the Recorder of Warren County, Ohio, or in such other office as may be provided by law for the recordation of instruments conveying lands in Warren County, Ohio.

1.22 Recreation Facilities. "Recreation Facilities" means all real and personal property, if any, from time to time owned by, maintained by (at the Association's expense), or leased to, the Association, including easements or licenses benefitting the Recreation Facilities or any part thereof, structures, improvements, other facilities, and related fixtures, equipment and furnishings. Such real and personal property may but need not include, without limitation, community centers and plazas, day care centers, recreation halls, recreational facilities, natural resource facilities, including parks and other open space land, lakes and streams, cultural facilities, pathway and bikeway systems, pedestrian facilities, design amenities, or other community facilities, and buildings needed in connection with water supply or sewage disposal installations or steam, gas or electric lines or installations.

1.23 Resident. "Resident" means any person who has a place on the Property in which his habitation is fixed, and to which, whenever he is absent, he has the intention of returning. A person shall not lose his status as a Resident by leaving his place of habitation temporarily with the intention of returning.

1.24 Restrictions. "Restrictions" means all covenants, conditions, restrictions, easements, charges, liens and other obligations provided for in this Declaration.

1.25 Secretary of the Board. "Secretary of the Board" means the person serving as the secretary of the Board, or any other person designated by the Board in his place to receive service of process under this Declaration.

1.26 Tenant. "Tenant" means any person occupying any Parcel pursuant to a written or oral lease agreement with the Owner thereof or with any other person or entity claiming under the Owner.

1.27 Trustee. "Trustee" means any person elected to the Board of Trustees pursuant to Article VI of this Declaration.

## ARTICLE II

COVENANT FOR ASSESSMENT

2.1 Establishment of Assessment. The Developer, as the original Owner of each Chargeable Parcel and so long as it continues to be the Owner thereof, hereby covenants to pay or secure the payment of the Assessment as provided in Article III; provided, however, that notwithstanding this Section and Section 3.1, the Board may permit the Developer (and any person or entity purchasing a Parcel or Parcels from the Developer for purposes of development and sale to others) to pay an equitable reduced Assessment as to any unoccupied Parcel owned by the Developer (or such other developer); provided, however, that such equitable reduced Assessment may not be less than 25% of the Assessment provided for under Section 3.2. Each Owner of any Parcel, by (i) acceptance of a deed or other instrument of conveyance therefor, or, (ii) execution of this Declaration, shall be deemed to covenant to pay or secure the payment of the Assessment to the Association as provided in Article III.

2.2 Purpose of Assessment. The Assessment is established for the benefit and use of the Association to promote the recreation of the Class A Members and shall be used in covering all of the cost of the operation, maintenance, insurance and repair of Recreation Facilities, the cost of reasonable reserves for contingencies, replacements and working capital and all other costs incurred by the Association in the exercise of its powers and duties pursuant to this Declaration. The Assessment may also be used in covering the cost of any capital addition or capital improvement to the Recreation Facilities to the extent that the cost of same does not exceed \$1,000, and may be used to cover the cost of any other capital addition or capital improvement that is authorized by the Board and consented to by the Class A and Class B Members in accordance with Section 7.4(b). The Assessment shall not be used for any other purpose. Until the end of the calendar year during which the Association acquires a total of 150 members, or until December 31, 1979, whichever is earlier, the Developer shall pay to the Association, not later than ninety (90) days after the end of the calendar year in question, the amount of any operating deficit for Recreation Facilities incurred by the Association in any calendar year. Thereafter, the amount of any operating deficit incurred in any calendar year shall be paid by means of a special assessment sufficient to allow the Association to satisfy such deficit in full, such special assessment to be announced at the Fiscal Meeting held in December of the year during which the deficit occurred and to be paid

within thirty (30) days after the end of such year. Any such special assessment as to a calendar year shall, for all purposes of this Declaration, be considered to be part of the Assessment for such year, except that the limitations set forth in Section 3.2 shall not be construed to prevent such special assessment, and no consent of members shall be required with regard to such special assessment (pursuant to Section 5.3 or otherwise).

2.3 Creation of Lien and Personal Obligation of Assessment. The Assessment shall be a charge and lien on each Parcel to the extent and for the period provided in Article IV, and shall also be the personal obligation of the Owner of each Parcel to the extent and for the period provided in Article IV. This personal obligation shall not pass to an Owner's successors in title unless expressly assumed by them.

ARTICLE III  
ASSESSMENT

3.1 Establishment of Assessment. There is hereby established for the benefit of the Association, as a charge on each Chargeable Parcel, an annual Assessment. The Assessment shall commence as to a Parcel on the first day of the month following the month during which Recreation Facilities are first conveyed to the Association. The Assessment shall, in any event, not commence unless and until the initial Recreation Facilities, as described in Section 7.3, are fully constructed, paid for by the Developer, and conveyed to the Association. The first annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The obligation to pay the Assessment shall not in any manner be dependent upon, be discharged or otherwise affected by, use or non-use of the Recreation Facilities.

3.2 Amount of Assessment. Unless waived, reduced, increased, or terminated in accordance with Article V, the Assessment shall be \$200 per year. Written notice of any change in the Assessment shall be mailed to every Owner.

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in lieu thereof, and all bona fide prior recorded first mortgages. The Association may record a notice of lien with the Recorder of Warren County, Ohio in any legally recordable form, including by affidavit as provided in Section 5301.252 of the Ohio Revised Code or any similar section hereafter enacted. Nonpayment of an installment of the Assessment shall be deemed and is hereby declared to be the happening of a condition or event that creates an interest in real estate.

4.5 Evidence of Payment. Upon the request of the Owner or any mortgagee or lessee of any Chargeable Parcel or any prospective purchaser, mortgagee, or lessee thereof, the Board shall furnish written evidence of the amount of the Assessment with respect thereto for the current year and the amount of any unpaid Assessment and interest, if any. Such evidence may be conclusively relied upon by any such party and by anyone furnishing any title evidence or opinion with respect to such Chargeable Parcel.

4.6 Enforcement of Lien. If any installment of the Assessment shall remain unpaid for a period in excess of (a) thirty (30) days after the due date or (b) in the event that bills therefor are mailed, thirty (30) days after the date on which bills are mailed, whichever is later, the Association shall give written notification of such nonpayment to the Owner and any first mortgagee of the Chargeable Parcel in question. Following the giving of such notice, 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 under the laws of Ohio. In any such enforcement proceeding, the amount which may be recovered by the Association shall include all costs of such proceeding, including reasonable attorney's fees. In any such foreclosure sale, the Association may become the purchaser.

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ARTICLE IV  
ADMINISTRATION OF ASSESSMENT

4.1 Payment. The Board shall have the power at any time to adopt such Billing, collection and payment procedures and payment time schedules as it shall deem appropriate as to the Assessment, to adopt different procedures and payment time schedules for different land use classifications, provided that such procedures shall be uniform within each classification, and, with regard to payment of the Assessment by Owners who are also members of another recreational, homeowners', or community services association, to adopt the procedures and payment time schedules utilized by such other association. Notwithstanding the above, the Assessment shall be paid in monthly installments due and payable in advance on the first day of each succeeding month unless, as to any year, the Board shall determine at its Fiscal Meeting that the Assessment shall be paid in less frequent installments. Each installment shall be paid within (a) 10 days after the due date or (b) in the event that bills therefor are mailed, 10 days after the date on which bills are mailed, whichever is later.

4.2 Interest. For each Chargeable Parcel as to which any installment of the Assessment is not paid within the period provided above for the payment thereof, there shall be added to the installment interest at the rate of six percent (6%) per annum on the amount of such installment until paid.

4.3 Personal Obligation. That portion of the Assessment, together with any interest thereon, payable by each Owner shall, for each year, constitute the personal obligation of the Owner of the Chargeable Parcel on the first of such year and shall remain the personal obligation of such Owner until paid.

4.4 Liens. If an installment of the Assessment on any Chargeable Parcel is not paid within the period provided in Section 4.1, the amount thereof together with any interest thereon shall constitute a lien on such Chargeable Parcel in favor of the Association prior to all other liens and encumbrances thereon whatsoever, excepting real estate taxes and assessments and liens of record in favor of the United States of America, the State of Ohio, and all other political subdivisions or governmental instrumentalities of the State of Ohio to the extent made superior by applicable law, the lien provided for in Section 3.07 of the Master Declaration, the lien of any first mortgagee who comes into possession of a Chargeable Parcel pursuant to mortgage foreclosure or by deed

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## ARTICLE V

PROCEDURE FOR THE WAIVER, REDUCTION,  
INCREASE OR TERMINATION OF THE ASSESSMENT

5.1 Fiscal Meeting. Annually, the Board shall hold a Fiscal Meeting to adopt a Budget for the Association for the following calendar year and to determine whether any of the Assessment for the following calendar year should be reduced or whether any of the Assessment should be terminated. In the year in which this Declaration shall become effective, the Fiscal Meeting shall be held on such date as the Board shall determine. Thereafter, the Fiscal Meeting shall be held between December 1 and December 15 of each year. Each Fiscal Meeting shall be open to all Owners.

5.2 Notice of Fiscal Meeting. Notice of the Fiscal Meeting shall be given by the Board to each member entitled to vote thereat either personally or by mail addressed to such member at his address appearing upon the membership book of the Association, at least fifteen (15) days (but not more than sixty (60) days) in advance of the date of the Fiscal Meeting. Such notice shall specify the place, date and hour of the Fiscal Meeting. Notwithstanding the foregoing, nothing shall prevent the members of the Association from establishing any other procedure for the notification of members of the Fiscal Meeting.

5.3 Waiver, Reduction, Increase or Termination.

(a) At any Fiscal Meeting, the Board may for the following calendar year reduce, waive or increase the Assessment figure as specified in Section 3.2; provided, however, that any increase in such figure to an amount in excess of the amount specified in Section 3.2 multiplied by a fraction, the numerator of which is the Consumer Price Index for the most recent month available as of the date of the Fiscal Meeting preceding such year, and the denominator of which is the Consumer Price Index for the month in which the Declaration is recorded, shall be subject to the approval by (i) 66-2/3% of the votes cast by the Class A Members who are voting in person or by proxy at a meeting duly called for such purpose at which a quorum is present, and (ii) if during the Development Period, the Developer voting in person or by proxy at such meeting. Every action taken by the Board pursuant to this Article in reducing, waiving or increasing the Assessment shall be governed by, and taken with reference to, the fiscal requirements of the Association for the following calendar year as reflected in the budget for that year adopted by the Board, which budget

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shall include provision for reasonable reserves for contingencies, replacements and working capital.

(b) At any Fiscal Meeting, the Board may terminate the Assessment; provided, however, that any action by the Board relating to the termination of the Assessment shall be taken only after the Board has determined that the Assessment is not needed for any of the purposes for which the Assessment has been established as set forth in Section 2.2.

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ARTICLE VI

ASSOCIATION MEMBERSHIP, ANNUAL MEETING AND BOARD

6.1 Members. During the Development Period, the Association shall have Class A Members (being all Owners except the Developer) and a Class B Member (the Developer). After the Class A Members are entitled to elect all the Board, the Class B membership shall terminate, and the Developer, if it is then an Owner, shall become a Class A Member and continue as such so long as it shall remain an Owner.

6.2 Voting Rights.

(a) Each Class A Member shall be entitled to one vote on each matter properly submitted to the Members for each Dwelling Unit located on his Parcel and owned by such Class A Member; provided that any Class A Member (i) with respect to whom a certification of Default has been issued by the Design Review Board under Section 6.14 of the Master Declaration, or (ii) who has been issued a notification of Default pursuant to Section 11.01 of the Master Declaration, or (iii) who has had his right or privilege of use and enjoyment of the Recreation Facilities suspended pursuant to Section 7.1, shall not be entitled to vote during any period in which any such Default or suspension continues; and further provided that if a Parcel shall be owned by more than one Owner, such Owners shall be deemed to constitute a single Class A Member as to such Parcel for purposes of this Article.

(b) The Class B Member shall have one vote.

The Board may make such rules, consistent with the terms of this Declaration and the Association articles and regulations, as it deems advisable with respect to any meeting of members, proof of membership in the Association, evidence of right to vote, the appointment and duties of inspectors of votes, registration of members for voting purposes, voting by proxy and other matters concerning the conduct of meetings and voting. If the Board shall so determine, voting on elections and other matters may be conducted by mail or proxy.

6.3 Board of Trustees. Until the first Annual Meeting, the initial Board shall consist of three Trustees elected by the Class B Member who shall serve until their respective successors are elected and qualified. At the first Annual Meeting, the membership of the Board shall expand to five Trustees. Thereafter the membership of the Board shall expand from five to seven Trustees as the number of Class A Members increases. Trustees need not be members of the Association.

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Development Period, or (c) December 31, 1981, all Trustees shall be elected by the Class A Members.

Notwithstanding anything above to the contrary, the Class B Member may, at any Annual Meeting, relinquish to the Class A Members the Class B Member's right to elect one or more trustees at such Annual Meeting pursuant to this Section 6.3.

6.4 Notice of Annual Meeting. Notice of the Annual Meeting shall be given by the Board to each member entitled to vote thereat either personally or by mail addressed to such member at his address appearing upon the membership book of the Association, at least fifteen (15) days (but not more than sixty (60) days) in advance of the date of the Annual Meeting.

Except as otherwise hereinafter provided and except for the initial Board of three, Trustees shall be elected for two-year terms of office and shall serve until their respective successors are elected and qualified. Any vacancy which occurs in the initial or any subsequent Board, by reason of death, resignation, removal, or otherwise, may be filled at any meeting of the Board by the affirmative vote of a majority of the remaining Trustees representing the same class of members who elected the Trustee whose position has become vacant. Any Trustee elected to fill a vacancy shall serve as such until the expiration of the term of the Trustee whose position he was elected to fill.

At the first Annual Meeting the Class B Member shall elect two Trustees for two-year terms and two Trustees for one-year terms. Thereafter at each Annual Meeting the Class B Member, so long as it continues a Class B Member, shall elect two Trustees for two-year terms.

At the first Annual Meeting, the Class A Members shall elect one Trustee for a two-year term. At the expiration of the term of such Trustee and at the expiration of the term of each successor of such Trustee, the Class A Members shall, at the Annual Meeting, elect a successor Trustee for a two-year term.

At the first Annual Meeting after the earlier of the date on which there are 125 or more Class A Members or December 31, 1979, the Class A Members shall elect a second Trustee for a two-year term unless such election coincides with the election of the first Trustee elected by the Class A Members, in which case the initial term of such Trustee shall be for one year. At the expiration of the term of such second Trustee and at the expiration of the term of each successor of such second Trustee, the Class A Members shall at the Annual Meeting elect a successor second Trustee for a two-year term.

At the first Annual Meeting after the earlier of the date on which there are 250 or more Class A Members or December 31, 1980, the Class A Members shall elect a third Trustee for a two-year term, unless such election coincides with the election of the second Trustee, in which case the initial term of such Trustee shall be one year. At the expiration of the term of such third Trustee and at the expiration of the term of each successor of such third Trustee, the Class A Members shall at the Annual Meeting elect a successor third Trustee for a two-year term.

After the earlier of (a) the date on which there are 375 or more Class A Members, (b) the termination of the

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(f) Such rights as the Board may have to grant easements or rights of way to any public utility corporation or public agency.

(g) Such rights as the Board may have consistent with Section 7.5 to convey or lease all or any part of the Recreation Facilities.

(h) All applicable provisions of valid agreements of the Association relating to the Recreation Facilities.

(i) All other easements, restriction and rights to which the Property is subject.

7.2 Subordination to Mortgage or Other Lien. The rights and privileges provided in this Article shall be subordinate to any mortgage or other lien given by the Association for the purposes of acquiring, improving or maintaining the Recreation Facilities.

### 7.3 Initial Recreation Facilities.

(a) Construction of and Expansion of Recreation Facilities. The Developer presently intends to construct upon a Parcel of the Property and pursuant to plans, specifications, and design to be determined by the Developer, two tennis courts and a swimming pool facility. Notwithstanding any provision to the contrary in Section 7.4(a) and 7.4(b), the Developer may at any time during the Development Period, in its sole discretion, without the necessity of any prior or other consent by FHA/VA, the Class A Members, the Board or the Association, or any other persons or entity, cause the hereinabove described initial Recreation Facilities to be expanded if the Developer determines additional Recreation Facilities are necessary to accommodate the Class A Members. Construction of such Recreation Facilities, including any expansion undertaken by the Developer, shall be funded entirely by the Developer out of its own funds or funds otherwise available to the Developer for such purpose and no part of the cost of such construction shall be paid by the Association or by any assessment of the Class A Members.

(b) No Guarantee of Construction of or Expansion of Recreation Facilities. The Developer does not warrant nor represent that the Initial Recreation Facilities will be constructed, or that they will be expanded by the Developer after construction. In the event the Developer determines to construct the initial Recreation Facilities, the Developer shall commence construction, no later than at such time as Certificates of Compliance (as provided for in the Master Declaration) for 150 Dwelling Units have been issued. The Developer may, however, commence construction of the initial Recreation Facilities prior

## ARTICLE VII

### RECREATION FACILITIES

7.1 Rights of Enjoyment in Recreation Facilities. Each Class A Member shall have a right and nonexclusive easement for use and enjoyment of the Recreation Facilities, and such right and easement shall be appurtenant to, and shall pass with the title of, his Parcel. Each Resident of a Parcel owned by a Class A Member shall have a nontransferable right to use and enjoy the Recreation Facilities which right shall terminate when such person ceases to have the status of a Resident. Such rights and privileges shall be subject, however, to the following:

(a) The right of the Board, with the approval of (i) 66-2/3% of the votes cast by the Class A Members who are voting in person or by proxy at a meeting duly called for such purpose at which a quorum is present, and (ii) if during the Development Period, the Developer voting in person or by proxy at such meeting, to borrow money for the purpose of constructing, equipping, improving and maintaining Recreation Facilities and in aid thereof to mortgage the Recreation Facilities.

(b) The right of the Board to adopt, enforce, and, from time to time, amend, reasonable rules and regulations pertaining to the use of the Recreation Facilities, including regulations limiting the number of guests of Owners and Residents who may use the Recreation Facilities at any one time.

(c) The right of the Board to establish and charge reasonable admission and other fees to Owners, Residents and guests for the use of any of the Recreation Facilities. Any such fee must be uniform among Owners and Residents.

(d) The right of the Board to suspend the right of any Owner or the privilege of any Resident to use the Recreation Facilities for any infraction of the rules and regulations relating to the Recreation Facilities for a period of not to exceed sixty (60) days for each infraction thereof.

(e) The right of the Board to suspend the right of any Owner and the privilege of each Resident claiming through such Owner to use the Recreation Facilities for the nonpayment or delinquency of the Assessment for a period not to exceed the period of such nonpayment or delinquency.

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to such time. If the Developer determines to construct or expand the Recreation Facilities, the Developer will use its best efforts to complete any such construction or expansion within eighteen (18) months after construction work has begun (subject to delays caused by strikes, shortages of material, governmental restrictions, weather conditions or other events or occurrences beyond the control of the Developer). Notwithstanding anything to the contrary herein, the Developer shall not be obligated to construct or expand any Recreation Facilities and may, based upon the sole discretion of the Developer, in making a determination as to whether to construct such Recreation Facilities, take into consideration the following factors: (i) whether the construction of the Recreation Facilities at the time of making the decision would be economically feasible in light of the then existing economic conditions; (ii) whether the Developer will have sufficient funds available for the purpose of constructing the Recreation Facilities; (iii) whether the Recreation Facilities, if constructed, will be adequately funded by the Assessment as provided in this Declaration. Other factors may be considered by the Developer.

(c) Conveyance of Recreation Facilities to the Association. Upon completing construction of the Recreation Facilities (or any addition or expansion thereto), the Recreation Facilities shall be conveyed by the Developer to the Association, to be owned, maintained and operated by the Association. The initial Recreation Facilities and the Parcel upon which they are constructed shall be conveyed to the Association by general warranty deed, free, clear and unencumbered except for easements, restrictions, real estate taxes and assessments not yet due and payable, the lien of the Declaration of Covenants, Conditions, Restrictions and Reservations of Landen Farm Community Services Association, Inc., the lien of this Declaration, and all other reasonable development restrictions and construction, utility and roadway easements (none of which shall materially inhibit the ability of the Association and the members to own, operate, maintain and enjoy the said Recreation Facilities). The Developer may reserve the right to enter upon the Recreation Facilities during the Development Period for the purpose of making additions, improvements or repairs thereto. Upon such conveyance, the Developer shall also deliver to the Association a bill of sale for personality and an affidavit of general contractor prepared pursuant to the Ohio Mechanic's Lien Law showing that all costs of construction of the Recreation Facilities have been paid in full.

### 7.4 Additional Recreation Facilities.

(a) In addition to the initial Recreation Facilities and any expansion thereof as described in Section 7.3, the Developer may from time to time, during the Development

Period, convey to the Association for nominal or other appropriate consideration, and the Association may accept conveyance of any Parcel owned by the Developer along with any structure, improvement, or other facility including related fixtures, equipment and furnishings located thereon, so long as such action, in the reasonable determination of the Federal Housing Administration and the Veterans Administration, shall not be inconsistent with the general plan which has been filed with and approved by the Federal Housing Administration, a copy of which is attached to the Master Declaration as Exhibit B, and such plan, if any, as may be approved by the Veterans Administration. If such determination shall not be made and communicated to the Association within sixty (60) days written notice to such agencies of the intended annexation, then such agencies shall be deemed to have conclusively determined that such action is not inconsistent with any such general plan. If either agency shall within said sixty (60) day period determine that such proposed action is inconsistent with any such general plans and communicate such finding to the Association within said period, then the written consent of 66-2/3% of the Class A Members shall be required for such action.

(b) The Association shall not construct any capital addition or capital improvement to the Recreation Facilities nor annex any additional Recreation Facilities (other than as provided in Section 7.3(a)) unless such addition, improvement or annexation shall have been authorized by the Board; provided, however, that if the cost to the Association of such addition or improvement shall exceed \$1,000, such addition or improvement (and any necessary increase in the Assessment) must also be approved by (i) 66-2/3% of the votes cast by the Class A Members who are voting in person or by proxy at a meeting duly called for such purpose at which a quorum is present, and (ii) if during the Development Period, the Developer voting in person or by proxy at such meeting.

7.5 Conveyance of Recreation Facilities to other than the Association. Upon authorization by the Board and upon the approval by (a) 66-2/3% of the votes cast by the Class A Members who are voting in person or by proxy at a meeting duly called for such purpose at which a quorum is present and (b) if during the Development Period, the Developer voting in person or by proxy at such meeting, the Association may at any time convey or lease all or a part of the Recreation Facilities to any public agency, authority, or utility including, without limitation, the Warren County Park District, or to any private entity upon such terms and conditions as shall be agreed upon by such agency, authority or utility, and the Board, including, without limitation, terms and conditions providing for the use of such Recreation Facilities by the public in general and terms and conditions pertaining to the maintenance and repair of such Recreation Facilities and the assessments of Owners, Residents

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or both for the costs of such maintenance and repair.

7.6 Maintenance and Management of Recreation Facilities. The Association shall provide for the management of all Recreation Facilities and shall keep all Recreation Facilities in such maintenance, repair and appearance as shall comply with the Maintenance Standards. The Association may fulfill this responsibility by contracting with any professional management company or the Developer (or an affiliate or associate of the Developer) for the management, maintenance and repair of the Recreation Facilities upon such terms and conditions including terms as to reasonable compensation as shall be agreed upon by the Association and the manager. Notwithstanding the foregoing, any such contract with the Developer or an affiliate or associate of the Developer shall (i) not exceed one year in duration, (ii) be terminable on thirty (30) days notice by either party, and (iii) be reviewable upon written request by the Federal Housing Administration and the Veterans Administration for reasonableness.

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Said easements or license shall incorporate and shall provide that the land of the Owner grantee shall be held, sold and conveyed subject to all covenants, conditions and restrictions and reservation of easements and liens provided for in this Declaration so far as they relate to use of Recreation Facilities, the Assessment, and all other applicable provisions.

Said easement (a) shall be and shall be construed as an easement appurtenant to the land and shall run with the land, (b) shall be binding upon the Developer, the Association and each Owner and all claiming under each Owner and (c) shall (regardless of whether or not any such beneficiary owns an interest in any Parcel) inure to the benefit of and be enforceable by (i) the Developer, (ii) the Association, and (iii) each Owner and all claiming under each Owner.

8.4 Membership in the Association. Owners of lands or Parcels benefited by, and subject to, an easement to enter upon and use and enjoy the Recreation Facilities shall be Class A Members of the Association.

8.5 Limitation of Use. Notwithstanding anything in this Declaration to the contrary, at no time shall there be more than 500 families using the Recreation Facilities.

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## ARTICLE VIII

COVENANT FOR STAGED DEVELOPMENT AND RESERVATION OF RIGHTTO GRANT NONEXCLUSIVE PERPETUAL EASEMENT OF ENJOYMENT

8.1 Staged Development. The Developer hereby reserves the right at any time within the Development Period to submit, make subject to or annex to this Declaration additional lands so long as such action, in the reasonable determination of the Federal Housing Administration and the Veterans Administration, shall not be inconsistent with the general plan annexed to the Master Declaration filed with and approved by the Federal Housing Administration, a copy of which is attached to the Master Declaration as Exhibit B, and such plan, if any, as may be approved by the Veterans Administration. If such determination shall not be made and communicated to the Association within sixty (60) days after written notice to such agencies of the intended annexation, then such agencies shall be deemed to have conclusively determined that such action is not inconsistent with any such general plan. If either agency shall within said sixty (60) day period determine that such proposed action is inconsistent with any such general plan and communicate such finding to the Association within said period, then the written consent of 66-2/3% of the Class A Members shall be required for such action.

8.2 Supplemental Declaration for Staged Development. Additional lands may be subjected, annexed or submitted to this Declaration by filing of record a supplemental declaration which shall incorporate and extend this Declaration to such lands. Owners of parcels subject to such supplemental declaration shall be Class A Members of the Association.

8.3 Nonexclusive Easement of Enjoyment. The Developer hereby reserves the right at any time within the Development Period to grant to Owners of land not subject to this Declaration or any supplemental declaration a nonexclusive perpetual easement or an easement, a license or a right, for a period of definite duration (e.g. six months, one year, two years etc., or successive periods until terminated by notice), to enter upon and use and enjoy the Recreation Facilities. Any right granted by the Developer to Owners (other than an easement) to use and enjoy the Recreation Facilities shall provide as a condition and obligation of the use that the Owner grantee pay the Assessment and that he and the Residents of his Dwelling Unit be bound by all of the provisions of this Declaration so far as they relate to use of the Recreation Facilities.

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## ARTICLE IX

DAMAGE OR DESTRUCTION OF RECREATION FACILITIES AND INSURANCE

9.1 Insurance of Recreation Facilities. The Association shall at all times keep all structures (exclusive of land, foundations, excavations, ditches, changes in grade of six inches or more and other items normally excluded from insurance coverage) owned by the Association insured against loss or damage by fire, lightning and such other perils as are at this time comprehended within the term "extended coverage" and including vandalism and malicious mischief, sprinkler leakage, debris removal, cost of demolition, windstorm and water damage in an insurance company authorized to do business in the State of Ohio in an amount not less than 100% of the current replacement cost thereof without deduction for depreciation; provided, however, that nothing in this Article shall be construed to require an Owner to maintain any hazard insurance on an individual Dwelling Unit or to pay any mandatory assessment for such purpose. The Association may also maintain such additional insurance coverage as may from time to time be required by holders of first mortgages. The named insured shall be the Association.

9.2 Provisions in Fire and Extended Coverage Insurance Policies. Every fire and extended coverage insurance policy purchased by the Association shall provide:

(a) For the release by the issuer thereof of any and all rights of subrogation or assignment in all causes and rights of recovery against the Association, any Owner, Member or his family, Owner's Tenant or other occupant of a structure for a recovery against any one of them for any loss occurring to the insured property resulting from any of the perils insured against under such insurance policy.

(b) That the insurer shall annually appraise structures and notify the Association of any under-insurance.

9.3 Public Liability Insurance. The Association shall insure itself, all Owners and their respective families and other persons residing with them in the property, and all persons lawfully in possession of or in control of any part of the Recreation Facilities 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 use of the Recreation Facilities. Such insurance shall afford protection to a limit of not less than \$1,000,000.00 with regard

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So bodily injury, disease, illness or death suffered by any one person and to the limit of not less than \$1,000,000.00 with regard to any one occurrence, and to the limit of not less than \$1,000,000.00 with regard to damage to, or destruction of, property arising out of any one accident.

9.4 Insurance Premiums. Insurance premiums for the policies referred to herein and for such other policies as the Association shall determine from time to time to be desirable shall be paid from Assessments established in Article VII.

9.5 Damage or Destruction and Restoration of Buildings.

(a) Sufficient Insurance. In the event a structure owned by the Association, or any portion thereof, shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies carried by the Association insuring against such loss or damage and payable by reason thereof shall be sufficient as determined by the Board to pay the cost of repair, restoration or reconstruction, then such repair, restoration or reconstruction may, with concurrence of the mortgagee of such structure, if any, be undertaken by the Association and the insurance proceeds may be applied by the Association in payment therefor, subject, however, to the provisions of Section 9.6 herein.

(b) Insufficient Insurance or Uninsured Casualty. In the event that a structure owned by the Association, or portion thereof, shall suffer damage or destruction from any cause which is not insured against or if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, such repair, restoration or reconstruction shall be considered a capital improvement and shall be subject to the provisions of Articles II and VII.

9.6 Procedure for Reconstruction, Restoration and Repair. As soon as reasonably possible after a casualty causing damage or destruction to a structure owned by the Association, the Association shall proceed to restore, repair or reconstruct the structure, subject to the provisions of this Declaration and the Master Declaration, to at least substantially the same condition in which the structure existed immediately prior to the casualty.

All plans and specifications for such reconstruction, repair and restoration shall be subject to approval as provided in the Master Declaration.

Specific procedures for reconstruction, restoration

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ARTICLE X  
ENFORCEMENT

10.1 Remedies. Nothing contained in this Declaration shall be deemed to affect or limit the rights of the Developer, the Association, any Owner or Resident, or Tenant, or their legal representatives, heirs, devisees, successors or assigns, by appropriate judicial proceedings, to enforce the Restrictions, or recover damages for any Default. It is hereby 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.

10.2 No Waiver. The failure of the Developer, the Association, any Owner, Resident, or Tenant or their legal representatives, heirs, devisees, successors or assigns, in any one or more instances, to insist upon compliance with any of the Restrictions, or to exercise any right or privilege conferred in this Declaration, shall not constitute or be construed as the waiver of such or any similar Restriction, right or privilege, including the right to cure Default, but the same shall continue and remain in full force and effect as if no such forbearance had occurred.

10.3 Rules and Regulations. The Board may adopt and enforce, and from time to time amend, reasonable rules and regulations regarding the administration, interpretation and enforcement of the Restrictions.

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and repair not provided for in this Article, elsewhere in this Declaration or any amendments thereto, or in the Master Declaration or any amendments thereto shall be determined by the Board from time to time.

9.7 Notice to First Mortgagees. The Association will notify any First mortgagee of a Parcel who requests the same, in the event that the Recreation Facilities shall be damaged in an estimated amount exceeding \$10,000.00.

9.8 Payment by First Mortgagees of Obligations and Reimbursement for Same. In the event that the Association shall (a) default with regard to payment of taxes or other obligations which may become a charge against the Recreation Facilities, or (b) fail to pay premiums for insurance in accordance with this Article IX, and shall not in good faith contest liability for payment of same, first mortgagees of Parcels shall, upon prior written notice to the Association of intent to do so, jointly or severally have the right to pay such amounts, whereupon such participating first mortgagees shall be entitled to reimbursement from the Association for payment of such amounts.

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ARTICLE XI

DURATION, AMENDMENT AND TERMINATION

11.1 Duration. The Restrictions shall be covenants running with the land and shall bind the Property and every Parcel thereof, and shall (regardless of whether any such beneficiary owns an interest in any Parcel) inure to the benefit of and be enforceable by, the Developer, the Association and each Owner, Resident and Tenant and their legal representatives, heirs, devisees, successors and assigns, and shall continue in full force and effect for twenty (20) years from the date on which this Declaration is Recorded, provided however, that if the Developer shall not convey a Parcel to the Association prior to December 31, 1982, the Restrictions shall terminate on such latter date. Thereafter, the Restrictions shall be automatically renewed for successive ten-year periods unless amended or terminated as provided in this Article.

11.2 Amendment or Termination. Any provision of this Declaration may be amended in whole or in part or terminated by a recorded instrument executed by at least 90% of the Owners of all Parcels if on or prior to December 31, 1986, and 75% of the Owners of all Parcels if thereafter; provided, however, that any such amendment or termination shall become effective only with the written consent of the Developer, if during the Development Period.

The Secretary of the Board shall determine whether the persons who have signed any instrument of amendment or termination of this Declaration constitute at least 90% of the Owners of all Parcels (or 75% of such Owners if after December 31, 1986) and the Developer if during the Development Period and such determination shall be conclusive. Promptly after any amendment or termination of any part of this Declaration, the Secretary of the Board shall cause to be recorded (a) the written instrument of amendment or termination, (b) the written consents required herein, and (c) the certificate of the Secretary of the Board that at least 90% (or 75% if applicable) of the Owners and the Developer, if during the Development Period, have signed such instrument.

The Association shall maintain such copies filed with it by the Secretary of the Board as a permanent record and shall make copies thereof available to any Owner at a reasonable cost.

Notwithstanding anything above to the contrary, this Declaration may be amended without the vote of Owners by a written instrument executed by the Association for the purpose of (a) eliminating any typographical or other inadvertent error herein, or (b) eliminating or resolving any ambiguity herein.

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ARTICLE XII

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. Except as otherwise provided in Sections 5.2 and 6.4, any notice required or permitted to be given to an Owner or Resident by the Association pursuant to the provisions of this Declaration shall be deemed given when mailed by United States mail, postage prepaid, addressed to his last address as it appears on the records of the Association.

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

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

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

12.6 Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural, and vice versa.

12.7 Notice to and Rights of First Mortgagees. All notices and documents required to be provided to Class A Members or Owners under this Declaration or under the Articles of Incorporation or Regulations of the Association shall, upon prior written request by the holder of a first mortgage on any Parcel, be provided to such first mortgagee at the same time as provided to Class A Members or Owners.

Any holder of a first mortgage on any Parcel may designate a representative to attend any meeting of Class A Members.

Upon prior written request, the Association will furnish to any holder of a first mortgage on any Parcel notice

of (a) termination of the Development Period, (b) any material amendment to the Declaration, Articles of Incorporation or Regulations of the Association, or (c) the effectuation of any decision by the Association to terminate professional management and assume self-management of the Recreation Facilities.

The holder of a first mortgage shall have the same right to inspect books and records of the Association as the Owner of the Parcel subject to such mortgage.

12.8 Consent of First Mortgagees. Notwithstanding compliance with the other provisions of this Declaration with regard to such actions, unless at least 75% of the first mortgagees (based upon one vote for each first mortgage) of Parcels have given their prior written approval, the Association shall not be entitled to:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any Recreation Facilities having a fair market value of more than \$1,000.00 as determined by the Board. The granting of easements for public utilities or for other public purposes consistent with the intended use of such property by the Association shall not be deemed a transfer within the meaning of this clause;

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

(c) amend any provision of Articles VI, VII or VIII of the Declaration;

(d) fail to maintain fire and extended coverage on insurable Recreation Facilities in accordance with Section 9.1;

(e) use hazard insurance proceeds for losses to any Recreation Facilities for other than the repair, replacement or reconstruction of such improvements.

12.9 FHA/VA Approval. During the Development Period, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties (in accordance with the provisions of Section 8.1), dedication of Recreation Facilities, and amendment of this Declaration; provided, however, that notwithstanding any provision in this Declaration requiring the consent or a determination of the Veterans Administration, and/or the Federal Housing Administration such consent or determination shall not be required in the event that the Veterans Administration and/or the Federal Housing Administration shall not approve the Property (as a planned unit development

or otherwise) for participation in Veterans Administration and/or Federal Housing Administration financing programs.

12.10 Conflict. In the event of a conflict between the Restrictions or any one or more of them and the restrictions of any Declaration which may be recorded subsequent to this Declaration, or the Restrictions in the Master Declaration, the more restrictive restriction, covenant, condition, easement or other obligation shall control.

IN WITNESS WHEREOF, Kanter-Landen Farm, Inc. and Towne-Landen Farm, Inc., being the partners of the Developer, the Subdeveloper and the Mortgagee have caused this Declaration to be executed by their duly authorized officers as of the day and year first above written.

LANDEN FARM COMPANY an Ohio Partnership

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

Robert E. Wildemuth, President
Mary J. Conn

KANTER-LANDEN FARM, INC., an Ohio Corporation Partner
By Robert E. Wildemuth, President

TOWNE-LANDEN FARM, INC., an Ohio Corporation Partner

Robert E. Wildemuth, President
Mary J. Conn

By Neil K. Bortz, President
Lambert Agin, Vice-President

STATE OF OHIO )
COUNTY OF HAMILTON ) SS:

The foregoing instrument was acknowledged before me this 30th day of June, 1978 by ROBERT E. WILDEMUTE, President of KANTER-LANDEN FARM, INC., an Ohio corporation, on behalf of the corporation and NEIL K. BORTZ, President and LAMBERT AGIN, Vice President of TOWNE-LANDEN FARM, INC., an Ohio corporation, on behalf of said corporation, General Partners of LANDEN FARM COMPANY, a partnership, on behalf of the partnership.

Robert E. Wildemuth, Notary Public
ROBERT S. MUHN, Notary Public, State of Ohio

Daniel E. Salley  
Mauris Mulvan

HOME FEDERAL SAVINGS ASSOCIATION, Mortgagee  
an Ohio Corporation.  
By Daniel E. Salley  
Daniel E. Salley, Vice President  
By Thomas J. Sicking  
Thomas J. Sicking, Ass't. Vice President

THE CENTRAL TRUST COMPANY, N.A., Mortgagee  
By Dennis H. Eaton  
Dennis H. Eaton, Ass't. Cashier  
By Ruth R. Ludwig  
Ruth R. Ludwig, Ass't. Secretary

Paul M. Muller  
Marie Tabe

STATE OF OHIO )  
                  ) SS:  
COUNTY OF HAMILTON)

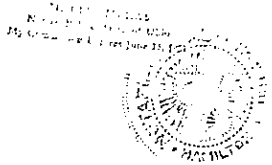
STATE OF OHIO )  
                  ) SS:  
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 29th day  
of June, 1978, by Daniel E. Salley, Vice President  
and Thomas J. Sicking, Ass't. Vice President, of Home Federal Savings  
Association, an Ohio corporation, on behalf of the corporation.

The foregoing instrument was acknowledged before me this 30th day  
of June, 1978, by Dennis H. Eaton, Ass't. Cashier, and  
Ruth R. Ludwig, Ass't. Secretary, The Central Trust Company, N.A., on  
behalf of the Association.

Mauris Mulvan  
Notary Public

Jacqueline Webb  
Notary Public



JACQUELINE WEBB  
Notary Public, State of Ohio  
My Commission Expires July 18, 1978

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EXHIBIT A

PARCEL NUMBER ONE *OK*

Located in Sections 21 and 22, Town 4, Range 2, M.R.S.,  
Deerfield Township, Warren County, Ohio, and being all of Lots numbered  
2 through 10, 15, and 18 through 26, of Landen Farms Three, Section 2,  
of Record Plan, Landen Farms Three, Section Two, recorded in Plat Book  
8, Pages 83 and 84, Warren County, Ohio, Recorder's Office.

PARCEL NUMBER TWO *OK*

Located in Section 22, Town 4, Range 2, M. R. S., Deerfield  
Township, Warren County, Ohio, and being all of Lots numbered 1 through  
3, 5 through 8 and 10 through 14 of Strawberry Hill, Section One, of  
Record Plan, Strawberry Hill, Section One, recorded in Plat Book 9,  
Pages 65 and 66, Warren County, Ohio, Recorder's Office.

PARCEL NUMBER THREE *OK*

Located in Section 22, Town 4, Range 2, M.R.S., Deerfield  
Township, Warren County, Ohio, and being all of Lots numbered 1 through  
23 and 26 through 58, of Strawberry Hill, Section Two, of Record Plan,  
Strawberry Hill, Section Two, recorded in Plat Book 9, Pages 78 and 79,  
Warren County, Ohio, Recorder's Office.

*7 should be 15*

PARCEL NUMBER FOUR *OK*

Located in Sections 16 and 21, Town 4, Range 2, M.R.S.,  
Deerfield Township, Warren County, Ohio, and being all of lots numbered  
23, 33, 34, 49, 66, 67, 69, 71 and 72, of Landen Farms One, of Record  
Plan, Landen Farms One, recorded in Plat Book 7, Pages 95-97, Warren  
County, Ohio, Recorder's Office.