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BOOK 1571 PAGE 321

PROVIDENCE MANOR HOME
OWNERS ASSOCIATION

THIS INSTRUMENT PREPARED BY:

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR
PROVIDENCE MANOR HOME OWNERS ASSOCIATION

THIS DECLARATION, made on the date hereinafter set forth by David J. Clinton, Trustee, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the Township of Union, County of Butler, State of Ohio, which is more particularly described in Exhibit "A" attached.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

1.1 "Association" shall mean and refer to Providence Manor Home Owners Association, Inc., its successors and assigns.

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

1.3 "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.4 "Common Area" shall mean all real property (including the improvements thereto) owned by the Association in fee or by easement for the common use and enjoyment of the owners.

1.5 "Lot" shall mean and refer to any plot of land upon any recorded subdivision map of the Properties with the exception of the Common Area.

1.6 "Declarant" shall mean and refer to David J. Clinton, Trustee, his successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

2.1 Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

2.1.1 the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

2.1.2 the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

2.1.3 the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

2.2 Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and Facilities to the members of his family, his tenants or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

3.1 Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

3.2 The Association shall have two classes of voting membership:

3.2.1 Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owner. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

3.2.2 Class B Member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

3.2.2.1 when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

3.2.2.2 on January 1, 1993

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENT

4.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

4.3 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Seventy-five (\$75.00) Dollars per Lot.

4.3.1 From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

4.3.2 From and after January 1 of the year following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 10% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

4.3.3 The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

4.4 Special Assessments for Capitol Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

4.5 Notice and Quorum for Any Action Authorized Under Sections 4.3 and 4.4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3 or 4.4 shall be sent to all members not less than 30 days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of each

class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.6 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

4.7 Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

4.8 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 18 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

4.9 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the liens thereof.

ARTICLE V

ARCHITECTURAL CONTROL

5.1 Approval Required. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the appropriate entity. Review of new construction shall be by the Declarant and all other review shall be by the Board of Trustees of the Association or by an architectural committee composed of three (3) members appointed by the Board. Such plans and specifications shall be reviewed as to harmony of external design and location in relation to surrounding structures and topography in accordance with the requirements hereinafter set forth. In the event that the Declarant, the Board, or its designated committee, fails to approve or disapprove said plans and specifications within thirty (30) days after submission, approval will not be required and this Article shall be deemed fully complied with.

5.2 The following requirements shall be applicable to the Property:

5.2.1 General Conditions: Each Lot shall be used only for residential purposes. No building shall be erected, altered, placed or be permitted to remain on any Lot other than one detached single family dwelling with a private garage for not more than three cars which is to be attached to the principal dwelling, excepting outbuildings as hereafter designed.

5.2.2 Dwelling Floor Areas: The floor area of the main dwelling exclusive of porches, decks, basements and garage shall be no less than 2000 square feet for a ranch type dwelling, 2250 square feet for a two story dwelling and 2250 square feet for a tri-level or quad level dwelling. Contemporary designs having a lesser floor area than the above stated, however, may be approved if said design shall have a volume comparable to the above stated.

5.2.3 Siding Materials: Aluminium and vinyl shall not be used as siding materials. All sheeting materials used as siding shall require the written consent. Cedar or redwood siding that is to be exposed for natural weather must be treated with a bleaching stain.

5.2.4 House Placement and Yard Grading: Houses shall conform to existing grade and drainage patterns. Existing grades at lot lines shall not be altered more than 3 feet without the written consent. Each Lot Owner and/or builder shall endeavor to retain as much of the natural woods as is practical.

5.2.5 Color Schemes: Initial color schemes and any changes shall be in accordance with guidelines promulgated by Declarant and the Association.

5.2.6 Underground Houses and Log Houses: Underground and log structures are prohibited.

5.2.7 Driveways: Gravel or dirt driveways are prohibited.

5.2.8 Water Discharge: The discharge of downspots and sump drains into the street curb or sanitary sewer is prohibited. Storm water must be disposed of in accordance with drainage plans on file with the Butler County Engineer.

5.2.9 Radio and Television Antennas: All radio and television and other antennas shall be enclosed within the residence located on the Lot.

5.2.10 Air Conditioning and Heat Pump Equipment: Such equipment shall be located only in side yards, except for corner yards, and shall be screened from view.

5.2.11 Awnings: No metal or plastic awnings for windows, doors or patios may be erected or used. Canvas awnings may be used on any Lot subject to prior written approval.

5.2.12 Exterior Carpeting: No exterior carpeting shall be allowed if it is visible from the street or any neighboring Lot.

5.2.13 Foundations: Any concrete or block foundation that is exposed more than one foot shall be covered with brick, wood, stone or stucco.

5.2.14 Gutters: All gutters shall match the color of the adjacent fascia board.

5.2.15 Mailboxes: Mailbox design and location must be approved in advance by the Declarant.

5.2.16 Lighting Exterior: No exterior lighting may be installed without the approval. Exterior lighting that projects upward more than two feet above ground level may be installed in corner or side yards.

Christmas lights may be erected no sooner than four weeks prior to and removed no later than four weeks after Christmas.

Mercury vapor yard lights in excess of 50 watts are prohibited.

Each residence shall have a post light located within 8 feet of the driveway and within 20 feet of the street right of way. The post light shall be of the design approved by the Declarant and shall be controlled by a photo electric cell or other device which will activate the light not more than one hour after sun down and deactivate the light not more than one hour before sunrise.

5.2.17 **Completion:** Construction of a residential building on any tract shall be completed within one year from the date construction is started.

ARTICLE VI

USE RESTRICTIONS AND MAINTENANCE

6.1 **Restrictions.** The Property shall be subject to the following restrictions:

6.1.1 **Purpose of Property.** The Property shall be used only for residential purposes and common recreational purposes auxiliary thereto.

6.1.2 **Nuisance.** No obnoxious or offensive activity of any kind shall be engaged in on any Lot nor shall any Owner or occupant thereof engage in any activities that interfere with the quiet enjoyment, comfort and health of the occupants of adjacent neighboring Lots.

6.1.3 **Animals and Pets.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Exterior compounds, cages or kennels for the keeping of household pets or hunting dogs are prohibited.

6.1.4 Signage. No sign of any kind shall be displayed to the public view on any Lot except (a) one professional sign of not more than two square feet; (b) one sign of not more than two square feet advertising the property for sale; (c) and signs used by the builder to advertise the property during the construction or sale period.

6.1.5 Temporary Structures. No temporary building, mobile home, trailer, tent or storage shed, placed upon a Lot shall be used at any time as a residence, temporarily, or permanently before, during or after construction.

6.1.6 Maintenance. Each and every Lot and house thereon shall be maintained by the Owner thereof in a reasonable manner in accordance with the general standards of maintenance prevailing through out the Property. All Lots shall be kept free of debris and clutter and shall be kept mowed.

6.1.7 Fencing, Storage Sheds, Pools. No fences or other Lot dividers, swing sets, clothes hanging fixtures or swimming pools may be erected or installed by any Lot owner unless such owner has first obtained the written approval. The Declarant and Association shall promulgate guidelines for fence styles which may deny or restrict installation on specific Lots.

Above ground pools are prohibited.

Installation of permanent recreational equipment such as basketball boards and swing sets shall be limited to rear yards only.

6.1.8 Automobiles, Recreational Vehicles, Boats, Travel Trailers. No recreational vehicle, boat, travel trailer or truck shall be parked or stored on any Lot unless the same is in an enclosure or garage and completely out of view.

No vehicle in inoperable condition shall be stored on any Lot for a period in excess of ten days.

6.1.9 Garage and Yard Sales. There shall be no more than two garage or yard sales held by the Owner or residents of any Lot during a one year period.

6.2 Maintenance. The Properties shall be maintained as follows:

6.2.1 Lots. Each Owner shall maintain his or her Lot in accordance with the prevailing custom in the Properties.

6.2.2 Common Driveways. The common portion of any driveways which serve more than one Lot shall be maintained on an equal basis by all of the Owners of the Lots benefited thereby.

6.2.3 Common Areas and Retention Pond. The Common Areas and the Retention Pond shall be maintained by the Association.

**ARTICLE VII
GENERAL PROVISIONS**

7.1 Enforcement. The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

7.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

7.3 Amendment. The covenants and restrictions of this Declaration shall run with the and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded.

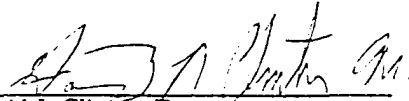
7.4 Right to Amend Documents. Notwithstanding anything above to the contrary, this Declaration may be amended at any time without the vote of Owners by a written instrument executed by the Declarant for the purpose of eliminating or correcting any typographical or other inadvertent error herein; eliminating or resolving any ambiguity herein; making nominal changes; clarifying Declarant's original intent; making any change necessary or desirable to meet the requirements of any institutional lender, the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other agency which may insure or purchase loans on a Lot; provided, however, that no such amendment shall materially affect any Owner's interest in the Association or the Common Elements. Each Owner and his mortgagees, by acceptance of a deed to a Lot or a mortgage encumbering such Lot, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by Declarant as provided in the immediately preceding sentence. 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 a Declarant to be necessary or proper to effectuate the provisions of this paragraph.

7.5 Annexation. The Declarant may, without the consent of the Owners, annex additional properties to the terms of this Declaration. Other residential properties and Common Area may be annexed to the Properties by the Association by a vote of two-

thirds of each class of membership. Such annexation shall be accomplished by the filing of a supplemental declaration with the Recorder of Butler County, Ohio. Any declaration by the Association shall be signed by President who shall certify that the requisite vote was obtained. The members need not sign such declaration.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal this 22nd day of August, 1986.

Signed and Acknowledged
in the Presence of:



David J. Clinton, Trustee

STATE OF OHIO :
: ss,
COUNTY OF BUTLER :

The foregoing instrument was acknowledged before me this 22nd day of August, 1986, by David J. Clinton, Trustee.

Notary Public

THIS INSTRUMENT PREPARED BY:

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(513) 829-2900



JAMES A. MATRE, Attorney at Law
Notary Public, State of Ohio
My Commission has no Expiration
Date. Section 147.03 O.R.C.

