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I HAVE READ, UNDERSTOOD AND ACCEPTED THIS DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE CREEK AT STONE RIDGE SUBDIVISION AS
ADDITIONAL DEED RESTRICTIONS.

Witness

Buyer

THIS DECLARATION IS PART OF THE CREEK AT STONE RIDGE SECTION ELEVEN
RECORDED IN PLAT BOOK 62 PAGE 17

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
FOR
THE CREEK AT STONE RIDGE SUBDIVISION

THIS INSTRUMENT PREPARED BY:

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BOOK 3168 PAGE 910

DECLARATION

TABLE OF CONTENTS

RECITALS	1
DECLARATIONS	2
ARTICLE I	
DEFINITIONS	2
1.01 General	2
1.02 Additional Property	2
1.03 Amendment and/or Amendments	2
1.04 Annual Assessments	2
1.05 Articles and/or Articles of Incorporation	2
1.06 Association	2
1.07 By-Laws	2
1.08 Common Expenses	2
1.09 Construction Standards	3
1.10 Declarant	3
1.11 Declaration	3
1.12 Design Review Committee	3
1.13 Design Standards	3
1.14 Development Period	3
1.15 Dwelling Unit	3
1.16 Eligible First Mortgagee	3
1.17 Exhibit	3
1.18 First Mortgagee	3
1.19 Lot	3
1.20 Majority of Owners	3
1.21 Managing Agent	3
1.22 Member	3
1.23 Occupant	3
1.24 Organizational Documents	3
1.25 Owner	4
1.26 Person	4
1.27 Plat	4
1.28 Plat Restrictions	4
1.29 Property	4
1.30 Quorum	4
1.31 Recorded	4
1.32 Special Individual Lot Assessment	4

ARTICLE II		
DESCRIPTION OF PROPERTY		4
2.01	General.....	4
2.02	Subdivision.....	4
2.03	Replat.....	4
ARTICLE III		
ASSOCIATION.....		5
3.01	Organization	5
3.02	Membership	5
3.03	Voting Rights	5
3.04	Administration of Property	5
3.05	Board of Trustees	5
3.06	Declarant's Rights	5
3.07	Delegation to Managing Agent	5
3.08	First Meeting	6
ARTICLE IV		
EASEMENT(S).....		6
4.01	Easements for Repair, Maintenance and Restoration	6
4.02	Easement for Telephone, Utilities and Cable Television	6
4.03	Easement for Surface Water.....	6
4.04	Easement for Street Monuments.....	6
4.05	Consent to Easements	7
4.06	Maintenance of Easements.....	7
4.07	Easements Shall Run With Land	7
4.08	Access Easements.....	7
ARTICLE V		
ASSESSMENTS.....		7
5.01	Creation of Lien and Personal Obligation of Assessments	7
5.02	Purpose of Annual Assessment	8
5.03	Owner's Share of Annual Assessments	8
5.04	Preparation of Estimated Budget	8
5.05	Fiscal Year Option	8
5.06	Reserve for Contingencies and Replacements	9
5.07	Budget for First Year	9
5.08	Failure to Prepare Annual Budget	9
5.09	Books and Records of the Association	9
5.10	Commencement of Assessments	9
5.11	Payment of Assessments	10

5.12	Declarant's Obligations to Pay Assessments.....	10
5.13	Special Individual Lot Assessment.....	10
5.14	Abandonment.....	10

ARTICLE VI

REMEDIES FOR NON-PAYMENT OF ASSESSMENT.....	10
---	----

6.01	Late Charges.....	10
6.02	Lien of Association.....	10
6.03	Priority of Association's Lien.....	11
6.04	Dispute as to Common Expenses.....	11
6.05	Non-Liability of First Mortgagee for Past Due Assessments.....	11
6.06	Liability for Assessments Upon Voluntary Conveyance.....	11

ARTICLE VII

REMEDIES FOR BREACH OF COVENANTS AND RESTRICTIONS.....	11
--	----

7.01	Abatement and Enjoinment.....	11
7.02	Assessment for Violation of Restrictions	11

ARTICLE VIII

MAINTENANCE.....	12
------------------	----

8.01	Association.....	12
8.02	Owner.....	12
8.03	Annual Assessments.....	12

ARTICLE IX

LIABILITY AND OTHER INSURANCE.....	12
------------------------------------	----

9.01	Liability Insurance.....	12
9.02	Other Insurance.....	12
9.03	Notice of Cancellation or Substantial Changes.....	13
9.04	Annual Review.....	13

ARTICLE X

AMENDMENT.....	13
----------------	----

10.01	General.....	13
10.02	Declarant's Rights.....	13
10.03	Right of First Refusal.....	13
10.04	Amendment Affecting Declarant's Rights.....	14
10.05	Mortgage or Mortgagee.....	14
10.06	Restriction Not Subject to Amendment.....	14

ARTICLE XI

ARCHITECTURAL AND BUILDING CONTROL AND RESTRICTIONS.....	14
--	----

11.01	General.....	14
11.02	Design Review Committee.....	14
11.03	Approved Builders.....	15
11.04	Approval of Plans.....	15
11.05	Items Precedent to Beginning Construction.....	15
11.06	Variances Granted by the Design Review Committee.....	15
11.07	Variances Granted by Declarant.....	16
11.08	Construction Period; Lien.....	16
11.09	Prohibited Activity.....	16
11.10	Rubbish.....	16
11.11	Containment of Rubbish.....	16
11.12	Vehicles.....	16
11.13	Animals, Pets.....	17
11.14	Signs.....	17
11.15	Cutting of Timber.....	17
11.16	Specific Restrictions and Design Standards.....	18

ARTICLE XII
ANNEXATION.....18

12.01	Contemplated Annexation by Declarant.....	18
12.02	Reservation of Right to Annex Additional Property.....	18
12.03	Reservation of Right to Amend Declaration.....	18
12.04	Consent and Approval for Annexation Amendments.....	18
12.05	Power of Attorney Coupled with an Interest.....	18

ARTICLE XIII
GENERAL.....19

13.01	Covenants Running With Land.....	19
13.02	Enforcement.....	19
13.03	Service of Process.....	19
13.04	Natural Gas Tap-In Fee.....	20
13.05	Severability.....	20
13.06	Gender and Grammar.....	20
13.07	References.....	20
13.08	Compliance with Requirements.....	20

BOOK 3168 PAGE 914

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, creating covenants, conditions and restrictions, is made on the date hereinafter set forth by **STONE RIDGE DEVELOPMENT, LTD.**, an Ohio limited liability company, hereinafter referred to as "Declarant", under the circumstances summarized in the following Recitals that utilize capitalized terms as defined in Article I of this Declaration.

RECITALS:

A. Declarant is the owner of the Property and it is the desire and intent of the Declarant to develop the Property into a single-family residential community consisting of Lots on which Dwelling Units are to be constructed.

B. Declarant contemplates submitting Additional Property to the provisions hereof by an Amendment.

C. Declarant desires to establish a plan of covenants, conditions, restrictions and private assessments to provide for:

- (i) the Preservation of the values and amenities in the Property;
- (ii) the compliance with all zoning and similar governmental regulations;
- (iii) the promotion of health, safety and welfare of all owners (the "Owners") of lots created from the subdivision of the Property (each a "Lot");
- (iv) the preservation, beautification and maintenance of the Property and all structures thereon;
- (v) the preservation and promotion of environmental qualities; and
- (vi) the establishment for development of the Property of requirements relating to land use, architectural features and site planning, to enhance the preservation of the values and amenities in the Property.

To accomplish these ends, Declarant is making this Declaration and has formed the Association to enforce and administer the provisions hereof.

D. The Property is part of The Creek at Stone Ridge Subdivision.

BOOK 3168 PAGE 915

Buyer Initials

DECLARATIONS:

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

ARTICLE I DEFINITIONS

- 1.01 **General**. The following terms used herein are defined as hereinafter set forth. The singular, wherever used, shall be construed to mean the plural when applicable.
- 1.02 **Additional Property** shall mean property adjoining the Property, which the Declarant owns and/or has a right to acquire and which, together with improvements thereon, may be added to the Property.
- 1.03 **Amendment and/or Amendments** shall mean an instrument executed with the same formalities of the Declaration and Recorded for the purpose of amending the Declaration, the By-Laws or any other Exhibits.
- 1.04 **Annual Assessments** shall mean those assessments levied and assessed against all Owners for the purpose of paying the Common Expenses.
- 1.05 **Articles and Articles of Incorporation** shall mean the articles filed with the Secretary of State of Ohio incorporating the Association as an Ohio not-for-profit corporation under the provisions of Chapter 1702 of the Ohio Revised Code as the same may be lawfully amended from time to time.
- 1.06 **Association** shall mean THE CREEK AT STONE RIDGE Owner's Association, Inc., an Ohio not-for-profit corporation, its successors and assigns.
- 1.07 **By-Laws** shall mean the By-Laws of the Association, which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702 of the Ohio Revised Code.
- 1.08 **Common Expenses** shall mean those costs and expenses set forth in Section 5.02.

BOOK 3168 PAGE 916

- 1.09 **Construction Standards** shall mean the standards or criteria set forth in Exhibit "B" and any amendments thereto.
- 1.10 **Declarant** shall mean Stone Ridge Development, Ltd., an Ohio limited liability company, or Robert D. Abernathy, its designated agent.
- 1.11 **Declaration** shall mean this instrument and, unless the context prohibits, any and all Amendments hereto.
- 1.12 **Design Review Committee** shall mean the committee created and established pursuant to Article XI for the purposes stated therein.
- 1.13 **Design Standards** shall mean the standards or criteria set forth in Exhibit "A" and any amendments thereto.
- 1.14 **Development Period** shall mean a period of time ten (10) years from the date on which this Declaration is Recorded, or when the Declarant voluntarily relinquishes control of the Association, or when Declarant has sold all of the Lots to Owners, whichever first occurs.
- 1.15 **Dwelling Unit** shall mean a building and other improvements situated upon a Lot designed and intended for the use and occupancy by a person or persons as a single family private residence.
- 1.16 **Eligible First Mortgagee** shall mean any First Mortgagee who has provided the Association with written notice of its right to receive notices or other information from the Association.
- 1.17 **Exhibit** shall mean any document or instrument attached to the Declaration.
- 1.18 **First Mortgagee** shall mean the holder of any valid Recorded mortgage on the Property.
- 1.19 **Lot** shall mean those parcels of real property on which Dwelling Units are to be constructed.
- 1.20 **Majority of Owners** shall mean those Owners holding fifty-one percent (51%) of the voting power of the Association.
- 1.21 **Managing Agent** shall mean a person or entity retained or employed by the Association to act as a manager or managing agent for the Association.
- 1.22 **Member** shall mean an Owner that is subjected hereto.
- 1.23 **Occupant** shall mean any Person who resides in a Dwelling Unit.
- 1.24 **Organizational Documents** shall mean this Declaration, the Articles, the By-Laws and the Plat Restrictions, including any amendments thereto.

- 1.25 **Owner** shall mean the Owner of any Lot on which Dwelling Units have been or are to be constructed thereon and for purposes thereof shall include any Builder.
- 1.26 **Person** shall mean a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- 1.27 **Plat** shall mean a Recorded plat or subdivision of the Property and any amendments thereto.
- 1.28 **Plat Restrictions** shall mean any covenants, conditions or restrictions set forth in the Plat.
- 1.29 **Property** shall mean the real property subject to this Declaration as described in Section 2.01.
- 1.30 **Quorum** shall mean the presence in person or by proxy of a Majority of Owners.
- 1.31 **Recorded** shall mean the filing with the Recorder of Warren County, Ohio.
- 1.32 **Special Individual Lot Assessment** shall mean those assessments levied and assessed against a particular Owner pursuant to Section 5.13.

ARTICLE II

DESCRIPTION OF PROPERTY

- 2.01 **General.** The Property is described as follows, with one (1) Dwelling Unit constructed or to be constructed on each Lot:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "C"

- 2.02 **Subdivision.** No Lot shall be further subdivided except by Declarant prior to conveying title to an Owner.
- 2.03 **Replat.** An Owner of any two or more adjacent Lots may, at their sole cost and expense, combine such Lots into a single Lot. Owner shall be responsible for filing an amendment to the plat of THE CREEK AT STONE RIDGE reflecting the Lot combination with the Warren County Recorder. The Owner of such combined Lot shall be considered to own only one Lot for all purposes.

ARTICLE III **ASSOCIATION**

- 3.01 **Organization.** The Association was formed as an Ohio not-for-profit corporation pursuant to the provisions of Chapter 1702 of the Ohio Revised Code, by the filing of its Articles with the Secretary of State of Ohio. On the date of its incorporation, the Association duly adopted a set of administrative operating rules called By-Laws. The By-Laws of THE CREEK AT STONE RIDGE Homeowners' Association, Inc. are attached hereto.
- 3.02 **Membership.** Each Owner, upon acquisition of title to a Lot, shall automatically become a Member of the Association. Membership is appurtenant to and shall not be separated from ownership of a Lot. Such membership shall terminate upon the sale or other disposition by such Member of his Lot ownership, at which time the new Owner automatically shall become a Member of the Association. When more than one (1) Person is an Owner of a Lot, all such Persons shall be Members.
- 3.03 **Voting Rights.** Each Owner shall be entitled to the number of votes in the affairs of the Association that equals the number of Lots owned by that Owner. If such Lots are owned by more than one Person, each such Person shall have a fraction of a vote equal to his, her or its undivided interest in that Lot.
- 3.04 **Administration of Property.** The administration of the Property shall be in accordance with the provisions of the Organizational Documents. Each Owner, tenant or occupant of a Lot shall comply with the provisions of the Organizational Documents and the decisions and resolutions of the Association or its representative.
- 3.05 **Board of Trustees.** The Board of Trustees elected as provided by the By-Laws shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, the Organizational Documents, except as otherwise specifically provided; provided, however, that in the event any such power, duty or right shall be deemed exercisable or dischargeable by or vested in a member of the Board of Trustees he shall be deemed to act in such capacity to the extent required to authenticate his acts and to carry out the purposes of the Organizational Documents.
- 3.06 **Declarant's Rights.** During the Development Period the powers, rights, duties and functions of the Association shall be exercised by a Board of Trustees selected by Declarant. Declarant reserves the right to relinquish such right to control at any time.
- 3.07 **Delegation to Managing Agent.** The Association may delegate all or any portion of its authority to discharge its responsibility to a Managing Agent, subject to the limitations that:

- (a) Any such delegation is by a written contract with a term of not longer than one (1) year in duration.
- (b) That any such contract is terminable by either party without cause upon sixty (60) days written notice without any termination charges or other penalties.
- (c) That any such contract entered into by the Declarant prior to the time it releases or relinquishes control of the Association shall terminate when the Declarant releases or relinquishes such control unless such contract is renewed by a vote of the Unit Owners at the meeting called for purposes of turning over control of the Association.

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

ARTICLE IV EASEMENT(S)

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

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

4.03 Easement for Surface Water. Any Lot area designated for the natural flow of surface water shall be at all times kept free from any obstruction to such natural flow of surface water. No Owner that has a natural spring on his Property shall dam, alter, pollute or in any way change its present configuration or flow. Further, no Owner shall dam up or block the flow of any ravine or any natural runoff without the approval of the Design Review Committee and the approval of Warren County Engineers.

4.04 Easement for Street Monuments. Declarant reserves for the benefit of Declarant, all Owners, occupants of Lots and the Association easements for street monuments and any other monuments or markers installed for the use and benefit of Owners and occupants of Lots, which such easements shall be more particularly described and located in subsequent amendments to this Declaration. No improvement may be placed on any part of any Lot that

will materially impede the free and normal use of those easements. Declarant reserves the right and easement for itself, its successors and assigns, to enter upon the easement areas in order to install, maintain, repair, use and/or replace such monuments and markers. Declarant, its successors and assigns, shall carry liability insurance protecting against damage to such monuments and markers and the related easement area. The easements and rights granted and/or reserved in this Declaration are easements appurtenant, running with the land which comprises a part of the Property, perpetually in full force and effect.

- 4.05 **Consent to Easements.** Each Owner hereby grants, and the transfer of title to an Owner shall be deemed to grant, the Declarant and/or the Association an irrevocable power of attorney to execute, acknowledge and record, for and in the name of such Owner and his mortgagee or mortgagees, such instruments as may be necessary to effectuate any easements granted or reserved by the Declarant and/or the Association in this Article.
- 4.06 **Maintenance of Easements.** Each Owner shall be responsible for the maintenance of the easement area on their Lot. Any improvements made on or under any easement shall be made at the risk of the Owner of the Lot on which such improvements are made, and in no case shall any improvements, alteration or construction upon such easement be made without the approval of the Engineer of Warren County, Ohio.
- 4.07 **Easements Shall Run With Land.** All easements and rights described are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Declarant and any Owner, purchaser, mortgagee, and any other person having an interest in the Property or any part or portion thereof. Failure to refer specifically to any or all of the easements described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said easement but same shall be deemed conveyed or encumbered along with the Lot.
- 4.08 **Access Easements.** No Lots in THE CREEK AT STONE RIDGE subdivision shall be used for access to adjoining grounds by vehicular traffic except for those that are indicated for future access on the THE CREEK AT STONE RIDGE Preliminary Design Plan. Access by farm machinery and/or garden equipment shall be allowed for agricultural purposes only.

ARTICLE V

ASSESSMENTS

- 5.01 **Creation of Lien and Personal Obligation of Assessments.** For each Lot owned within the Property, Declarant hereby covenants and each Owner by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay the Association: (a) Annual Assessments; and (b) Special Individual Lot Assessments, such assessments to be established and collected as hereinafter provided. Such assessments,

together with interest, costs and reasonable attorneys' fees shall be the personal obligation of each Owner.

5.02 Purpose of Annual Assessment. The Annual Assessments shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Property and the enforcement of these restrictions. The assessments shall include, without limitation, the following Common Expenses:

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

5.03 Owner's Share of Annual Assessments. Each Owner's share of the Annual Assessment shall be equal to a fraction; the numerator of which is the total number of Lots owned by such Owner; the denominator of which is the total number of all Lots on the Property. As Additional Property is subjected to this Declaration, the denominator shall be increased by the number of Lots on such Additional Property at the time of filing an Amendment hereto adding such Additional Property. The initial amount shall be Three Hundred Fifty Dollars (\$350.00) per Lot per year.

5.04 Preparation of Estimated Budget. On or before January 31st of the following year, the Association shall prepare an estimate of the total amounts necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reserve for contingencies and replacements. On or before February 28th, each Owner shall be notified in writing as to the amount of such estimate, with reasonable itemization thereof. On or before the date of the annual meeting in each calendar year, the Association shall supply to all Owners an itemized accounting of the maintenance expenses actually incurred for the preceding calendar year, together with a tabulation of the amounts collected pursuant to the estimate provided; and showing the net amount over or short of the actual expenditures plus reserves.

5.05 Fiscal Year Option. In lieu of the calendar year format, the Board of Trustees may elect to adopt a fiscal year. In such event, the requirement for the preparation of the estimated budget shall be the first day of the month immediately preceding the beginning of such fiscal year and notices of such estimate shall be forwarded on or before the 15th day of such month.

In such event, assessments shall commence on the first day of the fiscal year and payments shall be adjusted accordingly.

- 5.06 **Reserve for Contingencies and Replacements.** The Association shall build up and maintain a reasonable reserve for contingencies and replacement. Extraordinary expenditures not originally included in the annual estimate that may be necessary for the year shall be charged first against such reserve. If said estimated cash requirement proves inadequate for any reason, including non-payment of any Owner's assessment, the same shall be assessed to the Owners according to each Owner's share of the assessments. The Association shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefore and such further assessment shall become effective within ten (10) days after the delivery or mailing of such notice of further assessment. All Owners shall be obligated to pay the adjusted amount.
- 5.07 **Budget For First Year.** When the first Board of Trustees hereunder takes office, the Association shall determine the estimated cash requirement, as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31st of the calendar year in which such election occurs.
- 5.08 **Failure to Prepare Annual Budget.** The failure or delay of the Association to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves as herein provided, whether the same shall be determined. In the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the maintenance charge at the existing rate established for the previous period until the maintenance payment which occurs more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.
- 5.09 **Books and Records of the Association.** The Association shall keep correct and complete books and records of account, specifying the receipts and expenditures relating to common receipts and expenses, together with records showing the allocation, distribution and collection of the common profits, losses, and expenses among and from the Owners, and minutes of the proceedings of the Owners and Board of Trustees. Such books and records shall be open for inspection by any Owner or any representative of an Owner duly authorized in writing, at reasonable times and upon request by an Owner. If, by terms of a first mortgage, an Owner has authorized such mortgagee to inspect such books and records, the presentation to the secretary of the Association by a representative of such mortgagee a copy of the mortgage containing such authorization shall constitute written authorization of such inspection. Upon ten (10) days notice to the Board of Trustees and upon payment of a reasonable fee, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.
- 5.10 **Commencement of Assessments.** Annual Assessments shall begin with respect to each Lot on the date on which the deed transferring title to such Lot from Declarant to an Owner is

Recorded. On such date the amount payable shall be a pro-rated amount determined as of such date until the next payment date. Additionally, a \$200.00 fee is due to amortize the "start-up" expenses of the Association.

- 5.11 **Payment of Assessments.** Annual Assessments shall be payable in monthly installments commencing on the 1st day of each month or a quarterly, semi-annual or annual basis, as determined by the Board of Trustees.
- 5.12 **Declarant's Obligations to Pay Assessments.** Notwithstanding any provisions hereof, Declarant shall have no obligation to pay annual Assessments for the Lots owned by it; except that Declarant will pay to the Association an amount equal to the difference between the actual operating expenses of the Association and the aggregate of the yearly assessments paid by the Owners, other than Declarant. Declarant's obligation to pay said deficiency shall cease when Declarant relinquishes control of the Board of Trustees, at which time Declarant shall pay the yearly assessment for each Lot owned by it.
- 5.13 **Special Individual Lot Assessment.** Notwithstanding anything to the contrary herein, if the Association shall incur any cost or expense for or on account of any item of maintenance, repair or other matter directly or indirectly occasioned or made necessary by any wrongful or negligent act or omission of any Owner, such cost or expense shall be borne by such Owner and not by the Association, and if paid by the Association shall be paid or reimbursed to the Association by such Owner as a Special Individual Lot Assessment.
- 5.14 **Abandonment.** No Owner may exempt himself from liability for his contribution toward the Common Expenses by the abandonment of his Lot.

ARTICLE VI

REMEDIES FOR NON-PAYMENT OF ASSESSMENT

- 6.01 **Late Charges.** If any assessment is not paid within ten (10) days after the same has become due the Board of Trustees, at its option and without demand or notice, may charge a late charge not to exceed \$30.00 and/or interest on any unpaid balance at the rate of 12% per annum.
- 6.02 **Lien of Association.** The Association shall have a lien upon the estate or interest in any Lot of the Owner thereof for the payment of the portion of the assessments chargeable against such Lot which remain unpaid for 10 days after the same have become due and payable from the time a certificate therefore subscribed by the President of the Association is Recorded pursuant to authorization given by the Board of Trustees. Such certificate shall contain a description of the Lot, the name(s) of the record Owner thereof and the amount of such unpaid portion of the assessments. Such lien shall remain valid for a period of five (5) years from the time of filing, 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 the final

judgment or order of the Court in an action brought to discharge such lien as herein after provided.

- 6.03 **Priority of Association's Lien.** The lien provided for herein shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of First Mortgagees which have been filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association. In any such foreclosure action, the Owner(s) of the Lot affected shall be required to pay a reasonable rental for such Lot during the pendency of such action and the Plaintiff in such action is entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Association shall be entitled to become a purchaser at the foreclosure sale.
- 6.04 **Dispute as to Common Expenses.** Any Owner who believes that the portion of assessments chargeable to his Lot for which a certificate of lien has been filed by the Association has been improperly charged against him or his lot, may bring an action in the Court of Common Pleas for Warren County, Ohio, for the discharge of such lien.
- 6.05 **Non-Liability of First Mortgagee for Past Due Assessments.** When a First Mortgagee acquires title to a Lot as a result of foreclosure of a lien, such First Mortgagee shall not be liable for the share of assessment by the Association chargeable to such Lot that become due prior to the acquisition of title to such Lot. Such unpaid share of assessments shall be deemed to be assessments collectible from all of the Lots, including that of such First Mortgagee.
- 6.06 **Liability for Assessments Upon Voluntary Conveyance.** In a voluntary conveyance of a Lot the grantee of the Lot shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the grantor and his Lot for his share of the assessments up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee and his mortgagee shall be entitled to a statement from the Board of Trustees setting forth the amount of all unpaid and current assessments against the grantor due the Association, and such grantee shall not be liable for nor shall the Lot conveyed be subject to a lien for any unpaid assessments made by the Association against the grantor in excess of the amount set forth in such statement for the period reflected in such statement.

ARTICLE VII

REMEDIES FOR BREACH OF COVENANTS AND RESTRICTIONS

- 7.01 **Abatement and Enjoinment.** The violation of any provision of the Organizational Documents shall give the Board of Trustees the right to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

- 7.02 **Assessment for Violation of Restrictions.** Any breach of the restrictions in Article XI which are not corrected within forty-eight (48) hours of notification, shall be subject to a One Thousand Dollar (\$1,000.00) fine per occurrence, payable to the Association, which may be secured by liens placed on the lot according to this Declaration.

ARTICLE VIII **MAINTENANCE**

- 8.01 **Association.** The Association shall make all necessary replacements to all street signs, stop signs and speed limit signs in conformity with any applicable requirements by Clearcreek Township/Warren County. The Association shall be responsible for the expense of grass cutting of all vacant areas of ground anywhere in the development.
- 8.02 **Owner.** The Owner of each Lot shall make all necessary repairs and replacements to his Dwelling Unit and shall maintain his Lot and all improvements thereon. All Owners shall be responsible for the cutting of their own grass all the way to the edge of the blacktopped road. Any Lots that are not cut and kept in a neat appearance on a regular basis shall be cut by a commercial operation retained by the Association, and the resulting bill shall become the responsibility of the Owner. If, after being notified of the bill, the Owner does not pay within thirty (30) days, the Association shall have the right to file a lien on the Lot. The Owner shall be responsible for the Association's legal costs related to the filing and releasing the lien.
- 8.03 **Annual Assessments.** The Owner of each Lot shall be responsible for the payment of Annual Assessments for Community Expenses as set forth in the Master Declaration.

ARTICLE IX **LIABILITY AND OTHER INSURANCE**

- 9.01 **Liability Insurance.** The Association, as a Common Expense, shall insure itself, the Board of Trustees, all Owners and Members of their respective families and other persons residing with them in the Property, their tenants and all persons lawfully in the possession or control of any Dwelling Unit, 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 destruction of property occurring upon, in or about, or arising from the Common Area, for such insurance to afford protection to a limit of not less than One Million Dollars (\$1,000,000.00) in respect to bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to any one occurrence, and to the limit of not less than One Hundred Thousand Dollars (\$100,000.00) in respect to damage to or destruction of property arising out of any one accident. Such policy shall not insure against liability for personal injury or property damage arising out of or relating to the individual Lots or Dwelling Units located thereon.

- 9.02 Other Insurance.** As a Common Expense, the Association shall obtain such insurance as the Board of Trustees considers necessary, including without limitation, fidelity bonds for anyone who either handles, or is responsible for funds held or administered by the Association. The amount of such fidelity bond shall be equal to, at a minimum, the maximum funds that will be in the custody of the Association at any time such bond is in effect. In addition, such fidelity bond coverage must equal one-quarter (1/4) of the Annual Assessments, together with the reserve funds, if any.
- 9.03 Notice of Cancellation or Substantial Changes.** Any insurance coverage obtained by the Association shall contain a provision requiring the insurer to notify the Association and any mortgagee named in the mortgage clause, if applicable, in writing of the cancellation or a substantial change or coverage at least ten (10) days prior to such cancellation or substantial change.
- 9.04 Annual Review.** The amounts and coverage of each insurance policy obtained by the Association shall be reviewed annually.

ARTICLE X **AMENDMENT**

- 10.01 General.** Except as otherwise provided in Paragraph 10.02 herein, this Declaration and the By-Laws may be amended only with the approval of Owners exercising not less than seventy-five percent (75%) of the voting power of the Association. Any such Amendment shall be in writing and effective on the date when it is Recorded. Such Amendment must be executed with the same formalities as this Declaration and must refer to the recording information of the Declaration.
- 10.02 Declarant's Rights.** Notwithstanding the foregoing, Declarant hereby reserves the right and power, and each Member by acceptance of a deed to a Lot is deemed to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with title to a Lot and is irrevocable during the Development Period, to amend this Declaration and any Plat and to execute any and all documents deemed necessary or desirable by Declarant to conform to its present or future development plans, to correct scrivener, typographical and drafting errors, to conform to the requirements of any lending institution, and to make any future requirements and covenants as to THE CREEK AT STONE RIDGE Subdivision, which in its sole discretion of Declarant and/or its Designated Agent, Robert D. Abernathy, believe to be in the best interest of the development so long as such amendment does not unduly restrict Owners' development or marketable rights.
- 10.03 Right of First Refusal.** Any Amendment attempting to or giving the Association or any Owners a right of first refusal on the sale, transfer or other disposition of a Lot shall contain a provision exempting such right of first refusal as to any Lot, the title of which is obtained by a First Mortgagee pursuant to remedies provided in the mortgage, or foreclosure of the

mortgage, or a deed to such mortgage in lieu of foreclosure. Notwithstanding any provision hereof, this provision and the requirement herein cannot be amended without unanimous consent of all Owners and First Mortgagees.

- 10.04 Amendment Affecting Declarant's Rights.** Any Amendment affecting or attempting to affect the Declarant's rights in the Declaration must be consented to by the Declarant in writing. These rights include, without limitation, the right to control the Association, the right to add Additional Property.
- 10.05 Mortgage or Mortgagee.** Any Amendment that adversely affects the value, priority or security of any mortgagee of record shall require the written consent of such mortgagee of record. Any Amendment affecting the underwriting requirements of any mortgagee shall require the written consent of such mortgagee and also F.H.L.M.C. or F.N.M.A., if required by such mortgagee. Any Amendment of language specifically referring to mortgagees shall require the written consent of all mortgagees of record.
- 10.06 Restriction Not Subject to Amendment.** Nothing to the contrary, no Amendments shall be executed by the Association, as to Sections 4.03, 11.03, 11.06, 11.07, 13.04 and these sections and the rights described shall run with the land, in perpetuity and in full force and effect, and at all times inuring to the benefit of and be binding on the Declarant, the Association, any Owners, purchasers, mortgagees, and any other person having an interest in the Property or any part or portion thereof.

ARTICLE XI

ARCHITECTURAL AND BUILDING CONTROL AND RESTRICTIONS

- 11.01 General.** No building, swimming pool, tennis court, fence, wall, patio, deck or other structure or improvement shall be commenced, erected or maintained on the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, color, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Trustees, or by an architectural committee known as the Design Review Committee, composed of three (3) or more representatives appointed by the Board of Trustees. In the event said Board of Trustees or its designated committee fail to approve or disapprove such design and location within fourteen (14) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.
- 11.02 Design Review Committee.** During the Development Period the rights, powers and functions of the Board of Trustees or its delegated committee as set forth in Section 11.01 shall be exercised by Declarant or its representative. Declarant reserves the right to

relinquish such right to the Board of Trustees at any time during the Development Period, at its sole discretion. The Design Review Committee shall consist of Robert D. Abernathy, as Declarant's designated member and agent, a registered architect or design consultant experienced in residential design whom shall be initially selected by Robert D. Abernathy, Declarant's Designate Member of the Design Review Committee, and a landscape architect or consultant experienced in residential landscaping whom shall be initially selected by Robert D. Abernathy, Declarant's Designate Member of the Design Review Committee, and/or their successors and assigns. The architect and landscape consultant shall serve on the Design Review Committee until either removed by Robert D. Abernathy or until the Association has been established. At that time the Association shall select the architect and landscape consultant.

11.03 Approved Builders. Declarant, at its sole discretion, has the right to approve or disapprove any proposed builder for the construction of a single-family residence and/or accessory buildings. Builders must have prior experience, a reputation for quality workmanship and willingness to perform work according to deed restrictions of the proposed construction in order to be approved. Declarant's approval should be obtained prior to submission of Owner's plans to the Design Review Committee, provided, however, that if the Declarant fails to approve or disapprove such builder within ten (10) days after the builder has been submitted in writing for approval, such approval shall not be required. Declarant's approval of any given builder is not a representation or warranty to the Owner regarding the builder's experience, quality of workmanship or financial capability and the Owner shall have no claim against Declarant for any failures of the Owner's builder. Approval of a builder on a different lot, previously, does not represent future approval of the same builder on another lot.

11.04 Approval of Plans. All Owners must submit final architectural plans and a to-scale site plan showing the location of the house, driveway, prospective drainage for the property, and septic field in relationship to the street and the surrounding Lots. Site drainage plans may be formal, grading or diagrammatic. All drainage shown shall be directed to common swales, detention basins or storm systems. In no event will any drainage be permitted to be directed to neighboring properties. In addition, a to-scale drawing of the landscaping plan must be submitted. A fee of One Hundred Dollars (\$100) for the building plan and Seventy-Five Dollars (\$75) for the landscaping plan must accompany the plan submission. When plans are submitted to the Design Review Committee for review, the Owner must rough stake the Lot and mark any significant trees that have to be removed.

11.05 Items Precedent to Beginning Construction. The Owner/Builder must have obtained prior builder approval and have in his possession a set of signed and approved building plans, and a signed and approved site layout showing the exact location of the house, drive, and all other improvements. Construction Standards are attached hereto as Exhibit "B", and shall apply to all Owners, contractors, laborers and materialmen.

BOOK 3168 PAGE 929

- 11.06 **Variances Granted by the Design Review Committee.** The Design Review Committee shall have the authority to grant reasonable variances from the above requirements. No variance shall materially adversely affect any other part of THE CREEK AT STONE RIDGE. No variance granted pursuant to this authority constitutes a waiver of any other provision of the Declaration as applied to any other party or any other Lot. All provisions of the Declaration not affected by the grant of a variance shall continue to apply with full force and effect to the Lot for which the variance is granted.
- 11.07 **Variances Granted by Declarant.** Declarant shall have the right in perpetuity to grant variances from the restrictions on the Lots that it owns, prior to and after control of the Association as been turned over to the Owners. Variances granted by Declarant shall not materially adversely affect any other part of THE CREEK AT STONE RIDGE.
- 11.08 **Construction Period; Lien.** All construction commenced on any Lot must be completed within eighteen (18) months after the plans and specifications have been approved by the Design Review Committee, subject to delays caused by acts of God, strikes, lock-outs, or labor disputes. The other Owners of the development shall have the right, either individually or collectively, to remove from the Lot any building not completed within the allotted time, provided the Owner of the Lot is not proceeding with diligence to complete construction of same. The Owner of the Lot, by acceptance of his or her deed, consents in advance to such removal and to pay on demand the costs thereof, which costs shall be deemed to be a lien on the Lot from the date such removal is commenced.
- 11.09 **Prohibited Activity.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done, placed, or stored thereon which may be or may become an annoyance or nuisance to the neighborhood, or occasion any noise or offensive odor which might disturb the peace, comfort, or serenity of the occupants of neighboring Lots. In addition, no house trailers, cabins, tents, metal storage sheds, or other outbuildings are permitted on any Lot, other than those permitted herein, nor is any basement, garage or outbuildings of any kind to be used as a temporary or permanent residence.
- 11.10 **Rubbish.** The Lot and all improvements located thereon shall be kept in good order and repair, in a safe, clean and attractive condition, and maintained in a first class manner. No accumulations of garbage, trash or other debris shall be permitted on the Lot.
- 11.11 **Containment of Rubbish.** No such lot shall be used or maintained as a dumping ground for refuse or garbage or the like. When the houses are complete, all residents are required to use a standard garbage container (which can be leased or purchased) from any of the large waste contractors. No containers of a smaller size shall be used for any reason. All containers shall be removed from public view within twenty-four (24) hours of being emptied by the waste contractor.
- 11.12 **Vehicles.** No worn out, discarded automobiles, machinery or vehicles, or parts thereof shall be stored on any Lot and no part thereof shall be used for automobile junk piles or the

storage of any kind of junk or waste material. Boats, trailers, motorcycles, recreational vehicles, jet skis, vans, vehicles to be restored or vehicles not used on a regular basis, or other similar items must be kept free from public view and must be parked within a garage or screened parking area. Temporary storage of boats and trailers for no more than fourteen (14) days while in the state of transfer, etc. shall be allowed.

11.13 Animals, Pets. No animals, livestock or poultry of any type shall be kept, except dogs, cats and other domestic household pets provided they are not kept, bred, boarded or maintained for any commercial purpose, and further provided that pit bulls shall not be kept. No more than three (3) household pets may be kept on any Lot. Owners shall take such measures as are necessary to prevent their pets from straying onto other Owners' Lots:

11.14 Signs. The following signs shall be permitted on lots:

1. Temporary signs installed by Declarant at the main entryways;
2. Temporary signs installed by Declarant identifying the approved Builders;
3. "Build to Suit" signs on vacant Lots owned or under the control of an approved Builder; or
4. Real Estate or Builder signs on a home for sale.

No "For Sale" or "Sold" signs are permitted on any vacant Lot. No signs can remain in front of any newly constructed residence for more than sixty (60) days after an occupancy permit is issued for the residence and the residence is occupied.

No advertising signs, billboards or other advertising devices shall be erected on or inside any premises that is for sale, including invisible dog fence signs. No personal signs of any kind shall be allowed on the Property after the Owner's purchase of a Lot, e.g. "Harry's Hideaway", "Serene Acres", etc.

No additional signs of any kind, including financing signs, subcontractor's signs, supplier signs, shall be allowed on any building site. During this construction period, it is the responsibility of the Builder to inform all of the subcontractors and suppliers to not erect any of those signs. If signs are not removed within forty-eight (48) hours of notification, the Builder and/or Owner shall be subject to a One Thousand Dollar (\$1,000) fine, per occurrence, payable to the Association, which may be secured by liens placed on the Lot according to this Declaration.

The Declarant may designate the development for a "Parade of Homes" or "Homearama" and for the period designated for commencement of the "Parade of Homes" or "Homearama" until after it is completed, notwithstanding any covenant hereinabove

relating to signage, these provisions may be waived as to the area designated for the "Parade of Homes" or "Homearama."

- 11.15 **Cutting of Timber.** No owner or anyone acting for or on behalf of the Owner shall cut or remove more than five percent (5%) of any timber from any Lot unless such cutting or removal is necessary to clear a portion of such Lot to construct a building, to remove dead or diseased trees, or to protect a building from potential damage in the event of windstorm. No commercial logging or dragging activities shall be permitted on any Lot. No logs/timber cut for any reason on any Lot shall be sold, bartered or traded. No timber may be removed from any homesite prior to thirty (30) days before the start of construction. In the event a swimming pool or tennis court is planned, the Owner must consult with the Design Review Committee to arrive at a plan where the least amount of damage is done to any wooded areas. It is intended that every effort is to be made to save trees, even in the leach field areas. Leach field trenches should be dug with a trencher as opposed to a backhoe wherever possible.
- 11.16 **Specific Restrictions and Design Standards.** Notwithstanding the foregoing, the restrictions and/or covenants set forth in the Design Standards, attached hereto as Exhibit "A", shall apply to the improvements on the Property as described therein.

ARTICLE XII **ANNEXATION**

- 12.01 **Contemplated Annexation by Declarant.** Declarant contemplates submitting the Additional Property to the provisions of this Declaration so that the same will become in all respects part of the Property.
- 12.02 **Reservation of Right to Annex Additional Property.** Declarant hereby reserves the right at any time during the Development Period to take the action so contemplated in submitting the Additional Property and to develop thereon a maximum number of additional Lots equal to that permitted under applicable zoning ordinances so that the same will become in all respects part of the Property.
- 12.03 **Reservation of Right to Amend Declaration.** Declarant hereby reserves the right to amend this Declaration in the manner hereinafter provided in such respects as Declarant may deem advisable in order to effectuate the generality of the foregoing, the right to amend this Declaration so as to include the Additional Property and the improvements constructed thereon as part of the Property.
- 12.04 **Consent and Approval for Annexation Amendments.** Declarant, on its own behalf as the Owner of all Lots in the Property and on behalf of all subsequent Owners, hereby consents and approves, and each Owner and his mortgagee, by accepting a deed conveying such ownership, or a mortgage encumbering such interest, as the case may be, hereby consents

and approves the provisions of this Article, and all such Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to effectuate said provisions.

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

ARTICLE XIII

GENERAL

- 13.01 Covenants Running With Land.** The covenants, conditions, restrictions, easements, reservations, liens and charges created by this Declaration shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Property, and their respective heirs, executors, administrators, successors and assigns, for a term of fifty (50) years from the date this Declaration is Recorded, after which time it shall automatically extend for successive periods of ten (10) years, unless amended as hereinafter provided.
- 13.02 Enforcement.** It is hereby declared that irreparable harm will result to the Declarant and the beneficiaries of these restrictive covenants by reason of violation of the provision thereof or default in the observance thereof and therefore each beneficiary (including all Owners) and the Association, shall be entitled to relief by way of injunction or specific performance to enforce the provisions of these restrictive covenants as well as any other relief available at law. In addition to any other remedies provided in this Declaration, Declarant, the Association or any Member shall have the right to enforce, by any proceeding at law or in equity, plus monetary damages to compensate for harm prior to obtaining relief by injunction or specific performance and costs for breach of any restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein now or hereafter imposed by or through the Organizational Documents. Failure by Declarant, the Association or by any Member to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restrictions, condition, covenant, reservation, easement lien or charge. The Association shall not deliberately refuse to enforce the provisions hereof or discontinue operations, or attempt to

terminate its operation without giving thirty (30) days prior written notice to all Eligible First Mortgagees.

- 13.03 Service of Process.** The person to receive service of process for the Association until the president of the Association is elected shall be Robert D. Abernathy. After a president is elected who is an Owner, his or her name and address (and that of each successor) shall be filed with the State of Ohio on such forms as are prescribed for the subsequent appointment of a statutory agent for an Ohio nonprofit corporation.
- 13.04 Natural Gas Tap-In Fee.** Any homeowner that does not tap into the natural gas line provided by the public utility within eight (8) years of the filing of the plat for that particular section shall pay to Declarant a fee of One Thousand Seven Hundred Eighty Dollars (\$1,780). If the line is not tapped into or the fee is not received by Declarant within eight (8) years, then Declarant shall have the right to file a lien on the Lot and seek specific performance for the payment thereof.
- 13.05 Severability.** Invalidation of any one (1) or more of these covenants, conditions, restrictions or easements by judgment or court order shall not in any way affect any other provisions hereof, all of which shall remain in full force and effect.
- 13.06 Gender and Grammar.** Any necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships or individuals, male or female, shall in all cases be assumed as though in each case fully expressed herein.
- 13.07 References.** Unless otherwise specified, all references to a particular Article or Section shall refer to such Article or Section of the Declaration.
- 13.08 Compliance with Requirements.** The Declaration and the plan of ownership created hereby, has been created and is existing in full compliance with all applicable requirements of local, state and all other applicable ordinances and laws.

BOOK 3168 PAGE 934

Stone Ridge Development, Ltd. has caused this instrument to be executed this 18th day of July, 2003.

STONE RIDGE DEVELOPMENT, LTD

By: Donald C. Wright

Its: sole member

STATE OF OHIO

COUNTY OF WARREN

SS:

The foregoing instrument was acknowledged before me this 18th day of July, 2003, by Donald C. Wright of Stone Ridge Development, Ltd., an Ohio limited liability company, on behalf of the company.



Karel E. Dixon
Notary Public

KAREL E. DIXON, Notary Public
In and for the State of Ohio
My Commission Expires Mar. 3, 2007

This Instrument prepared by:

James R. Mitchell
Attorney at Law
Chernesky, Heyman & Kress P.L.L.
10 Courthouse Plaza SW, Suite 1100
Dayton, Ohio 45402

105830.1

BOOK 3168 PAGE 935

DCW
Buyer Initials

EXHIBIT "A"

THE CREEK AT STONE RIDGE SUBDIVISION DESIGN STANDARDS

1.0 GENERAL

- 1.1 The capitalized terms herein, unless otherwise specified, shall mean and be defined as set forth in the Declaration of Covenants, Conditions and Restrictions for The Creek at Stone Ridge. Said document is therein defined and hereinafter referred to as the "Declaration."
- 1.2 The purpose of these Design Standards is twofold. First, to establish certain criteria and guidelines for a Dwelling Unit and other improvements on the Property. Second, to establish a procedure and requirement for the plans and specifications to be submitted to the Design Review Committee.

2.0 DWELLING UNIT REQUIREMENTS

- 2.1 The living area of a Dwelling Unit constructed on any Lot shall not be less than 2,400 square feet of finished living area for a one-story house and not less than 2,800 square feet of finished living area for a two-story house, excepted as modified by the Design Review Committee. For purposes of computing such minimum square footage, the square footage of the basement (finished or not), garage, attic, porches and decks shall not be considered.
- 2.2 All garages shall be attached to the Dwelling Unit and have space for a minimum of two cars and not more than three cars. Side entry ingress and egress is required, unless otherwise approved by the Design Review Committee.
- 2.3 All Dwelling Units on a Lot shall have a building setback of at least one hundred (100) feet back from the existing right-of-way and not closer than twenty-five (25) feet from any side property line. Variances from these setback requirements may be approved by the Design Review Committee.

3.0 FOUNDATION

- 3.1 The foundation walls of such house shall consist of poured concrete and such foundation walls shall be stepped to ground elevation.
- 3.2 All basement walls will be a minimum of nine (9) feet in height.

4.0 WALKWAYS

- 4.1 All walkways shall be constructed of concrete or brick and be a minimum of three (3) feet wide.

5.0 DRIVEWAYS

- 5.1 All driveways shall be constructed of concrete, asphalt, colored, stamped or brick. The Design Review Committee shall review all colored driveways for blended effect.
- 5.2 All of the culvert pipes for driveways must be concrete and the culvert pipe must be recessed so it is not visible. All headwalls as depicted in Exhibit A-1 must be made of Latham Limestone and must be even with the grade of the ground. The headwalls must never be higher than the elevation of the ground or the driveway.

6.0 SIDING

- 6.1 Siding shall be natural wood, brick, stone, dryvit or a combination thereof. No processed wood material, pressed or particleboard materials shall be incorporated into the structure (except as roof sheathing, sub-siding or sub-flooring). Only non-processed wood materials shall be used on the exterior of any house. No composite wood material (i.e., Innerseal) shall be used on the exterior of any house. If cedar is used, only pre-primed cedar shall be used. In no case shall any 4 x 8 sheathing of any kind be used on the exterior. No log cabins are permitted. Fiber cement board, such as "Hardi Plank", is allowed to be used in the development.
- 6.2 No aluminum, vinyl or plastic siding of any nature may be incorporated into the construction. Only ridge vents that have cap shingles over them, such as "Everflo", shall be permitted by the Design Review Committee.

7.0 ROOFS

- 7.1 All roofing material must be medium dark to dark color, or grays and browns. No white. Minimum of 25 year dimensional shingles, wood shakes, slats, or tile are permitted. Standing seam metal may be used if approved by the Design Review Committee.
- 7.2 All roof pitches shall be at a minimum 7/12.
- 7.3 Only low profile skylights are allowed where they are visible from the street. The location and type of skylight shall be approved by the Design Review Committee.

8.0 GUTTERS AND DOWNSPOUTS

- 8.1 No unpainted aluminum gutters are permitted.

9.0 FIREPLACE CHIMNEYS

9.1 In all cases, masonry fireplace chimneys are preferred. Wood fireplace chimneys may be approved by the Design Review Committee, depending on their location as they are viewed from the street or by adjacent houses. Majestic Traditional Chase Termination, #TT200C caps or equivalent shall be used (Exhibit B-1).

9.2 Painted and galvanized metal chimney caps shall not be used.

10.0 WINDOWS

10.1 Wood sash windows are mandatory. Exterior maintenance-free cladding is permitted. The specifications shall contain a description of the windows.

11.0 EXTERIOR DOORS

11.1 All exterior doors shall be natural wood or metal.

12.0 GARAGE DOORS

12.1 All garage doors shall be natural wood or metal.

13.0 LANDSCAPING

13.1 At a minimum, all Lots will be required to have three (3) two inch (2") caliper trees planted in the front yards and have the front foundations of the home landscaped. In cases where the Lots are totally wooded, the tree planting may be substituted for other types of landscaping, to be approved by the Design Review Committee. All Lots that are not totally wooded must be fully seeded or sodded by a professional landscaping company. When Lots are seeded, at least eight (8) pounds of perennial grass must be used per one thousand (1,000) square feet and the ground fully covered.

13.2 The Design Review Committee may require certain minimum requirements for additional landscaping.

13.3 Satellite dishes are allowed only in the rear of the Lot. All dishes must be out of view of the public or adjoining properties and sufficiently screened.

13.4 All swing sets and other structures such as children's play devices and similar such equipment shall be kept to the rear of the Lot and totally shielded from public view.

13.5 All the mailboxes in the subdivision shall conform to the details and specifications outlined in Exhibit C-1.

14.0 EXTERIOR LIGHTING

- 14.1 Every house shall have a carriage light and post at least six (6) feet in height at the right-of-way line except for Lots 33, 5, 6, 14 and 15. These are flag Lots and the post driveway light can be put anywhere the Owner wishes as long as it is past the narrow flag area where the Lot starts to widen.
- 14.2 No post lights of any kind shall be allowed along the narrow flag area; however, ground level lights to illuminate the driveway are allowed but not required. The carriage light shall remain lit during all hours of darkness on all Lots excepts Lots 33, 5, 6, 14 and 15.

15.0 SWIMMING POOLS

- 15.1 In ground swimming pools are permitted in the side or rear yard only. No above ground pools are permitted. All swimming pools must be approved by the Design Review Committee before commencing construction.

16.0 FENCING

- 16.1 Fences may be permitted on the rear yards subject to prior approval by the Design Review Committee. In general, no barricade-type fence over four (4) feet high shall be allowed and all studs for fences must be on the inside of the fence. Fences higher than four (4) feet but no higher than six (6) feet shall be allowed around swimming pools, hot tub areas that need privacy, but have to be approved on a case-by-case basis.
- 16.2 No chain link fences shall be permitted.

17.0 ACCESSORY STRUCTURES

- 17.1 Any outbuildings must be specifically approved by the Design Review Committee and must be on poured concrete or block foundations that are constructed of the same materials and finished in the same manner as the main structure.
- 17.2 Dog kennels shall be put to the rear of any house and screened from adjoining properties.
- 17.3 No accessory structures requiring footers or concrete floors or excavation for amenities will be allowed without the specific approval of the Warren County Health Department.

18.0 SEPTIC SYSTEM/DRAINAGE

- 18.1 All Lots at The Creek at Stone Ridge need a specific house layout approved by the Warren County Health Department for the maximum use of the Lot for building area. Three Hundred (300) feet of leach lines per bedroom is the minimum required.

- 18.2 All drainage pipes of any kind, to include pipes for septic aeration and curtain drains, must be kept below ground level. Where they exit at the surface, **THEY MUST BE CUT OFF BELOW THE SURFACE, CAPPED, AND COVERED WITH STONE** so that the lines will leach properly but will not be visible.
- 18.3 All drainage pipes of any kind must be run all the way to the front of the Lot to the roadside ditch or to the rear of the Lot. No pipes shall be run to the sides of Lots where it can drain onto a neighbor.
- 18.4 No sprinkler systems are allowed to be installed through or over septic system leach fields.

EXHIBIT "B"

THE CREEK AT STONE RIDGE CONSTRUCTION STANDARDS

1. All Owners must submit final architectural plans and a to-scale site plan showing the location of the house, driveway, and septic field in relationship to the street and the surrounding Lots. In addition, a to-scale drawing of the landscaping plan must be submitted. A fee of One Hundred Dollars (\$100) for the building plan and Fifty Dollars (\$50) for the landscaping plan must accompany the plan submission. When plans are submitted to the Design Review Committee for review, the Owner must rough stake the Lot and mark any significant trees that have to be removed. The maximum review time for a set of plans after the initial submission shall be ten (10) working days. If written approval is not received within ten (10) working days, builder must send a fax to Atelier Design and to Declarant stating that the plans were not approved on time and he is proceeding with construction.

All submissions for architectural review should go directly to:

Atelier Design
Attn: Roger Gullickson
1045 Centerville-Station Road
Centerville, OH 45459
937-433-0252

All landscaping design submissions should go directly to:

Envision-Works, Inc.
Mr. Eric Sauer
2211 S. Dixie Drive, #301
Dayton, OH 45409
937-396-1134

2. Items precedent to the beginning of construction:
 - A. The Owner/Builder must have obtained prior builder approval and have in his possession a set of signed and approved building plans, landscape plans, and a signed and approved site layout showing the exact location of the house, drive, and all other improvements.
 - B. The house and improvements must be finally staked and the builder must have approved in writing by the Design Review Committee
 - C. A driveway culvert of a size and elevation approved by the County Engineer must be installed in the driveway and parking area, and MUST BE COVERED WITH

ENOUGH GRAVEL SO THAT MUD IS NOT TRACKED ONTO THE ROADWAY.

- D. A Port-O-John has to be on site.
- E. A dumpster of sufficient size to handle all of the debris so there is never any overflowing shall be delivered to the site.

After items A thru E are completed, Lot clearing and construction can begin.

- 3. No burning of construction material is permitted. Construction waste must be removed from the building site in a timely manner so as not to create an eyesore or present a hazard to adjacent Lot Owners.
- 4. When the builder or Owner takes title to the Lot, the title holder shall become responsible for all for the roadside ditch, bale blocking, sedimentation problems, etc.
- 5. Owners or builders in violation of any regulations or restrictions will be verbally notified. If any situation is not corrected immediately, they will receive written notice by certified mail, personal delivery, or facsimile from the job superintendent of the development pointing out the specific problems. If these are not cured within four (4) working days, the Association shall have the right to fine the builder One Thousand Dollars (\$1,000) payable to the Association. If the builder fails to pay the fine within ten (10) days of the original written notification, the Association shall have the right to file a lien on the Lot. The builder shall be responsible for reimbursing the Association the cost of filing such lien and/or collecting on the lien.
- 6. All construction commenced on any Lot must be completed within eighteen (18) months after the plans and specifications have been approved by the Design Review Committee, subject to delays caused by acts of God, strikes, lock-outs, or labor disputes. The other Owners of the development shall have the right, either individually or collectively, to remove from the Lot any building not completed within the allotted time, provided the Owner of the Lot is not proceeding with diligence to complete construction of same. The owner of the Lot, by acceptance of his or her deed, consents in advance to such removal and to pay on demand the costs thereof, which costs shall be deemed to be a lien on the Lot from the date such removal is commenced.

99112.1

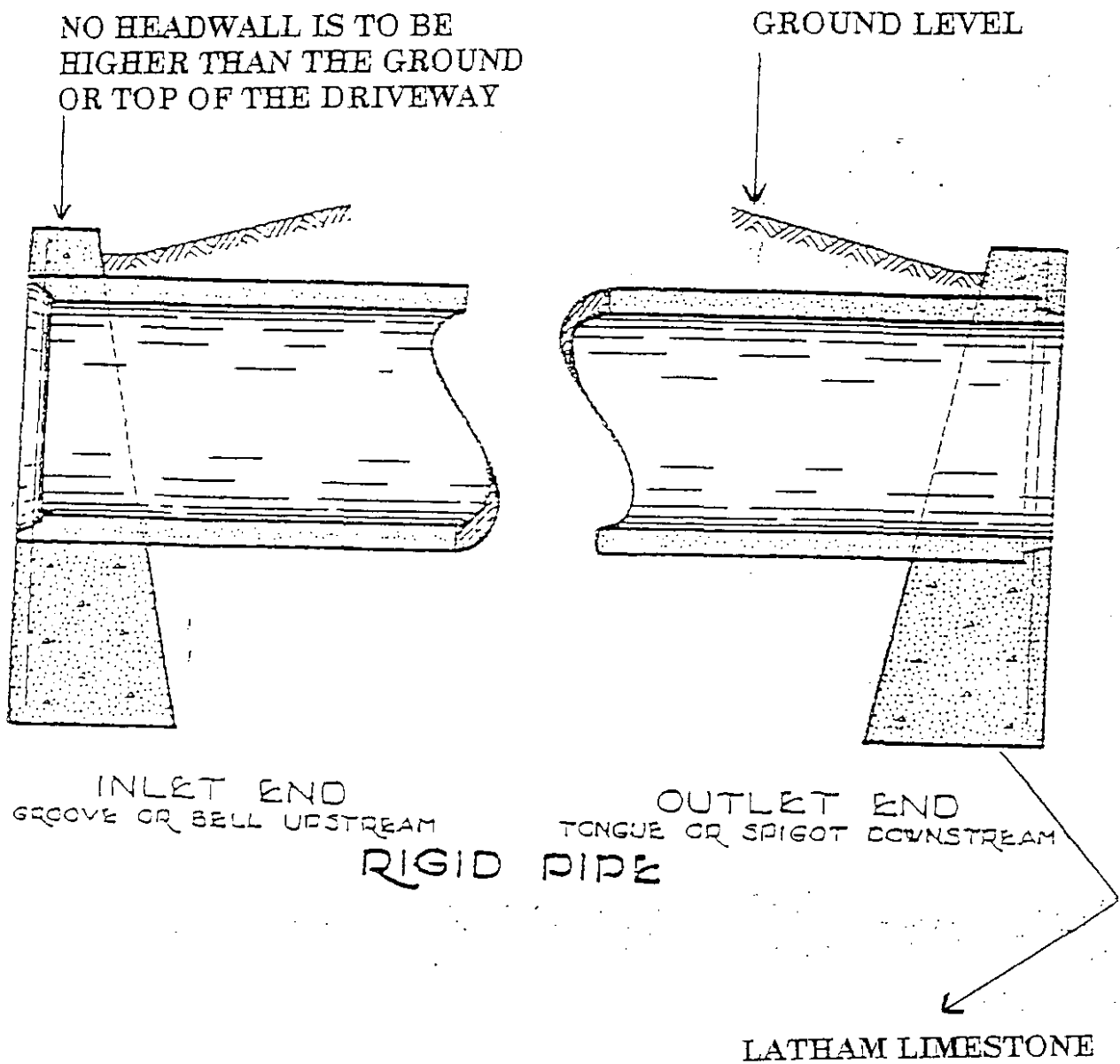
7/16/03

EXHIBIT "C"
STONE RIDGE SECTION ELEVEN

LOT	SIDWELL #
#	
396	08-06-245-017
397	08-06-245-018
398	08-06-245-019
399	08-06-245-020
400	08-06-245-021
401	08-06-245-022
402	08-06-245-023

THE CREEK AT STONE RIDGE

EXHIBIT A-1



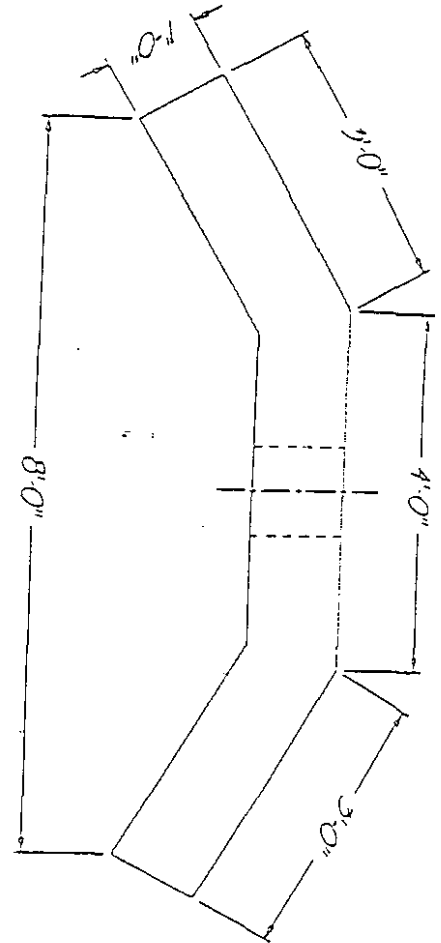
HEADWALLS

BOOK 3168 PAGE 944

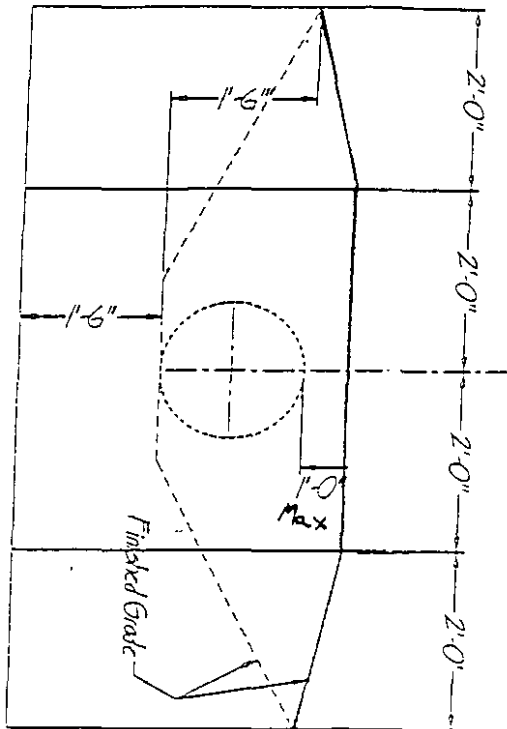
BUYER INITIALS

THE CREEK AT STONE RIDGE

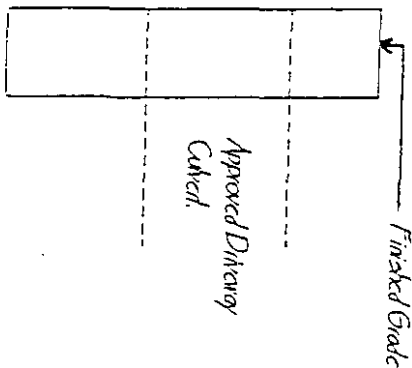
EXHIBIT A-1



PLAN VIEW



FRONT VIEW



SECTION VIEW

NOTES:

1. Cut and fill, grade, depth, cover, and related to be approved by the Warren County Engineer.
2. Filling shall extend a minimum of 18" into virgin soil. Material shall be a minimum 1000 psi compacted strength.
3. Headwalls shall be constructed of "Union" limestone as approved by the developer.
4. All ditches shall be restored including grading and sod as required by the Warren County Engineer.

BOOK 3168 PAGE 945



WARREN COUNTY ENGINEERS OFFICE

105 MARKET ROAD LEBANON, OHIO 43036
Phone: (615) 933-1364 Fax: (615) 933-2967

TYPICAL VIEW OF
CONCRETE HEADWALL

DATE	BY	PROJECT	REVISION	DATE
12/27/97	Greg Corns	12/27/97		
12/27/97	Paul F. Thomas P.E., F.S.	12/27/97		
12/27/97	Paul F. Thomas P.E., F.S.	12/27/97		

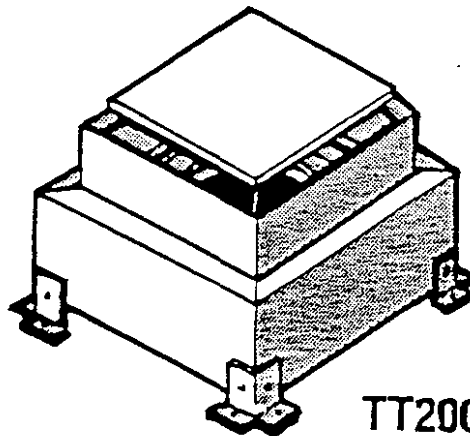
BUYER INITIALS



TT200B
TT8CB
TT9CB
CFTT8CB
SKTT8CB

CHASE TERMINATION TOP & ADAPTER KIT

INSTALLATION INSTRUCTIONS



TT200B



FAILURE TO FOLLOW
THESE INSTALLATION
INSTRUCTIONS WILL VOID
THE MAJESTIC WARRANTY

TABLE OF CONTENTS

	PAGE
GRAPHIC PART DESCRIPTION	2
INSTALLATION PRECAUTIONS	2
CHIMNEY ENCLOSURE CONSTRUCTION	2
10' RULE	3
MULTIPLE TERMINATIONS	3
CHIMNEY ENCLOSURE TOP COVERING	3
TOP HOUSING ASSEMBLY	3
ADAPTER KIT	4
RAIN CAP	4
MAINTENANCE INFORMATION	4
REPLACEMENT PARTS & CUSTOMER SERVICE	4

CONTENTS OF CARTON

TT200B CHASE TOP CARTON	TOP HOUSING RAIN CAP UPPER BAFFLE BOLT BAG
TT8CB/TT9CB ADAPTER KIT CARTON	FLUE TELESCOPING PIPE INNER TELESCOPING PIPE OUTER TELESCOPING PIPE
CFTT8CB ADAPTER KIT CARTON	FLUE TELESCOPING PIPE OUTER TELESCOPING PIPE
SKTT8CB ADAPTER KIT CARTON	FLUE TELESCOPING PIPE OUTER TELESCOPING PIPE

MAJESTIC®

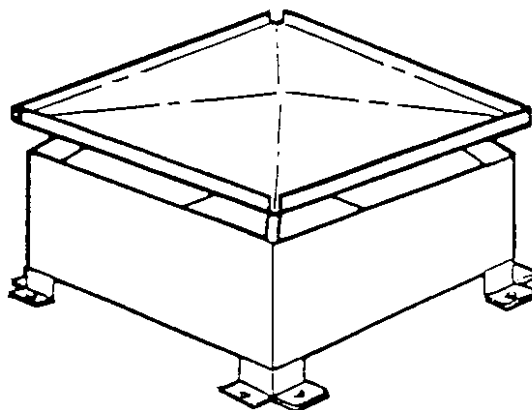
- CT100 CHASE TOP
- CTSK ADAPTER KIT
- CTCF ADAPTER KIT

CT100 CHASE TOP HOUSING & ADAPTER KITS

for use with MAJESTIC • TYPE "CF" and TYPE "SK"
CHIMNEY SYSTEMS



INSTALLATION INSTRUCTIONS



Designed exclusively for chase installations using only Majestic type "CF" and "SK" (2 wall) chimney systems.

The CT100 was designed to compliment the chase construction lines while providing a low profile chimney termination. Material selection on the CT100 allows for painting compatible with the home decor.

**FAILURE TO FOLLOW THESE INSTALLATION INSTRUCTIONS
WILL VOID THE MAJESTIC WARRANTY.**

BOOK 3168 PAGE 947

BUYER INITIALS

THE CREEK AT STONE RIDGE EXHIBIT B-1

Installation Instructions

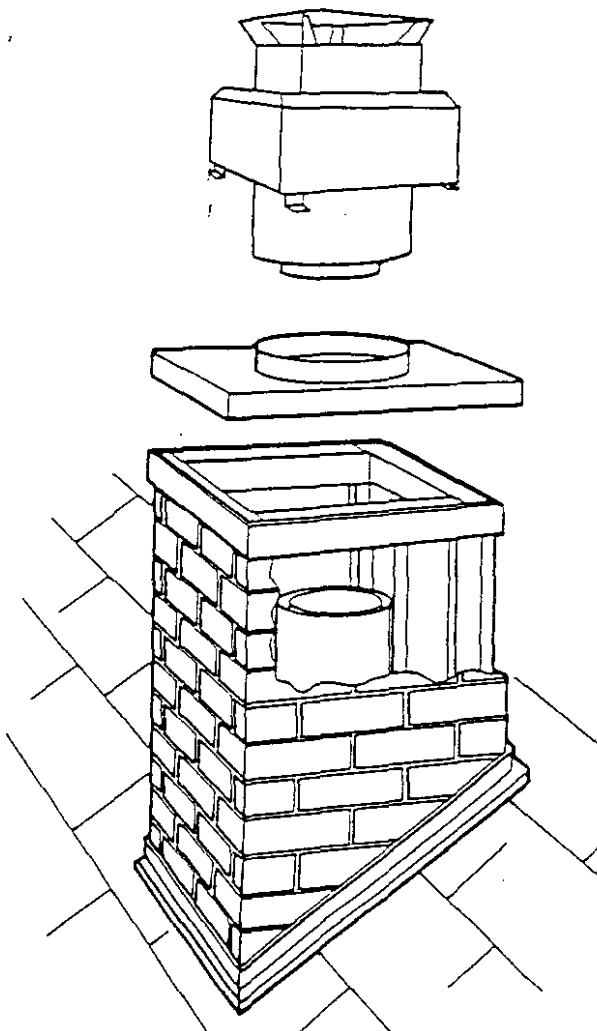
*For Superior's
Square Chase
Terminations
Models
TF8-CT2
TF10-CT2*

GENERAL INFORMATION

The CT2 Terminations are designed to be used on locally prefabricated chimney enclosures, referred to herein as a chase. A chase may house one or more chimney systems. The CT2 is available in two models: TF8-CT2 and TF10-CT2 to fit the TF8 and TF10 chimney components, respectively. The CT2 terminations have an integral slip section with a maximum effective length of 10", and when installed per these instructions, add an effective termination height of 13" above the chase for both models.

APPROVALS AND LISTINGS

The CT2 terminations are tested as an integral component of the factory-built fireplace systems manufactured by Superior Fireplace Company and as such are listed by Underwriters Laboratories (U.L.) and Warnock Hersey International, Inc. Other agency listings and approvals are pending.

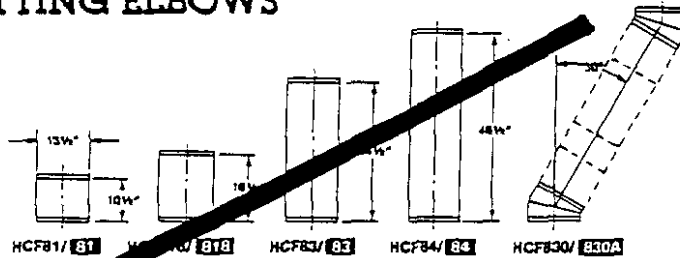


BUYER INITIALS

C

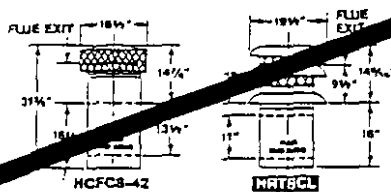
CHIMNEY COMPONENTS FOR WOOD BURNING FIREPLACES

HSK, HCF-8, HCF-11, HTW
CHIMNEY SECTIONS &
OFFSETTING ELBOWS



NOTE: REVERSE LETTERS/NUMBERS DENOTES THREE-WALL CHIMNEY COMPONENTS.
THE INSTALLED LENGTH OF ANY CHIMNEY SECTION IS 1" LESS THAN ITS TOTAL
LENGTH, EXCEPT FOR THE LAST SECTION INSTALLED.

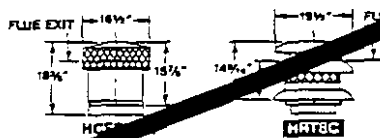
CONTEMPORARY TERMINATIONS



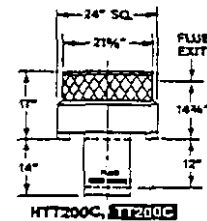
HSKC8-36 HSKC8L-36



CONTEMPORARY CHASE TERMINATIONS



TRADITIONAL CHASE TERMINATIONS



FOR USE WITH ADAPTOR
HCKTT8CB & HTWTT8CB
ADAPTOR IS INCLUDED WITH
TCF-11

1/4" = 1 Ft.

BOOK 3168 PAGE 949

ARCHITECT'S
TEMPLATE
DRAWINGS



(612) 890-8367 FAX (612) 890-3525
HEAT-N-GLO Fireplace Products, Inc., 6665 W Hwy. 13, Savage, MN 55124

BOOK 3168 PAGE 950

BETH DECKARD - WARREN COUNTY RECORDER
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