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HAMILTON COUNTY RECORDER
Doc #:99 - 89189 Type: MT
Filed:05/04/1999 9:35:44 AM $ 162.00
Off.Rec.: 7953 1388 F D22 39 432

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS

THIS DECLARATION is made this 3rd day of May, 1999, by INDIAN WALK DEVELOPMENT COMPANY, an Ohio limited liability company, hereinafter sometimes referred to as "Developer."

W I T N E S S E T H:

WHEREAS, the Developer is the owner of that certain real property located in Miami Township, Hamilton County, Ohio, which is more particularly described in Exhibit "A" attached hereto and referred to hereafter as the "Indian Walk Subdivision"; and

WHEREAS, the Developer intends to improve that real property described in Exhibit "B" (the "Subdivision") as the initial increment of the Indian Walk Subdivision by subdividing and constructing various on and off site improvements and either by itself or in conjunction with other builders developing residential projects within the Indian Walk Subdivision; and

WHEREAS, the Developer desires to provide for the preservation of the values and amenities in the Indian Walk Subdivision and for the maintenance of Common Areas and Community Facilities; and to this end, desires to subject the Subdivision to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Subdivision and the subsequent owners thereof; and

WHEREAS, as hereinafter provided in this Declaration, Developer has retained and reserved the right, privilege, and option to submit to the provisions of this Declaration at a later time and from time to time as a part of the community described herein, the remainder or any portion of the Indian Walk Subdivision and such other property as Developer may acquire from time to time or wishes to subject to the terms of this Declaration; and

WHEREAS, the Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an association which will be the successor to the Developer on maintaining and administering the Common Areas and Community Facilities and administering and enforcing the within covenants and restrictions and collecting and disbursing the charges and assessments hereinafter created; and

WHEREAS, the Developer has formed the Indian Walk Homeowners Association, Inc., a non-profit Ohio corporation (the "Association") for the purpose of carrying out the aforesaid powers and duties;

NOW, THEREFORE, the Developer hereby declares that the Subdivision and such other property as may be subjected to the provisions hereof pursuant to Article II, shall be held, sold and conveyed subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with the land comprising the Subdivision and be binding on all parties having any right, title, or interest in the Subdivision or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

Section 1. Definitions. The following words when used in this Declaration shall have the following meanings:

(a) "Articles" and "Articles of Incorporation" shall mean those Articles, filed with the Secretary of State of Ohio, incorporating the Association as a corporation not for profit under the provisions of Chapter 1702 of the Revised Code of Ohio, as the same may be amended from time to time. A true copy of the Articles is attached hereto as Exhibit "C" and made a part hereof.

(b) "Association" shall mean and refer to Indian Walk Homeowners Association, Inc., and its successors and assigns.

(c) "Board" and "Board of Trustees" shall mean the Board of Trustees of the Association as provided in the Articles of Incorporation and By-Laws of the Association.

(d) "By-Laws" shall mean the By-Laws or Code of Regulations of the Association, as the same may be amended from time to time, pursuant to Section 1702 of the Revised Code of Ohio. A true copy of the By-Laws is attached hereto as Exhibit "D" and made a part hereof.

(e) "Common Areas" and "Community Facilities" shall mean and refer to all real property, together with improvements located thereon, owned by or leased to the Association for the benefit, use and enjoyment of its Members.

(f) "Developer" shall mean and refer to Indian Walk Development Company, an Ohio limited liability company, and its successors and assigns.

(g) "Development" shall mean and refer to the Subdivision and all improvements located or constructed thereon and any portion of the Indian Walk Subdivision or any other property submitted to the provisions hereof pursuant to Article II.

(h) "Development Period" shall mean the period commencing on the date on which this Declaration is recorded and terminating on the day next following the day on which the Developer owns no part of the Indian Walk Subdivision (whether or not that part of the subdivision has yet been submitted to the provisions hereof).

(i) "Living Unit" shall mean and refer to any portion of a building situated upon a Lot designated and intended for use and occupancy as a residence by a single family, including a townhouse, condominium unit, or patio or cluster home, whether detached or attached, located within the Development.

(j) "Lot" shall mean and refer to any separate parcel of land shown upon any recorded subdivision plat within the Development or recorded re-subdivision thereof with the exception of the Common Areas and Community Facilities.

(k) "Members" shall mean the Owners who are members of the Association as provided in Article IV hereof.

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

(m) "Indian Walk Subdivision" shall mean the real property described in Exhibit "A" and such additions thereto as may hereafter be annexed pursuant to Article II.

(n) "Structure" shall mean and refer to anything built, placed upon or constructed upon a Lot, including but not limited to, a Living Unit.

(o) "Trustee" and "Trustees" shall mean that person or those persons serving, at the pertinent time, in the capacity of a member of the Board of Trustees of the Association.

ARTICLE II

PROPERTY DEVELOPMENT

Section 1. Property Subject to Declaration. The real property which is, and shall be conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in Hamilton County, Ohio, and is more particularly described in Exhibit "B" attached hereto.

Section 2. Additional Development. Developer reserves the right to subject the remainder or any part of the Indian Walk Subdivision to the provisions of this Declaration. Developer also reserves the right to allow additional property the benefits of the Common Areas and Community Facilities without being subject to the remaining provisions hereof. Notwithstanding the above, nothing contained in this Declaration or in the By-Laws shall obligate the Developer to annex any additional property to the Subdivision and the remainder of the Indian Walk Subdivision shall remain wholly free from any covenant or restriction herein contained until annexed as hereinafter provided.

Section 3. Annexation of Additional Property. During the Development Period, additional property, including but not limited to the Indian Walk Subdivision, may be subjected to this Declaration by the Developer without the assent of the Members of the Association. Thereafter, such additional property may be annexed only with the consent of fifty-one (51 %) percent of each class of Members of the Association. Any additional property so annexed, however, must be adjacent to or in the immediate vicinity of the Indian Walk Subdivision.

Any annexations made pursuant to this Article II, or otherwise, shall be made by recording a supplement to this Declaration with the Recorder of Hamilton County, Ohio, which supplementary declaration shall extend the scheme of the within covenants and restrictions to such annexed property. Such supplementary declaration may contain such additional covenants, conditions, restrictions, easements, charges and liens as the Developer shall deem appropriate for the purpose of completing the development of the Indian Walk Subdivision.

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every Owner shall be a Member of the Association, and such membership shall be appurtenant to and may not be separated from ownership of any Lot. During the Development Period, the Association shall have Class A Members (being all Owners except Developer) and a Class B Member (Developer). After the Class A Members are entitled to elect all of the Board, the Class B membership shall terminate and Developer, if it is then an Owner, shall become a Class A Member and continue as such so long as it shall remain an Owner.

Section 2. Voting Members.

(a) With the exception of Developer until Class B membership has lapsed, every person, group of persons or entity who is an Owner of a fee interest in any Lot and which is or becomes subject to assessment by the Association, shall be a Class A Member of the Association. Unless otherwise required by law, the Class A Members shall not be entitled to vote on any matters concerning the Association (including election of Trustees) during the Development Period. After the Development Period, the Class A Members shall be entitled to a total of one vote per Lot in which they hold the fee interest. If more than one person, group of persons, or entity is the record Owner of a fee interest in any Lot, then the vote for such Lot shall be exercised as they determine among themselves but in no event shall more than one vote be cast with respect to any Lot.

(b) The Class B Member shall be the Developer and shall be the voting Member of the Association until such time that the Developer is no longer a Class B Member.

(c) At such time as Class B membership shall terminate, Developer shall be deemed a Class A Member with reference to the Lot or Lots in which Developer holds the fee interest and Developer shall be entitled to the voting and all other rights of a Class A Member.

ARTICLE IV

ASSESSMENTS

Section 1. Covenant for Assessments. Each person, group of persons, or entity who becomes an Owner of a Lot whether or not it shall be expressed in any deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) Annual Assessments; (2) Individual Assessments; and (3) Special Assessments (collectively the "Assessments"); the Assessments shall be fixed, established and collected from time to time as hereinafter provided. All Assessments, together with interest thereon as hereafter provided and costs of collection thereof (including court costs and reasonable attorney's fees) as hereinafter provided shall be a charge on the Lot of such Owner and shall be a continuing lien upon the Lot against which such Assessment is made. Each such Assessment, together with such interest thereon and cost of collection thereof as herein provided, shall also be the personal obligation of the person, group of persons, or entity who was the Owner of such Lot at the time when the Assessment fell due.

Section 2. Annual Assessments, Purposes. The Annual Assessments levied by the Association are for the purpose of promoting the recreation, scenic enjoyment, health, welfare and safety of the Owners and for protecting, advancing and promoting the environmental concept of the Subdivision and preserving the aesthetic and scenic qualities of the Indian Walk Subdivision. To carry out these purposes, an Annual Assessment shall be levied by the Association to be used currently, and to provide an adequate reserve fund for future use, for the improvement, expansion

and maintenance of the Common Areas and Community Facilities, including, but not limited to, the payment of taxes and insurance and for repairs, replacements and additions, and for the cost of labor, equipment, and materials, management and supervision, and, in the discretion of the Association, the areas for which the Annual Assessment may be used may include any entrance roads or adjoining roads or areas, boundary walls, landscaping areas or other public amenities, whether public or private, which may affect the recreation, scenic enjoyment, health, welfare and safety of the residents even though not owned by the Association. Unless otherwise determined by a majority vote of the Class A Members and the consent of the Class B Member, the Annual Assessment shall be billed in advance on an annual basis, due as of January 1 of each year. The Board of Trustees, after obtaining the consent of the Class B Member, shall fix the Annual Assessment after approving the following year's budget. The Annual Assessment shall be fixed at a uniform rate based upon the number of Living Units. The initial Annual Assessment is set forth in Exhibit "E" attached hereto and incorporated herein. The Annual Assessments shall commence on a particular Lot when a Living Unit is completely constructed on said Lot and the Owner of said Lot occupies the Living Unit as a residence. Subject to Section 5 of this Article, the first Annual Assessment of an Owner shall be prorated based on a calendar year and the date the owner occupied the Living Unit.

Section 3. Individual Assessments. In the event an Owner of any Lot shall fail to maintain the Lot and the improvements situated thereon in a manner satisfactory to the Board of Trustees and such maintenance is not that which is to be provided by the Association, then the Association, after approval by a sixty-six and two-thirds percent (66-2/3 %) vote of all Trustees, and the approval of the Class B Member, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the improvements thereon. The cost of such maintenance and repair (including charges incurred by the Association for attorney's fees, court costs, or other expenses incurred to obtain access to the subject Lot or unit) shall be added to and become part of the total Assessment to which such Lot is subject.

Section 4. Special Assessments. In addition to the Annual Assessments authorized by this Article, the Association may levy, in any assessment year, a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the Common Areas or Community Facilities, which cost has not otherwise been provided for in full as part of the Annual Assessment, including the necessary fixtures and personal property related thereto, provided that any such assessment affecting the Common Areas or Community Facilities shall have the approval of fifty-one percent (51 %) of the total number of votes held by Class A Members and the vote of the Class B Member. Any Special Assessments levied by the Association pursuant to the provisions of this section shall be fixed at a uniform rate based upon the number of applicable Living Units. All monies received by the Association as a Special Assessment shall be held in trust by the Association for the benefit of the Members to be used solely for the purpose of the Special Assessment and any income derived therefrom shall be held as a separate fund and shall be accounted for separately from the other assets coming under the control of the Association. The Special Assessment may be billed in advance on a monthly, quarterly or annual basis.

Section 5. Commencement of Assessments. The Annual Assessments shall commence on the first day of the month following the conveyance of the first Lot with a Living Unit to an Owner who occupies the Living Unit as a residence. The first Annual Assessment shall be made for the balance

of the calendar year and shall become due and payable and a lien on the date aforesaid. The Board may from time to time determine the manner and schedule of payments.

It shall be the duty of the Board of Trustees of the Association to periodically fix the amount of the Assessment against each Lot for such assessment period and the Board of Trustees shall make reasonable efforts to fix the amount of the Assessment against each Lot for each assessment period at least thirty (30) days in advance of the date due and shall, at that time, prepare a roster of the Lots and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner upon reasonable notice to the Board. Written notice of the Assessments shall thereupon be sent to the Owner of any Lot subject thereto. Annual Assessments subsequent to the first Annual Assessment shall become a lien on January 1 of each year; Individual and Special Assessments shall become a lien at the time designated by the Board of Trustees. No notice of lien other than this Declaration need be recorded to establish the validity of any such lien, and this Declaration shall stand as notice of such validity. No Special Assessment, Individual Assessment or change in the Annual Assessment shall be made without the consent and approval of the Class B Member.

Section 6. Assessment of Developer. Any provision of this Declaration or of the Articles of Incorporation or By-Laws of the Association notwithstanding, the Developer, while it is a Class B Member, shall not be required to pay Assessments.

Section 7. Assessment Certificates. The Association shall, upon demand, at any reasonable time, furnish to the Owner liable for the Assessments, a certificate in writing signed by an officer or other authorized agent of the Association, setting forth the status of the Assessments, i.e., whether the same are paid or unpaid. Such certificate shall be conclusive evidence of the payment of any Assessment therein stated to have been paid. A charge not to exceed Ten ($10.00) Dollars may be levied in advance by the Association for each certificate so delivered.

Section 8. Non-Payment of Assessment. Any Assessment levied pursuant to this Declaration which is not paid on the date when due, together with interest thereon at the rate herein provided and cost of collection thereof, shall become a continuing lien upon the Lot, and shall be the personal obligation of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain the personal obligation of the Owner and shall not pass to his successors in title (except as a lien against the Lot) unless expressly assumed by such successors with the consent of the Association.

If the Assessments are not paid within fifteen (15) days after the due date, the Assessments shall bear interest at the rate of ten (10%) percent per annum, and the Association may bring an action against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, in either of which events, interest, costs and reasonable attorney's fees shall be added to the amount of the Assessments. No Owner shall waive or otherwise escape liability for the Assessments by non-use of the Common Areas or Community Facilities or abandonment of his Lot or Living Unit.

In addition to the ten (10%) percent per annum interest provided above, the Board of Trustees in its discretion, may establish a reasonable late charge to be paid in the event of any Assessment that is not paid within fifteen (15) days after due date, provided that such late charge shall not exceed a sum equal to ten (10%) percent of the amount of the Assessment which is delinquent by fifteen (15) days.

Section 9. Subordination of Lien to Mortgage. The lien of the Assessments shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any tax lien foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such Assessment as to payment which becomes due prior to such sale or transfer.

Section 10. Public Assessments. The Subdivision and the Indian Walk Subdivision as a whole may be subject to certain assessments for public improvements made in and around the Indian Walk Subdivision. Any such assessments will be contained within the tax bill from the Hamilton County Treasurer's Office. Each individual Lot Owner is responsible for the paying of any such public assessments directly to the Hamilton County Treasurer.

ARTICLE V

COMMITTEES

Section 1. Finance and Budget Committee. The Board of Trustees may appoint a Finance and Budget Committee composed of Members as set forth in the By-Laws of the Association. This Committee shall prepare the annual budget of the Association for submission to the Board of Trustees. The Committee shall also determine the needs, repairs and monetary requirements for the property subject to the Annual Assessment for the following year and make recommendations to the Board of Trustees as to the type of work to be performed by the Association for the following year consistent with the purposes of the Annual Assessment. The Committee shall further have such additional duties as may be assigned to it from time to time by the Board of Trustees. The Association's annual budget must be approved and consented to by the Class B Member.

Section 2. Design Review Committee. A Design Review Committee shall be appointed by the Board of Trustees and shall be composed of not less than three persons. Except for original construction or as otherwise provided in Article VII of this Declaration, no building, fence, wall or other Structure shall be commenced, erected, or maintained upon Common Areas or Community Facilities or upon any Lot or property upon which is located all or part of a Living Unit, nor shall any exterior addition to or change or alteration in a Living Unit or Structure be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing, as to harmony of external design, color and location in relation to surrounding Structures and topography, by the Developer or, after the Development Period, the Board of Trustees acting through the Design Review Committee.

ARTICLE VI

DESIGN REVIEW

Section 1. Design Review Guidelines. In order to facilitate initial development of the Subdivision, detailed Design Review Guidelines have been made a part of all contracts for the sale of Lots between Developer and third partes. The Design Review Guidelines may be amended, modified, revoked, waived or replaced by the Developer, during the Development Period, and by the Board of Trustees thereafter. In the event the lender or lenders who provide acquisition and development financing for the Indian Walk Subdivision acquire title to the Indian Walk Subdivision through foreclosure or deed in lieu of foreclosure, such lender shall be deemed the Developer for

purposes of the Design Review Guidelines. A copy of the initial Design Review Guidelines are attached as Exhibit F.

Section 2. Submission of Plans and Specifications. No Structure on any Lot shall be constructed, remodeled or altered in any way which materially changes the exterior appearance thereof, or otherwise increases the area under roof of any Structure (including garage area) unless detailed Plans and Specifications therefor shall have been submitted to and approved by the Developer, during the Development Period, and by the Design Review Committee thereafter. Such Plans and Specifications shall be in such form and shall contain such information as the Developer, during the Development Period, or the Association thereafter, may reasonably require but shall, in all cases unless waived by the Developer, during the Development Period, or the Association, thereafter, include:

(a) a site plan showing the location of all proposed and existing Structures on the Lot and the approximate size in square footage of the first, or ground floor of a Structure and the square footage of the entire Lot;

(b) contours reflecting existing topography and a grading plan showing finished contours, existing environmental features and significant tree stands;

(c) any proposed retaining walls;

(d) proposed fencing; and

(e) architectural plans including structural cross-section, floor plan, decks or balconies, and elevations clearly depicting the design and exterior appearance including specification of materials, color scheme, trim and other details affecting the exterior appearance of the proposed Structures.

Prior to submission of detailed Plans and Specifications for any Structure proposed for any Lot, the Developer, during the Development Period, or the Design Review Committee thereafter, may require, and any applicant may submit for tentative approval schematic or preliminary Plans and Specifications for any phase or stage thereof. The Developer, during the Development Period, or the Design Review Committee thereafter, shall either (i) approve the Plans and Specifications, (ii) disapprove them or (iii) approve them with conditions or qualifications.

Section 3. Approval of Plans and Specifications. The Developer, during the Development Period, or the Design Review Committee thereafter, shall approve any Plans and Specifications (whether schematic, preliminary, or detailed) submitted to it with respect to any Lot if it finds that they (a) comply with the requirements of this Article and (b) conform to the Design Review Guidelines then in effect and any additional standards or policies promulgated by Developer or the Board. Upon final approval thereof, a copy of the detailed Plans and Specifications shall be deposited for permanent record with the Association. After the receipt of final approval by the applicant, the Developer, during the Development Period, or the Design Review Committee thereafter, shall not revoke such approval. Approval by the Developer, during the Development Period, or the Design Review Committee thereafter, of detailed Plans and Specifications with respect to any Lot shall not impair the right of the Developer, during the Development Period, or the Design Review Committee thereafter, subsequently to approve a requested amendment of such Plans and Specifications

relating to such Lot (subject to the requirements of this Article and the Design Review Guidelines then in effect).

Section 4. Disapproval of Plans and Specifications. If Plans and Specifications (whether schematic, preliminary or detailed) submitted to the Developer, during the Development Period, or the Design Review Committee thereafter, with respect to any Lot do not comply with the requirements of this Article as to the information required to be included in the Plans and Specifications, the Developer, during the Development Period, or the Design Review Committee thereafter, shall either disapprove such Plans and Specifications or approve them subject to such conditions and qualifications as the Developer, during the Development Period, or the Design Review Committee thereafter, may deem necessary to achieve compliance.

Section 5. Failure of the Design Review Committee to Act. If the Developer, during the Development Period, or the Design Review Committee thereafter, shall fail to act upon any Plans and Specifications submitted to it within thirty (30) days after submission thereof, such Plans and Specifications shall be deemed to have been approved as submitted, and no further action by the Developer, during the Development Period, or the Design Review Committee thereafter, shall be required. If construction on the proposed alteration or remodeling of a Structure is not commenced on a Lot on or before six (6) months from the date of submission of Plans and Specifications, then such "deemed approval" shall be automatically canceled and a new submission shall be required.

Section 6. Rules, Regulations and Policy Statements. The Board may, subject to the approval and consent of the Class B Member, from time to time, adopt, amend, and enforce reasonable rules and regulations pertaining to its and the Design Review Committee's authorized duties and activities under this Declaration, and may, from time to time, issue statements of policy with respect to Plans and Specifications (whether schematic, preliminary or detailed) and such other matters as it is authorized to act on. Upon the adoption of any such rule, regulation or policy statement, or any amendment thereof, the Board shall file in its records a copy thereof, and the same shall become effective on the date of such filing. No rule, regulation or policy statement, or any amendment thereof, shall operate to revoke any detailed Plans and Specifications previously approved by the Design Review Committee.

The Board shall maintain a copy of the rules, regulations and policy statements and of each amendment thereof as a permanent record and shall make copies thereof available to any interested person at a reasonable cost.

Section 7. Violations. If any Structure situated upon any Lot shall have been constructed, erected, placed, remodeled or altered other than in accordance with the approved detailed Plans and Specifications, the Board shall certify a default to the Owner of the Lot involved, provided, however, that the Board may, subject to the approval and consent of the Class B Member and upon such conditions as it may determine, waive any such default if it finds that such default does not substantially conflict with the policies of the Board.

Section 8. Right of Entry. The Board or Developer through their authorized officers, employees, and agents, shall have the right to enter upon any Lot at all reasonable times for the purpose of ascertaining whether such Lot or the construction, erection, placement, remodeling, or alteration of any Structure thereon is in compliance with the provisions of this Article, without the Board or

Developer or their officers, employees or agents being deemed to have committed a trespass or wrongful act solely by reason of such action or actions.

Section 9. Fees. The Board or Developer may charge reasonable fees for the processing of Plans and Specifications. Such fees shall cover the cost of such processing, including inspection costs. Such fees shall be payable at the time of submission of the respective item for approval and shall be paid to the Association.

Section 10. Approval - Not a Guarantee. No approval of Plans and Specifications and no publication of standards shall be construed as representing or implying that such Plans, Specifications or standards will, if followed, result in properly designed improvements. Such approvals and standards shall not be construed as representing or guaranteeing that any Living Unit or other improvement built in accordance therewith will be built in a good and workmanlike manner. Neither Developer, the Association, nor the Design Review Committee shall be responsible or liable for any defects in any Plans or Specifications submitted, revised or approved pursuant to the terms of this Article, any loss or damage to any person arising out of the approval or disapproval of any Plans or Specifications, any loss or damage arising from the non-compliance of such Plans and Specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such Plans and Specifications.

Section 11. Assignment By Developer. The Developer may, in its sole discretion, assign its powers under this Article to the Association at any time prior to the expiration of the Development Period.

ARTICLE VII

USE RESTRICTIONS

Section 1. Prohibited Uses and Nuisances - All Living Units and Lots. Except for activities of the Developer during the Development Period, the following provisions shall apply to all Living Units and Lots:

(a) No noxious or offensive trade or activity shall be carried on upon any Lot or within any Living Unit located in the Subdivision, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or the other Owners of any portion of the Indian Walk Subdivision.

(b) The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any Living Unit located in the Subdivision, except that this shall not prohibit the keeping of dogs, cats and/or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes. Dogs and cats must be kept within the confines of the Owner's Living Unit or Lot, except when being held on hand leash by person attending animal. Owners and/or harborers of dogs and cats shall be liable for any damage caused by such animals. Subject only to the provisions of Article

III, the Association acting through its Board of Trustees may suspend for reasonable length of time the voting rights and the rights to use the Common Areas and Community Facilities of any person who violates this subparagraph (b).

(c) No burning of any trash and no accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted on any Lot.

(d) Trash and garbage containers shall not be permitted to remain outside any Living Unit except on days of trash collection.

(e) No sound hardwood trees or shrubbery shall be removed from any Common Areas or Community Facilities without the written approval of the Association acting through its Board of Trustees or duly appointed committee. All plantings in the median strips, landscaping islands or along right-of-ways shall be subject to review by the Hamilton County Engineer's Office. The Hamilton County Engineer's Office shall have the final authority to remove any planting which impedes traffic or traffic visibility to insure public safety.

(f) No structure, planting or other material other than driveways, or sidewalks shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels. Any structure, planting or other material which represents a safety problem (e.g. sight restriction) shall be removed at Owner's expense.

(g) There shall be no violation of any rules for the use of the Common Areas or Community Facilities which may, from time to time, be adopted by the Board of Trustees and promulgated among the Members by them in writing, and the Board of Trustees is hereby and elsewhere in this Declaration authorized to adopt or amend such rules, subject to the consent and approval of the Class B Member.

(h) Garages shall be used only for the parking of vehicles and other customary uses and shall not be used for or converted into living area, (e.g., family room(s), bedroom(s), recreation room(s), etc.).

(i) No fence or wall of any kind, specifically including the use of hedge or other growing plants as a fence, and for any purpose, except a retaining wall, shall be erected, placed or suffered to remain upon any Lot without the specific approval of Developer, during the Development Period, or the Association thereafter.

(j) Except as otherwise provided herein, no junk vehicles, commercial vehicles, trailers, boats, trucks of more than one ton, Structures of a temporary character, recreational vehicles, trailers, tents, shacks, barns or temporary or permanent outbuildings, excepting doghouses not maintained for commercial purposes, shall be kept or used upon the Lots or Common Areas, nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of its Board of Trustees provide and maintain a suitable area designated for the parking of such vehicles or the like. Notwithstanding the provisions hereof, Developer, the builder of a Living Unit and their contractors may, for the purpose of business use in connection with the development of the Lots or construction

of Living Units thereon, maintain trucks, equipment, temporary offices (including trailers) and structures in connection with such development and construction.

(k) No signs, letters, numbers, symbols, markings or illustrations shall be erected, posted, attached, or displayed upon, or on any Lot or Living Unit except:

(i) street and identification signs installed by the Association or the Developer;

(ii) one temporary sign, approved by Developer, informing the public that the real estate is for sale, lease or rent, provided that the sign must not exceed five square feet in area and must be erected upon the real estate to which it refers;

(iii) a post office house number for designation of home location.

No sign, name plate or postal house number shall be animated or illuminated. This subsection shall not apply to Developer as long as it is a Class B member, or at any time, to a sign, placed by or on behalf of Developer, advertising or marketing the Indian Walk Subdivision or any part therein.

(l) No outside television or radio aerial or antenna, or other aerial or antenna for reception or transmission, or satellite dish in excess of 18" in diameter shall be erected, placed on, maintained or allowed to remain on any Lot or Living Unit.

(m) The covenants and restrictions set forth in this Section 1 pertaining to Living Units and Lots may be altered, amended or rescinded, in full or in part by resolution approved by seventy-five (75 %) percent of the total number of votes held by Class A Members and, in addition, the vote of the Class B Member for so long as the Class B Member exists.

Section 2. Residential Use. All of the Living Units shall be used for private residential purposes exclusively except that Developer may, and the builders of Living Units, with the consent of the Developer (which may be granted or revoked at the Developer's discretion), may allow the use of Living Units as models and as offices in connection with the marketing or sale of Lots or Living Units in the Subdivision.

Section 3. Right of Association to Remove or Correct Violations of this Article. The Association may, in the interest of the general welfare of the Owners, and after reasonable notice to the affected Owner, enter upon any Lot or the exterior of any Living Unit at reasonable hours for the purpose of removing or correcting any violation or any attempted violation of any of the covenants and restrictions contained in this Article, or for the purpose of abating anything herein defined as a prohibited use or nuisance, provided however, that no such action shall be taken without a resolution of the Board of Trustees. All charges incurred by the Association in obtaining access to any Lot or Living Unit covered under this Section and any charges incurred by the Association in correcting the violation hereunder, (including court costs and reasonable attorney's fees) shall constitute a charge against the Lot and a personal obligation of the Owner thereof, and the Association shall have a lien upon the property and Lot for such expenses, and including costs of collection of said lien amount, which lien shall be subordinate to first mortgages as provided in Article IV, Section 9.

Section 4. Developer's Reservation of Entry Rights. The Developer reserves the right for a period of five (5) years after the sale of a Lot by the Developer to enter upon the Lot for purposes of correcting grade and drainage patterns for the benefit of the Indian Walk Subdivision, provided that the Lot shall be restored to a like condition as to pavement, grass or sod which shall have been removed.

Section 5. Developer's and Association's Right to Grant Easements. Notwithstanding any other provision of this Declaration, during the Development Period, the Developer, and thereafter the Association, is authorized, without the consent of the Members, to grant easements across, through or under any Lot, Common Area, or Community Facility for utilities, public services, walks, trails, signage maintenance and for construction purposes, deemed by the granting party to be necessary or convenient for the enjoyment of the Indian Walk Subdivision or any part thereof, provided that no easement shall be granted across, through, or under any Living Unit or Structure, which restricts ingress or egress to such Living Unit or Structure.

Section 6. Arbitration. In the event of any dispute between Owners regarding the application of this Declaration or any rule or regulation, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time and place for a hearing thereon within thirty (30) days thereafter, and give written notice to each party thereof not less than five days in advance of such hearing. The Board shall act as arbitrator and, after hearing such evidence and arguments as it deems proper, shall render a written decision on the matter to each party within thirty (30) days after such hearing. No legal action may be instituted by either party on such a dispute unless the arbitration provided for herein has occurred, or unless both parties have waived the requirement for arbitration.

ARTICLE VIII

REPURCHASE OPTION

Developer hereby reserves unto itself, its successors and assigns, the right and option to purchase any unimproved Lot within the Indian Walk Subdivision which is offered for sale by the Owner thereof, such option to be at the price and upon the terms and conditions of any bona fide offer for such Lot which is acceptable to such Owner and which is made to such Owner by a third party (or any offer made by such Owner that is acceptable to a third party). Upon the receipt (or making) of any such offer by an Owner, such Owner shall promptly submit a copy of the same to Developer, and Developer shall have a period of three (3) business days from and after Developer's actual receipt of such copy from such Owner in which to exercise its purchase option by giving such Owner written notice of such exercise. If Developer fails to respond or to exercise such purchase option within said three (3) business day period, Developer shall be deemed to have waived such purchase option. If Developer declines to exercise such option, Developer shall execute an instrument evidencing its waiver of its repurchase option, which instrument shall be in recordable form. In the event that Developer does not exercise its purchase option and a sale to a third party is not consummated on such terms within six (6) months of the date in which the offer is transmitted to Developer, the terms and limitations of this Article shall again be imposed upon any sale by such Owner. If Developer shall elect to purchase such Lot the transaction shall be consummated within sixty (60) days following delivery of written notice by Developer to such Owner of Developer's decision to so purchase such Lot. This repurchase option shall terminate at the end of the

Development Period. Nothing in this Article shall supersede or nullify any repurchase options agreed to by contract between the Owner and Developer.

ARTICLE IX

INSURANCE

Section 1. Liability Insurance. The Developer, prior to the conveyance of the Common Areas and Community Facilities to the Association, and the Association thereafter, shall obtain and maintain a comprehensive policy of public liability insurance covering the Common Areas and Community Facilities in an amount of not less than five hundred thousand dollars ($500,000.00), per occurrence for personal injury and/or property damage.

Section 2. Insufficient Insurance. In the event the improvements forming a part of the Common Areas or Community Facilities or any portion thereof shall suffer damage or destruction from any peril which is not insured against, or if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, the Association shall advance such costs in excess of available insurance proceeds. The amount so advanced by the Association shall become a Special Assessment against all of the Lots for which the amount was so advanced, and such Assessment shall have the same force and effect, and if not paid, may be enforced in the same manner as herein provided for the nonpayment of Assessments. The action required to be taken by the Association under this Section shall not require any vote of the Members of the Association.

ARTICLE X

GREENBELT REGULATIONS AND COMMON AREAS

Section 1. Use and Enjoyment. Members, their families and their guests may use the Common Areas and Community Facilities for their general benefit and enjoyment, subject to the Articles, By-Laws, rules of the Association as and the Greenbelt Regulations attached hereto as Exhibit H and incorporated herein, and subject to such other reasonable rules and regulations as the Developer or the Association may adopt from time to time.

Section 2. No Trespass. Members, their families and their guests shall not have any implied or express right to trespass on the private property of any Owner when using or entering into the Common Areas or Community Facilities.

Section 3. Conveyance of Common Areas. Unless the Developer determines that retention of ownership of Common Areas or Community Facilities is necessary for the additional development of the Subdivision, for each phase in the Subdivision, the Developer shall convey the Common Areas and Community Facilities to the Association no later than the sale of the last Lot in that phase with a constructed Living Unit in the Subdivision to an Owner who uses the Living Unit as a residence. The Developer may add additional Common Areas or Community Facilities from time to time by amendment to this Declaration.

ARTICLE XI

MISCELLANEOUS

Section 1. Duration. The terms and provisions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Developer, Association or by any of the Lot Owners, their respective legal representatives, heirs, successors and assigns, and except where permanent or perpetual assessments or other permanent rights are herein created, the term of the covenants, conditions and restrictions shall be for a term of twenty (20) years from the date of recordation of this Declaration, after which the Declaration shall be automatically extended for successive periods of ten (10) years in perpetuity, unless a recorded instrument agreeing to terminate the Declaration signed by the then Owners of two-thirds (2/3) of the Lots has been recorded.

Section 2. Amendment. The Declaration may be amended, from time to time as follows:

A. **By Developer**: Developer reserves the right and power to amend this Declaration to the extent necessary to conform to any requirements imposed or requested by any governmental agency, public authority or financial institution, without the approval of the Owners, or to the extent necessary to enable Developer to meet any other reasonable need or requirement in order to complete the development of the Indian Walk Subdivision and to facilitate the making and marketing of first mortgages upon any of the Lots. Any amendment must be recorded and shall take effect only upon recording.

Each Owner, by acceptance of a deed to a Lot, consents to such right to amend the Declaration by Developer.

B. **By Lot Owners**. Except as otherwise provided in this Declaration, this Declaration may be amended at any time by an instrument executed by seventy-five (75 %) percent of the Class A Members and, in addition, the Class B Member. Any amendment must be recorded and shall take effect only upon recording.

Section 3. Personal Liability. Nothing in this Declaration, the Articles or the Regulations or By-Laws of the Association, or any rules or regulations enacted pursuant to any of the aforesaid, shall impose personal liability upon any member of the Board of Trustees or any officer of the Association acting in his capacity as such, for the maintenance, repair or replacement of any Living Unit or of any part of the Common Areas or give rise to a cause of action against any of them except for damages resulting from their own willful omissions or misconduct. Each person who becomes an Owner or Member hereby releases and discharges all persons now or hereafter serving as an officer or Trustee, or both, from any liability for injury or damages to such Member or Owner or to such Member's or Owner's property and covenants not to initiate any legal proceedings against any such person or persons unless such said person is covered by insurance and, in such event, the amount of recovery shall be limited to the amount of insurance.

Section 4. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postage prepaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 5. Enforcement. Except as provided in Article VIII, enforcement of this Declaration shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or to enjoin violation or to recover damages, and against the land to enforce any lien created or allowed by this Declaration; and the failure or forbearance by the Association or any Owner to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Section 6. Severability. Invalidation of any part of this Declaration by judgment, decree or order shall in no way effect any other provision hereof, each of which shall remain in full force and effect.

Section 7. Conflicts. In the case of any conflict between this Declaration and either the Articles of Incorporation or the By-Laws of the Association, the Declaration shall control.

Section 8. Condemnation.

In the event any Common Area or Community Facility or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the proceeds of any award or settlement shall be distributed to the Association for the common benefit of the appropriate Members.

Section 9. Professional Management Contracts. The Association may delegate all or any portion of its authority to discharge its responsibilities herein to a manager or managing agent. Any management agreement shall not exceed three (3) years and shall provide for termination by either party without cause or without payment of a termination fee on ninety (90) days or less written notice.

Section 10. Non-Liability of Developer. Neither Developer nor its representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authority granted or delegated to it, by or pursuant to, this Declaration, the Articles or the By-Laws, whether or not such claims shall be asserted by an Owner, 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, the foregoing enumeration includes all claims for, or arising by reason of, the Indian Walk Subdivision or any part thereof not being maintained or repaired by reason of any act or neglect of any Owner, the Association or their representative agents, employees, guests and invitees or by reason of any neighboring property or personal property located on or about the Indian Walk Subdivision, 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.

Section 11. Gender and Grammar. The singular, whenever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other forms of business organizations, or individuals, men or women, shall in all cases be assumed as though in such case fully expressed.

IN WITNESS WHEREOF, Indian Walk Development Company, an Ohio limited liability company, by and through Stewart Biederman, President, has executed this Declaration on the day and year first written above.

Signed and acknowledged
in the presence of:

Indian Walk Development Company
an Ohio Limited Liability Company

Amy C. Earley
Print Name: Amy C. Earley

By: Stewart Biederman, president
Stewart Biederman, President

Anne M Hoffman
Print Name: ANNE M HOFFMAN

STATE OF OHIO, COUNTY OF HAMILTON, SS:

The foregoing instrument was acknowledged before me this 3rd day of May, 1999, by Stewart Biederman, President of Indian Walk Development Company, an Ohio limited liability company, on behalf of the Company.

Notary Public

JASON B. SIMS, Attorney at Law
Notary Public State of Ohio
My Commission has no Expiration
Date. Section 147.03 O. R. C.

This Instrument was prepared by:
Joanne M. Schreiner
Dinsmore & Shohl LLP
1900 Chemed Center
255 East Fifth Street
Cincinnati, Ohio 45202
513/977-8482

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EXHIBIT A

G.J. BERDING
SURVEYING INC.

Description for: Stewart Biederman
Location: Bridgetown Road (138.657 Acres)

Situate in Section 15, Town 1, Fractional Range 2, Miami Township, Hamilton County, Ohio and being more particularly described as follows:

BEGINNING at an existing iron pin at the northeast corner of Registered Land Certificate Number 95694, said point also being in the north line of Section 15 and the south line of Section 16, said point also being the northwest corner of VRE, Inc. as recorded in Book 7423, Page 1539;

Thence along the east line of said registered land, the west line of said VRE and the west line of Von Rissen Estate Phase I as recorded in Plat Book 326, Page 42 and the west line of Von Rissen Estate Phase II, Block A, as recorded in Plat Book 336, Page 28 and the west line of Joan and August Rehling as recorded in Book 5826, Page 1824 the following three (3) courses:

1) South 02°00'00" West, 1123.05 feet to an existing iron pin and stone,
2) South 88°42'00" East, 655.28 feet to an existing iron pin,
3) South 01°22'00" West, 1736.75 feet to an existing PK nail in Bridgetown Road;

Thence along Bridgetown Road, South 79°39'00" West, 51.06 feet to an existing PK nail in the east line of lands conveyed to Stewart J. Biederman as recorded in Book 6973, Page 475;

Thence along the lines of Biederman, the following four (4) courses:

1) North 01°22'00" East, 151.58 feet to a set iron pin,
2) Along a curve deflecting to the left, having a radius of 356.97 feet, an arc distance of 32.99 feet, the chord of said arc bears North 00°47'00" West, 32.98 feet to a set iron pin,
3) South 89°50'00" West, 96.57 feet to a set iron pin,
4) South 04°14'00" East, 199.15 feet to an existing P.K. nail in Bridgetown Road;

Thence along Bridgetown Road the following four (4) courses:

1) South 79°39'00" West, 114.91 feet to a set spike,
2) South 69°49'00" West, 126.74 feet to a set spike,
3) South 56°43'00" West, 98.00 feet to a set spike,
4) South 47°21'00" West, 55.31 feet to a set spike;

Thence along a new division line, through the lands conveyed to Stewart J. Biederman as recorded in Book 6917, Page 731, North 50°53'00" West, 1049.28 feet to a set iron pin;

Thence along the north line of said Biederman South 81°20'43" West, 423.18 feet to a set iron pin;

608 Lila Avenue
Milford, OH 45150-1229
Ph. 513-831-5505
Fax 513-831-6894

G.J. BERDING
SURVEYING INC.

Biederman (138.657 Acres)

Thence continuing in part along said north line of Biederman, South 51°55'00" West, 214.04 feet to a set iron pin in the west line of said registered land and the east line of The Drees Company; as recorded in Book 7573, Page 1991;

Thence along said west line and east line of Drees and the east line of Brandt and Christine Coleman, as recorded in Book 6858, Page 583, the following five (5) courses:

1) North 36°36'00" West, 522.28 feet to a set iron pin,
2) North 89°28'00" West, 273.20 feet to a set iron pin,
3) North 00°32'00" East, 262.20 feet to an existing iron pin,
4) North 89°28'00" West, 131.80 feet to an existing iron pin,
5) North 00°30'00" East, 1956.15 feet to a set iron pin at the northwest corner of said registered land, said point also being in the north line of Section 15 and the south line of Section 16 and the south line of Myrtle J. Alexander as recorded in Book 6377, Page 1947;

Thence along said section line and the north line of said registered land and in part the south line of said Alexander, the south line of the Hamilton County Park Board and in part Karen M. Reid, as recorded in Book 7573, Page 1680, the following two (2) courses, South 88°35'00" East, 1023.00 feet to an existing iron pin and South 88°17'00" East, 984.65 feet to the **POINT OF BEGINNING.**

Containing 138.657 Acres.

Subject to all easements and highways of record.

All set iron pins referenced in the above description are to be 5/8" x 30".

The above described parcel being a part of those lands conveyed to Stewart J. Biederman as recorded in Book 4868, Page 388 and Book 6917, Page 731 and further identified as parcel 570-160-0008 and 570-160-0065 of the Hamilton County Auditors Office.

Prepared by G. J. BERDING SURVEYING, INC., on April 02, 1998. Revised 06-22-98.
Based on a Plat of Survey prepared by G. J. BERDING SURVEYING, INC. dated March 24, 1998. Revised 06-09-98

97040

EXHIBIT "B"

Legal Description of the Subdivision Property which is subject to this Declaration

EXHIBIT B IS THE SAME AS EXHIBIT A.

EXHIBIT C

ARTICLES OF INCORPORATION
OF
THE INDIAN WALK HOMEOWNERS ASSOCIATION, INC.

The undersigned, desiring to form a non-profit corporation under the Ohio Non-Profit Corporation Statute, do hereby certify that:

First. The name of said corporation shall be The Indian Walk Homeowners Association, Inc.

Second. The place in this state where the principal office of the corporation is to be located is Miami Township, Hamilton County, Ohio.

Third. The purposes for which the corporation is formed are:

(a) To organize and operate a corporation composed of property owners in the development known as the Indian Walk Subdivision, Hamilton County, Ohio.

(b) To exercise all of the powers and privileges, and to perform and discharge all of the duties and obligations of The Indian Walk Homeowners Association, Inc. as may be set forth in the deed restrictions for said development as recorded in the Office of the Recorder of Hamilton County, Ohio, as may be amended from time to time (hereinafter the "Deed Restrictions").

(c) To promote, conserve and maintain the health, safety, welfare, convenience, comfort and enjoyment of the property owners within the said development and any additional property which may be subsequently added to the said development.

(d) To own, acquire, hold, lease, convey, mortgage, dispose of by deed or otherwise, all forms of property, real or personal, and all kinds and forms of interests therein.

(e) To own, acquire, build, operate and maintain streets, sidewalks, footways, parking areas, drives, commons, maintenance areas, utility lines, recreation areas, playgrounds, athletic areas, picnic areas, swimming pools, and like facilities, including buildings, structures, and all personal properties incidental thereto, all of which are hereinafter referred to as "Common Area."

(f) To administer and enforce terms, conditions, covenants, charges, assessments, restrictions and regulations thereupon, under and subject to which the property or any part thereof may now or hereafter be acquired, held, used, possessed, occupied, sold, or in any manner disposed of, and to fix and provide any such terms, conditions, covenants, charges, assessments, restrictions and regulations and administer,

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J. KENNETH BLACKWELL
SECRETARY OF STATE

enforce, alter, amend, change, add to, extend, waive, or terminate, in whole or in part, any of the same.

(g) To provide the property owners or any part thereof to the extent deemed necessary and/or appropriate by the Board of Trustees with (1) water service and other utility services not otherwise provided, (2) garbage and trash collection, (3) fire and police protection, (4) services supplemental to municipal services, (5) maintenance service, and (6) such other services as may be deemed necessary and/or appropriate by the Board of Trustees.

(h) To pay taxes, if any, on any property owned by the Corporation, and to obtain and maintain insurance of such type and in such amounts as may be deemed necessary and/or appropriate by the Board of Trustees, including, but being not limited to, insurance for personal injury and property damage insurance on the property owned by the Corporation, and directors' and officers' liability insurance.

(i) To fix, levy, collect, and enforce assessments or charges against all or any part of the said development and the property owners or users thereof, to pay for the fulfillment of the functions performed by it, and to invest proceeds so received in excess of current needs and hold and use the same for future uses consistent herewith.

(j) To do any other thing that is necessary, expedient, incidental, appropriate, or convenient to the carrying out of the foregoing purposes, and, insofar as permitted by law, to do any other thing that, in the opinion of the Board of Trustees will promote the common benefit and enjoyment of the property owners of the said development, provided that the Corporation shall take no action which shall be in conflict with the Deed Restrictions.

(k) To have and exercise any and all powers, rights and privileges which a corporation organized under Chapter 1702, Ohio Revised Code, may now or hereafter have or exercise by law, provided that if any activities of the Corporation should subject any receipts by it to income taxes under the Internal Revenue Laws of the United States, notwithstanding any other provisions hereof, the Board of Trustees of the Corporation may, in their sole discretion, discontinue any activity that would so subject any receipts to income taxes.

Fourth. No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its members, officers or other private persons except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and make payments and distributions in furtherance of the purposes set forth above. Notwithstanding any other provision of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on by an association exempt from federal income tax under section 501(c)(4) of the Internal Revenue Code of 1986, as

amended from time to time.

Fifth. The affairs of the Corporation shall be managed by a Board of Trustees, which shall consist of no less than three (3) persons, nor more than nine (9). The names and addresses of the persons who shall serve on the Board of Trustees until their respective successors are elected in accordance with the Code of Regulations are as follows until their successors are duly appointed and qualified:

Stewart Biederman
2320 Grandview Drive
Ft. Mitchell, Kentucky 41017

Amy Earley
2320 Grandview Drive
Ft. Mitchell, Kentucky 41017

Patricia Biederman
2320 Grandview Drive
Ft. Mitchell, Kentucky 41017

The Trustees shall exercise all of the powers and authority and discharge all of the duties and obligations of trustees as defined in Chapter 1702 of the Ohio Revised Code, and of the Board of Trustees of said development as defined in the Deed Restrictions and Code of Regulations.

Sixth. The members of this Corporation at any time shall be as provided in the Code of Regulations of this Corporation.

Seventh. Each member of the Corporation shall be entitled to such voting rights as provided in the Code of Regulations of this Corporation.

Eighth. Upon the dissolution of the Corporation, The Board to Trustees shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation to such organization or organizations as determined by a plan of distribution by an affirmative vote of the members entitled to vote thereon.

Ninth. The Corporation shall have a perpetual existence.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 20 day of April, 1999.

Stewart Biederman, Incorporator

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being the Incorporator of The Indian Walk Homeowners Association, Inc., hereby appoints Stewart Biederman 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:

Stewart Biederman
8720 Bridgetown Road
Cleves, Ohio 45002

DATE: April 20, 1999

Stewart Biederman, Incorporator

ACCEPTANCE OF APPOINTMENT

I, Stewart Biederman, hereby accept this Appointment as Statutory Agent for The Indian Walk Homeowners Association, Inc.

Stewart Biederman

Date: 4/20/99

EXHIBIT D
THE INDIAN WALK HOMEOWNERS ASSOCIATION, INC.
CODE OF REGULATIONS

ARTICLE 1: NAME

The name of the Association responsible for the administration of the Indian Walk Subdivision is The Indian Walk Homeowners Association, Inc.

ARTICLE 2: ADMINISTRATION OF THE ASSOCIATION

The administration of Indian Walk Subdivision shall be in accordance with the Articles, the Declaration, the provisions of these Regulations, as the same may be amended from time to time, and in accordance with such rules and regulations as may be promulgated by the Board of Trustees, from time to time. Each licensee, invitee, owner, tenant, occupant and guest of a Lot, shall comply with the provisions of the Declaration, these Regulations, and the regulations and decisions of the Board of Trustees, or of the duty appointed representative thereof, as each of the foregoing may be promulgated or amended from time to time, and failure to so comply with any such provision, decision, resolution or regulation shall be grounds for an action to recover sums due for damages or for injunctive relief. The Declaration shall be supreme over these Restrictions, the Articles or any rules and regulations promulgated by the Board of Trustees. In the event that there is a conflict between the Declaration and the Regulations, Articles or any rule or regulation of the Board of Trustees or any duly appointed representative thereof or any other authorized committee, the Declaration shall control.

ARTICLE 3: DEFINITIONS

The following words when used in this Declaration shall have the following meanings:

A. "Articles" shall mean those Articles of Incorporation, filed with the Secretary of State of Ohio, incorporating the Association as a corporation not for profit under the provisions of Chapter 1702 of the Revised Code of Ohio, as the same may be amended from time to time.

B. "Association" shall mean and refer to The Indian Walk Homeowners Association, Inc., and its successors and assigns.

C. "Board" and "Board of Trustees" shall mean the Board of Trustees of the Association as provided in the Articles and as set forth in Article 5 hereof.

D. "Common Areas" and "Community Facilities" shall mean and refer to all real property, together with improvements located thereon, owned by or leased to the Association for the benefit, use and enjoyment of its Members.

E. "Developer" shall mean and refer to Indian Walk Development Company, an Ohio limited liability company, and its successors and assigns.

F. "Development" shall mean and refer to the Indian Walk Subdivision and all improvements located or constructed thereon and any portion of the Indian Walk Subdivision or any other property submitted to the provisions of the Declaration pursuant to Article II thereof.

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G. "Development Period" shall mean the period commencing on the date on which the Declaration is recorded and terminating on the day next following the day on which the Developer owns no part of the Indian Walk Subdivision (whether or not that part of the subdivision has yet been submitted to the provisions of the Declaration).

H. "Indian Walk Subdivision" shall mean the real property described in Exhibit "A" attached to the Declaration and such additions thereto as may hereafter be annexed pursuant to Article II of the Declaration.

I. "Living Unit" shall mean and refer to any portion of a building situated upon a Lot designated and intended for use and occupancy as a residence by a single family, including a townhouse, condominium unit, or patio or cluster home, whether detached or attached, located within the Development.

J. "Lot" shall mean and refer to any separate parcel of land shown upon any recorded subdivision plat within the Development or a recorded re-subdivision thereof with the exception of the Common Areas and Community Facilities.

K. "Members" shall mean the Owners who are members of the Association as provided in Article 3 hereof including Class A Members and Class B Members.

1. "Class A Members" shall mean those Owners as set forth in Article 3.

2. "Class B Member" shall mean the Developer.

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

M. "Regulations" shall mean these Code of Regulations as the same may be amended from time to time.

N. "Structure" shall mean and refer to anything built, placed upon or constructed upon a Lot, including but not limited to, a Living Unit.

O. "Trustee" and "Trustees" shall mean that person or those persons serving, at the pertinent time, in the capacity of a member of the Board of Trustees of the Association.

All capitalized terms not defined herein, shall have the same meaning as in the Declaration.

ARTICLE 3: MEMBERSHIP, CLASSES OF MEMBERS, VOTING RIGHTS AND SUSPENSION

A. Membership. Every Owner is hereby declared to be and shall be a Member of the Association, and such membership shall be appurtenant to and may not be separated from ownership of any Lot. Each Owner, by acceptance of a deed or other conveyance of the Lot, thereby becomes a Member. When more than one person is the Owner of a Lot, all such persons shall be Members. When an Owner ceases to own an interest in a Lot, that person or

entity is no longer a Member.

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

C. Voting Rights.

1. Class A Members During Development Period. Unless otherwise required by law, the Class A Members shall not be entitled to vote on any matters concerning the Association (including election of Trustees) during the Development Period.

2. Class A Members After the Development Period. After the Development Period, the Class A Members shall be entitled to vote on all matters requiring a membership vote.

3. Class B Member Voting Rights. The Class B Member shall be the sole voting Member of the Association during the Development Period.

4. One Vote Per Lot. A Member eligible to vote shall have a total of one vote per Lot in which the Member holds a fee interest. If more than one person, group of persons, or entity is the record Owner of a fee interest in any Lot, then the vote for such Lot shall be exercised as they determine among themselves but in no event shall more than one vote be cast with respect to any Lot. The vote of the Owners of a Lot owned by more than one person, or by a corporation or other entity, shall be cast by the person named in a certificate, signed by all of the Owners of the Lot, and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, then at the discretion of the Board of Trustees, the vote of such Owner shall not be considered in determining the requirement for a quorum, nor for any other purpose.

5. Approval of Both Classes of Members. On all matters requiring the consent or approval of both classes of Members, such action or matter shall not be approved unless it receives the affirmative vote of at least a majority of the eligible voting Class A Members present at a meeting at which a quorum is present and the affirmative vote of the Class B Member.

6. Decedents, Incompetents and Fiduciaries. When any person has furnished to the Association proof, satisfactory to the Association, or his/her appointment and qualification as executor under the Last Will and Testament of a deceased Owner; an administrator of the estate of such an Owner; a guardian; conservator of the estate of a ward or incompetent who is an Owner; trustee in bankruptcy of an Owner; statutory or judicial receiver or liquidator of the estate or affairs of an Owner; assignee for the benefit of creditors of an Owner; or other duly qualified lawful representative of an Owner, with authority in the premises, such fiduciary may vote as though he or she were the Owner.

D. Suspension of Membership.

During any period in which a Member shall be in default in the payment of any dues, or any Assessment (as defined in Article IV of the Declaration) levied by the Association, or shall be in default of the performance of any other obligation of a Member, the voting rights and the right to use of the Common Facilities and Common Areas by such Member may be suspended by the Board of Trustees until such dues or Assessment has been paid, or such default cured, in the discretion of the Board of Trustees.

The rights of a Member, or any tenant or guest thereof, or anyone else claiming a right by, through, or under such Member, may be suspended by the Board of Trustees until such Assessment has been paid. The rights of a Member, tenant or guest or anyone else claiming a right by, through, or under such Member, may also be suspended, after reasonable notice and hearing, for the violation of any of the covenants, conditions, restrictions, rules and regulations, as the same may be promulgated and amended by the Board of Trustees from time to time (including without limitation any covenants or restrictions in the Declaration). In such event, such suspension shall be effective until the Board of Trustees has, in its discretion, determined that such violation has been cured by such offending party and, further, has received such assurances as the Board of Trustees may reasonably require so as to be assured that such violation will not be repeated in the future. In so doing, the Board of Trustees shall have full discretion to fashion remedies satisfactory to the Association including, but being not limited to, suspension of membership, suspension of use of the Common Facilities and Common Areas, fines to be levied as special assessments and probationary periods.

ARTICLE 4: MEETING OF MEMBERS

A. Annual Meeting. Regular annual meetings of the voting Members shall be held at such place and such time as may be designated by the Board of Trustees.

At the annual meeting, no motions, other than procedural motions, shall be voted upon unless such motion is placed before the annual meeting in one of the following ways.

1. Upon the approval of the majority of the Board of Trustees granted at least 30 days prior to the date of such annual meeting; or,

2. Upon a petition presented to the Board of Trustees at least 30 days prior to such annual meeting, such petition being signed by at least 35% of the voting Members of the Association.

B. Special Meetings. Special meetings of the voting Members may be called at any time by the President, by a majority of the Board of Trustees, or by written request of the Members entitled to exercise 35% of the voting power of Members. The special meetings shall be in such place in and on such date and at such time as may be determined by the Board of Trustees.

C. Notice of Meeting. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary of the Association, by mailing a copy of such notice, postage prepaid, or by personally delivering such notice, at least 7 days before such meeting, but no more than 30 days before such meeting, to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of the notice. The notice shall specify the place, the day and the time of the meeting, and in the case of a special meeting, the purpose of the

meeting.

D. Quorum. Members present in person or by proxy at any meeting of Members being a majority of the Members entitled to vote at such meeting shall constitute a quorum for such meeting. The Members present at a duly organized meeting can continue to do business until adjournment notwithstanding the withdrawal of enough Members to leave less than a quorum.

F. Proxies. At all meetings, and otherwise subject to the provisions of these Regulations, each voting Member may vote in person or by proxy. All proxies shall state with specificity the meeting for which the proxy is effective. No proxy shall be effective for more than one meeting. All proxies shall be in writing and signed by the Member. All such proxies shall be filed with the Secretary of the Association at least 1 day, but not more than 30 days prior to the meeting for which the proxy is designated. Every proxy is revocable and shall automatically cease at the end close of the meeting for which the use of such proxy is specified. In the event of a failure to obtain a quorum at such meeting, such proxy shall be deemed to be invalid for any other purpose or for any other meetings.

ARTICLE 5: BOARD OF TRUSTEES

A. General Powers. The affairs of the Association shall be managed by the Board of Trustees, which shall have such power and authority as is set forth in the Articles, these Regulations and the Declaration.

B. Tenure and Qualification. A Trustee may or may not be a member of the Association. There shall be no less than three and no more than nine Trustees. Each Trustee so elected shall hold office for a term of three years unless otherwise removed or until their successor is duly elected and qualified.

C. Nomination. Nomination for election to the office of Trustee shall be made by a Nominating Committee. A nomination may also be made from the floor at the annual meeting. The Nominating Committee shall consist of the chairman, who shall be a Trustee, and at least two other Members of the Association who shall be appointed by the Board of Trustees. The Nominating Committee shall make as many nominations for election to the office of Trustee as it shall, in its discretion, determine, but in any event not less than the number of vacancies that are to be filled. There shall not be a Nominating Committee during the Development Period.

D. Election. Election to the office of Trustee shall be by written ballot. At such election, the voting members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of these Regulations. The person receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

The election of trustees may be conducted by mail, in such manner as the Board of Trustees shall determine. In such case, the President shall set a day and time for such election. It shall be the duty of the Nominating Committee to prepare ballots with the names of the candidates for each office, as selected by the Nominating Committee, and to thereafter mail, no less than 15 nor more than 30 days prior to the election date set by the President, a ballot, and return envelope, addressed to Inspectors of Election, in care of the Association. The President shall appoint prior to such election two Inspectors of Election, whose duty it shall be to

safeguard the honesty and integrity of the vote to the best of their skill and ability (including but not limited to the authority to declare a ballot to be invalid in the event of an irregularity), to receive and inspect the votes cast, and to otherwise conduct such election, and to thereafter certify the results of said election to the Nominating Committee. The Nominating Committee shall thereafter notify each Trustee so elected, and request that such person accept the office to which he/she was elected.

E. Removal of Trustees. Any Trustee may be removed, with or without cause, by a majority vote of the voting Members of the Association. In the event of the death, resignation or removal of a Trustee, his/her successor shall be selected by the remaining Trustees and shall serve for the unexpired term of such predecessor.

F. Compensation. Unless otherwise determined by a majority of the Board of Trustees, no Trustee shall receive any compensation for any services rendered to the Association.

G. Regular Meetings. Regular meetings of the Board of Trustees shall be held quarterly without notice, at such date, place and time as may be fixed from time to time by resolution, or otherwise agreed upon by the Board of Trustees.

H. Special Meetings. Special meetings of the Board of Trustees shall be held when called by the President of the Association, or by any two Trustees, after not less than three days notice to each Trustee provided, however, that such notice may be waived in writing.

I. Quorum. A majority of the number of Trustees shall constitute a quorum for the transaction of business. Every act or decision done, or made by a majority of the Trustees at a meeting in which a quorum is present, shall be regarded as the act of the Trustees, if such meeting is duly convened.

J. Procedure. The Board of Trustees shall have the right to prohibit the attendance at Board meetings of nonmembers, in the sole discretion of the Board of Trustees. It is the intent of this provision that, at all times, the Board of Trustees have the authority to protect the privacy of the Association and its Members so as not to expose the Association to claims of invasion of privacy, defamation, slander and similar claims.

K. Action Taken Without A Meeting. The Board of Trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the Trustees. An action so approved shall have the same effect as though taken at a meeting of the Board of Trustees.

L. Open Meetings Requirement. No regular or special meeting of the Board of Trustees shall be held, nor any action taken without a meeting as permitted hereby, as the case may be, unless such meeting was open to all Members, with the following exceptions:

1. To consider the appointment, employment dismissal, discipline, promotion, demotion or compensation of employees; or

2. To consider the purchase of property if premature disclosure of information would give an unfair competitive advantage to a third person; or

3. Privileged conferences with an attorney for this Association concerning disputes that are the subject of threatened, pending or imminent court action; or

4. Specialized details of security arrangements where disclosure of such matters discussed might reveal information, the revelation of which would be detrimental to the Association.

Notice of any such regular or special meeting, or any other action, shall be effective when posted at least twenty-four (24) hours in advance of such meeting or action, at the office of the Association or some other area within the Indian Walk Subdivision that is assessable to Members. The open meetings requirement of this Article 5, Section L, shall not be effective during the Development Period.

M. Powers and Duties of the Board of Trustees.

1. Powers. The Board of Trustees shall exercise all powers and authority pursuant to the Ohio Revised Code pertaining to nonprofit corporations, pursuant to the Declaration and these Regulations, as amended from time to time unless such powers and authority are specifically and exclusively reserved to the membership by virtue of the aforementioned documents. Without limiting the generality of the foregoing, the Board of Trustees shall have the right, power and authority to:

(a) take all action deemed necessary or desirable to comply with all requirements of law, the Declaration and these Regulations; and

(b) obtain insurance coverage as required or desirable pursuant to the aforesaid documents; and,

(c) enforce the covenants, conditions and restrictions set forth in the aforesaid documents; and,

(d) repair, maintain and improve the Common Facilities and Common Areas; and,

(e) purchase, sell or mortgage real property owned by the Association; and,

(f) establish, enforce, levy and collect assessments as provided in the aforesaid documents; and,

(g) adopt and publish rules and regulations governing the use of the Lots, the Common Facilities, Common Areas and the personal conduct of the Members and their guests thereon, provided that such rules and regulations are not inconsistent with the Declaration; and,

(h) suspend the voting rights of a Member as provided herein.

2. Duties. It shall be the duty of the Board of Trustees, in addition to all other duties required by the Board of Trustees by law, by the Declaration and by these Regulations, and without limiting the generality of the foregoing, to:

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(a) cause to be kept a complete record of all of the acts of the Board of Trustees and of the affairs of the Association, and to present a statement thereof to the voting Members at the annual meeting of the voting Members; and,

(b) supervise all officers, agents and employees of the Association and see that their duties are properly performed;

(c) establish, enforce and collect Assessments as provided in the Declaration and these Regulations; and,

(d) enforce the covenants, conditions and restrictions as set forth in the Declaration and these Regulations; and

(e) repair, maintain and improve the Common Facilities and Common Areas.

ARTICLE 6: OFFICERS AND DUTIES

A. Enumeration of Offices. The officers of the Association shall be a President, Vice President, Secretary and Treasurer, each of whom shall at all times be members of the Board of Trustees, and such other offices as the Board of Trustees may, from time to time by resolution, establish.

B. Election and Term. The officers of the Association shall be selected by the Board of Trustees, from time to time, to serve until the Board of Trustees selects their successors.

C. Special Appointment. The Board of Trustees may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board of Trustees may, from time to time, designate.

D. Resignation and Removal. Any officer may be removed from the office, with or without cause, by a majority of the Board of Trustees. Any officer may resign at any time by giving written notice to the Board of Trustees. Such resignation shall take effect on the date of receipt of such notice, or at any later time as may be specified in such notice, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The Board of Trustees shall select a person to fill such a vacancy.

E. Multiple Offices. One person may hold more than one office.

F. Duties of Officers. The duties of the officers are as follows:

1. President. The President shall preside at all meetings of the Board of Trustees; shall see that orders and resolutions of the Board of Trustees are carried out; shall be the principal executive officer of the Associations and shall, in general, supervise and control all of the business and affairs of the Association. The President shall sign deeds, mortgages, bonds, contracts or other instruments on behalf of the Association, which may be authorized to be executed by the Board of Trustees, except in cases where the signing and executing thereof shall be expressly delegated otherwise by the Board of Trustees to some other officer or agent of the Association; and, in general, shall perform

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(b) supervise all officers, agents and employees of the Association and see that their duties are properly performed;

(c) establish, enforce and collect Assessments as provided in the Declaration and these Regulations; and,

(d) enforce the covenants, conditions and restrictions as set forth in the Declaration and these Regulations; and

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all duties incident to the office of President and such other duties as may be prescribed by the Board of Trustees.

2. Vice President. The Vice President shall act in the place and stead of the President in the event of his/her absence, inability or refusal to act (as determined by a majority of the Board of Trustees), and shall exercise and discharge such other duties as may be required by him/her by the Board of Trustees.

3. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Trustees and of the Members; shall serve or cause to be served notice of meetings of the Members; keep appropriate current records showing the members of the Association, together with their addresses; and shall perform such other duties as required by the Board of Trustees.

4. Treasurer. The Treasurer shall receive and deposit in an appropriate account all monies of the Association, shall disburse such funds as directed by resolution of the Board of Trustees; shall keep proper books of account; shall prepare an annual statement of income and expenditures; and shall perform such other duties as required by the Board of Trustees.

5. Other Officers. The Board of Trustees shall have the authority to designate and appoint such other officers to execute such duties as the Board of Trustees, in its discretion, shall determine.

ARTICLE 7: COMMITTEES

A. Appointment of Committees. The Board of Trustees may appoint such committees as may be deemed appropriate in carrying out the powers and duties of the Association. Such committees shall be organized in accordance with the rules and regulations therefore, as may be promulgated from time to time, by the Board of Trustees, and all members of such committees shall serve at the pleasure of the Board of Trustees. All members of any committee shall either be a Trustee or a Member.

B. Finance and Budget Committee. The Board of Trustees may appoint a Finance and Budget Committee which shall have the duties and responsibilities set forth in Article V of the Declaration.

C. Design Review Committee. The Board of Trustees shall, after the Development Period, appoint a Design Review Committee which shall have the duties and responsibilities set forth in Articles V and VI of the Declaration. The Board of Trustees may appoint such Board prior to the Development Period, provided that the Developer has ceded control over the implementation of Article VI of the Declaration to the Board of Trustees.

ARTICLE 8: BOOKS AND RECORDS

The books, records and papers of the Association shall be at all times, during normal business hours, subject to inspection by any Member. The Association shall keep correct and complete books and records of account and minutes of the proceedings of its Members, Board of

Trustees, and committees.

ARTICLE 9: FISCAL YEAR

The Fiscal Year of the Association shall end on December 31 each year.

ARTICLE 10: AMENDMENTS TO REGULATIONS

During the Development Period, these Regulations may be amended only upon the approval and consent of the Class B Member. After the Development Period, these Regulations may be amended only upon the affirmative vote of a majority of the Class A Members at a meeting at which a quorum is present.

EXHIBIT "E"

Annual Assessment

The Annual Assessment shall be initially set at $200.00.

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EXHIBIT F

ARCHITECTURAL STANDARDS FOR INDIAN WALK

*FRONT ELEVATION ROOF GABLES & HIPS @ 8:12 SLOPE (MINIMUM)

*FULL BRICK WRAP @ 1ST FLOOR (EXCLUDING BAYS)

*FRONT ELEVATIONS FEATURING BRICK/STONE

*SIDELIGHTS @ ENTRANCE DOORS

*"DIMENSIONAL" SHINGLES @ ROOFS

*PROJECTED GABLE RAKES

*12" EAVE OVERHANGS

*APPROVED VINYL OR WOOD EXTERIOR TRIM @ GUTTER FACIA, RAKE TRIMS, FRIEZE BOARDS, FRONT FACING BAYS

*FRONT ELEVATION DOORS, VISTAS & WINDOWS TO BE DETAILED WITH PROJECTED BRICK DETAILS, WOOD TRIM OR "FYPON" (OR EQUAL) MOLDED TRIM, SHUTTERS

*LIMIT EXPOSED FOUNDATIONS

*WINDOW GRIDS @ FRONT ELEVATION WINDOWS

*GRADE WALKS & RETAINING WALLS CONSTRUCTED OF STONE OR PRECAST CONCRETE UNITS "ALLENBLOCK" OR EQUAL

*MINIMUM LANDSCAPE ALLOWANCE

*LANDSCAPE PLAN TO INCLUDE A TREE IN THE FRONT YARD OF A SPECIFIED SIZE & SPECIES

*DRIVEWAYS & APRONS: POURED CONCRETE OR BLACKTOP

*EXTERIOR COLORS & MATERIALS TO BE SUBMITTED & APPROVED: BRICK, ROOFING, STONE, SIDING, WINDOWS

*CONSTRUCTION DRAWINGS TO BE SUBMITTED & APPROVED

*LANDSCAPE PLAN TO BE SUBMITTED & APPROVED

*YARDS TO BE SEEDED OR SOD INSTALLED

*SPECIAL CARE TO BE TAKEN TO RETAIN EXISTING TREES ON PROPERTY

*CONCRETE WALK TO FRONT DOOR

*LIMESTONE ADDRESS BLOCKS

*SIDEWALKS BY STREET

*APPROVED MAIL BOXES

*MINIMUM 1700 SQ. FT FOR ONE STORY

*MINIMUM 2100 SQ. FT FOR 2 STORY