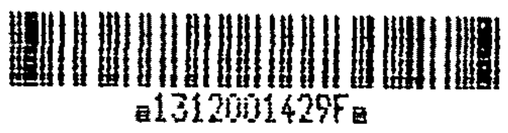
47

Wayne Coates
Hamilton County Recorder's Office
Doc #: 16-21408 Type: MT
Filed: 03/10/16 02:54:17 PM $388.00
Off.Rec.: 13120 01429 F C59 47 358



DECLARATION OF COVENANTS, CONDITIONS RESTRICTIONS AND RESERVATION OF EASEMENTS FOR WINDING WALKS HOMEOWNERS' ASSOCIATION

This will certify that the Declaration of Covenants, Conditions Restrictions and reservation of Easements for Winding Walks Homeowners' Association is herewith recorded in the office of the County Auditor, Hamilton County, Ohio, this _____ day of _____, 20_____.

HAMILTON COUNTY AUDITOR

By _____

Amy Schott Ferguson, Esq.
Cuni, Ferguson & LeVay Co., LPA
10655 Springfield Pike
Cincinnati, Ohio 45215
(513) 771-6768

DECLARATION OF COVENANTS, CONDITIONS RESTRICTIONS AND RESERVATION OF EASEMENTS FOR WINDING WALKS HOMEOWNERS' ASSOCIATION

Declarant, **Ritter Farm Development Company, Inc.**, an Ohio corporation, is the owner of certain real estate in Hamilton County, Ohio, described in Exhibit "A", attached hereto and incorporated herein (hereinafter referred to as the "**Property**").

Declarant hereby declares that the Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions and reservation of easements herein, which are for the purpose of protecting the value and desirability of and which shall run with the Property submitted hereunder or additional real estate which may subsequently be added, and shall be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.
DEFINITIONS

1.1. Additional Land. "Additional Land" means property that may adjoin the Property that the Declarant may develop and add to the subdivision in the future, which may be made subject to this Declaration pursuant to Article XII.

1.2. Assessments. "Assessments" means those charges upon the Lots established by Article V of this Declaration.

1.3. Association. "Association" means Winding Walks Homeowners' Association, an Ohio nonprofit corporation, its successors and assigns. Except as the context otherwise requires, "Association" shall mean the Board of Directors acting on behalf of the Association.

1.4. Board. "Board" shall mean the Board of Directors of the Association.

1.5. Builder. "Builder" shall mean any Lot Owner who purchases a Lot directly from the Declarant for purposes of constructing a single family residence on the Lot.

1.6. Common Elements. "Common Elements" shall mean any real estate owned or leased by the Association, including easements in favor of the Association, and including the Surface Water Management System.

1.7. Common Expenses. "Common Expenses" means expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves.

1.8. Declarant. "Declarant" means Ritter Farm Development Company, Inc., an Ohio Corporation, its successors and assigns.

1.9. Declaration. "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Winding Walks Homeowners' Association, including any amendments hereto.

1.10. Lot. "Lot" means the physical portion of the Property designated for separate ownership or occupancy, the boundaries of which are described in Article II, Section 2.1.

1.11. Member. "Member" means any person or entity entitled to membership in the Association.

1.12. Occupant. "Occupant" means any person in possession of a Lot or Residence whether or not such possession is lawful and shall include, but not be limited to, an Owner's family members, guests, invitees, tenants and lessees.

1.13. Owner. "Owner" means the Declarant or other person or entity who owns a Lot, but does not include a person or entity having an interest in a Lot solely as security for an obligation, such as a mortgage holder.

1.14. Property. "Property" or "Properties" means the real estate described in Exhibit "A" attached hereto and any other property which may be made subject to the terms of this Declaration, together with any improvements made thereon.

1.15. Residence. "Residence" means a building situated on a Lot designed and intended for use and occupancy as a single-family residence.

1.16. Subdivision. "Subdivision" means all sections and phases of the Winding Walks Subdivision.

1.17. Surface Water Management System. The system designed for the Subdivision for storm water, soil erosion, and sediment control, including drainage easements as shown on the Record Plat, detention basins, including the concrete gutters and outlet structures, storm sewers, manholes, catch basins, pipes, headwalls, streams, ditches, gabions, rip rap, and rock if used for channel protection and retaining walls.

1.18. Survey Plat. "Survey Plat" means the plat of Ritter Farm Subdivision, Plat Book 447, Pages 87, of the Hamilton County, Ohio Records; and the plat for any Additional Land made subject to the terms and conditions of this Declaration.

1.19. Turnover Date. "Turnover Date" shall be no later than the date that ninety-five percent (95%) of the Lots in all Sections of Ritter Farm Subdivision have been sold by the Declarant.

ARTICLE II.
LOTS

2.1. Description of Lot Boundaries. The boundaries of the Lots shall be set forth on the Survey Plat.

ARTICLE III.
COMMON ELEMENTS AND EASEMENTS

3.1. Description. The Common Elements shall be any portion of the Property owned by the Association in fee or by easement or leased to the Association.

3.2. Easements. The Lots and Common Elements shall be subject to certain easements. These easements shall be appurtenant to and pass with the title to the Lots:

3.2.1. Enjoyment. The Common Elements shall be subject to an easement of enjoyment in favor of the Lots and Owners. Such easement shall be limited to the purposes for which the easements are created. Nothing herein shall be construed to provide any right of access to the Lots by any persons who are not Owners thereof.

3.2.2. Drainage. The Lots shall be subject to easements in favor of the Lots and for the maintenance of drainage areas. No Owner shall do anything within a Lot or Residence which shall unreasonably increase or divert the flow of surface water. All drainage structures, pipes, and basins located outside of the public right-of-way are the maintenance responsibility of the Association, whether depicted as an easement in the Survey Plat or not. Each Owner shall keep the Lot in a condition so as to preserve all Private Drainage Easements depicted on the Survey Plat.

3.3. Owner's Delegation Rights. Any Owner may delegate his or her easement rights and rights of enjoyment to the Common Elements to any Occupants, and any guests, invitees, tenants or lessees thereof. Any Owner who has leased his or her Lot shall be deemed to have delegated such rights. Any such delegation, however, shall be in accordance with and subject to reasonable rules, regulations and limitations as may be adopted by the Association in accordance with its Code of Regulations.

3.4. Limitation on Easements. All easements and rights granted herein are subject to:

3.4.1. Restrictions set forth in this Declaration;

3.4.2. Any rules and regulations adopted by the Association and the right to enforce such rules and regulations;

3.4.3. The right of the Association to levy Assessments for the Common Expenses and other Assessments as set forth herein;

3.4.4. All rights granted to the Association in this Declaration.

ARTICLE IV.
OWNERS' ASSOCIATION

4.1. Formation. The Declarant has caused or will cause to be chartered, in accordance with Chapter 1702 of the Ohio Revised Code, a nonprofit corporation named Winding Walks Homeowners' Association. The purposes of the Association are to provide for the administrative governance, maintenance and upkeep of the Property and to enforce the restrictive covenants.

4.2. Membership. The membership of the Association shall at all times consist exclusively of Owners. All Owners shall be Members. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

4.3. Powers of the Association. Subject to the Special Declarant Rights, the Association may:

4.3.1. adopt and amend a Code of Regulations for the government of the Association, the conduct of its affairs, and the management of the Property;

4.3.2. adopt rules and regulations for the use and enjoyment of the Common Elements and to enforce violations of the rules and regulations and restrictions as against the Owners and Occupants;

4.3.3. adopt and amend budgets for revenues, expenditures and reserves and levy and collect Assessments from Owners;

4.3.4. hire and discharge managing agents and other employees, agents and independent contractors;

4.3.5. institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two (2) or more Owners on matters affecting the Subdivision;

4.3.6. make contracts and incur liabilities;

4.3.7. regulate the use, maintenance, repair, replacement and modification of the Common Elements for which the Association has maintenance responsibility and other rights as set forth herein;

4.3.8. cause additional improvements to be made as part of the Common Elements;

4.3.9. acquire, hold, encumber and convey in its own name any right, title or interest to real estate or personal property;

4.3.10. grant easements, liens, licenses and concessions through or over the Common Elements;

4.3.11. impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements;

4.3.12. impose charges for late payments of Assessments and, after notice and an opportunity to be heard, levy reasonable enforcement Assessments for violations of the Declaration, Code of Regulations, and Rules and Regulations of the Association;

4.3.13. impose reasonable charges for the preparation and recording of amendments to the Declaration or for statements of unpaid Assessments;

4.3.14. provide for indemnification of its officers and Board of Directors and maintain directors' and officers' liability insurance;

4.3.15. assign its right to future income, including the right to receive Common Expense Assessments;

4.3.16. exercise any other powers conferred by the Declaration, Code of Regulations or Articles of Incorporation;

4.3.17. exercise all other powers that may be exercised in this state by nonprofit corporations;

4.3.18. exercise any other powers necessary and proper for the governance and operation of the Association;

4.3.19. enforce the terms of the Restrictions found in Article VIII herein and as contained on the Survey Plat.

4.4. Voting Rights. Members shall be entitled to vote on matters properly before them in accordance with this Article and the laws of the State of Ohio.

4.4.1. Number of Votes. The Declarant shall have ten (10) votes per Lot owned. All other Owners shall have one (1) vote per Lot. If only one (1) of several Owners for a Lot is present at a meeting of the Association, that Owner is entitled to cast the vote allocated to that Lot. If more than one (1) of the Owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any one (1) of the Owners casts the vote allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. The Association may adopt rules regarding deadlocks. No votes allocated to any Lots owned by the Association may be cast.

4.4.2. Proxies. A vote allocated to a Lot may be cast pursuant to a proxy duly executed by an Owner. An Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Except as hereinafter provided, a proxy shall terminate one (1) year after its date, unless it specifies a shorter time. Written notice to the Board or notice in a meeting of a revocation of a proxy designation shall not affect any vote or act previously taken. Each proxy shall automatically expire upon conveyance of the Lot.

4.5. Annual Meeting. A meeting of the Members of the Association must be held at least once a year after the Declarant has turned over control of the Association. The Declarant is not obligated to hold any meetings of the Association until the Turnover Date.

4.6. Managing Agent. The Board may employ for the Association a professional managing agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Board may delegate to the managing agent or manager, subject to the Board's supervision, certain powers granted to the Board by this Declaration. The Declarant, or an affiliate of the Declarant, may be employed as a managing agent or manager.

ARTICLE V.
ASSESSMENTS

5.1. Establishment of Assessments. There are hereby established for the benefit of the Association, its successors and assigns, as a charge on each Lot, certain Assessments for Common Expenses and other expenses. Each Owner, by acceptance of a deed, covenants and agrees to pay such Assessments, except that the Declarant shall have no obligation to pay Assessments unless the Residence located upon any Lot owned by the Declarant is occupied. In addition, any Lot owned by a Builder shall not be subject to an Assessment until two hundred seventy (270) days after the transfer of the Lot from the Declarant to the Builder.

5.2. Purpose of the Assessments. The Assessments are established for the benefit and use of the Association and shall be used in paying its Common Expenses and for other such purposes as hereinafter set forth.

5.3. Annual General Assessment. There is hereby established an Annual General Assessment for the purpose of paying the Common Expenses of the Association. Each Owner's proportionate share of the Common Expenses shall be a fraction, the numerator of which is one, and the denominator of which is the number of platted Lots. The Common Expenses shall be, but are not limited to: (1) operation, maintenance, repair and replacement as required by this Declaration; (2) the cost of any insurance required by this Declaration; (3) reasonable reserves for contingencies and replacement; (4) administrative, accounting, legal and management fees; and (5) all other costs and liabilities incurred by the Association in the exercise of its powers and duties pursuant to this Declaration. Notwithstanding the above, the Association shall not be required to establish any reasonable reserves for contingencies and replacement, prior to the Turnover Date.

5.4. Individual Assessment. The Association, after approval by two-thirds (2/3) vote of all Members of the Board, shall have the right to assess an individual Lot for any of the following:

5.4.1. any costs incurred by the Association in the performance of any maintenance in accordance with Article VI, Section 6.4.

5.4.2. any costs incurred for maintenance or repair caused through the willful or negligent act of an Owner or Occupant or their family, tenants, guests or invitees, including attorney fees, court costs and other expenses incurred.

5.4.3. any costs associated with the enforcement of this Declaration or the Rules and Regulations of the Association, including, but not limited to, attorney's fees, witness fees and costs, and court costs.

5.5. Special Assessments. In addition to the other Assessments authorized herein, the Association may levy Special Assessments in any fiscal year. Special Assessments shall be paid as determined by the Board, and the Board may permit Special Assessments to be paid in installments extending beyond the fiscal year in which the Special Assessment is imposed.

5.6. Enforcement Assessments. The Board shall have the authority to impose reasonable Enforcement Assessments for violations of the Declaration, the By-Laws, and the rules of the Association and reasonable Charges for Damage to the Common Elements or other property.

Prior to imposing a Charge for Damages or an Enforcement Assessment pursuant to this Section, the Board of Directors shall give the Owner a written notice that includes all of the following:

5.6.1. A description of the property damage or violation;

5.6.2. The amount of the proposed Charge or Assessment,

5.6.3. A statement that the Owner has a right to a hearing before the Board of Directors to contest the proposed Charge or Assessment;

5.6.4. A statement setting forth the procedures to request a hearing pursuant to this Section.

5.6.5. To request a hearing, an Owner shall deliver a written notice to the Board of Directors not later than the tenth (10^{th}) day after receiving the notice from the Board required by this Section. If the Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a Charge for Damages or an Enforcement Assessment pursuant to this Section.

If an Owner requests a hearing, at least seven (7) days prior to the hearing, the Board of Directors shall provide the Owner with a written notice that includes the date, time, and location of the hearing.

The Board of Directors shall not levy a Charge or Assessment before holding any hearing requested pursuant to this Section.

The Owners, through the Board of Directors, may allow a reasonable time to cure a violation described in this Section before imposing a Charge or Assessment.

Within thirty (30) days following a hearing at which the Board of Directors imposes a Charge or Assessment, the Association shall deliver a written notice of the Charge or Assessment to the Owner.

Any written notice that this Section requires shall be delivered to the Owner or any occupant of the Residence by personal delivery, by certified mail, return receipt requested, or by regular mail.

5.7. Computation and Payment of Annual General Assessment. The Annual General Assessment shall be computed and levied in accordance with the budget adopted by the Board pursuant to the Code of Regulations. This Assessment shall be effective as to each Lot on the first (1^{st}) day of the Association's fiscal year subject to the limitations set forth in Section 5.1 above. With respect to Lots added during the fiscal year, this Assessment shall be effective on the first (1^{st}) day of the month following the filing of the Supplemental Declaration for such Lot prorated to the end of the Association's fiscal year. So long as there has been no default in payment of the Assessment, it shall be payable in annual installments due on the first (1^{st}) day of each fiscal year. The Board shall have the power from time to time to adopt such billing, collection and payment procedures, charges and other payment time schedules as it deems appropriate.

5.8. Lien for Assessments. The Association shall have a lien for any Assessment levied against a Lot, for enforcement Assessments imposed against an Owner or Occupant, and for interest, costs and reasonable attorney fees.

5.8.1. Creation. The lien for Assessments is created by this Declaration and shall be a charge and a continuing lien on each Lot which shall run with the land. All persons or entities acquiring an interest in a Lot after the filing of this Declaration take such interest subject to the lien.

5.8.2. Effective Dates. The lien as set forth in the Annual General Assessment shall be effective on the first (1st) day of the fiscal year of the Association. The lien for other Assessments shall be effective on the first (1st) day of the month following the notice of its levy on the Owners affected.

5.8.3. Perfection. Recording of this Declaration constitutes notice and perfection of the Lien.

5.8.4. Notice of Lien. The Association may file a Notice of Lien with the Recorder of Hamilton County, Ohio. Such Notice shall not be required for the Association to enforce its Lien.

5.8.5. Priority of the Lien. The Lien created by this Section shall be prior to all liens and encumbrances recorded subsequent to this Declaration except the lien for real estate taxes and Assessments and the lien of any first mortgage filed of record.

5.8.6. Subordination and Mortgagee Protection. Notwithstanding any of the provisions hereof to the contrary, the Lien of any Assessment levied pursuant to this Declaration (and any late charges, interest, costs and attorney fees) shall be subordinate to, and shall in no way affect, the rights of the holder of a first mortgage made in good faith for value received; provided, however, that such subordination shall apply only to Assessments, or installments thereof, which have become due and payable prior to the date of Sheriff's sale of such Lot pursuant to a foreclosure or the date of a deed in lieu of foreclosure. Such sale or transfer shall not relieve the mortgagee or the purchaser of a Lot at such sale from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessment.

5.9. Delinquency and Acceleration. Any installment of an Assessment provided for by this Declaration may, at the Board's discretion, become delinquent if not paid on the due date as established by this Declaration or by the Board. With respect to each installment of an Assessment not paid within five (5) days of its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, costs of collection, reasonable attorney fees, and interest at the rate provided in Section 1343.03 of the Ohio Revised Code (and as amended from time to time). Interest shall be calculated from the date of delinquency to the date full payment is received by the Association. If any installment of an Assessment is not paid within thirty (30) days of its due date, the Board may, at its election, declare all of the unpaid balance of the Assessment due without further notice or demand to the Owner. The Association may enforce the collection of the full Assessment and all charges thereon in any manner authorized by law or this Declaration. The filing of any petition for relief pursuant to the United States Bankruptcy

Code by an Owner whose Assessment has been accelerated shall operate as a restoration of the Assessment to its prior status as if it had not been accelerated.

5.10. Remedies Cumulative. A suit to recover money judgment for unpaid Assessments and charges may be maintained without foreclosing or waiving the right to enforce the Lien. A foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

5.11. Personal Obligation. The Assessments, including enforcement Assessments, if any, payable by each Owner, together with any penalty, interest, costs and reasonable attorney fees shall be the personal obligation of the Owner of the Lot at the time incurred. The personal obligation shall not pass to any successors in title unless expressly assumed by them; however, the Lien created by Section 5.7.1 shall run with the land and shall not be extinguished or discharged without payment in full of all Assessments due.

5.12. Statement of Unpaid Assessments. The Association shall, upon written request of the Owner, contract purchaser, or first mortgagee, furnish a statement setting forth the amount of unpaid Assessments against the Lot. This statement must be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Board and every Owner. The Association may charge a reasonable amount for this statement.

5.13. No Waiver of Liability for Common Expenses. No Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Lot against which the Assessments are made.

ARTICLE VI.
UPKEEP OF THE PROPERTY

6.1. Lots. Each and every Lot, its Residence, and any improvement erected thereon shall be maintained in a reasonable manner in accordance with the standard generally prevailing throughout the Properties or in accordance with standards adopted by the Declarant, or, after the period of Developer Control, the Association.

6.2. Common Elements. The Declarant shall maintain the Common Elements, specifically to include the maintenance and upkeep of the landscaping and entrance features, and any other Common Elements, for six (6) months after recording of this Declaration.

Thereafter, upon notice from the Declarant to the Association, the Association shall maintain the Common Elements.

6.3. Drainage Easements. Each Owner will be responsible for the maintenance, management and upkeep of all private drainage easement areas shown on the Survey Plat.

6.4. Association's Right to Maintain. In the event that an Owner shall fail to provide maintenance as required by this Declaration in a manner satisfactory to the Association, and such Owner has failed to comply for ten (10) days after being notified of such failure and upon being provided an opportunity to be heard concerning such failure, then the Association shall have the right, through its agents and employees, to enter upon said Lot and repair, maintain and restore the Lot. In the event that such failure poses a health, safety or security risk, then no notice or hearing need be given. The cost of such maintenance and repair shall be assessed against the subject Lot in accordance with Article V, Section 5.4. Nothing in this section shall be construed as giving the Association any right to repair, maintain or restore any Residence.

6.5. Access to Lots. For the purpose solely of performing the maintenance required or authorized herein, the Association, through its duly authorized agents or employees or subcontractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day.

ARTICLE VII.
RESTRICTIONS

7.1. Nuisance. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Subdivision or any Owner.

7.2. Structures. Prohibited without Prior Consent. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be constructed on any Lot without the prior written consent of the Architectural Review Committee. Construction or storage trailers or sheds are permitted while Residences are under construction.

7.3. Rubbish. No Lot shall be used or maintained as a dumping ground for rubbish, except during the period of construction of the Residence on the particular Lot. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerations or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

7.4. Conformance with Code. All Residences shall be constructed in such a manner as to conform with the zoning laws, building codes and the plumbing codes of Hamilton County, Ohio, and any state health regulations which might apply to the Subdivision.

7.5. Satellite Dishes. A satellite dish with a maximum of one (1) meter (or as established by Federal or State Law) in diameter is allowed. The dish can only be mounted in front of the house if an acceptable signal cannot be achieved elsewhere on the Lot. Radio and television antennas of any kind may not exceed the highest point of the roof. All telephone, electric and other wires of all kind must be underground except during the construction process.

7.6. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, Residence, or garage erected thereon, except that dogs, cats, or other household pets

may be kept, provided they are not bred or maintained for any commercial purpose, nor in such numbers as to become a nuisance or offensive to other Owners.

7.7. Signs. No sign or other advertising device of any nature shall be placed upon any Lot unless approved by the Architectural Review Committee as to color, location, nature, and size. No subcontractor signs shall be permitted, and no signs shall be nailed to trees. Builder's signs shall be professionally lettered. Real estate agency signs must be of a "standard size", and only one per Lot. All builder or agency signs must be removed from a Lot upon occupancy. The Declarant will be allowed a large subdivision sign close to the entrance of the Subdivision. Political signs not more than five square feet in area will be permitted thirty (30) days prior to an election, and must be removed within seven (7) days after the election.

7.8. Grading. The grades of all Lots shall not be materially altered or changed so as to adversely affect or interfere with any other Owner's Lot.

7.9. Fences. No fences, walls (unless for retaining or landscaping purposes), or hedges shall be erected or placed on any Lot nearer to any street than the minimum building setback line. No solid, stockade, or board on board fences will be permitted. No chain link fences will be permitted. No fences higher than four feet (4') will be permitted except as required by local or state building or zoning law. All fences shall require approval by the Declarant or Association.

7.10. Garages. Only one (1) single-family Residence with necessary garage for not less than two automobiles may be built on any of the Lots. Garages shall be built-in or attached to Residences. Each Residence may have a maximum of two (2) garage doors up to eighteen feet (18') wide or a maximum of three (3) garage doors up to twelve feet (12') wide. Garages larger than a three (3) car shall require approval by the Declarant. No house trailer shall be parked on any of the Lots at any time. Campers, boats, trailers or recreational vehicles may not be stored in front, rear or side yards, except for a forty-eight (48) hour period of time for loading and unloading. No detached garages will be permitted. No underground or log homes will be permitted.

7.11. Outbuildings. Outbuildings or freestanding accessory structures such as storage sheds, decks, pool houses, gazebos, and similar structures are permitted, subject to the approval of the Declarant or the Association. The design and detail of the outbuilding or freestanding accessory structures must be consistent and compliment the Residence with regard to materials and architecture. Plastic or metal storage sheds are not permitted. Storage boxes less than five (5) feet in height and twenty (20) square feet, swing sets and sandboxes, decorative awnings, and similar items are only permitted to be placed in the rear yard of the Lot.

7.12. Swimming Pools. No above ground swimming pools will be permitted. When an in-ground swimming pool is installed, a small storage shed with a maximum of thirty-five (35) square feet will be permitted adjacent to the pool for the purpose of housing the pool filter, pump, heater, equipment, and chemicals.

7.13. New Residence Plan Approval. The design and plan for all new Residences must be approved by Declarant prior to commencement of construction consistently with Design Review Objectives adopted by Declarant in accordance with Article VIII.

7.14. Mailboxes. All homes shall use a mailbox and post as specified by Declarant or the Association.

7.15. Holiday Lights. Christmas lights may be erected no sooner than five (5) weeks prior to and removed no later than four weeks after Christmas.

7.16. Air Conditioning. Air conditioning and heat pump equipment shall be located in the side or rear yard.

7.17. Garage Sales. There shall be no more than one (1) garage or yard sale held on any Lot during a one-year period.

7.18. Flagpoles. Flagpoles are permitted in the front, side or rear yard for the purpose of flying the U.S and/or the Ohio flags. Flagpoles can be no larger than twenty-five (25) feet in height and must be maintained in a neat and orderly manner. The flags can be no larger than four feet by six feet (4' x 6') in size and can be up-lighted from the pole base. Small flagpoles can be attached to the Residence.

7.19. Amendment. After the Turnover Date, any restrictions herein contained in this Article VII may be waived or suspended at any time by an instrument in writing recorded in the Recorder's Office of Hamilton County, Ohio, signed by the then owners of not less than seventy-five percent (75%) of the Lots included in the Subdivision.

7.20. Invalidation. Invalidation of any one of these covenants by a judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect.

7.21. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages, in which event the Association shall be entitled to recover its attorney fees and court costs from the Owner.

ARTICLE VIII.
ARCHITECTURAL APPROVAL

8.1. Architectural Standards. All Property at any time subject to this Declaration shall be governed and controlled by this Article. Until the date that all Lots within the Subdivision have been sold by the Declarant and the initial construction on all Lots has been completed, the Declarant shall have the exclusive authority to determine the architectural standards which shall govern the construction of Improvements on the Property. Each Owner covenants and agrees, by

acceptance of a deed to a Lot, to comply with, and to cause his/her Lot and any occupancy thereof to comply with the standards promulgated by the Declarant.

8.2. Approval by Declarant. Owners shall submit plans and specifications showing the nature, kind, shape, color, size, materials and location of improvements and alterations to the Declarant (or Association after the Turnover Date) for its approval. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate the interior of the Residence. Typical improvements requiring approval are fences, decks, sheds, additions, porch enclosures and the like. Landscaping improvements do not require approval by the Declarant or the Association after the Turnover Date. The terms and conditions of this provision apply to all improvements upon the Lot.

ARTICLE IX.
INSURANCE AND CASUALTY LOSSES

9.1. Insurance. The Board or its duly authorized agent shall obtain insurance for all insurable improvements on the Common Elements against loss or damage by fire, other hazards, including all risk coverage, vandalism and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall also obtain a public liability policy covering the Common Elements, the Association, and its Members or for all damage or injury caused by the negligence of the Association or any of its Members or agents, and directors' and officers' liability insurance. The public liability policy shall have such coverages as the Board in its discretion may decide to be reasonable after due consideration of all factors involved. Premiums for all insurance of the Common Elements, public liability and directors' and officers' insurance shall be Common Expenses of the Association. The policy may contain a reasonable deductible and the amount thereof shall be added to the face amount of the policy in determining whether the insurance equals the full replacement cost.

Cost of insurance coverage obtained for the Common Elements, public liability, and directors and officers shall be included in the Annual General Assessment, as defined in Article V, Section 5.3.

All such insurance coverage obtained by the Board shall be written in the name of the Association, as Trustee, for the respective benefited parties, as further identified below. The provisions hereinafter set forth shall govern such insurance:

9.1.1. All policies on the Common Elements shall be for the benefit of the Lot Owners and their mortgagees as their interests may appear.

9.1.2. Exclusive authority to adjust losses under policies in force on the Property obtained by the Association shall be vested in the Board; provided, however, that no mortgagee

having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

9.1.3. In no event shall the insurance coverage obtained by the Board hereunder be brought into contribution with insurance purchased by individual Owners, Occupants, or their mortgagees, and the insurance carried by the Association shall be primary.

9.1.4. All casualty insurance policies shall have an agreed amount endorsement with an annual review by one or more qualified persons, as least one of whom must be in the real estate industry and familiar with construction in the Hamilton County, Ohio, area.

9.1.5. The Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

9.1.5.1. a waiver of subrogation by the insurer as to any claims against the Board, its managing agent (if any), the Owners and their respective tenants, agents, and guests;

9.1.5.2. a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

9.1.5.3. that no policy may be cancelled, invalidated, or suspended on account of the acts of any one or more individual Owners;

9.1.5.4. that no policy may be cancelled, invalidated, or suspended on account of the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner or mortgagee; and;

9.1.5.5. that any "other insurance" clause in any policy exclude individual Owner's policies from consideration.

9.2. Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

9.2.1. If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. After necessary and appropriate settlement with the affected owner(s) and mortgagees (if any Lot is involved), any proceeds remaining after defraying the costs of repair or reconstruction shall be disbursed to the Association. This is a covenant for the benefit of any mortgagee of a Lot and may be enforced by such mortgagee.

9.2.2. If is determined, as provided for in Section 9.3.2 of this Article, that the damage or destruction of the Common Elements for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds in Section 9.2.1 hereof.

9.3. Damage or Destruction.

9.3.1. Immediately after the damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. "Repair or reconstruction", as used in the paragraph, means repairing or restoring the Property to substantially the same condition in which it existed prior to the fire or other casualty.

9.3.2. Any damage or destruction to the Common Elements shall be repaired or reconstructed unless at least seventy-five percent (75%) of the total votes of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, that such extension shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination of whether the Common Element damage or destruction shall be repaired or reconstructed.

9.3.3. In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Elements shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the Property shall be restored to its natural state and maintained as an undeveloped portion of the Common Elements by the Association in a neat and attractive condition.

9.4. Repair and Restoration. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Members, levy a Special Assessment against all Owners. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the cost of repair, such excess shall be deposited to the benefit of the Association.

ARTICLE X.
CONDEMNATION

Whenever all or any part of the Common Elements shall be taken (or conveyed in lieu of condemnation proceedings by the Board, acting on its behalf or on the written direction of all Owners of Lots subject to the taking, if any) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, unless otherwise prohibited by law. The award made for such taking shall be payable to the Association, as trustee for all Owners, to be disbursed as follows:

If the taking involves a portion of the Common Elements on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant and at least seventy-five percent (75%) of the Members of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Elements, to the extent lands are available therefor, in accordance with plans approved by the Board. If such improvements are to be repaired or restored, the above damage or destruction, which is to be repaired, shall apply. If the taking does not involve any or if there are net funds remaining after such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE XI.
DEVELOPMENT RIGHTS

11.1. Submission of Additional Land. The Declarant reserves the unilateral right to submit all or any portion of the Additional Land to the terms of this Declaration at any time without the consent of the Association. The submission shall be accomplished by the filing of a Supplemental Declaration identifying the Additional Land, the Lots and the Common Elements.

11.2. Notice to the Board. The Declarant shall promptly notify the Board of the filing of any Supplemental Declaration.

11.3. Easements Reserved. The Declarant reserves for itself, its successors and assigns, and any Builder, the following easements:

11.3.1. Easements for drainage and all utilities as shown on the Survey Plat.

11.3.2. Easements for ingress, egress, drainage and all utilities over the Common Elements, provided that such easements do not unreasonably interfere with any Owner's rights of enjoyment.

11.3.3. An easement over the Common Elements as may be reasonably necessary for the purpose of discharging its obligations or exercising any rights under the Declaration.

11.3.4. An easement for ingress, egress, drainage and all utilities over the Common Elements and all Lots in favor of the Additional Property and the right to convey that easement to others in the event that the Additional Property is not submitted to this Declaration.

11.3.5. Every Lot and the Common Elements shall be burdened with easements for natural drainage of storm water runoff from other portions of the Property; provided no person shall alter the natural drainage on any Lot so as materially to increase the drainage of storm water onto adjacent portions of the Property without the consent of the Owner(s) of the affected Property(ies).

11.3.6. A nonexclusive easement is hereby reserved and/or granted in favor of Declarant, Builder and/or the Association in, on, over and across Lots for open space, landscaping mounding and monument areas, and for the installation, maintenance, use, repair and replacement of underground utilities, public utilities, water detention or retention basins, storm sewer, sanitary sewer and surface water drainage easements, water mains, preservation areas and private drainage easements, and building setbacks, specifically as shown on the Survey Plats now or hereinafter recorded for the Subdivision, and to cut and grade slopes in and along Lot boundaries at streets and drives built within the Property. The foregoing easements shall not be used for recreational purposes but are reserved for such aesthetic or utility purposes as indicated by the nature of the easement.

11.3.7. Declarant reserves the right for Declarant and Builder for a period of five (5) years after the sale of a Lot by Declarant or Builder to enter upon the Lot for purposes of correcting grade and drainage patterns for the benefit of the Property, provided that the Lot shall be restored to a like condition as to pavement, grass or sod which shall have been removed.

11.3.8. A non-exclusive easement is hereby reserved and/or granted in favor of Declarant, Builder and/or the Association in, on, over and through any and all easements set forth on the Survey Plat, including, but not limited to, any roadway, utility, drainage, and landscaping easements.

11.4. Assignment of Development Rights. The Declarant reserves the right to assign any or all of its Development Rights to any person or entity for the purpose of further development and improvements of the Property. No assignment, unless to the Lot Owners, shall be effective unless it is in writing and filed with the Recorder of Hamilton County, Ohio.

11.5. Liability of Declarant or Builder. Neither Declarant, Builder, nor their representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to them by or pursuant to this Declaration or the Code of Regulations, whether or not such claims shall be asserted by an Owner, Occupant, the Association, or by any person or entity claiming through any of them; or shall be on account of injury to person or damage to or loss of property wherever located and however caused. Without limiting the generality of the foregoing, this includes all claims for, or

arising by reason of, the Property or any part thereof, which is in need of repair or by reason of any act or neglect of any Owner, Occupant, the Association and their representative agents, employees, guests and invitees or by reason of any neighboring property or personal property located on or about the Property, or by reason of the failure to furnish or disrepair of any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.), except as provided by any written warranty provided to an Owner or the Association.

11.6. Sound Disclosure. Declarant hereby discloses to each Lot Owner that prior to the Turnover Date, the Subdivision, and any adjacent property or Additional Land owned by Declarant or a Builder, will be subject to ongoing construction, resulting in construction noise occurring throughout the day. As such, each Owner or Occupant, upon closing on the purchase of his/her Lot or occupancy of a Residence, hereby accepts the Residence and Lot in such condition with respect to any construction sounds prior to the Turnover Date, and releases Developer and Builder from any and all claims arising from or relating to noise resulting from said construction within the Subdivision and adjoining property or Additional Land owned by Declarant.

ARTICLE XII.
SPECIAL DECLARANT RIGHTS

12.1. Use for Sale Purposes. Declarant reserves for itself, its successors and assigns, and any Builder the right to maintain sales offices and models on the Lots.

12.2. Signs and Marketing. The Declarant reserves the right for itself and any Builder to post signs and displays in the Property to promote sales of Lots, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Owners.

12.3. Control of the Association.

12.3.1. Appointment of Directors and Officers. The Declarant reserves the right to appoint and remove the Members of the Board and the Officers of the Association until such time as 95% of the Lots located on the Property, including any Additional Property, have been sold.

12.3.2. Early Termination of Control. The Declarant may voluntarily surrender the right to appoint and remove directors and officers before the termination of the period set forth above. In that event, the Declarant may require, for the duration of that period, that specified actions of the Association or the Board be approved by Declarant before they become effective.

12.4. Declarant's Personal Property. The Declarant and any Builder reserve the right to retain all personal property and equipment used in sales, management, construction and maintenance of the premises that has not been represented as property of the Association. The Declarant and Builder reserve the right to remove, within one (1) year after the sale of the last

Lot, from the Property any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

12.5. 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. No such amendment, however, shall materially affect any Owner's interest in the Association or the Common Elements. Each Owner and his mortgagee, 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 Declarant to be necessary or proper to effectuate the provisions of this paragraph.

ARTICLE XIII.
DURATION, AMENDMENT AND TERMINATION

13.1. Amendment. During the period in which the Declarant owns any portion of the Property, any provision of this Declaration may be amended in whole or in part by a recorded instrument executed by Declarant and approved by the Owners of at least seventy-five percent (75%) of all Lots. For the purpose of voting upon an amendment to this Declaration, each Lot owned by the Declarant shall count as ten (10) Lots.

After the Declarant has sold and conveyed all portions of the Property, any provision of this Declaration may be amended in whole or in part by a recorded instrument approved by the Owners of at least seventy-five percent (75%) of all Lots.

All amendments shall be executed by the Declarant, if required, and shall be executed by the President and Secretary of the Association. Such amendment shall certify that the proper notices were sent and that the requisite vote was obtained. Amendments need not be signed by the Owners. All amendments must be recorded with the Hamilton County, Ohio Recorder in order to be effective.

13.2. Termination. This Declaration and the regime created thereby may be terminated only in accordance with this Section.

13.2.1. Consent Required. This Declaration may be terminated only upon consent of eighty percent (80%) of the Owners after the Turnover Date as identified in Section 1.18.

13.2.2. Agreement to Terminate. No termination shall be effective unless an agreement to terminate is filed for record with the Hamilton County, Ohio Recorder. The requisite number of Owners shall execute this agreement in the same manner as a deed. The agreement shall provide for disposition of the Common Elements, disposition of Association funds, and other resolutions and provisions necessary to terminate the regime and wind up the affairs of the Association.

ARTICLE XIV.
MISCELLANEOUS

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

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

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

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

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

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

David Sehlhorst, President of **Ritter Farm Development Company, Inc.**, an Ohio corporation, does hereby establish these conditions and restrictions for the Property heretofore described, and has hereunto set his hand this 8th day of March, 2016.

Ritter Farm Development Company, Inc.,
An Ohio Corporation

By: _____
David Sehlhorst, President

State of KY)
) **:ss**
County of Kenton)

The foregoing instrument was acknowledged before me this 8 day of Mar 2016, by **David Sehlhorst**, President of **Ritter Farm Development Company, Inc.**, an Ohio corporation, on behalf of the corporation.

_____
Notary Public

My Commission expires: 7-6-19

ANNE K. ROSENFELDT Notary ID # 537349 NOTARY PUBLIC STATE AT LARGE, KENTUCKY Exp. 07/06/2019

The following Owners of Lots within Ritter Farm Subdivision hereby consent to the subjection of their property to the preceding Declaration.

Timothy D. Sedler
Owner, Lot 1

State of Ohio)
) :ss
County of Hamilton)

The foregoing instrument was acknowledged before me this 8th day of MARCH, 2016, by **Timothy D. Sedler**.

Patricia A. Griffin
Notary Public

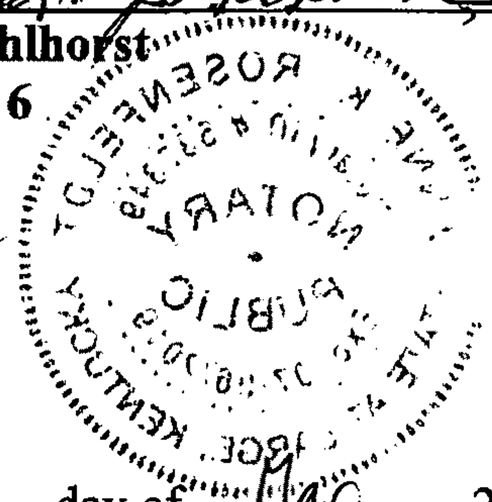


Patricia A. Griffin
Notary Public, State of Ohio
My Commission Expires 03-19-2018

My Commission expires: 3-19-18

Diana L. Sehlhorst

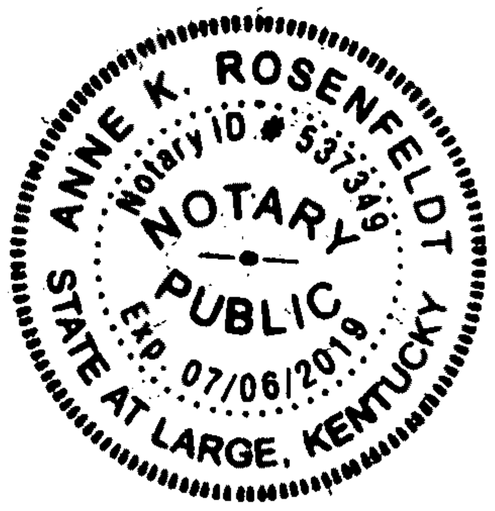
Diana L. Sehlhorst
Owner, Lot 6



State of KY)
) :ss
County of Kenton)

The foregoing instrument was acknowledged before me this 8 day of Mar, 2016, by **Diana L. Sehlhorst.**

Anne K Rosenfeldt
Notary Public



My Commission expires: 7-6-19

Daniel T. Rogers

Daniel T. Rogers
Owner, Lot 42

State of Ohio)
) :ss
County of Hamilton)

The foregoing instrument was acknowledged before me this 8 day of March, 2016, by **Daniel T. Rogers.**

IVETTE DONOHUE
MY COMMISSION #FF168939
EXPIRES November 8, 2018
(407) 398-0153 FloridaNotaryService.com

Notary Public

My Commission expires:_____

This instrument was prepared by:

Amy Schott Ferguson, Esq.
Cuni, Ferguson, & LeVay Co., L.P.A.
10655 Springfield Pike
Cincinnati, Ohio 45215-1120
(513) 771-6768 – Telephone
(513) 771-6781 – Facsimile
AFerguson@cfl-law.com – Email

EXHIBIT A

Situated in Section 36, Town 3, Range 1, Delhi Township, City of Cincinnati, Hamilton County, Ohio and known as Lots 1-13, inclusive, 37-42, inclusive, and 79-85, inclusive, recorded at Plat Book 447, Page 87 of the Hamilton County, Ohio Records.

EXHIBIT B
LEGAL DESCRIPTION
18.2035 ACRES
RESIDUE TRACT

SITUATE IN SECTIONS 6 AND 36, TOWN 2, FRACTIONAL RANGE 1, PART LOCATED IN THE CITY OF CINCINNATI AND PART LOCATED IN DELHI TOWNSHIP, HAMILTON COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING 1" IRON PIPE (DESTROYED) AT THE NORTHEAST CORNER OF LOT 46 OF FOLEY & CLARK'S ADDITION TO HOME CITY AS RECORDED IN PLAT BOOK 10, PAGE 13 OF THE HAMILTON COUNTY, OHIO RECORDS, SAID POINT BEING IN THE SOUTHERLY RIGHT OF WAY OF CHEROKEE AVENUE (MOUND STREET); THENCE LEAVING THE EASTERLY LINE OF SAID FOLEY & CLARK'S ADDITION TO HOME CITY ALONG THE SOUTHERLY RIGHT OF WAY OF CHEROKEE AVENUE (MOUND STREET), NORTH 53°00'00" EAST, 25.00 FEET TO A SET 5/8" IRON PIN AND CAP AT THE MOST SOUTHERLY CORNER OF LOT 47 OF SAID FOLEY & CLARK'S ADDITION TO HOME CITY; THENCE LEAVING THE SOUTHERLY RIGHT OF WAY OF CHEROKEE AVENUE (MOUND STREET), ALONG THE EASTERLY RIGHT OF WAY OF CHEROKEE AVENUE (MOUND STREET), NORTH 37°02'00" WEST, 49.95 FEET TO A SET 5/8" IRON PIN AND CAP AT THE SOUTHWEST CORNER OF THE PROPERTY AS CONVEYED TO WILLIAM T. RITTER, SR. IN OFFICIAL RECORD 10268, PAGE 3451 OF THE HAMILTON COUNTY, OHIO RECORDS; THENCE LEAVING THE EASTERLY RIGHT OF WAY OF CHEROKEE AVENUE (MOUND STREET), ALONG THE SOUTHERLY LINE OF SAID RITTER TRACT, NORTH 52°50'00" EAST, 93.22 FEET TO A SET 5/8" IRON PIN AND CAP AT THE SOUTHEAST CORNER OF SAID RITTER TRACT; SAID POINT BEING THE MOST SOUTHERLY CORNER OF THE PROPERTY AS CONVEYED TO WILLIAM T. RITTER, SR. IN OFFICIAL RECORD 11736, PAGE 1491 OF THE HAMILTON COUNTY, OHIO RECORDS; THENCE ALONG THE EASTERLY LINES OF LAST MENTIONED RITTER TRACT THE FOLLOWING 3 COURSES AND DISTANCES, NORTH 17°04'51" EAST, 49.27 FEET TO A SET 5/8" IRON PIN AND CAP; THENCE

NORTH 29°55'49" WEST, 63.94 FEET TO SET 5/8" IRON PIN AND CAP AND NORTH 41°44'48" WEST, 30.23 FEET TO A SET 5/8" IRON PIN AND CAP AT THE MOST NORTHERLY CORNER OF LAST MENTIONED RITTER TRACT; SAID POINT BEING THE NORTHEAST CORNER OF THE FIRST MENTIONED RITTER TRACT; THENCE ALONG THE NORTHERLY LINE OF THE FIRST MENTIONED RITTER TRACT, SOUTH 73°17'00" WEST, 70.00 FEET TO A SET 5/8" IRON PIN AND CAP AT THE NORTHWEST CORNER OF SAID RITTER TRACT, SAID POINT BEING IN THE EASTERLY LINE OF THE AFOREMENTIONED LOT 47; THENCE LEAVING THE NORTHERLY LINE OF SAID RITTER TRACT, ALONG THE EASTERLY LINE OF SAID LOT 47, NORTH 16°43'00" WEST, 322.61 FEET TO A SET 5/8" IRON PIN AND CAP AT THE NORTHEAST CORNER OF SAID LOT 47, SAID POINT BEING IN THE SOUTHERLY LINE OF THE PROPERTY AS CONVEYED TO DONALD Y. BERNARD IN DEED BOOK

5231, PAGE 1216 OF THE HAMILTON COUNTY, OHIO RECORDS; THENCE LEAVING THE EASTERLY LINE OF SAID LOT 47, ALONG THE SOUTHERLY LINE OF SAID BERNARD TRACT, NORTH 52°17'27" EAST, 945.05 FEET TO AN EXISTING ½" IRON PIN AT THE SOUTHWEST CORNER OF THE PROPERTY AS CONVEYED TO EDWARD R. & CATHERINE J. JASPERS IN DEED BOOK 5165, PAGE 949 OF THE HAMILTON COUNTY, OHIO RECORDS; THENCE LEAVING THE SOUTHERLY LINE OF SAID BERNARD TRACT, ALONG THE SOUTHERLY LINE OF SAID JASPER TRACT, SOUTH 55°58'14" EAST,(PASSING A SET 5/8" IRON PIN AND CAP AT 349.37 FEET) 379.50 FEET TO AN EXISTING ½" IRON PIN AT THE SOUTHEAST CORNER OF SAID JASPER TRACT, SAID POINT BEING IN THE ORIGINAL CENTERLINE OF HILLSIDE AVENUE; THENCE LEAVING THE SOUTHERLY LINE OF SAID JASPERS TRACT, ALONG THE ORIGINAL CENTERLINE OF HILLSIDE AVENUE, THE FOLLOWING TWO COURSES AND DISTANCES, SOUTH 10°20'59" WEST, 63.40 FEET TO A SET 5/8" IRON PIN AND CAP AND SOUTH 07°43'01" EAST, 71.11 FEET TO A POINT AT THE NORTHEAST CORNER OF RITTER FARM SUBDIVISION SECTION 1, BLOCK "A" AS RECORDED IN PLAT BOOK 447, PAGES 86 AND 87 OF THE HAMILTON COUNTY, OHIO RECORDS; THENCE LEAVING THE ORIGINAL CENTERLINE OF HILLSIDE AVENUE ALONG THE LINES OF SAID RITTER FARM SUBDIVISION SECTION 1, BLOCK "A", THE FOLLOWING TWELVE COURSES AND DISTANCES, SOUTH 67°33'02" WEST, 262.29 FEET TO A POINT; THENCE SOUTH 38°05'42" WEST, 208.00 FEET TO A POINT; THENCE SOUTH 23°35'53" WEST, 57.97 FEET TO A POINT; THENCE ALONG A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 400.00 FEET; A DISTANCE OF 25.49 FEET, THE CHORD OF SAID CURVE BEARS, NORTH 68°13'39" WEST, 25.49 FEET TO A POINT; THENCE SOUTH 19°56'48" WEST, 162.12 FEET TO A POINT; THENCE SOUTH 50°48'15" EAST, 145.69 FEET TO A POINT; THENCE SOUTH 16°05'40" EAST, 111.62 FEET TO A POINT; THENCE SOUTH 64°33'29" WEST, 9.18 FEET TO A POINT; THENCE SOUTH 26°29'15" EAST, 124.78 FEET TO A POINT; THENCE ALONG A CURVE DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 130.00 FEET; A DISTANCE OF 47.00 FEET, THE CHORD OF SAID CURVE BEARS, SOUTH 73°52'11" WEST, 46.74 FEET TO A POINT; THENCE SOUTH 05°46'24" EAST, 188.30 FEET TO A POINT; THENCE SOUTH 66°14'00" EAST, 44.10 FEET TO THE SOUTHWEST CORNER OF SAID RITTER FARM SUBDIVISION

SECTION 1, BLOCK "A"; THENCE LEAVING THE LINES OF SAID RITTER FARM SUBDIVISION SECTION 1, BLOCK "A", THENCE SOUTH 53°46'00" WEST, 385.19 FEET TO A SET 5/8" IRON PIN AND CAP IN THE EASTERLY LINE OF THE PROPERTY AS CONVEYED TO THE CITY OF CINCINNATI BOARD OF EDUCATION IN OFFICIAL RECORD 11485, PAGE 835 OF THE HAMILTON COUNTY, OHIO RECORDS; THENCE ALONG THE EASTERLY LINE OF SAID BOARD OF EDUCATION TRACT, NORTH 37°00'00" WEST, 9.27 FEET TO A SET 5/8" IRON PIN AND CAP AT THE NORTHEAST CORNER OF SAID BOARD OF EDUCATION TRACT, SAID POINT BEING THE SOUTHEAST CORNER OF THE PROPERTY AS CONVEYED TO THE CITY OF CINCINNATI IN DEED BOOK 6908, PAGE 1686 OF THE HAMILTON COUNTY, OHIO RECORDS; THENCE ALONG THE EASTERLY LINE OF SAID CITY OF CINCINNATI TRACT AND THE EASTERLY LINE OF THE AFOREMENTIONED FOLEY & CLARK'S ADDITION TO HOME CITY, NORTH 37°02'00" WEST, 570.32 FEET TO THE PLACE OF BEGINNING.

THUS CONTAINING 18.2035 ACRES OF LAND AND BEING SUBJECT TO THE RIGHT OF WAY OF HILLSIDE AVENUE AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

BEARING USED IN THIS LEGAL DESCRIPTION ARE BASED ON RANDOM BEARING SYSTEM RELATIVE TO AN EXISTING SURVEY BY DANIEL L. O'CONNELL AS RECORDED IN DEED BOOK 6908, PAGE 1686 OF THE HAMILTON COUNTY, OHIO RECORDS.

FILE:09-0127.LD10-18.2035AC

MORTGAGEE CONSENT AND APPROVAL

Sedler Brothers, LLC, the holder of a certain mortgage encumbering all the Lots except for Lots 1, 6 and 42 of **Ritter Farm Subdivision,** hereby consents to and approves the Declaration of Covenants, Conditions Restrictions and Reservation of Easements and By-Laws and Code of Regulations.

SEDLER BROTHERS, LLC
An Ohio Limited Liability Company

By: _____
Print Name: Tommy Sedler
Its: Authorized Member

BY-LAWS AND CODE OF REGUALTIONS OF WINDING WALKS HOMEOWNERS' ASSOCIATION

This will certify that the By-Laws and Code of Regulations of Winding Walks Homeowners' Association is herewith recorded in the office of the County Auditor, Hamilton County, Ohio, this _____ day of _____, 20_____.

HAMILTON COUNTY AUDITOR

By _____

Amy Schott Ferguson, Esq.
Cuni, Ferguson & LeVay Co., LPA
10655 Springfield Pike
Cincinnati, Ohio 45215
(513) 771-6768

BY-LAWS AND CODE OF REGULATIONS
OF
WINDING WALKS HOMEOWNERS' ASSOCIATION

ARTICLE I.
NAME

The name of the Association is **Winding Walks Homeowners' Association**, hereinafter referred to as the "**Association**."

ARTICLE II.
PRINCIPAL OFFICE AND MEETINGS

The principal office of the Association shall be located at 4450 Monroe Street, Hooven, Ohio 45033 unless changed by a majority vote of the Board of Directors. Meetings of Members and Directors may be held at such places within Hamilton County, Ohio, as may be designated by the Board of Directors.

ARTICLE III.
DEFINITIONS

The capitalized terms used herein shall have the same meanings as set forth in Article I of the Declaration.

ARTICLE IV.
MEMBERSHIP

Section 4.1. **Membership.** The Members of the Association are the Owners.

Section 4.2. **Suspension.** The voting and other Membership rights of any Member may be suspended by action of the Board of Directors during any period when the Member has failed to pay any charge then due and payable as set forth within the Declaration; but, upon payment of all past due charges, the rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of the Common Element, or any common facilities, or the personal conduct of any person thereon, the voting or other Membership rights of any Member may be suspended by action of the Board of Directors for a period not to exceed thirty (30) days, if the Member, the Member's family, tenants, or the guests of any of them shall have violated such rules and regulations.

ARTICLE V.
MEETINGS OF MEMBERS

Section 5.1. **Annual Meetings.** The Annual Meeting of the Association shall be held at the location and at the hour specified in the Notice of Meeting as set by the Board of Directors.

Section 5.2. Special Meetings. Special Meetings of the Members for any purpose may be called at any time by the President, or by any two (2) or more Directors. The Secretary shall call a Special Meeting upon written request of the Members who have the right to vote not less than one-fourth ($1/4^{th}$) of all the votes of the entire Membership.

Section 5.3. Notices. Written notice of meeting shall be given to the Members by the Secretary. Notice may be given to the Member either personally, or by mailing a copy of the notice, postage prepaid, to the address appearing on the books of the Association. Each Member shall register his or her address and any change of address with the Secretary. Notice of any meeting, regular or special, shall be mailed not less than fifteen (15) nor more than thirty (30) days in advance of the meeting and shall set forth the place, day and hour of the meeting, and in case of a Special Meeting, the purpose of the meeting.

Section 5.4. Proxy Voting. At all meetings of the Members, each Member may vote in person or by proxy. All proxies must be in writing and be filed with the Secretary at the commencement of the meeting.

Section 5.5. Quorum. Those Members present in person or by proxy at a duly-called meeting of the Members shall constitute a quorum for any action.

Section 5.6. Voting. The vote of the majority of those present, either in person or by proxy, shall decide any question brought before the meeting, unless the question is one upon which a different vote is required by provision of the laws of the State of Ohio, the Articles of Incorporation, these By-Laws and Code of Regulations, or the Declaration.

ARTICLE VI.
BOARD OF DIRECTORS

Section 6.1. Membership and Powers. The Association shall be governed by a Board of five (5) Directors.

6.1.1. The Association, through its Board of Directors, shall do both of the following:

6.1.1.1. Annually adopt and amend an estimated budget for revenues and expenditures. Any budget shall include reserves in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of Special Assessments, unless the Owners, exercising not less than a majority of the voting power of the Association, waive the reserve requirement annually.

6.1.1.2. Collect Assessments for Common Expenses from Owners in accordance with the Declaration.

6.1.2. The Association, through its Board of Directors, may do any of the following:

6.1.2.1. Hire and fire managing agents, attorneys, accountants, and other independent professionals and employees that the Board determines are necessary or desirable in the management of the Property and the Association;

6.1.2.2. Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board of Directors, or the Property, or that involves two (2) or more Owners and relates to matters affecting the Property;

6.1.2.3. Enter into contracts and incur liabilities relating to the operation of the Property;

6.1.2.4. Enforce all provisions of the Declaration, By-Laws, Covenants, Conditions, Restrictions, and Articles governing the Lots and Common Area;

6.1.2.5. Adopt and enforce Rules that regulate the maintenance, repair, replacement, modification, and appearance of Common Area, and any other rules as the Declaration provides;

6.1.2.6. Acquire, encumber, and convey or otherwise transfer real and personal property, subject to Section 5312.10 of the Ohio Revised Code;

6.1.2.7. Hold in the name of the Association the real property and personal property;

6.1.2.8. Grant easements, leases, licenses, and concessions through or over the Common Area;

6.1.2.9. Levy and collect fees or other charges for the use, rental, or operation of the Common Area or for services provided to Owners;

6.1.2.10. Pursuant to Section 5312.11 of the Ohio Revised Code, levy the following Charges and Assessments:

6.1.2.10.1. Interest and charges for the late payment of Assessments;

6.1.2.10.2. Returned check charges;

6.1.2.10.3. Enforcement Assessments for violations of the Declaration, the By-Laws, and the Rules of the Association;

6.1.2.10.4. Charges for damage to the Common Area or other Property.

6.1.2.11. Adopt and amend Rules that regulate the collection of delinquent Assessments and the application of payments of delinquent Assessments;

6.1.2.12. Impose reasonable charges for preparing, recording, or copying the Declaration, By-Laws, amendments to the Declaration and By-Laws, resale certificates, or statements of unpaid Assessments;

6.1.2.13. Authorize entry to any portion of the Property by designated individuals when conditions exist that involve an imminent risk of damage or harm to the Common Area;

6.1.2.14. Subject to division (A)(1) of Section 5312.09 of the Ohio Revised Code, borrow money and assign the right to Assessments or other future income to a lender as security for a loan to the Association;

6.1.2.15. Suspend the voting privileges of an Owner who is delinquent in the payment of Assessments for more than thirty (30) days;

6.1.2.16. Purchase insurance and fidelity bonds the Directors consider appropriate and necessary;

6.1.2.17. Invest excess funds in investments that meet standards for fiduciary investments under the laws of Ohio;

6.1.2.18. Exercise powers that are any of the following:

6.1.2.18.1. Conferred by the Declaration or By-Laws;

6.1.2.18.2. Permitted to be exercised in Ohio by a nonprofit corporation;

6.1.2.18.3. Necessary and proper for the government and operation of the Association.

Section 6.2. Number and Qualification of Directors. The Board of Directors of the Association shall consist of five (5) persons. All Directors must be Owners of Lots. The spouse of an Owner is qualified to act as a Director if both the Owner and the spouse occupy the Lot. No person and his or her spouse may serve on the Board at the same time. If an Owner is not an individual, any principal, Member of a limited liability company, partner, director, officer, director or employee of the Owner may be elected to the Board.

The Board shall manage and conduct the business and affairs of this Association and exercise the powers and duties set forth in the Declaration and these By-Laws, until their successors are elected and qualified.

ARTICLE VII.
BOARD OF DIRECTOR MEETINGS

Section 7.1. **Regular Meetings.** The Board shall meet at regular meetings established as to time and place by the Board.

Section 7.2. **Notices/Waiver.** No notice need be given for any regular meeting of the Board. Notice of any Special Meeting shall be sufficient if mailed to each Director, postage prepaid, or personally delivered to such Director at his or her address as it appears on the records of the Association, at least five (5) days before the meeting. No notice need be given to any Director who attends the meeting, or to any Director who in writing, before or after the meeting, waives such notice.

Section 7.3. **Special Meetings.** Special Meetings of the Board of Directors shall be called by the Secretary upon request by any officer of the Association or by any two (2) Directors.

Section 7.4. **Quorum.** At all meetings of the Board, a quorum shall be three (3) Directors, and, except as otherwise provided by law or by the Articles of Incorporation, the Declaration, or these By-Laws and Code of Regulations, the act of a majority of the Directors present shall be the act of the Board.

ARTICLE VIII.
BOARD ELECTIONS

Section 8.1. **Nominations.** Nominations for election to the Board of Directors shall be made by the Members of the Association at the Annual Meeting, or at a Special Meeting called for such purpose.

Section 8.2. **Nominees.** The Members of the Association shall make as many nominations for election to the Board of Directors as they shall in their discretion determine, but no less than the number of vacancies to be filled. Nominees shall be Owners of Lots or their spouses under Section 6.3.

Section 8.3. **Election.** Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast in respect to each vacancy, one (1) vote per Lot. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 8.4. **Term of Office of Directors.** For the purpose of providing continuity of experience and service on the Board of Directors, beginning with the Turnover Meeting, the Association shall phase in a procedure to provide that Members of the Board of Directors shall serve for two (2) year terms, with three (3) Members of the Board of Directors standing for election in even years, and two (2) Members of the Board of Directors standing for election in odd years.

ARTICLE IX.
OFFICERS

Section 9.1. Officers. The officers of the Association shall be a President, Secretary, and a Treasurer. All officers shall be Members of the Board of Directors.

Section 9.2. Election by Directors. All officers shall be elected by the Board in a Board meeting immediately after the Annual Meeting of the Members, and shall be chosen by a majority vote of the Directors. Each officer shall hold office until his or her successor shall have been duly elected and qualified, or until his or her death, resignation, or removal in accordance with the By-Laws and Code of Regulations.

Section 9.3. Term of Office. Each officer shall serve for a one (1) year term.

Section 9.4. President's Duties. The President shall be the chief executive officer of the Association, and shall have general supervision of the affairs and property of the Association and over its officers, subject to the direction of the Board of Directors. The President shall, if present, preside over all meetings of the Board of Directors, and shall generally do and perform all acts incident to the office of President. The President may sign in the name and on behalf of the Association all notes, leases, mortgages, deeds, and all other written instruments authorized by the Board, except where the Board shall delegate the execution thereof to some other officer or agent of the Association. The President may also be a co-signatory on all checks and notes of the Association.

Section 9.5. Secretary's Duties. The Secretary shall act as Secretary of the Board of Directors, and shall record the votes and keep the minutes of all proceedings in a book or other records. The Secretary shall keep the records of the Association, shall record the names and addresses of all Members of the Association, and shall see that all notices are duly given as required by these By-Laws and Code of Regulations or applicable law.

Section 9.6. Treasurer's Duties. The Treasurer shall receive and deposit in bank accounts approved by the Board, all moneys of the Association and shall disburse such funds as directed by a resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for the disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall sign all checks and notes of the Association.

Section 9.7. Books and Accounting. The Treasurer shall keep proper books of account. The Treasurer shall prepare an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be presented to the Membership at its Annual Meeting.

Section 9.8. Resignation and Removal. Any officer may be removed from office upon just cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such

notice, or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 9.9. Vacancies. A vacancy in any office may be filled by vote of the Members of the Board of Directors at a Board meeting. The officer elected to fill such vacancy shall serve for the remainder of the term of the officer replaced.

Section 9.10. Multiple Offices. The office of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices.

ARTICLE X.
MISCELLANEOUS

Section 10.1. Books and Records. The books, records and papers of the Association shall, during reasonable business hours, be subject to inspection by any Member.

Section 10.2. Fiscal Year. The fiscal year shall begin on the first day of January every year, except that the first year of the Association shall begin on the date of incorporation. The commencement date of the fiscal year herein established may be changed by the Board of Directors, if deemed necessary or expedient.

Section 10.3. Execution of Corporation Documents. All notes, contracts, other documents, checks and other drafts shall be executed on behalf of the Association by such officers, agents or other persons as are from time to time designated by the Board of Directors.

Section 10.4. Conflict. In case of any conflict between the Articles of Incorporation and these By-Laws and Code of Regulations, the Articles shall control; and in the case of conflict between the Declaration and these By-Laws and Code of Regulations, the Declaration shall control.

Section 10.5. Amendments. These By-Laws and Code of Regulations may be amended by the affirmative vote of fifty-one percent (51%) of the Members of the Association.

Section 10.6. Insurance. The Board of Directors may purchase insurance to protect the Members of the Board and the officers of the Association against loss, liability, or claim which may result from their activities as such Directors or Officers.

Amy Schott Ferguson

Amy Schott Ferguson, Sole Incorporator

ACTION BY UNANIMOUS WRITTEN CONSENT

OF THE MEMBERS

OF WINDING WALKS HOMEOWNERS' ASSOCIATION

This Action By Unanimous Written Consent of the Members of **Winding Walks Homeowners' Association,** an Ohio non-profit corporation (the "**Corporation**"), is undertaken to adopt the By-Laws and Code of Regulations of Winding Walks Homeowners' Association. The following By-Laws are adopted and shall be effective on the last date of execution of this document.

Executed at Cincinnati, Ohio on the 8th day of March, 2016.

Ritter Farm Development Company, Inc.
An Ohio corporation

By: _____
David Sehlhorst, Member

_____
Timothy D. Sedler, Owner Lot 1

_____
Diana L. Sehlhorst, Owner Lot 6

_____
Daniel T. Rogers, Owner Lot 42

ACTION BY UNANIMOUS WRITTEN CONSENT

OF THE MEMBERS

OF WINDING WALKS HOMEOWNERS' ASSOCIATION

This Action By Unanimous Written Consent of the Members of **Winding Walks Homeowners' Association,** an Ohio non-profit corporation (the "**Corporation**"), is undertaken to adopt the By-Laws and Code of Regulations of Winding Walks Homeowners' Association. The following By-Laws are adopted and shall be effective on the last date of execution of this document.

Executed at Cincinnati, Ohio on the _____ day of _____, 2016.

Ritter Farm Development Company, Inc.
An Ohio corporation

By: _____
David Sehlhorst, Member

_____
Timothy D. Sedler, Owner Lot 1

_____
Diana L. Sehlhorst, Owner Lot 6

Daniel T. Rogers
_____
Daniel T. Rogers, Owner Lot 42

13120 01469

Doc ID --> 201515915022

Prescribed by:
The Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.sos.state.oh.us
e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)	
Mail Form to one of the following:	
○ Yes	PO Box 1390 Columbus, OH 43216 *** Requires an additional fee of $100 ***
◉ No	PO Box 670 Columbus, OH 43216

INITIAL ARTICLES OF INCORPORATION

(For Domestic Profit or Nonprofit)
Filing Fee $125.00

RECEIVED
JUN - 1 2015
OHIO SECRETARY OF STATE

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

(1) ☐ Articles of Incorporation Profit (113-ARF) ORC 1701	(2) ☑ Articles of Incorporation Non-Profit (114-ARN) ORC 1702	(3) ☐ Articles of Incorporation Professional (170-ARP) Profession _____ ORC 1785

Complete the general information in this section for the box checked above.

FIRST: Name of Corporation Winding Walks Homeowners' Association

SECOND: Location Sayler Park *(City)* Hamilton *(County)*

Effective Date **(Optional)** _____ *(mm/dd/yyyy)* ***Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.***

☑ ***Check here if additional provisions are attached***

Complete the information in this section if box (2) or (3) is checked. Completing this section is optional if box (1) is checked.

THIRD: Purpose for which corporation is formed

to act on behalf of the Owners to provide for maintenance, preservation, and architectual control of Winding Walks Homeowners' Association and to promote the health, safety and welfare of the residents.

Complete the information in this section if box (1) or (3) is checked.

FOURTH: The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their par value if any)

_____ *(No. of Shares)* _____ *(Type)* _____ *(Par Value)*

(Refer to instructions if needed)

Completing the information in this section is optional

FIFTH: The following are the names and addresses of the individuals who are to serve as initial Directors.

David Sehlhorst
(Name)
4450 Monroe Street
(Street) ***NOTE: P.O. Box Addresses are NOT acceptable.***

Hooven *(City)* | Ohio *(State)* | 45033 *(Zip Code)*

Doug Sehlhorst
(Name)
6667 Muddy Creek Road
(Street) ***NOTE: P.O. Box Addresses are NOT acceptable.***

Cincinnati *(City)* | Ohio *(State)* | 45233 *(Zip Code)*

Dan Sehlhorst
(Name)
6203 Werk Road
(Street) ***NOTE: P.O. Box Addresses are NOT acceptable.***

Cincinnati *(City)* | Ohio *(State)* | 45248 *(Zip Code)*

REQUIRED
Must be authenticated **(signed)** by an authorized representative
(See Instructions)

Amy S. Ferguson
Authorized Representative

5-11-15
Date

(Print Name)

Authorized Representative

Date

(Print Name)

Authorized Representative

Date

(Print Name)

Complete the information in this section if box (1) (2) or (3) is checked.

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of Ritter Farm Homeowners' Association hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is

Amy Schott Ferguson, Esq.
(Name)

10655 Springfield Pike
(Street) ***NOTE: P.O. Box Addresses are NOT acceptable.***

Cincinnati ,**Ohio** 45215
(City) *(Zip Code)*

Must be authenticated by an authorized representative

Amy Schott Ferguson
Authorized Representative — Date: 5-11-15

Authorized Representative — Date

Authorized Representative — Date

ACCEPTANCE OF APPOINTMENT

The Undersigned, Amy Schott Ferguson, named herein as the

Statutory agent for, Winding Walks Homeowners' Association
, hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature: Amy Schott Ferguson
(Statutory Agent)

ADDITIONAL PROVISIONS TO THE ARTICLES OF INCORPORATION FOR WINDING WALKS HOMEOWNERS' ASSOCIATION

In compliance with the requirements of the provisions of Chapter 1702 of the Ohio Revised Code, the undersigned hereby forms a nonprofit corporation and certifies:

ARTICLE I
PURPOSE AND POWER

The purposes for which this Association is formed are to act on behalf of the improvements and/or other rights regarding land created for the common benefit of the members the owners at Winging Walks Homeowners' Association and administer the Winding Walks ("Property"); to provide for maintenance, preservation and architectural control of the Property; and to promote the health, safety and welfare of the residents. To promote these purposes, the Association shall have the following powers:

to adopt and amend By-Laws for the government of the Association, the conduct of its affairs, and the management of the Property;

to adopt rules and regulations for the use and occupation of the improvements and/or easements or other rights regarding land created for the common benefit of the members (the "Common Element") and to enforce violations of the rules and regulations and the provisions and restrictions of the Declaration as against the Owners and occupants;

to adopt and amend budgets for revenues, expenditures and reserves and levy and collect Assessments from Owners;

to hire and discharge managing agents and other employees, agents and independent contractors;

to institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the Property;

to make contracts and incur liabilities;

to regulate the use, maintenance, repair, replacement and modification of the Common Elements for which the Association has maintenance responsibility and other rights as set forth herein;

to cause additional improvements to be made as part of the Common Element;

to acquire, hold, encumber and convey in its own name any right, title or interest to real estate or personal property;

to grant easements, liens, licenses and concessions through or over the Common Element;

to impose and receive any payments, fees or charges for the use, rental or operation of the Common Element and for services provided to Owners;

to impose charges for late payments of Assessments and after notice and an opportunity to be heard, levy reasonable enforcement assessments for violations of the Declaration, By-Laws, and Rules and Regulations of the Association;

to impose reasonable charges for the preparation and recordation of amendments to the Declaration or for statements of unpaid Assessments;

to provide for indemnification of its officers and Board of Directors and maintain directors' and officers' liability insurance;

to assign its right to future income, including the right to receive Assessments;

to exercise any other powers conferred by the Declaration, By-Laws or Articles of Incorporation;

to exercise all other powers that may be exercised in this state by nonprofit corporations;

to exercise any other powers necessary and proper for the governance and operation of the Association.

The Association shall not do any act or enter into any agreement or enter into any transaction in a manner which would violate any provision of Chapter 1702 of the Ohio Revised Code or the provisions of these Articles, the Declaration or the By-Laws.

ARTICLE II
INDEMNIFICATION

(1) The Association shall indemnify every person who is or has been a Director, officer, agent, employee or volunteer of the Association and those persons' respective heirs, legal representatives, successors and assigns, against expenses, including attorneys' fees, judgments, decrees, fines, penalties, and amounts paid in settlement actually and reasonably incurred in connection with any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative, and whether in an action or proceeding by or in the right of the Association, or otherwise, in which such person was or is a party or is threatened to be made a party by reason of the fact that person was a Director, officer, agent, employee or volunteer of the

Association, or is or was serving in such capacity at the request of the Association, provided that person **(a)** acted in good faith and in a manner that person believed to be in or not opposed to the best interests of the Association, and **(b)** in any matter the subject of a criminal action or proceeding, had no reasonable cause to believe the questioned conduct was unlawful. However, in the case of any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor against any such person by reason of that person serving in such capacity, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of a duty to the Association unless and only to the extent that the Court in which such action was brought shall determine upon application that in view of all the circumstances of the case that person is fairly and reasonably entitled to indemnity for such expenses as the Court shall deem proper.

(2) Unless ordered by a Court, the determination of indemnification, pursuant to the foregoing criteria, shall be made **(a)** by a majority vote of a quorum of Directors of the Association who were not and are not parties to or threatened with any such action, suit or proceeding, or **(b)** if such a quorum is not obtainable, or if a majority of the quorum of disinterested Directors so direct, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Association or any person to be indemnified within the past five years, or **(c)** by the owners, or **(d)** by the Court in which such action, suit or proceeding was brought.

(3) Any such indemnification shall not be deemed exclusive of any other rights to which such person may be entitled under law, any agreement, or any insurance purchased by the Association, or by vote of the owners, or otherwise.

ARTICLE III
BOARD MEMBERS

The initial member(s) of the Board of Directors shall be:

David A. Sehlhorst
4450 Monroe Street
Hooven, Ohio 45033

Doug Sehlhorst
6667 Muddy Creek Road
Cincinnati, Ohio 45233

Dan Sehlhorst
6203 Werk Road
Cincinnati, Ohio 45248

ARTICLE IV
DURATION

The Association may be dissolved only with the same consents as are required to terminate the regime, as provided in the Declaration. In the event that the Association is dissolved, all of its assets shall be dedicated to a public body, or conveyed to a nonprofit organization with similar purposes.

Amy Schott Ferguson

Amy Schott Ferguson, Esq., Sole Incorporator

13211 01659 Coates
on County Recorder's Office
16-65036 Type: MT
Filed: 07/19/16 12:41:23 PM $88.00
Off.Rec.: 13211 01659 F 7 362

X

TRANSFERRED

2016 JUL 19 PM 12:31

DUSTY RHODES
HAMILTON COUNTY AUDITOR

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR WINDING WALKS HOMEOWNERS' ASSOCIATION

■1321101659F■

WHEREAS, the Declaration of Covenants and Restrictions for Winding Walks Homeowners' Association, Inc. (the "Declaration") was recorded on March 10, 2016 at Official Record Book 13120, Page 1429 of the Hamilton County, Ohio Recorder's Office;

WHEREAS, Article XIII, Section 13.1 of the Declaration allows the Declarant to amend the Declaration with the approval of seventy-five percent (75%) of all Lots and each lot owned by Declarant counts as ten (10) Lots;

WHEREAS, Article XI, Section 11.3.1 of the Declaration allows the Declarant to reserve for itself easements for drainage and all utilities;

WHEREAS, the Declarant wishes to amend the Declaration to provide for private storm sewer drainage easements over certain lots;

NOW, THEREFORE, the Declaration is amended to reserve easements for drainage consistent with the Plat Maps attached hereto as "Exhibit B" and "Exhibit C". A legal description of the subdivision is attached hereto as "Exhibit A".

IN WITNESS WHEREOF, the Declarant of Winding Walks Homeowners' Association, Inc. has executed this First Amendment and does hereby certify that this First Amendment was duly adopted in accordance with the provisions of the Declaration. This First Amendment is executed this 18 day of July, 2016.

Hamilton County Auditor
Dusty Rhodes
Transfer Not Necessary

Ritter Farm Development Company, LLC
An Ohio Limited Liability Company

By: David A. Sehlhorst
Its: Managing Member

STATE OF KY
) **SS:**
COUNTY OF Kenton)

The foregoing First Amendment to the Declaration of Covenants and Restrictions for The Winding Walks Subdivision was sworn to and subscribed before me by **David A. Sehlhorst**, Managing Member of Ritter Farm Development Company, LLC, by and on behalf of the limited liability company this 18 day of July, 2016.

ANNE K. ROSENFELDT
Notary ID # 537349
NOTARY PUBLIC
STATE AT LARGE, KENTUCKY
EXP. 07/06/2019

NOTARY PUBLIC

WINDING WALKS HOMEOWNERS' ASSOCIATION, INC.
An Ohio non-profit corporation

By: David A. Sehlhorst
Its: President

STATE OF KY)
) **SS:**
COUNTY OF Kenton)

The foregoing First Amendment to the Declaration of Covenants and Restrictions for The Winding Walks Subdivision was sworn to and subscribed before me by **David A. Sehlhorst**, President of Winding Walks Homeowners' Association, Inc., by and on behalf of the corporation this 18 day of July, 2016.

NOTARY PUBLIC

This instrument was prepared by:
David J. Hoff
Cuni, Ferguson, & LeVay Co., L.P.A.
10655 Springfield Pike
Cincinnati, Ohio 45215-1120
(513) 771-6768
(513) 771-6781
dhoff@cfl-law.com

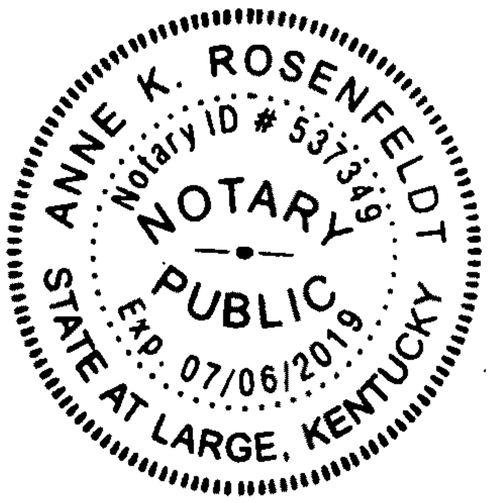


EXHIBIT A

Situated in Section 36, Town 3, Range 1, Delhi Township, City of Cincinnati, Hamilton County, Ohio and known as Lots 1-13, inclusive, 37-42, inclusive, and 79-85, inclusive, recorded at Plat Book 447, Page 87 of the Hamilton County, Ohio Records.

EXHIBIT

tabbies

B

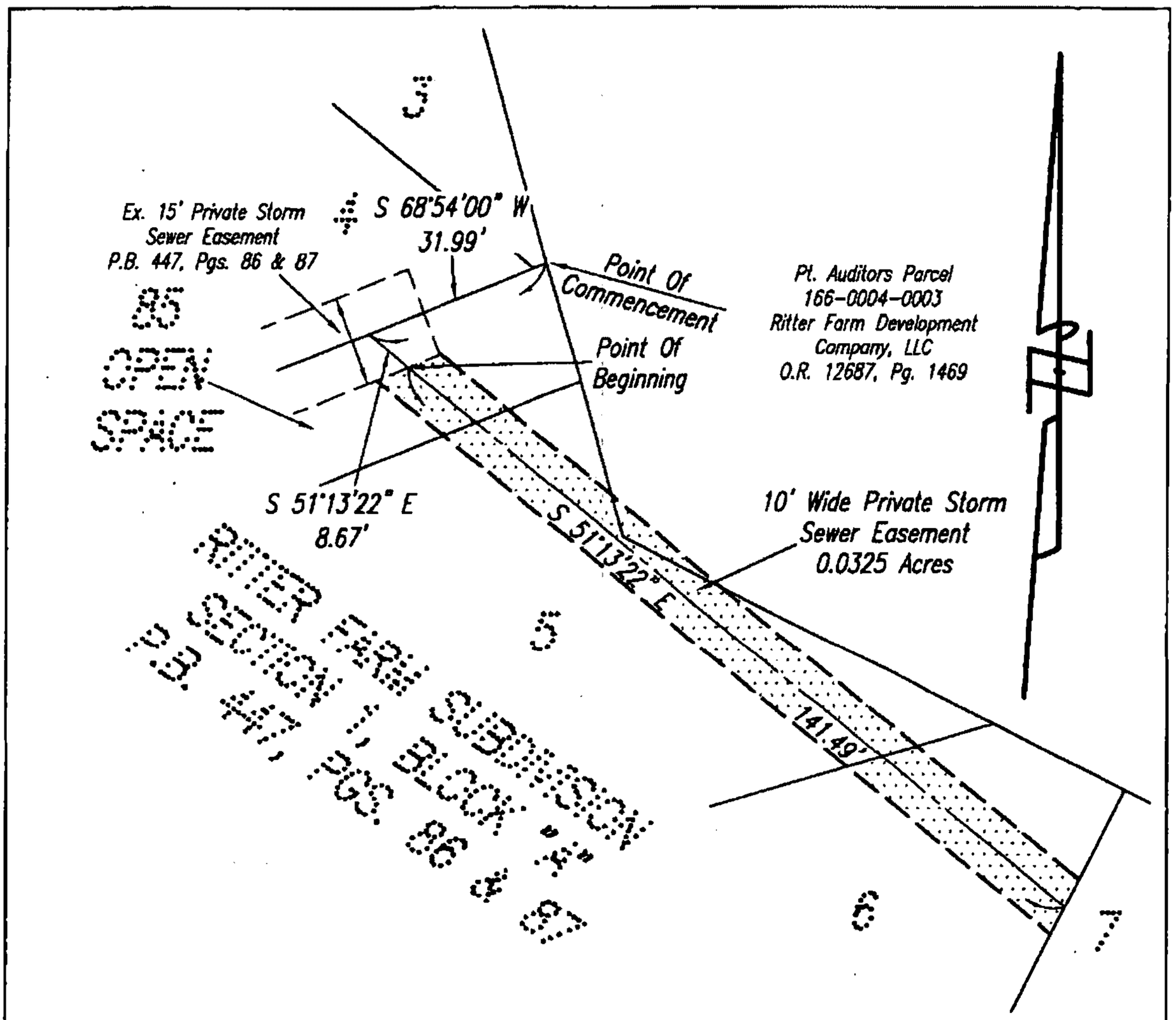


EXHIBIT PLAT

RITTER FARM SUBDIVISION, SECTION 1, BLOCK "A"
SECTION-36, TOWN-3, F.RANGE-1
CITY OF CINCINNATI, HAMILTON COUNTY, OHIO
JOB NO.:09-0127 DATE:1-13-16 DWG.:GR-EXBT-STM

0 15' 30' 60'
SCALE: 1" = 30'

Abercrombie & Associates, Inc.
Civil Engineering + Surveying
3377 Compton Road, Suite 120 · Cincinnati, Ohio 45251
513-385-5757 · www.abercrombie-associates.com

LEGAL DESCRIPTION
10' WIDE PRIVATE STORM SEWER EASEMENT
0.0325 ACRES

SITUATE IN SECTION 36, TOWN 3, FRACTIONAL RANGE 1, CITY OF CINCINNATI, HAMILTON COUNTY, OHIO AND BEING PART OF LOTS 5,6, AND 85 OPEN SPACE OF RITTER FARM SUBDIVISION, SECTION 1, BLOCK "A" AS RECORDED IN PLAT BOOK 447, PAGE 86 AND 87 OF THE HAMILTON COUNTY, OHIO RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 85; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 85, SOUTH 68°54'00" WEST, 31.99 FEET TO A POINT; THENCE LEAVING THE NORTHERLY LINE OF SAID LOT 85, SOUTH 51°13'22" EAST, 8.67 FEET TO THE REAL PLACE OF BEGINNING OF THE CENTERLINE OF THE HEREIN DESCRIBED 10' WIDE PRIVATE STORM SEWER EASEMENT; THENCE ALONG THE CENTERLINE OF SAID STORM SEWER EASEMENT, CONTINUING SOUTH 51°13'22" EAST, 141.49 FEET TO THE TERMINUS OF THE CENTERLINE OF THE HEREIN DESCRIBED 10' WIDE PRIVATE STORM SEWER EASEMENT.

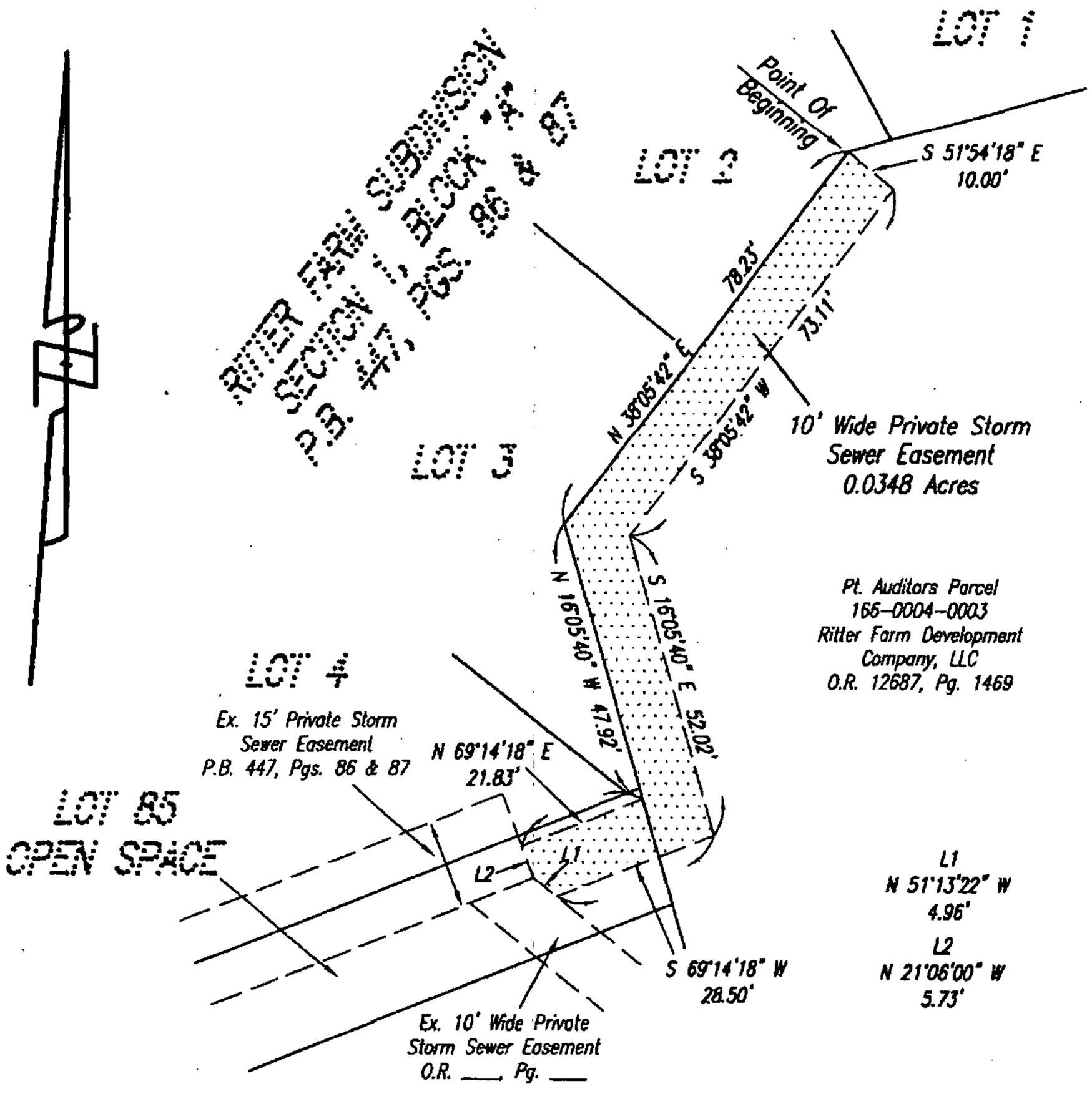
THUS CONTAINING 0.0325 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

13211 01664

EXHIBIT C

EXHIBIT PLAT

RITTER FARM SUBDIVISION, SECTION 1, BLOCK "A"
SECTION-36, TOWN-3, F.RANGE-1
CITY OF CINCINNATI, HAMILTON COUNTY, OHIO
JOB NO.:09-0127 DATE:7-06-16 DWG.:GR-EXBT-PSS-EASE



Abercrombie & Associates, Inc.
Civil Engineering + Surveying
3377 Compton Road, Suite 120 · Cincinnati, Ohio 45251
513-385-5757 · www.abercrombie-associates.com

LEGAL DESCRIPTION
10' WIDE PRIVATE STORM SEWER EASEMENT
0.0348 ACRES

SITUATE IN SECTION 36, TOWN 2, FRACTIONAL RANGE 1, CITY OF CINCINNATI, HAMILTON COUNTY, OHIO AND BEING PART LOT 85 OPEN SPACE OF RITTER FARM SUBDIVISION, SECTION 1, BLOCK "A" AS RECORDED IN PLAT BOOK 447, PAGES 86 & 87 OF THE HAMILTON COUNTY, OHIO RECORDS AND ADJOINING PROPERTIES AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2 OF SAID RITTER FARM SUBDIVISION; THENCE LEAVING THE EASTERLY LINE OF SAID RITTER FARM SUBDIVISION, SOUTH 51°54'18" EAST, 10.00 FEET TO A POINT; THENCE SOUTH 38°05'42" WEST, 73.11 FEET TO A POINT; THENCE SOUTH 16°05'40" EAST, 52.02 FEET TO A POINT; THENCE SOUTH 69°14'18" WEST, 28.50 FEET TO A POINT; THENCE NORTH 51°13'22" WEST, 4.96 FEET TO A POINT; THENCE NORTH 21°06'00" WEST, 5.73 FEET TO A POINT; THENCE NORTH 69°14'18" EAST, 21.83 FEET TO A POINT IN THE EASTERLY LINE OF SAID RITTER FARM SUBDIVISION; THENCE ALONG THE EASTERLY LINE OF SAID RITTER FARM SUBDIVISION THE FOLLOWING TWO COURSES AND DISTANCES, NORTH 16°05'40" WEST, 47.92 FEET TO A POINT AND NORTH 38°05'42" EAST, 78.23 FEET TO THE PLACE OF BEGINNING.

THUS CONTAINING 0.0348 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

4

Norbert A. Nadel
Hamilton County Recorder's Office
Doc #: 17-0114664 Type: MI
Filed: 12/18/17 11:54:02 AM $44.00
Off.Rec.: 13566 01835 F 4 393

▪1356601835F▪

FIRST SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR WINDING WALKS HOMEOWNERS' ASSOCIATION

This will certify that a copy of the First Supplement to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Winding Walks Homeowners' Association has been filed in the office of the County Auditor, Hamilton County, Ohio, this _____ day of _____, 2017.

HAMILTON COUNTY AUDITOR

By _____

Prepared by:

Amy S. Ferguson, Esq.
Cuni, Ferguson, & LeVay Co., LPA
10655 Springfield Pike
Cincinnati, Ohio 45215
(513) 771-6768

FIRST SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR WINDING WALKS HOMEOWNERS' ASSOCIATION

WHEREAS, the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Winding Walks Homeowners' Association was recorded in Book 13120, Page 1429 of the Official Records of the Hamilton County, Ohio Recorder's Office on March 10, 2016 **("DECLARATION")**, by the Declarant, **RITTER FARM DEVELOPMENT COMPANY, INC. ("DECLARANT")**; and

WHEREAS, Winding Walks Homeowners' Association ("Association") is an Ohio non-profit corporation, whose members are the all of the Owners of Lots in the Association; and

WHEREAS, Article XI, Section 11.1 of the **DECLARATION** provides that the **DECLARANT** reserves the unilateral right to submit all or any portion of the Additional Land to the terms of the **DECLARATION** at any time without the consent of the Association. The submission of such Additional Land by the **DECLARANT** shall be accomplished by the submission of a Supplemental Declaration identifying the Additional Land, the Lots, and the Common Elements; and

WHEREAS, DECLARANT wishes to submit Additional Land to the Declaration and amend the Declaration as follows;

NOW THEREFORE, DECLARANT makes the following declaration:

A. **Subjection of Property**: Declarant declares that all of the property described in Exhibit "A" shall be held, sold, and conveyed subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the **DECLARATION**, which provisions are for the purpose of protecting the value and desirability of, and which provisions shall run with, the property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

   The property is subject to the terms, conditions, restrictions, covenants, and easements as set forth in the **DECLARATION** and any amendments thereto.

B. **Reaffirmation**: Except as expressly amended by this Supplement, the **DECLARATION** remains in full force and effect.

In witness whereof, **David Sehlhorst**, President of **RITTER FARM DEVELOPMENT COMPANY, INC.**, an Ohio corporation, has executed this First Supplement on this 18th day of December, 2017.

RITTER FARM DEVELOPMENT COMPANY, INC.
An Ohio corporation

By: David Sehlhorst
Its: President

STATE OF OHIO)
) **SS:**
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017 by **David Sehlhorst**, President of **RITTER FARM DEVELOPMENT COMPANY, INC.**, an Ohio corporation, by and on behalf of the corporation.

NOTARY PUBLIC

NOTARIAL SEAL STATE OF OHIO

AMY SCHOTT FERGUSON, Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03

This Instrument Prepared by:
Amy S. Ferguson, Esq.
CUNI, FERGUSON & LeVAY CO., L.P.A.
10655 Springfield Pike
Cincinnati, Ohio 45215
(513) 771-6768

Exhibit A

Legal Description

Situated in Section 36, Town 3, Range 1, and Section 6, Town 2, Range 1, City of Cincinnati, Hamilton County, Ohio, and being all of Lots 14 – 33, inclusive, Lots 35, 36, and Open Space Lot 88, of Winding Walks Subdivision, Section 1, Block "B", the plat of which is of record at Plat Book 462, Page 91 of the Hamilton County, Ohio Plat Records.

14633 00657

TRANSFER NOT NECESSARY
By: Aimee Thiemann
3/28/2022 8:20 AM
Dusty Rhodes
Hamilton County Auditor

Scott Crowley
Hamilton County Recorder's Office
Doc #: 2022-0031725 Type: DE
Filed: 03/28/22 08:22:25 AM $50.00
Off. Rec.: 14633 00657 F 4 100

b1463300657Fb

SECOND SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR WINDING WALKS HOMEOWNERS' ASSOCIATION

T N N

This will certify that a copy of the Second Supplement to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Winding Walks Homeowners' Association has been filed in the office of the County Auditor, Hamilton County, Ohio, this _____ day of _____, 2022.

HAMILTON COUNTY AUDITOR

By _____

Prepared by:

Amy S. Ferguson, Esq.
Cuni, Ferguson, & LeVay Co., LPA
10655 Springfield Pike
Cincinnati, Ohio 45215
(513) 771-6768

SECOND SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR WINDING WALKS HOMEOWNERS' ASSOCIATION

WHEREAS, the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Winding Walks Homeowners' Association was recorded in Book 13120, Page 1429 of the Official Records of the Hamilton County, Ohio Recorder's Office on March 10, 2016 (**"DECLARATION"**), by the Declarant, **RITTER FARM DEVELOPMENT COMPANY, INC. ("DECLARANT");** and

WHEREAS, the First Amendment to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Winding Walks Homeowners' Association was recorded in Book 13211, Page 1659 of the Official Records of the Hamilton County, Ohio Recorder's Office on July 19, 2016; and

WHEREAS, the First Supplement to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Winding Walks Homeowners' Association was recorded in Book 13566, Page 1835 of the Official Records of the Hamilton County, Ohio Recorder's Office on December 18, 2017; and

WHEREAS, Winding Walks Homeowners' Association ("Association") is an Ohio non-profit corporation, whose members are the all of the Owners of Lots in the Association; and

WHEREAS, Article XI, Section 11.1 of the **DECLARATION** provides that the **DECLARANT** reserves the unilateral right to submit all or any portion of the Additional Land to the terms of the **DECLARATION** at any time without the consent of the Association. The submission of such Additional Land by the **DECLARANT** shall be accomplished by the submission of a Supplemental Declaration identifying the Additional Land, the Lots, and the Common Elements; and

WHEREAS, DECLARANT wishes to submit Additional Land to the Declaration and amend the Declaration as follows;

NOW THEREFORE, DECLARANT makes the following declaration:

A. **Subjection of Property**: Declarant declares that all of the property described in Exhibit "A" shall be held, sold, and conveyed subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in the **DECLARATION**, which provisions are for the purpose of protecting the value and desirability of, and which provisions shall run with, the property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

The property is subject to the terms, conditions, restrictions, covenants, and easements as set forth in the **DECLARATION** and any amendments thereto.

B. **Reaffirmation**: Except as expressly amended by this Supplement, the **DECLARATION** remains in full force and effect.

In witness whereof, **David Sehlhorst**, President of **RITTER FARM DEVELOPMENT COMPANY, INC.,** an Ohio corporation, has executed this First Supplement on this 8 day of March, 2022.

RITTER FARM DEVELOPMENT COMPANY, INC.
An Ohio corporation

By: David Sehlhorst
Its: President

STATE OF OHIO)
) **SS:**
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 8 day of March, 2022 by **David Sehlhorst**, President of **RITTER FARM DEVELOPMENT COMPANY, INC.,** an Ohio corporation, by and on behalf of the corporation.

NOTARY PUBLIC

ALICE D. BAKER
MY COMMISSION EXPIRES
NOTARY PUBLIC
ID# 616136
JANUARY 28, 2023
SPECIAL COMMISSION, KENTUCKY

This Instrument Prepared by:
Amy S. Ferguson, Esq.
CUNI, FERGUSON & LeVAY CO., L.P.A.
10655 Springfield Pike
Cincinnati, Ohio 45215
(513) 771-6768

Exhibit A

Legal Description

Situated in Section 36, Town 3, Range 1, and Section 6, Town 2, Range 1, City of Cincinnati, Hamilton County, Ohio, and being all of Lots 43 – 76, inclusive, and Open Space Lots 87 and 88 of Winding Walks Subdivision, Section 3, the plat of which is of record at Plat Book 491, Page 23 and 24 of the Hamilton County, Ohio Plat Records.