

24/204

WATERBURY VILLAGE SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS ("Declaration") is made effective as of NOVEMBER 3, 2005, by Weidle / Bolen LLC for Waterbury Village ("Declarant"), under the following circumstances:

- A. Declarant owns in fee simple real estate situated in the City of Carlisle, Warren County, Ohio, the real estate being more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property"), which Declarant intends to develop as a residential subdivision to be known as the Waterbury Village Subdivision (the "Subdivision"), which is expected to be developed in five (5) phases and ultimately contain approximately 106 lots (each a "Lot" and collectively the "Lots").
- B. A portion of the property has been platted as Section One of the Subdivision at Plat Book _____, Pages _____, of the Warren County, Ohio Plat Records (the "Section One Plat").
- C. As part of the Subdivision, Declarant will dedicate certain areas as landscaping easements on Lots 1 and 41 of the Subdivision (the "Landscaping Easements").
- D. Declarant desires to set forth covenants, conditions and restrictions as to the maintenance of Reserve Areas and the Landscaping Easements.
- E. Declarant will construct or install as part of the Subdivision improvements walls, monuments, fences and/or other features and landscaping at the intersection of Franklin Trenton Road and Waterbury Drive as depicted on the Section One Plat (the "Entrance Features"), which may be lighted, landscaped and irrigated and contain other features and will require maintenance.
- F. Declarant desires to provide for the creation of an association to be comprised of the owners of Lots ("Lot Owners") within the Subdivision for purposes of assigning to the association ownership of land and equipment and the maintenance obligations as provided for herein.
- G. Declarant further desires to establish certain additional covenants, restrictions and easements pursuant to which the Lots shall be held, sold and conveyed:

NOW THEREFORE, Declarant hereby subjects the Property to the following covenants, conditions, restrictions and easements:

1. Association

- (a) Declarant shall form a nonprofit corporation to be known as "Waterbury Village Homeowners' Association, Inc." (or such other name as Declarant may select if the name is not available)(the "Association").

- (b) The Association shall be formed as an Ohio nonprofit corporation and Declarant shall cause to be filed the Articles of Incorporation for the Association and any other required documentation with the appropriate government agencies.
 - (c) The Association and all operations of the Association will be controlled by its Articles of Incorporation and Code of Regulations.
 - (d) The Association shall have the duty and authority to implement, administer, and enforce all of the terms and provisions of the Declaration. The primary duty of the Association shall be to operate, repair, maintain, administer, replace and generally manage and control the Entrance Features, Reserve Common Areas, Lakes and Walk Paths and Landscaping Easements as provided for herein. In addition, Declarant may convey to and the Association may own property in the Subdivision used for Reserve Areas.
2. Future Phases. This Declaration applies to the entire Property and Subdivision but is made and granted at a time when only the first phase or section of the Subdivision has been fully planned and platted. As future phases or sections of the Subdivision are planned and platted, Declarant may (but need not) amend this Declaration to specifically refer to and identify new/additional portions and locations of the Entrance Features and Reserve Areas. However, each such terms shall, unless expressly provided to the contrary herein or in a future amendment, include the portions and locations of such items as identified herein and all new/additional portions and locations established by Declarant in the future phases or sections of the Subdivision, as set forth on the recorded Subdivision plat for such future phases or sections.
3. Drainage and Related Easements.
- (a) Declarant hereby grants, creates and declares to exist for the use and benefit of all present and all future owners of any portion of the Property and their respective heirs, personal representatives, successors, assigns, tenants, subtenants, and its and their guests, invitees, visitors, employees, agents, contractors, and all other persons properly using the same, a permanent nonexclusive easement (the "Drainage Easement") on, over, across and under to portions of the Property depicted as Reserve Areas (the "Drainage Easement Area") on the Section One Plat for the installation, construction, utilization, inspection, repair, maintenance, replacement and improvement of surface storm runoff areas or flood plain areas.
 - (b) The Association, its successors and assigns, shall have the right to assign, partially assign, or convey all and/or any portion(s) of the easement rights contained herein if the assignment, partial assignment or conveyance is deemed necessary by or required by the respective utility company(ies) or governmental agency(ies) or authority(ies) which have jurisdiction over the Property. The Association, its successors and assigns, shall have the right to make any modifications or amendments hereto, and to grant additional easements, all as may be necessary of appropriate to meet the requirements of any of the above utility companies and/or governmental agencies and/or authorities and their respective successors and assigns, in order to permit the utility company(ies),

their successors and assigns to construct, reconstruct, install, maintain, replace, provide access to and from, maintain proper connection with, and/or operate any utility facilities now or hereafter located on the Property.

- (c) No Lot Owner of any portion of the Property shall interfere with, nor allow any interference with, access to or utilization of operation of any of the Reserve Areas. The Association, its successors and assigns, shall have rights of ingress and egress and to cut, trim or remove any trees, undergrowth or overhanging branches within the Common Area or the Drainage Easement Area and immediately adjacent thereto. No buildings or other structures may be built within the Common Area of the Drainage Easement Area, nor may the Drainage Easement Area be physically altered so as to: (1) reduce clearances of underground facilities; (2) impair the land support of the facilities; (3) impair ability to maintain the facilities; or (4) create a hazard.
- (d) Declarant reserves the right for a period of five (5) years after the sale of a Lot and or Common Area by Declarant to enter upon the Lot for purposes of adjusting grade and drainage patterns for the benefit of the Property, provided that the Lot shall be restored to a like condition as to pavement grass or sod and/or landscaping which shall have been removed (provided that Lot has been property graded).

4. Assignment.

- (a) Effective as of the earlier of the sale by Declarant of 50% of the Lots (including all Lots anticipated by Declarant in all phases, even though not platted, unless the entire Property is not platted on or before January 1, 2010, in which case the computation shall be based solely on the number of Lots actually platted at the time of recording of the amendment) or January 1, 2008 (or, if later, the date of creation of the Association)(“the Turnover Date”), Declarant hereby delegates and assigns to the Association the power and duty of operating, repairing and maintaining the Entrance Features, Landscaping Easements and the Reserve Areas, and of implementing administrating and enforcing all the terms and provisions of the declaration, and effective as of the date Declarant shall have no further responsibility, duty or liability with respect to the Entrance Features, Landscaping Easements and Reserve Areas.
- (b) Notwithstanding anything to the contrary in this Agreement, until the Turnover Date (or, if later, the date the Association is formed), Declarant agrees to be responsible for the operation and maintenance of the Entrance Features, Landscaping Easements and Reserve Areas as provided for herein.

5. Operation, Repair and Maintenance of the Reserve Areas.

- (a) Subject to the terms of this Declaration and the Code of Regulations of the Association, Declarant shall convey Reserve Areas to the Association and the Association shall be responsible for the operation, repair, maintenance, replacement, regulation, and control of the Reserve Areas and all elements thereof.

- (b) (i) The Association shall maintain the Reserve Areas in such a manner so as to allow for recreational use by lot owners.
- (ii) The Association shall be responsible for the routine mowing of the Reserve Areas including Lake area where applicable.
- (iii) In the event that any necessary operation, repair or maintenance is properly performed by Declarant, the Association shall pay for, or reimburse Declarant, for the reasonable cost of any such operation, repair, and maintenance or replacement operation.
- (iv) Notwithstanding anything to the contrary herein, the obligation of the Association to maintain the Reserve Areas, and the other obligations of the Association hereunder, shall terminate when and to the extent the Reserve Areas is dedicated to and accepted by a public or governmental entity or agency, provided that the obligation of the Association under Section 5(b) (iv) shall not terminate.

6. Entrance Features.

- (a) Declarant hereby grants, creates and declares to exist for the use and benefit of all present and all future Lot Owners of any Lot and their respective heirs, personal representatives, successors, assigns, tenants, subtenants, and its and their guests, invitees, visitors, employees, agents, contractors, and all other persons properly using the same, a permanent nonexclusive easement on, over, across and under Entrance Feature Areas as depicted on the Section One Plat for purposes of installation, construction, operation, inspection, repair, maintenance and landscaping of the Entrance Features.
- (b) Subject to the terms of this Declaration and the Code of Regulations of the Association, Declarant shall convey Entrance Feature Areas to the Association and the Association shall be solely responsible for the operation, inspection, repair, maintenance (including, without limitation, routine landscape maintenance such as mowing), replacement and landscaping of the Entrance Features and all costs and expenses thereof. The Association shall cause the electricity for lighting and other features of the Entrance Features and the water for irrigation to be separately metered to the Association and shall pay all charges for such electricity and water.
- (c) No Lot Owner shall remove or otherwise alter any landscaping installed by Declarant or the Association on or around or as part of the Entrance Features of in the Landscaping Easements, nor install any additional landscaping in the Entrance Features or Landscaping Easements area without the prior written approval of the Association.

7. Assessments.

- (a) For the purpose of providing funds for the operation, repair, maintenance, replacement and landscaping of the Entrance Features and the Reserve Areas, and any related costs or expenses incurred in connection with the operation of the Association, including, without limitation, the funding of reserves determined

appropriate by the Association, the Association shall, prior to January 1 of each year, determine an estimated budget for the following calendar year. The Annual assessment charge to each Lot shall be determined by dividing the total estimated budget for the calendar year by the number of duly platted Lots as of the first day of such calendar year; provided that, if additional Lots are platted during the calendar year, then the Assessment applicable to each Lot shall be redetermined on a weighted average basis based on the number of days during the year that each such Lot was platted and therefore subject to assessment. It is the intention of this Declaration that all assessments shall be shared equally by all Lot Owners regardless of the size of Lot or value of home, the phase or section of the Subdivision or whether the Lot in question is served by the element of the Entrance Features and the Reserve Areas giving rise to the assessment. The Assessment with regard to any particular Lot shall commence on such date (no earlier than January 1, 2006) as shall be designated by the Association, which date shall be no earlier than the date on which such Lot is conveyed by Declarant to any buyer (including, without limitation, a builder) and no later than such date of transfer if assessments have begun prior thereto with respect to other Lots in the Subdivision. Assessments for any Lot owned by a buyer for less than a full year shall be pro-rated.

- (b) Prior to March 1 of each year (or, if later, as soon as practicable after the Lot is conveyed to a buyer), the Association shall send a written statement to each Lot Owner showing the amount and method of calculation of the annual Assessment assessed against their Lot. The annual Assessment may be billed in annual, semiannual, quarterly or monthly installments, as determined by the Association in its sole discretion. The failure of the Association to meet the foregoing deadlines shall have no effect on the obligation of Lot Owners to pay assessments when finally determined and billed. Any Assessment shall become due and payable thirty (30) days after billing.
- (c) In addition to the annual Assessments authorized above, the Association may levy in any assessment year a special Assessment estimated to be necessary for present or future capital improvements, for the purpose of defraying, in whole or in part, any operating expense associated with maintenance of the Entrance Features and Reserve Areas and/or any other purpose determined appropriate by the Association. In addition, any amount owed to the Association by any Lot Owners pursuant to Sections 8(j), 9(a) (ii) and/or 10(h) shall be deemed to be a special Assessment against the Lot Owner in question for purposes of paragraphs (e) through (m) of this Section 7.
- (d) If a Lot Owner fails to pay any installment of Assessments (annual or special) within ten (10) days following the date that the same becomes due, that installment shall be deemed delinquent and shall bear interest from the due date at the rate of twelve percent (12%) per annum.
- (e) If any Lot Owner fails to pay any installment of an Assessment (annual or special) within thirty (30) days following the date that the same becomes due, the Association shall have the right to sue such Lot Owner for personal judgment, and, in addition, shall have the right to enforce the lien as provided in Section 7(h). The amount due from such Lot Owner shall include the unpaid Assessment

(annual or special) or installment thereof as well the cost of such proceeding, including, without limitation, reasonable attorneys' fees and the aforementioned interest.

- (f) Upon the written request of a Lot Owner or the holder of any mortgage on a Lot the Association shall, within a reasonable period of time, issue and furnish to such Lot Owner or mortgagee at certificate stating that all Assessments (annual or special) or installments thereof (including interest and costs, if any) have been paid with respect to any specified Lots as of the date of such certificate, or, if all Assessments (annual or special) and installments thereof have not been paid, setting forth the amount (including interest and costs, if any) due and payable. The Association may make a reasonable charge for the issuance of such certificates, which must be paid at the time that the request for such certificate is made. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser of, or lender on, the Lot in question.
- (g) Any Assessment (annual or special), together with any interest and costs of collection which become payable hereunder, shall be and remain a charge against, and a continuing lien upon, the Lot to which it relates, provided only that the charge and lien shall be subject and subordinate to (i) real estate taxes and such other public assessments and charges as are applicable laws made superior thereto and (ii) any duly executed and recorded first mortgage lien on the Lot in question and the rights of any first mortgagee who acquires a Lot pursuant to mortgage foreclosure or by deed in lieu thereof. Annual Assessments subsequent to the first Annual Assessment shall become a lien on January 1 of each year; Special Assessments shall become a lien at the time designated by the Board. 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.
- (h) At any time after an Assessment (annual or special) remains unpaid for ten (10) days after it has become due and payable, the Association may record a notice of lien with the Recorder of Warren County, Ohio in any legally recordable form, including by affidavit as provided in Section 5301.252 of the Ohio Revised Code or any similar section hereafter enacted. Nonpayment of an installment of the Assessment (annual or special) on any Lot shall be deemed and is hereby declared to be the happening of a condition of event that creates an interest in real estate. The notice of lien shall contain a description of the Lot against which the lien exists, the name of the record Lot Owner and the amount of the unpaid portion of the Assessments, and shall be signed by any officer of the Association.
- (i) Any Lot Owner who believes that an Assessment (annual or special) chargeable to his Lot (for which a certificate of lien has been filed by the Association) has been improperly charged against his Lot, may bring an action in the Court of Common Pleas of Warren County, Ohio, for the discharge of that lien.
- (j) Each Lot Owner, by acceptance of a deed or other instrument of conveyance therefore, whether or not it shall be so expressed in such deed or instrument of conveyance, and every other Lot Owner, regardless of how the Lot Owner acquired title to the Lot, shall be deemed to have agreed to be personally (jointly and severally in the case of multiple Lot Owners) liable for the payment of each

Assessment (annual or special) levied by the Association against such Lot in each year during any part of which such Lot Owner holds title to such Lot, together with any interest thereon and costs of collection with respect thereto. The obligation for delinquent Assessments (annual or special), interest and costs shall not be the personal obligation of a Lot Owner's successors in title unless expressly assumed by the successors, provided, however, that the right of the Association to a lien against the Lot, or the foreclose an lien thereon for these delinquent Assessments (annual or special), interest and costs, shall not be impaired or abridged by reason of any transfer, but shall continue unaffected thereby.

- (k) Any lien established under this Declaration may be enforced by the Association in the same manner and the same extent (including appointment of a receiver, foreclosure sale and deficiency judgment) and subject to the same procedures as in the case of foreclosure of a real property mortgage under the laws of the State of Ohio. In any such enforcement proceeding, the amount which may be recovered by the Association shall include all costs of such proceeding, including reasonable attorney's fees. In any such foreclosure sale, the Association may become the purchaser.
- (l) When the holder of a first mortgage of record, or other purchaser of a Lot as a result of judicial execution, acquires title to the Lot as a result of foreclosure of the first mortgage or by deed in lieu of foreclosure, such acquirer of title, its of its heirs, successors and assigns, shall no be liable for the Assessments (annual or special) chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. Any lien against such Lot for such Assessments (annual or special) shall be canceled and voided, and shall become unenforceable.
- (m) Initial Assessment . Every lot shall be assessed a annual minimum association maintenance fee. Fee is due at closing and will be prorated based upon the date of closing as it relates to Jan 15 of each year. The Initial Minimum yearly fee for 2006 is 200.00

8. Architectural Control.

- (a) Alterations of Structures: Except with respect to the initial construction of Dwellings (as defined in Section 9(a)(i) by a Builder or in connection with the Common Areas be Declarant, no Dwelling or other structure permitted hereunder, nor any driveway or other improvement servicing the Dwelling, shall be located, constructed, erected, placed, moved onto or permitted to remain on any Lot, nor shall any Dwelling or structure be remodeled, altered or expanded in any way that changes the exterior appearance thereof, until plans or specifications therefore have been approved with respect to the quality of workmanship, materials (including color), location and harmony of the external design of the Dwelling or structure with other existing or proposed Dwellings with the Subdivision, by:

- (i) Until such time as there are no vacant Lots (except Lots owned by the Lot Owner of a single family residence which are not held for sale), Declarant (which for this purpose shall mean the owner of the greatest number of vacant Lots held for sale and if more than one person or entity owns an equal number of lots, the first such person or entity to have acquired an Lots shall be considered Declarant for this purpose) in its sole discretion, and
 - (ii) After there are no vacant Lots (other than Lots owned by the Lot Owner of a single family residence which are not held for sale), by the Board of Directors of the Association (the "Board") (hereinafter, all references to the Board shall include Declarant).
- (b) Plans and Specifications: Such plan and specifications shall be in such form and contain such information as the Board may reasonably require, including but not limited to (i) a plot plan showing the locations of the Dwelling, driveways, sidewalks, fencing patios and landscaping, if any (ii) description of materials; (iii) location of lighting; (iv) architectural plans including cross-sections, floor plans and elevations; and (v) evidence of conformity with building codes. In the case of any proposed fencing, the plot plan in addition to showing the type of materials of which such fencing will be constructed shall be subject to the restrictions set forth in Section 9(m) below. Plans for grading, shaping, draining, terracing, and landscaping of the Lot shall also be submitted. The Board shall (a) approve the plans and specifications; (b) disapprove them; or (c) approve them with conditions or qualifications.
- (c) Approval of Plans and Specifications: The Board shall approve plans and specifications submitted to it with respect to any Lot if it determines that they comply with the requirements of Section 8(b) and conform with the Design and Use Standards (as defined in section 8(o) below) established from time to time by the Board. Upon final approval thereof, a certified copy of the detailed plans and specifications shall be deposited for permanent record with the Board and a copy bearing the written approval of the Board shall be returned to the applicant. Approval by the Board of plans and specifications with respect to any Lot shall not impair the Board's right to subsequently approve a requested amendment of such plans and specifications relating to such Lot or to amend Design and Use Standards.
- (d) Disapproval of Plans and Specifications: If the Board determines that the plans and specifications submitted to the Board with respect to any Lot do not comply with the requirements of Section 8(b) or the Design and Use Standards established by the Board, the Board shall either disapprove such plans and specifications or approve them subject to conditions and qualifications as the Board may deem necessary to achieve compliance.
- (e) Limitation on Liability: The Board shall use its judgment in accepting or disapproving all plans and specifications submitted to it. Neither the Board nor any individual Board member shall be liable to any person for any official act of the Board in connection with submitted plans or specifications, except to the extent that the Board acted with malice or wrongful intent. Approval by the Board does not necessarily assure approval by the appropriate governmental

authority for the City of Carlisle and County of Warren, nor can any such approval be construed as representing a guarantee that any structure or other improvement built in accordance therewith will be built on a good and workmanlike manner. Notwithstanding that the Board has approved plans and specifications, neither the Board nor any of its members shall be responsible or liable to any Lot Owner, contractor or builder, with respect to any loss, liability, claim or expense which may arise by reason of such approval of the construction of the improvements. Neither the Board, nor any agents thereof, shall be responsible in any way for any defect in any plans or specifications submitted, revised or approved in accordance with the provisions of this Declaration, nor for any structural or other defects in any work done according to such plans and specifications, nor shall the Board or any of its agents be liable for the execution and filing of any estoppel certificate, as provided in Section 8(l) below, whether or not the facts therein are correct. In all events, the Board shall be defended by the Association in any such suit or proceeding which may arise by reason of the Board's decision. The Association, however, shall not be obligated to indemnify each member of the Board to the extent that such member of the Board is adjudicated to have acted with malice or wrongful intent that the performance of his duties as member of the Board, unless and then only to the extent that the court in which such action or suite may be brought determines upon applications that, despite the adjudication of liability but in view of all circumstances in the case, such person is fairly and reasonably entitled to indemnification for such expense as such court shall deem proper.

- (f) Failure of the Board to Act: If the Board 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 disapproved as submitted and no further action by the Board shall be required.
- (g) Proceeding with Work: Upon approval of the Board, the Lot Owner, contractor or builder shall diligently proceed with the commencement and completion of all work so approved. Work must be commenced within six (6) months from the date of the approval, unless a request for extension has been approved in writing by the Board. Such extension shall only be granted if the Board shall find that there has been no change in the circumstances under which the original approval was granted. In all other circumstances, the original approval shall be deemed revoked after six (6) months.
- (h) Failure to Complete Work: Completion of the approved work must occur within six (6) months after commencement, unless an exception is granted in writing by the Board. Such exception shall be granted if the Board determines that completion is impossible due to forces beyond the control of the Lot Owner, contractor or builder or its or their agents, including strikes, fires, national emergencies, natural calamities and other supervening forces. If an improvement is commenced and the construction is then abandoned for more than thirty (30) days, or if the construction is not complete with the required six (6) month period, then after notice and opportunity for hearing, the Lot Owner shall be deemed to be in non-compliance which non-compliance shall be addressed as set forth in Section 8(j).

- (i) Determination of compliance: Any improvement that has been constructed, whether or not the Lot Owner obtained proper approvals, shall be inspected and determination of compliance shall be made as follows:
 - (ii) Upon the completion of any work performed by a Lot Owner for which Board approval was required, the Lot Owner shall give written notice of completion to the Board. If the Lot Owner fails to give the notice, the Board may proceed on its own motion.
 - (iii) Within sixty (60) days, the Board shall inspect the work performed and determine whether it was performed in substantial compliance with the approval granted. If the Board finds that the work was not performed in substantial compliance with the approval granted or that the approval required was not obtained, the Board shall notify the Lot Owner in writing of the non-compliance. The notice shall specify the particulars on non-compliance and shall require the Lot Owner to remedy the non-compliance
- (j) Failure to Remedy the Non-Compliance: If the Board has determined that a Lot Owner has not constructed an improvement in a manner which is consistent with the specifications of the approval granted or has constructed an improvement without the required approval, and if the Lot Owner fails to remedy such non-compliance in accordance with the provisions of this subsection, then after the expiration of thirty (30) days from the date of notification of non-compliance, the Board shall provide a hearing to consider the Lot Owner's continuing non-compliance. At the hearing, if the Board fails to find a valid reason for such continuing non-compliance, the Board shall determine the estimated cost of correcting it. The Board shall then require the Lot Owner to remedy or remove the non-compliance within a period of not more than forty-five (45) days from the date of the Board's determination. If the Lot Owner does not comply with the Board's ruling within such period or within any extension as the Board, in its discretion, may grant, the Board may either remove the non-complying improvement or remedy the non-compliance. The Lot Owner in question shall pay to the Association all costs and expenses associated with such action with ten (10) days of demand therefore and shall be personally liable therefore.
- (k) Waiver: Approval of any plans, drawings or specifications for any work proposed of for any other matter requiring approval, shall not be deemed to constitute a waiver of any right to deny approval of any similar plan, drawing, specification or matter subsequently submitted for approval to the Board.
- (l) Estoppel Certificate: Within thirty (30) days after delivered to the Board by any Lot Owner, and upon payment to the Association of a reasonable fee (as fixed from the time to time by the Association), any two (2) directors of the Board shall execute an estoppel certificate certifying that as of the date thereof, either (a) the work completed complies with this Declaration; or (b) the work completed does not comply, in which case, the certificate shall identify the particulars of the non-compliance. Any successor in interest of the Lot Owner shall be entitled to rely on the certificate with respect to the matters set forth.

- (m) **Right of Entry:** The Board, through its 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 improvement thereon is in compliance with the provisions of this Section, without the Board or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of such action or actions.
- (n) **Fees:** The Board may charge reasonable fees for the processing of plans and specifications. Such fees may 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.
- (o) **Design and Use Standards:**
 - (i) In order to assure the continued maintenance and development of the Property as a residential community of high aesthetic quality, the Board may adopt and may, from time to time, amend, design and use standards (the "Design and Use Standards") for the improvement, maintenance, and alteration and construction of all structures subsequent to initial construction of a Dwelling and related structures on the Property in furtherance of the following purposes; the compliance with all zoning and similar governmental regulations; the promotion of the health, safety and welfare of all Lot Owners; the preservation, beautification and maintenance of the property and all structures thereon, as a development of high quality; the preservation and promotion of environmental quality; and the assurance of adequate water, sewage and drainage facilities and other utilities and services:
 - (ii) In the event or to the extent that the Board has not adopted Design and Use Standards, the Board shall approve plans and specifications only if the improvements to be made pursuant thereto would in the judgment of the Board harmonize with any existing improvements built on other Lots as to external design, quality and type of construction, materials, color, location on the building site, height, grade and finished ground elevation, and any aesthetic considerations established by the Board pursuant hereto and such standard shall be deemed to be the "Design and Use Standards".
 - (iii) The Board shall have the right to amend the Design and Use Standards at any time provided such amendments shall not affect any plans and specifications previously approved by the Board. The Design and Use Standards shall not be construed as permitting any action prohibited by (a) any applicable zoning or other statute, ordinance, resolution, regulation or order of the State of Ohio or any political subdivision or governmental instrumentality of the State of Ohio or (b) any other applicable covenant, condition, restriction or reservation of easement contained in this Declaration or in any other recorded instrument. If any inconsistency exists between or among any provision of the Design and Use Standards and any governmental requirements or recorded instruments with respect to any Lot, the more restrictive provision shall apply.

9. Covenants and Restrictions of Use and Occupancy.

(a) Land Use and Building Type:

- (i) No Lot shall be used for any purpose except for single family residence purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling ("Dwelling") not to exceed two stories in height, which shall include an attached two car garage. No carports shall be permitted on any Lot.
- (ii) If the Lot Owner and/or his family residing with the Lot Owner is or becomes the owner of more automobiles than may be accommodated in the private garage attached to the Dwelling, the Lot Owner shall immediately provide off street parking for all such automobiles owned by him and/or his family. The aforesaid off street parking may be part of the driveway and must be of a hard, permanent surface consistent with the surface of the driveway, (i.e. either concrete or asphalt) and shall not be wider than 10'. No Lot Owner nor his family will be permitted to occupy any portion of any street in the Subdivision or any parking spaces or other parts of the Common facilities for the parking of an automobile or any other vehicle on a permanent or semi-permanent basis. Restrictions imposed by the Village of Carlisle zoning will apply. The word "trailer" shall include trailer coach, house trailer, mobile home, automobile trailer, campcar, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit the use and occupancy thereof for human habitation, for storage, or the conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. No junk, derelict or inoperable vehicle shall be kept upon any portion of the Property. No vehicles on which current registration plates are not displayed shall be kept upon any portion of the Property. A written notice describing the "junk, derelict or inoperable vehicle" and requesting its removal may be personally served upon the Lot Owner of the Lot on which such vehicle is stored or parked or posted on the vehicle. If such vehicle has not been removed within thirty-six (36) hours after such notice or other reasonable notice has been given, the Association shall have the right to remove the vehicle without liability. The Lot Owner in question shall pay to the Association all costs and expenses associated with such action within ten (10) days of demand therefore and shall be personally liable therefore. Noncommercial repairs and storage of vehicles are permitted on the Property only in garages or if expressly permitted by the Board. Notwithstanding anything to the contrary in the foregoing, vehicles being used for the purpose of construction, delivery or repair work upon any Lot or Dwelling may be permitted to park on the Property.
- (iii) All Lots shall be sodded/seeded by a professional landscaper within forty-eight (48) days (weather permitting) of completion of construction and in accord with the drainage plan previously approved by the city engineer.

Sod shall be required in all front and sided yards to the rear of house. Seed may be used in the rear yards. In addition there shall be installed by a professional landscaper in each front yard at least two trees having a minimum caliber of two inches (2") and at least eight (8) shrubs (ten (10) on corner lots), all in accordance with City requirements. The foregoing shall not be deemed to reduce any city requirements.

- (b) Dwelling Location: No Dwelling or other building permitted to be located on any lot shall be located nearer to the front Lot line than the building line shown on the Plat. Minimum distances from side Lot lines and rear Lot line shall meet applicable zoning.
- (c) Easements: Easements for installation and maintenance of utilities, including electricity, water, gas, telephone and storm sewer, are shown of the Plat. The utility companies shall have the right of ingress and egress and also the right to cut, trim or remove any trees, undergrowth or overhanging – branches within the easement or immediately adjacent thereto. No buildings or other structures may be built within the easements, nor may the easement area be physically altered so as to (1) reduce clearances of either overhead or underground facilities; (2) impair the land support of the facilities; (3) impair ability to maintain the facilities; or (4) create a hazard.
- (d) Nuisances: No noxious, loud or other offensive activity shall be conducted or permitted on any Lot, Common area, Lake or Walk Path nor shall anything be done thereon which may become an annoyance to any adjoining Lot Owner or a public or private nuisance.
- (e) Other Structure: Except for a Dwelling complying with the terms of this Declaration and except as provided hereafter in this paragraph, no structure of any nature whatsoever, including, without limitation, any building other than a Dwelling, any unattached garage or carport, any shed, barn, kennel, coop, cage house trailer, truck, camper vehicle, any manufactured or prefabricated Dwelling that is manufactured, constructed or fabricated in whole or in part at any place other than the Lot whereon it is to be erected, or any other temporary or permanent improvement shall be placed, erected or permitted to remain upon any Lot, provided that this restriction shall not prevent or preclude the placement, erection or construction of (i) any landscaping, trees, fences, uncovered or covered patios, porches or in ground swimming pools or (ii) on shed or barn type building which is used solely for storage of home items (as opposed to commercial items), including but not limited to, maintenance tools for gardening, grass cutting, toys and/or bicycles, which shed or barn shall be located in the rear yard not closer than ten (10) feet from the rear and side yard lines, shall not interfere with storm water drainage, shall not occupy more than one hundred (100) square feet, shall not be more than ten (10) feet in height at its highest point and shall be constructed of wood which shall be either stained (natural stain) or, if painted, painted the same color as the Dwelling on the Lot or either of the adjacent Dwellings; provided, however, that prior to erecting or modifying any such shed or barn, architectural approval of the Board shall be required in accordance with the provisions of Section 8 of this Declaration.
- (f) Above ground pools are permitted, only with a 6' privacy fence

- (g) Clothes Drying: Hanging or drying of laundry outdoors is prohibited.
- (h) Signs: No signs of billboards of any kind shall be placed upon or displayed on and Lot of attached to any structure thereon advertising or stating the vocation or profession of the occupant, or for any other purpose, except that (a) one sign of not more than four (4) square feet advertising the property for sale may be maintained from time to time, (b) signs approved by the Board, (c) political signs provided such signs are removed within two (2) weeks after the applicable Election Day, and (d) signs used by Declarant and/or Builder, their successors and/or assigns, to advertise Lots or Dwellings for sale during the construction and sale period; provided however, that the Lot Owner of each Lot may maintain street numbers and one nameplate of the Lot Owner of the Dwelling not to exceed one (1) square foot in area.
- (i) Mining Operations: No soil shall be removed from any Lot for commercial purposes. No soil shall be added, removed or relocated in any area of the Lot that would change the approved drainage characteristics or requirements approved for the Subdivision as required by local governmental laws.
- (j) Animals: No animals, livestock or poultry of any kind shall be housed, bred accepted or permitted to remain on any Lot, except dogs, cats or other household pets, provided that they are not kept, bred or maintained for any commercial purpose. All such animals shall be kept within the boundaries of the Lot, provided, however, that no such animals shall be housed or kept outside on a permanent or semi-permanent basis. Excessive nuisances, i.e. dog barking, is prohibited. Size of the animal is not the criteria; rather its affect on the quiet enjoyment of the neighborhood, i.e., no aggressive behavior will be allowed. Each Lot Owner is especially responsible to clean up after the animal.
- (k) Garbage and Refuse Disposal: Trash and garbage containers shall not be permitted to remain outside any Dwelling except on days of trash collection. No Lots shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All trash, garbage, rubbish or other waste shall be kept in sanitary containers which meet all the requirements of any governmental authorities having jurisdiction of the Property or any Lot. The Lot shall, at all times, remain free of any unreasonable accumulations of rubbish, trash, garbage or other waste. All vacant Lots shall be kept mowed by the Lot Owners thereof.
- (l) Fences: Fences shall be permitted provided they meet the following requirements and provisions:
 - (i) All fences shall be ornamental in character and shall be constructed of wood, brick, or stone, or other attractive material previously approved by Declarant or the Association pursuant to paragraph (b) above. No chain link or wire fence is permitted, except two inch by four inch (2" x 4") green wire in conjunction with split rail fence.
 - (ii) No fence shall exceed six (6) feet in height, nor shall it be permitted in any front yard of the Dwelling constructed or to be constructed, nor shall it extend beyond a point which is ten (10) feet forward of the rear wall of each Dwelling constructed or to be constructed. In case of a corner lot, the Lot shall be deemed to have a front yard on each public street on which

the Lot abuts and one rear yard (which shall be designated by the Lot Owner for this purpose).

- (iii) Fences around swimming pools or hot tubs may exceed four (4) feet, provided they shall be no higher than the minimum required by the City of Carlisle to circumscribe a pool or hot tub. Wrought iron fences are allowed for this purpose. Fences around hot tubs shall be limited so as not to extend beyond a distance beyond ten feet (10') beyond the hot tub.
- (m) N/A
- (n) Batting Cages: Not Allowed
- (o) Satellite Dishes: No satellite dishes over eighteen (18) inches in diameter are allowed and any satellite dish must be attached to the rear or sides of the house.
- (p) Exercise by Association: Any right of power exercisable by Declarant under this Section 9 shall be exercised by the Association at and after such time as fifty percent (50%) of the Lots (including all Lots anticipated by Declarant in all phases, even though not platted, unless the entire Property is not platted on or before January 1, 2008, in which case the computation shall be based solely on the number of Lots actually the platted) have been conveyed by Declarant.
- (q) Only one dog house per Lot. No Kennel Runs permitted
- (r) Lake area: No swimming, boating or entering the water in any fashion is permitted. Lake and Common Area is for the Association's Immediate family members only. Fishing is permitted on a catch and release method only. Recreational Camp Fires in designated fire pits only.
- (s) Pet Control. Pets are to be kept on leash and not permitted to run wild. All Pet feces in Common Areas are to be cleaned up immediately by pet owner.

10. Enforcement:

- (a) Curing Defaults: Except as otherwise expressly provided in this Declaration, in the event of any default with respect to any Lot under this Declaration (a "Default"), the Board shall give written notice to the Lot Owner thereof, with a copy of such notice to any first mortgagee of the Lot who has requested in writing to the Board to receive such notices, setting forth with reasonable particularity the nature of such Default, and the specific action or action required to remedy the Default. If the Lot Owner shall fail to take the specific action or actions within thirty (30) days after the mailing of the notice, the Board may exercise without notice any of its rights hereunder with respect to any Default if it determines that an emergency exists requiring immediate action. The Lot Owner in question shall pay to the Association all costs and expenses associated with such action within ten (10) days of demand thereof and shall be personally liable therefore.
- (b) Remedies. Nothing contained in this Section 10 shall be deemed to affect or limit the rights of Declarant, the Association, any Lot Owner, Resident, or their legal representatives, heirs, devisees, successors or assigns, by appropriate judicial proceedings, to enforce restrictions, or recover damages for any Default. It is hereby declared that irreparable harm will result to beneficiaries of this Declaration by reason of a Default, and therefore, each beneficiary shall be

entitled to relief by way of injunction or specific performance to enforce the provisions of this Declaration, as well as any other relief available at law or in equity.

- (c) **Right and Easement of Entry.** The Association, through its authorized officers, employees and agents, shall have the right and easement to enter upon any Lot at all reasonable times and to do anything thereon necessary to perform the action or actions specified in the notice to the Lot Owner to abate, remedy, extinguish, remove or repair a Default, without the Association or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of each entry of such action or actions as are carried out in accordance with the provisions of this Section 10, provided that no summary abatement or similar procedure may be utilized through non-judicial means to alter or demolish items of construction.
- (d) **No Waiver.** The failure of Declarant, the Association, any Lot Owner, or their legal representatives, heirs, devisees, successors or assigns, in any one or more instances, to insist upon compliance with any of the restrictions or to exercise any right or privilege conferred in this Declaration, shall not constitute or be construed as the waiver of such or any similar restriction, right of privilege, including the right to cure Default, but the same shall continue and remain in full force and effect as if no such forbearance had occurred.
- (e) **Rules and Regulations.** The Board may adopt and enforce, and from time to time amend, reasonable rules and regulations regarding the administration, interpretation and enforcement of the restrictions.

11. Amendments.

- (a) The consent of seventy-five percent (75%) of the Members of the Association entitled to vote at the time of the vote shall be required and sufficient to amend this Declaration.
- (b) Notwithstanding anything to the contrary in this Declaration, until such time as all of the Lots have been conveyed by Declarant, this Declaration shall not be amended so as to alter the rights or interests of Declarant.

12. Miscellaneous.

- (a) Neither Declarant, nor the Association, nor any manager, member officer, director or trustee of Declarant or the Association, shall be responsible for any loss, damage or expense incurred by any Lot Owner which arises due to the operation of or otherwise in connection with the Entrance Features, Landscaping Easements or the Reserve Areas, except to the extent due to gross negligence or willful misconduct of the party in question.
- (b) Every person who now or hereafter owns or acquires any right, title or interest in any Lot or any portion of the Lots is and shall be deemed to have consented and agreed to every covenants, condition, restriction and easement contained herein, regardless of whether specific reference is made to the covenants, conditions,

restrictions and easements in the instrument by which this person acquires an interest in the Lots.

- (c) All of the language, statements, words, paragraphs, sections and articles of this Declaration shall be deemed to constitute covenants, conditions, restrictions or easements, and all of the covenants, conditions, restrictions and easements shall run with the land and bind the land, and shall be binding upon and inure to the benefit of any party and all of the land, and all present and future parties having any right, title or interest in all or part of the land and their respective mortgagees, tenants, invitees, customers, agents, heirs, executors, administrators, successors, and assigns forever.
- (d) If any covenant, condition, or restriction of this Declaration, or part thereof, is held to be invalid by any competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions.
- (e) The covenants and restrictions contained in this Declaration shall continue in full force and effect for forty (40) years from the date of recording thereof and for subsequent periods of ten years thereafter, unless within six (6) months of the end of one of such extension periods or the base period, the Lot Owners of seventy-five percent (75%) of the Lots shall by an instrument duly recorded declare a termination of the same.
- (f) Nothing in this Declaration, the Articles or the Code of Regulations 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 Directors or any office of the Association acting in his capacity as such, for the maintenance, repair, or replacement of any part of the Reserve Areas or give rise to a cause of action against any of them, except for damages resulting from their own willful omissions or willful misconduct. Each person who becomes a Lot Owner hereby releases and discharges all persons now or hereafter serving as an officer or director, or both from liability for injury or damages to such Lot Owner or such Lot Owner's property and covenants not to initiate any legal proceedings against any such person or persons unless such person is covered by insurance and, in such event, the amount of recovery shall be limited to the amount of insurance.
- (g) Without limiting by implication or otherwise the rights of Lot Owners hereunder, it is declared that there is no adequate remedy at law for any breach of the provisions of this Declaration and that such provisions may be enforced by specific performance.
- (h) In the event of any action to enforce the terms of this Declaration, the prevailing party shall be entitled to recover from the other party the reasonable costs and expenses incurred by it in connection with such action, including, without limitation, reasonable attorney's fees.
- (i) The invalidity of any one of these provisions of this Declaration or any part or portion thereof shall in no way affect any of the other provisions or parts thereof, each of which shall remain in full force and effect.
- (j) In the event that there is any dispute, doubt or ambiguity as to the intent or meaning of any covenant and restriction or any portion thereof, any dispute, doubt or ambiguity shall be resolved in favor of upholding the broadest construction of the covenants and restrictions or any portion thereof and if such dispute, doubt or

ambiguity related to any power or authority granted to Declarant, such dispute, doubt or ambiguity shall be resolved so as to provide Declarant with the broadest range of power and authority permissible within the language of the covenants and restrictions.

13. Consent of Mortgagee. ^{GERMANTOWN} ~~FIRST NATIONAL BANK OF~~ [↓] ("Mortgagee") is the holder of a mortgage dated JULY 29, 2005 ("the Mortgage") which is a lien on the Property as recorded in ~~Mortgage Microfiche~~ ^{Doc.} No. 549267, Book 3939 ^{pg. 269} of the Records of Warren County, Ohio. Mortgagee, hereby consents to the execution and delivery of this Declaration, together with the exhibits thereto, and consents to the filing thereof in the office of the Recorder of Warren County, Ohio. Mortgagee hereby subjects and subordinates the Mortgage to the provisions of this Declaration with all exhibits attached thereto.

EXECUTED as of this 2ND day of Nov. 2005.

Weidle / Bolen LLC
An Ohio limited liability company

By: Gail Bolen
Gail Bolen, Member

By: D. Scott Weidle
D. Scott Weidle, Member

PREPARED BY:

WEIDLE / BOLEN, LLC
WARREN COUNTY,
P.O. BOX 241

566907

BOOK 4035 PAGE 228
PAGE 18 OF 24

GERMANTOWN, OHIO 45327

STATE OF OHIO

COUNTY OF

Montgomery

:
: SS

The foregoing instrument was acknowledged before me this 02 day of NOVEMBER 2005, by Gail Bolen, Member of Weidle/Bolen LLC, an Ohio limited liability company, on behalf of the company.

WILLIAM C. PETKEWICZ, Notary Public
In and for the State of Ohio
My Commission Expires April 30, 2009

William C. Petkewicz
Notary Public



STATE OF OHIO

COUNTY OF

Montgomery

)
) SS

The foregoing instrument was acknowledged before me this 2 day of NOV, 2005 by D.Scott Weidle Member of Weidle Bolen LLC, as Ohio limited liability company on behalf of the company

William C. Petkewicz
Notary Public my commission expires
9-3-06

WARREN COUNTY

566907

BOOK 4035

PAGE 19 OF 24

GENERAL WARRANTY DEED

Jerry Sturgis and Teresa A. Sturgis, husband and wife, of Warren County, Ohio for valuable consideration paid, grant(s) with general warranty covenants, to Weidle Bolen Development Ltd, whose tax-mailing address is PO Box 247, Germantown, Ohio 45327, the following **REAL PROPERTY**, Situated in the Village of Carlisle, Warren County, Ohio:

Situated in the ^{City} Village of Carlisle, Warren County, Ohio and being a part of Section 5, Town 1 North, Range 5 East, and bounded and described as follows:

Beginning at a stone at the Southwesterly corner of Lot 137 of Meadowdale Estates, Second Addition, as recorded in Plat Book 5, Page 41, of the Plat Records of said County, also being the Northwesterly corner of a 57.891 Acre Tract, recorded in Official Record Book 34, Page 792, of the Official Records of said County; thence, with the boundary of 57.891 Acre Tract on the following courses: (1) N. 88 degrees 18' 00" E. 1811.66 feet to an iron pin; (2) S. 1 degree 40' 45" E. 535.00 feet to an iron pipe; thence, by new division lines through said 57.891 Acre Tract on the following courses: (1) S. 88 degrees 18' 00" W. 1367.11 feet to a point; (2) S. 1 degree 06' 25" E. 143.47 East to a point; (3) S. 88 degree 18' 00" W. 275.00 feet to point in the Westerly boundary of said 57.891 Acre Tract; thence, with the boundary of said 57.891 Acre Tract on the following courses: (1) N. 1 degree 06' 25" W. (passing an iron pin at 29.94 feet a distance of 200.00 feet to a point; (2) S. 86 degree 18' 00" W. 174.90 feet to a point (3) N. 1 degree 06' 25" W. (passing an iron pin at 68.14 feet) a distance of 478.50 feet to the point of beginning, containing Twenty-Two and Nine Hundred Sixty-two Thousandths (22.962) Acres, and subject to a 20 foot-wide sanitary sewer easement granted to John H. Spencer, Inc. and recorded in Deed Book 492, Page 887, of the Warren County, Ohio, Deed Records

Prior Instrument Reference: Book 2036 Page 283 of the Deed Records of Warren County, Ohio.

Witness their hand(s) this 27th day of May, 2005.

02-05-328-002 DUB
KW

Signed and acknowledged in presence of:

[Signature]
Witness

[Signature]
Witness

[Signature]
Jerry Sturgis
[Signature]
Teresa A. Sturgis

State of Ohio County of Montgomery ss.

BOOK 4035 PAGE 230

BE IT REMEMBERED, that on this 27th day of May, 2005, before me, the subscriber, a notary public in and for said state, personally came, Jerry Sturgis and Teresa A. Sturgis, the Grantor(s) in the foregoing deed, and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year last aforesaid.



WANDA G. PERRY
Notary Public, State of Ohio
My Comm. Expires Feb. 11, 2008

[Signature]
Notary Public

566907

PAGE 20 OF 24

Prepared by: K. Philip Callahan, Attorney at Law, 101 N. First St., Miamisburg, OH 45342 (937) 866-9933

BOOK 3906 PAGE 385

381H DEC0620 - WARREN COUNTY RECORDER
Doc #: 543435 Type: DEED
Filed: 6/27/2005 12:37:17 28.00
OR Volume: 3506 Page: 385 Return: N
Recd: 12345 Pages: 2
A PHILIP DOLAN

TRANSFERRED

JUN 27 2005

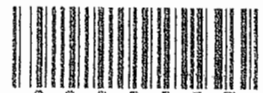
REC-319.202 COMPLIED WITH
WICK NELSON, Auditor
WARREN COUNTY, OHIO

BOOK 4035 PAGE 231

WARREN COUNTY

566907

PAGE 21 OF 24
BOOK 3906 PAGE 308



8 6 3 2 6 5 7
Tx: 4372704

LINDA ODA
WARREN COUNTY RECORDER

2019-020770

DEED
07/29/2019 02:25:58 PM
REC FEE: 44.00 PGS: 4
PIN:

TRANSFERRED

JUL 29 2019

SEC.319.902 COMPLIED WITH
MATT NOLAN, Auditor
WARREN COUNTY, OHIO

3.50
1,050.00
we

4/44

General Warranty Deed

OP-J+J - Record
20180292 3rd

AKA Weidle Bolen Development

KNOW ALL MEN BY THESE PRESENTS, that Weidle Bolen, Ltd., an Ohio Limited Liability Company, for valuable consideration paid, grant(s) with general warranty covenants to JA Development, LLC, an Ohio Limited Liability Company, whose tax mailing address is 7594 Tylers Place Boulevard, West Chester, OH 45069, the following Real Property, Situated in the County of Warren, State of Ohio and further described as follows:

*Franklin Township

Situated in the City of Carlisle, Warren County, Ohio, and being a part of Section 5, Town 1 North, Range 5 East, and bounded and described as follows:

Beginning at an pin at the southeasterly corner of Lot 69 in Meadowdale Estates, Second Addition, as recorded in Plat Book 5, page 41, of the Plat Records of said County, also being the northeasterly corner of a 22.962 acre tract, recorded in Official Record Book 532, Page 984 of the Official Records of said County;

Thence, with the easterly boundary of said 22.96 acre tract, South 01° 40' 45" East 535.00 feet to an iron pipe in the northwesterly right-of-way of Conrail Railroad and the easterly boundary line of a 57.891 acre tract, recorded in OR Volume 34, Page 792, of Official Records of said county and being the real point-of-beginning for the herein described tract;

Running thence, from said real point-of-beginning, with the boundary of said 57.891 acre tract on the following courses:

- (1) With the northwesterly right-of-way line of the Conrail Railroad, South 34° 56' 30" West 1820.96 feet to an iron spike in the centerline of Franklin-Trenton Road (T-270);
- (2) With the centerline of Franklin-Trenton Road (T-270) North 88° 27' 18" West 503.20 feet to an iron spike;
- (3) North 01° 31' 00" West (passing an iron pipe at 27.39 feet and an iron pin at 30.07 feet) a distance of 711.11 feet to an iron pin;
- (4) South 88° 02' 00" West 62.70 feet to an iron pin;
- (5) North 01° 06' 25" West 578.39 feet to a point in the southerly boundary of said 22.962 acre tract;

Thence, with the southerly boundary of said 22.962 acre tract on the following courses:

- (1) North 88° 18' 00" East 275.00 feet to a point;
- (2) North 01° 06' 25" West 143.47 feet to a point;
- (3) North 88° 18' 00" East 1367.11 feet to the said real point of beginning, containing 34.929 acres, subject to all legal highways and subject to a 20' wide sanitary sewer easement recorded in Deed Book 492, Page 887, of the Warren County, Ohio Deed Records.

SAVE AND EXCEPT:

3.6209 Acres out of 34.929 of the ~~Meadowdale Estates~~ *Waterbury Village section 1 leg*, platted into Plat Book 72, Page 63, leaving a remainder of 31.3081 acres. *30.9581 acres in Village of Carlisle & 0.35 acres in Franklin Township.*

→ Being the same premises as previously described in OR Book 3906, Page 387 of the Warren County, Ohio Records.

Subject to easements and restrictions of record, if any.

Sidwell: 02-05-376-009-~~1~~ & 009-2



ALSO INCLUDING:

**Franklin Township*

Situated in the City of Carlisle, Warren County, Ohio and being a part of Section 5, Town 1 North, Range 5 East, and bounded and described as follows:

Beginning at a stone at the southwesterly corner of Lot 137 of Meadowdale Estates, Second Addition, as recorded in Plat Book 5, Page 41, of the Plat Records of said county, also being the northwesterly corner of a 57.891 acre tract, recorded in Official Record Book 34, page 792, of the Official Records of said county; thence, with the boundary of 57.891 Acre Tract on the following courses:

- (1) North 88° 18' 00" East, 1811.66 feet to an iron pin;
- (2) South 1° 40' 45" East 535.00 feet to an iron pipe;

Thence, by new division lines through said 57.891 acre tract on the following courses:

- (1) South 88° 18' 00" West, 1367.11 feet to a point;
- (2) South 1° 06' 25" East 143.47 feet to a point;
- (3) South 88° 18' 00" West 275.00 feet to a point in the westerly boundary of said 57.891 acre tract;

Thence, with the boundary of said 57.891 acre tract on the following courses:

- (1) North 1° 06' 25" West (passing an iron pin at 29.94 feet) a distance of 200.00 feet to a point;
- (2) South 88° 18' 00" West 174.90 feet to a point; *
- (3) North 1° 06' 25" West (passing an iron pin at 68.14 feet) a distance of 478.50 feet to the point of beginning, containing Twenty-Two and Nine Hundred Sixty-Two Thousandths (22.962) Acres, and subject to a 20 foot-wide sanitary sewer easement granted to John H. Spencer, Inc. and recorded in Deed Book 492, Page 887 of the Warren County, Ohio Deed Records.

SAVE AND EXCEPT:

22.4326 Acres out of 22.962 of the ~~Meadowdale Estates~~ *Waterbury Village, Section 1 LCG* platted into Plat Book 72, Page 63, leaving a remainder of 0.5294 acres.

→ Being the same premises as previously described in OR Book 3906, Page 385 of the Warren County, Ohio Records.

Subject to easements and restrictions of record, if any.

Sidwell: ~~02-05-376-010-1 & 010-2~~ *02-05-326-010*



ALSO INCLUDING:

Situate in the City of Carlisle, Franklin Township, Warren County, Ohio, and being the Reserve Areas A, B, and C, Waterbury Village, Section One, as recorded in Plat Book 72, Page 63 of the plat records of Warren County, Ohio.

Subject to easements and restrictions of record, if any.

Reserve A Parcel Number: 02-05-328-015

Reserve B Parcel Number: 02-05-326-008

Reserve C Parcel Number: 02-05-326-009



Executed this 31 day of May, 2019.

Weidle Bolen, Ltd.,

By: [Signature]
D. Scott Weidle, Managing Member

State of Ohio

County of Warren

The foregoing instrument was acknowledged before me this 31st day of May, 2019 by D. Scott Weidle of Weidle Bolen, Ltd., an Ohio Limited Liability Company, on behalf of the company.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

[Signature]
Notary Public
My commission expires:

Prepared by:
Leo Grote, LPA
4445 Lake Forest Drive, #150
Cincinnati, Ohio 45242



JOHN C. THOMAS, JR.
Notary Public, State of Ohio
My Commission Expires
November 15, 2021



8 6 3 2 1 9 5

Tx:4372459

LINDA ODA

WARREN COUNTY RECORDER

2019-020451

DECLARATION

07/15/2019 03:51:56 PM

REC FEE: 164.00 PGS: 19

PIN:

19
164

AMENDMENT NUMBER ONE
TO
DECLARATION
OF

Record 1st
J+J-20180292

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF

WATERBURY VILLAGE SUBDIVISION

This AMENDMENT NUMBER ONE TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF WATERBURY VILLAGE SUBDIVISION ("Amendment") is made this 31st day of May, 2019 by the undersigned Lot Owners of Waterbury Village Subdivision (collectively, "Amending Lot Owners") and J.A. Development, LLC, an Ohio limited liability company ("Declarant").

Recitals

WHEREAS, the Declaration of Covenants, Conditions, Restrictions and Easements for Waterbury Village Subdivision was recorded November 3, 2005 at Book 4035, Page 211 of the Official Records of the Warren County, Ohio Recorder ("Declaration"); and

WHEREAS, the Declaration is binding upon all owners of the property described in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, the Amending Lot Owners consist of more than 75% of the Lot Owners and are therefore entitled to consent to this Amendment pursuant to Section 11(a) of the Declaration.

NOW THEREFORE, in consideration of the above-described premises, the Amending Lot Owners and Declarant hereby amend the Declaration as follows:

1. **Revisions to Definitions and References.**

- a. Notwithstanding anything in the Declaration to the contrary, all references to Declarant shall be deemed to be references to J.A. Development, LLC, an Ohio limited liability company.
- b. Section One Plat (as defined in paragraph B of page 1 of the Declaration) is hereby deemed to be the Record Plan of Waterbury Village, Section One recorded at Plat Book 72, Page 63 of the Official Records of the Warren County, Ohio Recorder.
- c. Notwithstanding any other provision of the Declaration, any reference to "Plat" in the Declaration is deemed to be a reference to the Section One Plat.
- d. The reference to Lot "41" in paragraph C of page 1 of the Declaration is deleted in its entirety and not replaced.
- e. All references to "Lakes" and "Walk Paths" and similar references in the Declaration are deleted in their entirety and not replaced.
- f. All general references to "Reserve Areas," "Reserve Common Areas," "Common Area" and similar references are deemed to be references to Reserve "A," Reserve "B" and Reserve "C" collectively as depicted on the Section One Plat.
- g. All references to the "Board" in the Declaration are deemed to be references to the Board of Directors duly elected by the Association in accordance with the Code of Regulations.

2. **Revision to Turnover Date.** At any time after November 3, 2019, Declarant may make a make a reasonable determination that the Association is adequately organized, governed and funded to implement, administer and enforce the Declaration ("Determination"). Notwithstanding anything in the Declaration to the contrary, the "Turnover Date" shall be 60 days after written notice of the Determination from the Declarant to the Association unless, within 60 days after such written notice the Determination is rejected by a vote of more than two-thirds of the Lot Owners (excluding Declarant) at a meeting called for such purpose. No sooner than 4 months after such rejection, Declarant may make a subsequent Determination. The Turnover Date shall be

60 days after written notice of the subsequent Determination to the Association. Under no circumstances may the subsequent Determination be rejected.

3. **Revision to Assessments.**

- a. Notwithstanding anything in the Declaration to the contrary, an Initial Assessment of \$250.00 shall be paid to the Association by the purchaser of any Lot (except for Declarant or any Builder).
- b. Notwithstanding anything in the Declaration to the contrary, the annual assessment to be paid by each Lot Owner (excluding Declarant and any Builder) is \$250.00.

4. **Revision to Covenants and Restrictions of Use and Occupancy.**

- a. Notwithstanding anything in the Declaration to the contrary, the provision in Section 9(a)(iii) of the Declaration stating that "Sod shall be required in all front and sided yards to the rear of house" is deleted in its entirety and not replaced.
- b. Section 9(f) of the Declaration is deleted in its entirety and replaced with the following:

"No 'above ground' pools are permitted."

- c. The first sentence of Section 9(l)(iii) of the Declaration is deleted in its entirety and replace with the following:

"Fences around swimming pools or hot tubs shall be 6 feet in height."

- d. The following shall be added as part (iv) to Section 9(l) of the Declaration:

"No fences or planting, other than grass, shall be permitted in open channel drainage easements."

- e. The following shall be added as Section 9(t) of the Declaration:

"Grass; Landscaping. All grass lawns must be maintained and grass must be cut prior to reaching 6" in height. Front landscaping must be maintained

and be free from weeds and re-mulched annually. If any plants or trees die that were included in the Lot developer's original landscaping plans, such plants or trees must be re-planted in its place. This paragraph shall not apply to any Lots owned by the Declarant."

- f. The following shall be added as Section 9(u) of the Declaration:

"Basketball Goals and Playsets. Play sets, constructed primarily of wood, shall be permitted on any Lot provided they are installed in the rear yard area of the Lot within the legal rear and side yard setbacks. Basketball goals shall be permitted on any Lot provided they are installed in compliance with the following criteria: (i) they are not attached to the residence on the Lot; (ii) they shall have a clear backboard; (iii) the supporting poles shall be black and the backboard shall be set perpendicular to the adjoining street; and (iv) the basketball goal shall be upright in usable condition and abutting the front driveway concrete surface. Additionally, on Lots with side entry garages: no basketball goal backboard may be located any closer to the front of the Lot than the front of the residence situated on the Lot, and such backboard does not need to be set perpendicular to the adjoining street in front of the residence."

- g. The following shall be added as Section 9(v) of the Declaration:

"Garage and Yard Sales; Holiday Decorations. There shall be no more than two (2) garage or yard sales held by the Owner or resident of any Lot during any twelve (12) month period. Christmas lights and other holiday-type decorations may be erected no sooner than five (5) weeks prior to and removed not later than four (4) weeks after such holiday."

- h. The following shall be added as Section 9(w) of the Declaration:

"Mailboxes. No mailboxes may be located at the edge of the street on any Lot unless required by the United States Postal Service in order to provide mail delivery to such Lot. In such an event, the nature, size, design and color thereof shall be approved by the Declarant in accordance with the provisions herein prior to the installation so that all mailboxes shall be uniform and of consistent design."

- i. The following shall be added as Section 9(x) of the Declaration:

"Patio and Decks. All outdoor furniture must be kept in good condition and repair. All toys, games, portable plastic pools or other exterior non-furniture must be put inside after use and cannot be out longer than a 72-hour period."

j. The following shall be added as Section 9(y) of the Declaration:

"Surfaces. All exterior surfaces must be kept free of dirt, algae or mineral buildup. Painted surfaces will need to be maintained and free from chipping, peeling or discoloration. A new coat of paint shall be applied on paintable surfaces every three (3) years."

k. The following shall be added as Section 9(z) of the Declaration:

"Devices. No air conditioning or HVAC units, or any other appliance, device or structure may be placed in any window of any residence on any Lot."

5. **Code of Regulations.** The Code of Regulations of the Association are attached hereto as Exhibit B and incorporated herein by reference.
6. **Agreement of Declarant.** Declarant hereby agrees to this Amendment.
7. **Counterparts.** This Amendment may be executed in counterparts which counterpart, when taken together, shall constitute the original of this Amendment.
8. **Full Force and Effect.** As herein amended, the Declaration remains in full force and effect.

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IN WITNESS WHEREOF, the Amending Lot Owners and Declarant have executed this Second Amendment to be effective this 31st day of May, 2019.

DECLARANT:

J.A. DEVELOPMENT, LLC, an Ohio limited liability company

By: JOSEPH A. CRISTO
Its: MEMBER

STATE OF OHIO)
COUNTY OF Warren)ss:

The foregoing instrument was acknowledged before me this 31st day of May, 2019 by JOSEPH A. CRISTO, authorized MEMBER of J.A. DEVELOPMENT, LLC, an Ohio limited liability company, on behalf of the company.



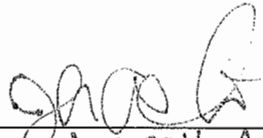
JOHN C. THOMAS, JR.
Notary Public, State of Ohio
My Commission Expires
November 15, 2021

[Signature]
Notary Public, State of Ohio
My commission expires: 11/15/21

Instrument Prepared without exhibit attached by:
Flagel & Papakirk LLC
Summit Woods III, Suite 410
Cincinnati, Ohio 45241
Telephone: (513) 984-8111
Fax: (513) 984-8118

[The remainder of this page is intentionally left blank.
Signatures continue on subsequent pages.]

AMENDING LOT OWNER:

Signature: 

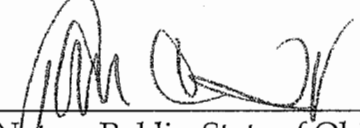
Printed name: JOSEPH A. CRISTO

STATE OF OHIO

COUNTY OF Warren

)
)ss:
)

The foregoing instrument was acknowledged before me this 31st day of May, 2019 by JOSEPH A. CRISTO, an individual.


Notary Public, State of Ohio

My commission expires: 11/15/21



JOHN C. THOMAS, JR.
Notary Public, State of Ohio
My Commission Expires
November 15, 2021

EXHIBIT A

Situated in the City of Carlisle, Franklin Township, Section 5, Township 1, Range 5E, Warren County Ohio and being all of Lot Numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26, Reserve "A," Reserve "B" and Reserve "C" in the Record Plan of Waterbury Village, Section One recorded at Plat Book 72, Page 63 of the Official Records of the Warren County, Ohio Recorder.

Parcel Identification Nos: 02-05-327-006 (Lot 1) ·
 02-05-327-007 (Lot 2) ·
 02-05-327-008 (Lot 3) ·
 02-05-327-009 (Lot 4) ·
 02-05-327-010 (Lot 5) ·
 02-05-327-011 (Lot 6) ·
 ~~02-05-401-007~~ ~~02-05-327-012~~ (Lot 7) ·
 ~~02-05-401-009~~ ~~02-05-327-013~~ (Lot 8) ·
 02-05-327-014 (Lot 9) ·
 ~~02-05-401-008~~ ~~02-05-327-015~~ (Lot 10)
 ~~02-05-401-010~~ ~~02-05-327-016~~ (Lot 11)
 ~~02-05-401-011~~ ~~02-05-327-017~~ (Lot 12)
 ~~02-05-410-002~~ ~~02-05-328-003~~ (Lot 13)
 ~~02-05-410-003~~ ~~02-05-328-004~~ (Lot 14)
 ~~02-05-410-004~~ ~~02-05-328-005~~ (Lot 15)
 ~~02-05-410-001~~ ~~02-05-328-006~~ (Lot 16)
 ~~02-05-410-005~~ ~~02-05-328-007~~ (Lot 17)
 ~~02-05-410-006~~ ~~02-05-328-008~~ (Lot 18)
 02-05-328-009 (Lot 19)
 02-05-328-010 (Lot 20)
 02-05-328-011 (Lot 21)
 02-05-328-012 (Lot 22)
 02-05-328-013 (Lot 23)
 02-05-328-014 (Lot 24)
 02-05-326-006 (Lot 25)
 02-05-326-007 (Lot 26)
 02-05-328-015 ("Reserve "A")
 02-05-326-008 (Reserve "B")
 02-05-326-009 (Reserve "C")

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DESCRIPTION NOT FOR TRANSFER

---TOGETHER WITH---

Situate in the City of Carlisle, Franklin Township, Section 5, Township 1 North, Range 5E, Warren County Ohio and bounded and described as follows:

Beginning at an iron pin at the southeasterly corner of Lot 69 in Meadowdale Estates, Second Addition, as recorded in Plat Book 5, page 41, of the Plat Records of said County, also being the northeasterly corner of a 22.962 acre tract, recorded in Official Record Book 532, Page 984 of the Official Records of said County;

Thence, with the easterly boundary of said 22.96 acre tract, South 01° 40' 40" East 535.00 feet to an iron pipe in the northwesterly right-of-way of Conrail Railroad and the easterly boundary line of a 57.891 acre tract, recorded in OR Volume 34, Page 792, of Official Records of said county and being the real point-of-beginning for the herein described tract;

Running thence, from said real point-of-beginning, with the boundary of said 57.891 acre tract on the following courses:

- (1) With the northwesterly right-of-way line of the Conrail Railroad, South 34° 56' 30" West 1820.96 feet to an iron spike in the centerline of Franklin-Trenton Road (T-270);
- (2) With the centerline of Franklin-Trenton Road (T-270) North 88° 27' 18" West 503.20 feet to an iron spike;
- (3) North 01° 31' 00" West (passing an iron pipe at 27.39 feet and an iron pin at 30.07 feet) a distance of 711.11 feet to an iron pin;
- (4) South 88° 02' 00" West 62.70 feet to an iron pin;
- (5) North 01° 06' 25" West 578.39 feet to a point in the southerly boundary of said 22.962 acre tract;

Thence, with the southerly boundary of said 22.962 acre tract on the following courses:

- (1) North 88° 18' 00" East 275.00 feet to a point;
- (2) North 01° 06' 25" West 143.47 feet to a point;
- (3) North 88° 18' 00" East 1367.11 feet to the said real point of beginning, containing 34.929 acres, subject to all legal highways and subject to a 20' wide sanitary sewer easement recorded in Deed Book 492, Page 887, of the Warren County, Ohio Deed Records.

SAVE AND EXCEPT:

3.6209 Acres out of 34.929, platted into Plat Book 72, Page 63, leaving a remainder of 31.3081 acres.

Commonly known as Warren County, Ohio Parcel Identification Nos. 02-05-376-009-~~V&009-2~~

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**DESCRIPTION NOT
FOR TRANSFER**

---TOGETHER WITH---

Situated in the City of Carlisle, Warren County, Ohio and being a part of Section 5, Town 1 North, Range 5 East, and bounded and described as follows:

Beginning at a stone at the southwesterly corner of Lot 137 of Meadowdale Estates, Second Addition, as recorded in Plat Book 5, Page 41, of the Plat Records of said county, also being the northwesterly corner of a 57.891 acre tract, recorded in Official Record Book 34, page 792, of the Official Records of said county; thence, with the boundary of 57.891 acre tract on the following courses:

- (1) North 88° 18' 00" East, 1811.66 feet to an iron pin;
- (2) South 1° 40' 45" East 535.00 feet to an iron pipe;

Thence, by new division lines through said 57.891 acre tract on the following courses:

- (1) South 88° 18' 00" West, 1367.11 feet to a point;
- (2) South 1° 06' 25" East 143.47 feet to a point;
- (3) South 88° 18' 00" West 275.00 feet to a point in the westerly boundary of said 57.891 acre tract;

Thence, with the boundary of said 57.891 acre tract on the following courses:

- (1) North 1° 06' 25" West (passing an iron pin at 29.94 feet a distance of 200.00 feet to a point;
- (2) South 86° 18' 00" West 174.90 feet to a point;
- (3) North 1° 06' 25" West (passing an iron pin at 68.14 feet) a distance of 478.50 feet to the point of beginning, containing Twenty-Two and Nine Hundred Sixty-Two Thousandths (22.962) Acres, and subject to a 20 foot-wide sanitary sewer easement granted to John H. Spencer, Inc. and recorded in Deed Book 492, Page 887 of the Warren County, Ohio Deed Records.

SAVE AND EXCEPT:

22.4326 Acres out of 22.962 platted into Plat Book 72, Page 63, leaving a remainder of 0.5294 acres.

Commonly known as Warren County, Ohio Parcel Identification Nos. 02-05-376-010-X & 010-2-

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Exhibit B

BYLAWS

OF

WATERBURY VILLAGE HOMEOWNERS' ASSOCIATION, INC.

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Record 2ND

WATERBURY VILLAGE HOMEOWNERS' ASSOCIATION, INC., an Ohio not-for-profit corporation, adopted the BYLAWS OF WATERBURY VILLAGE HOMEOWNERS' ASSOCIATION, INC. ("Bylaws") pursuant Ohio Revised Code §5312.02.

ARTICLE I

NAME AND LOCATION

Section 1.1 The name of the corporation is Waterbury Village Homeowners' Association, Inc., hereinafter known as "Association." The principal office of the corporation shall be located at 1594 Tylers Place Blvd., but meetings of members and Directors may be held at such places within Butler County, Ohio, as may be designated by the Board of Directors.

West Chester, Ohio
45069

ARTICLE II

DEFINITIONS

Section 2.1 All of the terms used in these Bylaws of Waterbury Village Homeowners' Association, Inc. ("Bylaws") shall have the same meanings as set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Waterbury Village Subdivision was recorded November 3, 2005 at Book 4035, Page 211, as amended by Amendment Number One to the Declaration of Covenants, Conditions, Restrictions and Easements for Waterbury Village Subdivision recorded April _____, 2018 at Instrument No. _____ of the Official Records of the Warren County, Ohio Recorder as the same may be further amended from time to time (collectively, the "Declaration").

Section 2.2 As used in these Bylaws, the terms "Articles", "Association", "Board", "By-Laws", "Common Areas", "Declarant", "Lot", "Member", "Owner",

and "Property", shall have the same meaning as each is defined to have in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 3.1 Annual Meetings. Regular annual meetings of the Members shall be held in the first calendar quarter of each year hereafter, on a date and at an hour established from time to time by the Board.

Section 3.2 Special Meetings. Special meetings of the Members may be called at any time by the president, by a majority of the Board acting with or without a meeting or upon written request of Members who are entitled to exercise one-third (1/3) or more of all the votes of membership.

Section 3.3 Notice of Meetings. Written notice of each meeting of Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting, to each Member entitled to vote, addressed to the Member's address last appearing on the books of the Association, or supplied by such Members to the Association for the purpose of notice. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.4 Quorum. A quorum shall exist if the Members present, in person or by proxy, at any duly called and noticed meeting of Members, representing not less than thirty percent (30%) of the voting power of the Association. Members entitled to exercise a majority of the voting power of Members represented at a meeting may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

Section 3.5 Proxies. At any meeting of the Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his/her Lot.

Section 3.6 Voting Power. The vote of the majority of those present, either in person or by proxy, shall decide any questions brought before the meeting, unless

the question is one upon which a different vote is required by provision of the laws of Ohio, the Declaration, the Articles of Incorporation of the Association or these Bylaws. Notwithstanding the foregoing or any other provision in these Bylaws, the voting power of Class A Members, if any, and Class B Members, if any, shall be as specified in the Declaration.

Section 3.7 Suspension of Voting Privileges. No Member shall be eligible to vote or to be elected to the Board of Directors who is shown on the books of the Association to be more than thirty (30) days delinquent in the payment of any assessment due the Association.

ARTICLE IV

BOARD OF DIRECTORS

Section 4.1 Initial Directors. The initial Directors shall be those three persons named by the Declarant as may from time to time be substituted by Declarant. Declarant shall have the sole right and authority to name all three Directors until the Turnover Date as defined in the Declaration.

Section 4.2 Successor Directors. Within 60 days prior to the Turnover Date, three Directors shall be elected pursuant to these Bylaws. One shall be elected for a term of one year, one shall be elected for a term of two years and none shall be elected for a term of three years. Each successive term of each Director shall be three years such that the effect that one Director shall be elected or re-elected, as applicable, each year.

Section 4.3 Removal. Excepting only Directors selected by Declarant, any Director may be removed from the Board with or without cause, by a majority vote of the Members. In the event of the death, resignation or removal of a Director other than one named in the Articles or a substitute selected by Declarant, that Director's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Members, when a Director shall be elected to complete the term of such deceased, resigned or removed Director. Declarant shall have the sole right to remove, with or without cause, any Director designated in the Articles, or a substitute selected by Declarant, and select the successor of any Director so selected who dies, resigns, is removed or leaves office for any reason before the election of Directors by all of the Members as provided in the Declaration.

Section 4.4 Nomination. Nominations for the election of Directors to be elected by the Members shall be made by a nominating committee. Nominations may also be made from the floor at the meetings. The nominating committee shall consist of a chair, who shall be a member of the Board, and two or more Lot Members appointed by the Board. The nominating committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no less than the number of vacancies that are to be filled.

Section 4.5 Election. Election to the Board by the Members shall be by secret written ballot. At such elections, the Members or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected, and likewise, those receiving the largest number of votes shall be elected to the longest terms. Cumulative voting is not permitted.

Section 4.6 Compensation. Unless otherwise determined by the Members at a meeting duly called and noticed for such purpose, no Director shall receive compensation for any service rendered to the Association as a Director. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of duties.

Section 4.7 Regular Meetings. The Board of Directors shall meet annually within thirty (30) days after the Annual Meeting of Members and, in addition to the Annual Meeting, may meet at regular meetings established as to time and place by resolution of the Board. Should any regular meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day that is not a legal holiday.

Section 4.8 Special Meetings. Special meetings of the Board shall be held when called by the president of the Association, or by any two Directors, after not less than three days' notice to each Director.

Section 4.9 Quorum. The presence at any duly called and noticed meeting, in person or by proxy, of Directors entitled to cast a majority of the voting power of Directors shall constitute a quorum for such meeting. A Director shall be considered present at the duly held meeting if he is represented by Proxy.

Section 4.10 Action In Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Directors.

ARTICLE V

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 5.1 Powers. The Board shall exercise all powers and authority, under law, and under the provisions of these Bylaws, that are not specifically and exclusively reserved to the Members by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

(a) adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days, for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors, except a member appointed by the Declarant, to be vacant in the event such member shall be absent from three (3) consecutive regular meeting of the Board of Directors; and

(e) employ such independent contractors, and other employees as they deem necessary, and to prescribe their duties.

Section 5.2 Duties. It shall be the duty of the Board to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement of those actions and affairs to the Members at each annual meeting of Members, or at any special meeting when such statement is requested in writing by Members representing one-fifth (1/5) of each class of Members who are entitled to vote;

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

(c) As more fully provided in the Declaration, to:

(i) fix the amount of assessments against each Lot at least thirty (30) days in advance of each annual assessment period;

(ii) give written notice of each assessment to every Owner subject thereto at least fifteen (15) days in advance of each annual assessment period; and

(iii) foreclose the lien against any property for which assessments are not paid within sixty (60) days after they are authorized by the Declaration to do so, or bring an action at law against the Owner(s) personally obligated to pay the same, or both;

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge, not to exceed twenty dollars (\$20.00), may be made by the Board for the issuance of a certificate. If the certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on the property owned by the Association;

(f) Cause all officers having fiscal responsibilities to be bonded, as may be required by the Declaration;

(g) Cause the Common Areas, special features and landscape easements to be maintained; and

(h) Oversee the operation and enforcement of the architectural control to the extent delegated to the Board by the Declaration.

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ARTICLE VI

OFFICERS AND THEIR DUTIES

Section 6.1 Enumeration of Offices. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 6.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each Annual Meeting of the Members.

Section 6.3 Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year and until his/her successor is elected and qualified, unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 6.4 Special Appointments. The Board 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 may, from time to time, determine.

Section 6.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.6 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6.7 Multiple Offices. The office of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more the one of any of the other offices except in the case of special offices created pursuant to Section 6.4 of this Article.

Section 6.8 Duties. The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

(a) *President.* The president shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried Out, and shall sign all legal instruments on behalf of the Association.

(b) *Vice-President.* The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by him by the Board.

(c) *Secretary.* The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Members, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the names of Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) *Treasurer.* The treasurer shall assume responsibility for the receipt and deposit in such bank accounts and investment of funds in such vehicles, as the Board directs, the disbursement of such funds as directed by the Board, the keeping of proper books of account, the preparation of an annual budget and a statement of income and expenditures to be presented to the Members at annual meetings, and the delivery or mailing of a copy of each to each of the Members.

ARTICLE VII

COMMITTEES

Section 7.1 The Board shall appoint a nominating committee and may appoint such other committees as it deems appropriate in carrying out its purposes.

ARTICLE VIII

BOOKS AND RECORDS

Section 8.1 The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member, and any holder, insurer or guarantor of a first mortgage on a lot. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for

inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE IX

FISCAL YEAR

Section 9.1 The fiscal year shall begin on the first day of January every year, except that the first fiscal year of the Association shall begin on the date of incorporation. The commencement date of the fiscal year herein established may be changed by the Board of Directors should corporate practice subsequently dictate.

ARTICLE X

EXECUTION OF ASSOCIATION DOCUMENTS

Section 10.1 All notes, contracts, other documents, checks, and other drafts shall be executed on behalf of the Association by such officers, agents or other persons as are from time to time designated by the Board of Directors.

ARTICLE XI

CONFLICT

Section 11.1 In the case of any conflict between the Articles of Incorporation and the Bylaws, the Articles shall control; and in the case of conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XII

AMENDMENTS

Section 12.1 These Bylaws may be amended at a regular or special meeting of the members, by affirmative vote of a majority of the total number of votes held by each class of Members of the Association.



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WARREN COUNTY RECORDER

2019-020452

A/DECLARATION

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**ASSIGNMENT AND ASSUMPTION OF DECLARANT RIGHTS UNDER THE
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS OF WATERBURY VILLAGE SUBDIVISION**

This ASSIGNMENT AND ASSUMPTION OF DECLARANT RIGHTS UNDER THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF WATERBURY VILLAGE SUBDIVISION ("Assignment") is made effective this 31ST day of May, 2019 by and between WEIDLE BOLEN DEVELOPMENT LTD., an Ohio limited liability company, having taken the role of Declarant as Weidle/Bolen LLC ("Assignor") and J.A. DEVELOPMENT, LLC, an Ohio limited liability company ("Assignee" and, together with Assignor, the "Parties" and each a "Party").

Recitals

WHEREAS, Assignor is the Declarant under the Declaration of Covenants, Conditions, Restrictions and Easements for Waterbury Village Subdivision recorded November 3, 2005 at Book 4035, Page 211 of the Official Records of the Warren County, Ohio Recorder ("Declaration"); and

WHEREAS, Assignor desires to assign to Assignee all of its right, title, interest and responsibilities as Declarant in the Declaration as it relates to that certain real estate described on Exhibit A attached hereto and made a part hereof ("Property"); and

WHEREAS, Assignee desires to accept this Assignment and assume all of the duties, obligations and liabilities imposed upon Assignor as the Declarant under the Declaration as it relates to the Property.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

Terms

1. **Recitals True.** The foregoing recitals are true and constitute a material part of this Assignment.
2. **Assignor Representations and Warranties.**
 - a. Assignor represents and warrants that it has full right, power and authority to make the assignment contemplated herein.
 - b. Assignor represents and warrants that the Declaration is in full force and effect and has not been further modified or amended.
 - c. Assignor represents and warrants that it has not previously assigned any of its rights or obligations arising under the Declaration and has not encumbered its rights thereunder in any manner whatsoever.
 - d. Assignor represents and warrants that any reference to Weidle/Bolen LLC in the Declaration is a reference to Assignor.
3. **Assignment and Assumption.**
 - a. Assignor hereby assigns to Assignee, as Declarant under the Declaration all of Assignor's right, title and interest in, to and under the Declaration as it relates to the Property on and after the date of this Assignment.
 - b. Assignee hereby accepts this Assignment and the Declaration as it relates to the Property and as successor to Assignor assumes and agrees to fulfill all of the obligations of Assignor under the Declaration as it relates to the Property on and after the date of this Assignment.

4. **Indemnity.**

- a. Assignor will hold harmless, indemnify and defend Assignee from and against any and all liabilities, losses, expenses, claims and judgments arising under the Declaration as it relates to the Property on or before the date of this Assignment.
- b. Assignee will hold harmless, indemnify and defend Assignor from and against any and all liabilities, losses, expenses, claims and judgments arising under the Declaration as it relates to the Property after the date of this Assignment.

5. **Time.** Time is of the essence in this Assignment.

6. **Miscellaneous.**

- a. The captions in this Assignment are only for convenience and do not constitute a material part of this Assignment.
- b. This Assignment constitutes the entire agreement between the Parties concerning the subject matter herein and may be amended only in a writing signed by both Parties.
- c. No provisions of this Assignment shall be construed by any court or other judicial authority against any Party by reason of that Party being deemed to have drafted or structured the provisions.
- d. This Agreement may be executed in counterparts and all of such counterparts, when taken together, shall be deemed an original of this Assignment.
- e. This Assignment shall be construed, and the rights and obligations of the Parties shall be determined, in accordance with the laws of the State of Ohio.
- f. This Assignment shall inure to the benefit of and be enforceable by the Parties hereto, and their respective heirs, representatives and successors.

Assignor and Assignee have executed this Assignment to be effective as of the day, month and year first written above.

ASSIGNOR:
WEIDLE BOLEN DEVELOPMENT
LTD., an Ohio limited liability
company

ASSIGNEE:
J.A. DEVELOPMENT, LLC, an Ohio
limited liability company

By: _____

Its: _____

By: _____

Its: _____

STATE OF OHIO)

COUNTY OF Warren)

ss:

The foregoing instrument was sworn to and acknowledged before me this 31st day of May, 2019 by D. Scott Weidle, authorized managing member of WEIDLE BOLEN DEVELOPMENT LTD., an Ohio limited liability company, on behalf of the company.

Notary Public, State of Ohio

My commission expires: 11/15/21

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JOHN C. THOMAS, JR.
Notary Public, State of Ohio
My Commission Expires
November 15, 2021

STATE OF OHIO)
COUNTY OF Warren)

SS:

The foregoing instrument was acknowledged before me this 31st day of May, 2019 by Joseph A. Crino, authorized member of J.A. DEVELOPMENT, LLC, an Ohio limited liability company, on behalf of the company.

[Signature]
Notary Public, State of Ohio

My commission expires: 11/15/21

Instrument Prepared By:
Norman J. Frankowski, II
Flagel & Papakirk LLC
50 E-Business Way, Suite 410
Cincinnati, Ohio 45241
Telephone: (513) 984-8111
Fax: (513) 984-8118



JOHN C. THOMAS, JR.
Notary Public, State of Ohio
My Commission Expires
November 15, 2021

EXHIBIT A

Situated in the City of Carlisle, Franklin Township, Section 5, Township 1, Range 5E, Warren County Ohio and being all of Lot Numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26, Reserve "A," Reserve "B" and Reserve "C" in the Record Plan of Waterbury Village, Section One recorded at Plat Book 72, Page 63 of the Official Records of the Warren County, Ohio Recorder.

Parcel Identification Nos: 02-05-327-006 (Lot 1)
 02-05-327-007 (Lot 2)
 02-05-327-008 (Lot 3)
 02-05-327-009 (Lot 4)
 02-05-327-010 (Lot 5)
 02-05-327-011 (Lot 6)
~~02-05-401-007~~ 02-05-327-012 (Lot 7)
~~02-05-401-009~~ 02-05-327-013 (Lot 8)
 02-05-327-014 (Lot 9)
~~02-05-401-008~~ 02-05-327-015 (Lot 10)
~~02-05-401-010~~ 02-05-327-016 (Lot 11)
~~02-05-401-011~~ 02-05-327-017 (Lot 12)
~~02-05-410-002~~ 02-05-328-003 (Lot 13)
~~02-05-410-003~~ 02-05-328-004 (Lot 14)
~~02-05-410-004~~ 02-05-328-005 (Lot 15)
~~02-05-410-001~~ 02-05-328-006 (Lot 16)
~~02-05-410-005~~ 02-05-328-007 (Lot 17)
~~02-05-410-006~~ 02-05-328-008 (Lot 18)
 02-05-328-009 (Lot 19)
 02-05-328-010 (Lot 20)
 02-05-328-011 (Lot 21)
 02-05-328-012 (Lot 22)
 02-05-328-013 (Lot 23)
 02-05-328-014 (Lot 24)
 02-05-326-006 (Lot 25)
 02-05-326-007 (Lot 26)
 02-05-328-015 ("Reserve "A")
 02-05-326-008 (Reserve "B")
 02-05-326-009 (Reserve "C")

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DESCRIPTION NOT FOR TRANSFER

--TOGETHER WITH--

Situate in the City of Carlisle, Franklin Township, Section 5, Township 1 North, Range 5E, Warren County Ohio and bounded and described as follows:

Beginning at an iron pin at the southeasterly corner of Lot 69 in Meadowdale Estates, Second Addition, as recorded in Plat Book 5, page 41, of the Plat Records of said County, also being the northeasterly corner of a 22.962 acre tract; recorded in Official Record Book 532, Page 984 of the Official Records of said County;

Thence, with the easterly boundary of said 22.96 acre tract, South $01^{\circ} 40' 15''$ East 535.00 feet to an iron pipe in the northwesterly right-of-way of Conrail Railroad and the easterly boundary line of a 57.891 acre tract, recorded in OR Volume 34, Page 792, of Official Records of said county and being the real point-of-beginning for the herein described tract;

Running thence, from said real point-of-beginning, with the boundary of said 57.891 acre tract on the following courses:

- (1) With the northwesterly right-of-way line of the Conrail Railroad, South $34^{\circ} 56' 30''$ West 1820.96 feet to an iron spike in the centerline of Franklin-Trenton Road (T-270);
- (2) With the centerline of Franklin-Trenton Road (T-270) North $88^{\circ} 27' 18''$ West 503.20 feet to an iron spike;
- (3) North $01^{\circ} 31' 00''$ West (passing an iron pipe at 27.39 feet and an iron pin at 30.07 feet) a distance of 711.11 feet to an iron pin;
- (4) South $88^{\circ} 02' 00''$ West 62.70 feet to an iron pin;
- (5) North $01^{\circ} 06' 25''$ West 578.39 feet to a point in the southerly boundary of said 22.962 acre tract;

Thence, with the southerly boundary of said 22.962 acre tract on the following courses:

- (1) North $88^{\circ} 18' 00''$ East 275.00 feet to a point;
- (2) North $01^{\circ} 06' 25''$ West 143.47 feet to a point;
- (3) North $88^{\circ} 18' 00''$ East 1367.11 feet to the said real point of beginning, containing 34.929 acres, subject to all legal highways and subject to a 20' wide sanitary sewer easement recorded in Deed Book 492, Page 887, of the Warren County, Ohio Deed Records.

SAVE AND EXCEPT:

3.6209 Acres out of 34.929, platted into Plat Book 72, Page 63, leaving a remainder of 31.3081 acres.

Commonly known as Warren County, Ohio Parcel Identification Nos. 02-05-376-009-~~1~~ & 009-2

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**DESCRIPTION NOT
FOR TRANSFER**

---TOGETHER WITH---

Situated in the City of Carlisle, Warren County, Ohio and being a part of Section 5, Town 1 North, Range 5 East, and bounded and described as follows:

Beginning at a stone at the southwesterly corner of Lot 137 of Meadowdale Estates, Second Addition, as recorded in Plat Book 5, Page 41, of the Plat Records of said county, also being the northwesterly corner of a 57.891 acre tract, recorded in Official Record Book 34, page 792, of the Official Records of said county; thence, with the boundary of 57.891 acre tract on the following courses:

- (1) North 88° 18' 00" East, 1811.66 feet to an iron pin;
- (2) South 1° 40' 45" East 535.00 feet to an iron pipe;

Thence, by new division lines through said 57.891 acre tract on the following courses:

- (1) South 88° 18' 00" West, 1367.11 feet to a point;
- (2) South 1° 06' 25" East 143.47 feet to a point;
- (3) South 88° 18' 00" West 275.00 feet to a point in the westerly boundary of said 57.891 acre tract;

Thence, with the boundary of said 57.891 acre tract on the following courses:

- (1) North 1° 06' 25" West (passing an iron pin at 29.94 feet a distance of 200.00 feet to a point;
- (2) South 86° 18' 00" West 174.90 feet to a point;
- (3) North 1° 06' 25" West (passing an iron pin at 68.14 feet) a distance of 478.50 feet to the point of beginning, containing Twenty-Two and Nine Hundred Sixty-Two Thousandths (22.962) Acres, and subject to a 20 foot-wide sanitary sewer easement granted to John H. Spencer, Inc. and recorded in Deed Book 492, Page 887 of the Warren County, Ohio Deed Records.

SAVE AND EXCEPT:

22.4326 Acres out of 22.962 platted into Plat Book 72, Page 63, leaving a remainder of 0.5294 acres.

Commonly known as Warren County, Ohio Parcel Identification Nos. 02-05-376-010-~~1 & 010-2~~

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Map. Dep.
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8 6 3 2 6 8 0

Tx:4372704

LINDA ODA

WARREN COUNTY RECORDER

2019-020785

MTG

07/29/2019 02:26:13 PM

REC FEE: 44.00 PGS: 4

PEN:

4
44

STATUTORY FORM MORTGAGE

J+J-OP
4m Record lost

J.A. Development, LLC, an Ohio limited liability company ("Mortgagor"), for Two Hundred Thirty Thousand and 00/100 Dollars (\$230,000.00) paid grants with mortgage covenants, to **Weidle Bolen Development Ltd.**, an Ohio limited liability company whose address is P.O. Box 247, Germantown, Ohio 45327, the following real property ("Property"):

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN.

This mortgage is given, upon the statutory condition, to secure the payment of Two Hundred Thirty Thousand and 00/100 Dollars (\$230,000.00). The indebtedness secured by this Mortgage shall be nonrecourse to Mortgagor.

"Statutory condition" is defined in Section 5302.14 of the Revised Code and provides generally that if the mortgagor pays the principal secured by this mortgage, performs the other obligations secured hereby and the conditions of any prior mortgage, pays all the taxes and assessments, maintains insurance against fire and other hazards, and does not commit or suffer waste, then this mortgage shall be void.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the year and date first above written.

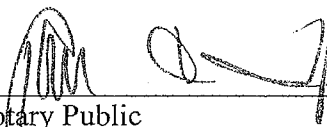
MORTGAGOR:

J.A. DEVELOPMENT, LLC, an Ohio limited liability company

Signature

By: JOSEPH A CRUSIOIts: MEMBER

The foregoing instrument was acknowledged before me this 31st day of May, 2019
by DANIEL A. CINDO, Authorized Member of J.A. Development, LLC, an Ohio limited
liability company, on behalf of the company.



Notary Public

My commission expires: 11/15/21

This instrument prepared by:
Flagel & Papakirk LLC
50 E-Business Way, Suite 410
Cincinnati, Ohio 45241
(513) 984-8111



JOHN C. THOMAS, JR.
Notary Public, State of Ohio
My Commission Expires
November 15, 2021

Exhibit "A"

**Franklin Township,*

Situated in the City of Carlisle, Warren County, Ohio, and being a part of Section 5, Town 1 North, Range 5 East, and bounded and described as follows:

Beginning at an pin at the southeasterly corner of Lot 69 in Meadowdale Estates, Second Addition, as recorded in Plat Book 5, page 41, of the Plat Records of said County, also being the northeasterly corner of a 22.962 acre tract, recorded in Official Record Book 532, Page 984 of the Official Records of said County;

Thence, with the easterly boundary of said 22.96 acre tract, South $01^{\circ} 40' 45''$ East 535.00 feet to an iron pipe in the northwesterly right-of-way of Conrail Railroad and the easterly boundary line of a 57.891 acre tract, recorded in OR Volume 34, Page 792, of Official Records of said county and being the real point-of-beginning for the herein described tract;

Running thence, from said real point-of-beginning, with the boundary of said 57.891 acre tract on the following courses:

- (1) With the northwesterly right-of-way line of the Conrail Railroad, South $34^{\circ} 56' 30''$ West 1820.96 feet to an iron spike in the centerline of Franklin-Trenton Road (T-270);
- (2) With the centerline of Franklin-Trenton Road (T-270) North $88^{\circ} 27' 18''$ West 503.20 feet to an iron spike;
- (3) North $01^{\circ} 31' 00''$ West (passing an iron pipe at 27.39 feet and an iron pin at 30.07 feet) a distance of 711.11 feet to an iron pin;
- (4) South $88^{\circ} 02' 00''$ West 62.70 feet to an iron pin;
- (5) North $01^{\circ} 06' 25''$ West 578.39 feet to a point in the southerly boundary of said 22.962 acre tract;

Thence, with the southerly boundary of said 22.962 acre tract on the following courses:

- (1) North $88^{\circ} 18' 00''$ East 275.00 feet to a point;
- (2) North $01^{\circ} 06' 25''$ West 143.47 feet to a point;
- (3) North $88^{\circ} 18' 00''$ East 1367.11 feet to the said real point of beginning, containing 34.929 acres, subject to all legal highways and subject to a 20' wide sanitary sewer easement recorded in Deed Book 492, Page 887, of the Warren County, Ohio Deed Records.

SAVE AND EXCEPT:

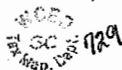
Waterbury Village, Section 11 LCG

3.6209 Acres out of 34.929 of the Meadowdale Estates, platted into Plat Book 72, Page 63, leaving a remainder of 31.3081 acres. *30.9501 acres in Village of Carlisle and 0.35 acres in Franklin Township. LCG*

Being the same premises as previously described in OR Book 3906, Page 387 of the Warren County, Ohio Records.

Subject to easements and restrictions of record, if any.

Sidwell: 02-05-376-009-~~* & 009-2~~



ALSO INCLUDING:

**Franklin Township,*

Situated in the City of Carlisle, Warren County, Ohio and being a part of Section 5, Town 1 North, Range 5 East, and bounded and described as follows:

Beginning at a stone at the southwesterly corner of Lot 137 of Meadowdale Estates, Second Addition, as recorded in Plat Book 5, Page 41, of the Plat Records of said county, also being the northwesterly corner of a 57.891 acre tract, recorded in Official Record Book 34, page 792, of

the Official Records of said county; thence, with the boundary of 57.891 Acre Tract on the following courses:

- (1) North 88° 18' 00" East, 1811.66 feet to an iron pin;
- (2) South 1° 40' 45" East 535.00 feet to an iron pipe;

Thence, by new division lines through said 57.891 acre tract on the following courses:

- (1) South 88° 18' 00" West, 1367.11 feet to a point;
- (2) South 1° 06' 25" East 143.47 feet to a point;
- (3) South 88° 18' 00" West 275.00 feet to a point in the westerly boundary of said 57.891 acre tract;

Thence, with the boundary of said 57.891 acre tract on the following courses:

- (1) North 1° 06' 25" West (passing an iron pin at 29.94 feet) a distance of 200.00 feet to a point;
- (2) South 88° 18' 00" West 174.90 feet to a point;
- (3) North 1° 06' 25" West (passing an iron pin at 68.14 feet) a distance of 478.50 feet to the point of beginning, containing Twenty-Two and Nine Hundred Sixty-Two Thousandths (22.962) Acres, and subject to a 20 foot-wide sanitary sewer easement granted to John H. Spencer, Inc. and recorded in Deed Book 492, Page 887 of the Warren County, Ohio Deed Records.

SAVE AND EXCEPT:

22.4326 Acres out of 22.962 of the ~~Meadowdale Estates~~ *Waterbury Village Section 1 LCG* platted into Plat Book 72, Page 63, leaving a remainder of 0.5294 acres.

Being the same premises as previously described in OR Book 3906, Page 385 of the Warren County, Ohio Records.

Subject to easements and restrictions of record, if any.

Sidwell: 02-05-376-010-~~X~~ & ~~010-2~~

ALSO INCLUDING:

Situate in the City of Carlisle, Franklin Township, Warren County, Ohio, and being the Reserve Areas A, B, and C, Waterbury Village, Section One, as recorded in Plat Book 72, Page 63 of the plat records of Warren County, Ohio.

Subject to easements and restrictions of record, if any.

Reserve A Parcel Number: 02-05-328-015

Reserve B Parcel Number: 02-05-326-008

Reserve C Parcel Number: 02-05-326-009

