

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATION OF EASEMENTS
FOR
THE WOODLANDS AT CANTERBURY TRAILS HOMEOWNERS ASSOCIATION,
INC.**

Declarant, **Canterbury Trails, LLC**, an Ohio corporation, is the owner of certain real estate in The City of Beavercreek, Greene County, Ohio, described in Exhibit "A", attached hereto and incorporated herein (hereinafter referred to as "Property").

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

ARTICLE I

DEFINITIONS

1.1. Additional Land. "Additional Land" means the property described in Exhibit "B" which may be made subject to this Declaration pursuant to Article XII.

1.2. Allocated Interests. "Allocated Interests" means the Common Expense Liability and the votes in the Association as set forth in Article III.

1.3. Assessments. "Assessments" means those charges upon the Lots established by Article VII of this Declaration.

1.4. Association. "Association" means The Woodlands at Canterbury Trails Homeowners Association, Inc., an Ohio nonprofit corporation, its successors and assigns. Except as the context otherwise requires "Association" shall mean the Board of Trustees acting on behalf of the Association.

1.5. Board. "Board" shall mean the Board of Trustees of the Association.

1.6. Builder. "Builder" means any person or entity (including the Declarant) who acquires a Lot for the purpose of improving that Lot and erecting a Dwelling Unit thereon for resale to an Owner.

1.7. Common Elements. "Common Elements" shall mean any real estate owned or leased by the Association other than a Lot, including easements in favor of the Association.

1.8. Common Expense Liability. "Common Expense Liability" means the liability for Common Expenses allocated to each Lot pursuant to Article III, of this Declaration.

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

1.10. Declarant. "Declarant" means Canterbury Trails, LLC, an Ohio corporation, is the Declarant.

1.11. Declaration. "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for The Woodlands at Canterbury Trails Homeowners Association, Inc., including any amendments hereto.

1.12. Development Rights. "Development Rights" means the rights reserved by the Declarant pursuant to Article XII.

1.13. Dwelling Unit. "Dwelling Unit" means a building situated on the Property designed and intended for use and occupancy as a single family residence.

1.14. Golf Course. "Golf Course" means portions of real property adjacent to the Property which is owned by the City of Beavercreek, Ohio, and used or will be used, as a public golf course and known as the Beavercreek Golf Club.

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

1.16. Member. "Member" means any person or entity entitled to membership in the Association as provided herein.

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

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

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

1.20. Record Plats. "Record Plats" means the record plat for The Woodlands at Canterbury Trails Subdivision, as filed with the Greene County Recorder. The Record Plat for Phase One (Canterbury Trails Section Nine) of the subdivision is recorded in Volume 34, pages 857B, 858A, 858B, 859A. A Record Plat will be recorded and filed for each phase.

1.21. Special Declarant Rights. “Special Declarant Rights” means the rights reserved by the Declarant in Article XIII.

1.22. Surface Water Management System. "Surface Water Management System" shall mean the system designed for the Property by the Declarant for storm water, soil erosion and sediment control. Such system shall include all existing watercourses, ditches, retention basins and swales located in the Property and all easements shown on the Record Plats.

ARTICLE II

LOTS

1.1. Description of Lot Boundaries. The boundaries of the Lots shall be those as set forth on the Record Plats.

ARTICLE III

ALLOCATION OF INTERESTS

1.1. Common Expense Liability. The allocation of Common Expense Liability shall be determined in accordance with the allocation of the various assessments as set forth in Article VII, Section 7.8.

1.2. Votes in the Association. The allocation for voting purposes shall be one vote per Lot.

ARTICLE IV

COMMON ELEMENTS AND EASEMENTS

1.1. Description. The Common Elements shall be any portion of, or interest in, the Property, other than a Lot, owned by the Association in fee or by easement or leased to the Association.

1.2. Easements. The Lots and Common Elements shall include certain utility, landscaping, conservation and access easements. These easements shall be appurtenant to and pass with the title to the Lots.

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

1.2.2. Drainage. The Property shall be subject to easements in favor of the Lots benefited for Surface Water Management as further defined in Article V. No Owner shall do anything within a Lot or Dwelling Unit which shall unreasonably increase the flow of surface water.

1.2.3. Utilities. The Lots shall be subject to an easement five (5) foot wide on the side yard of each Lot; ten (10) foot wide on the front of each Lot and ten (10) foot along the exterior and interior boundaries of the subdivision and along the greenspace for the purpose of installing, operating, maintaining and servicing pole lines, cables and conduits for utility service and cablevision franchise. The character of the installation and structures which may be constructed, reconstructed, removed and maintained in, on and through these easements shall include, but not be limited to, all incidental appurtenances, such as, guys, conduits, poles, anchors, transformers, par mount transformers, handholes, etc. Said easement right shall include the right, without liability therefore, to remove trees and landscaping, including lawns within said easements premises which may interfere with the installation, maintenance, repair or operation of the electric and or communication facilities, and with right of access, ingress to and from any of the within premises for exercising and of the purpose of this right of way and easement grant.

1.2.4. The City of Beavercreek. A non-exclusive easement is granted to The City of Beavercreek, and to all police, fire and other emergency personnel, ambulance operators, delivery, garbage and trash removal personnel, and to all similar persons, and to the local governmental authorities, but not to the public in general, to enter upon the Common Elements and the Surface Water Management System in the performance of their duties.

1.2.5. No Cut Zone. Per The City of Beavercreek Planned Unit Development Approval of the Property, a ‘no cut zone’ easement shall be placed on the rear twenty-five (25’) feet of each lot abutting the Beavercreek Golf Course, and furthermore, such easement will be recorded on the Record Plat of each phase of the Property listed as a “25’ No Cut and Landscape Easement”. A note shall specifically be attached on each Record Plat reading “Per PUD approval a no cut zone of not less than 25’ between private property and golf course property is required. This restriction shall be binding upon subdividers and all future owners.”

1.2.6. Temporary Street Signs. Upon the completion of all streets in the Property, and prior to the installation of permanent street signs on the Property, the Declarant shall install Temporary Street signs at all internal street intersections on the Property.

1.2.7. Community Detention Pond. The Homeowners Association will be responsible for the shared maintainance of the off-site Commmunity Detention Pond as described in Exhibit ‘C’. The maintenance, repair and replacement of the Community

Detention Pond shall be shared 50/50 between owners of the Property and the owners of the residual property draining into the Community Detention Basin. An access easement is provided to the community detention pond as shown on Exhibit 'C'.

1.2.8. Golf Course Easements. The following easements are hereby reserved with respect to the Golf Course.

1.2.8.1. Easements Across Lots Adjacent to the Golf Course. Until such time as construction of a Dwelling Unit is completed on a Lot which borders the Golf Course, the Declarant, the Association, and the Golf Course operator shall have an easement to permit and authorize their agents and registered golfers and their caddies to enter upon a portion of such a Lot being an area not to exceed twenty-five (25) feet from the common Property line of the Lot and the Golf Course, to recover a ball or play a ball, subject to the official rules of the Golf Course. Once the construction of a Dwelling is completed on a Lot which borders the Golf Course, Declarant, the Association, or the operator of the Golf Course shall have an easement to permit and authorize their agents and registered golfers and their caddies to enter upon any portion of such Lot adjacent to the Golf Course on the Record Plat creating said Lot to do every act reasonable and proper to the playing of golf on the Golf Course. Such acts shall include, but not be limited to, the recovery of golf balls from such Lot and the flight of golf balls over and upon such Lot. No Owner shall have any right to object to or to seek the enjoining of the common and usual activities associated with the game of golf and with all the normal and usual activities of operating and maintaining a Golf Course, including the usual and common noise level created by the playing of the game of golf and operating equipment to irrigate and maintain the Golf Course. The Lots adjacent to the Golf Course shall also be subject to an easement to permit the Golf Course operator to overspray the Lot with water or chemicals used on the Golf Course from time to time.

1.2.8.2. Interference with Play of Golf Course. Owners of Lots bordering the Golf Course shall be obligated to refrain from any actions which would detract from the playing qualities of the Golf Course. During any golf tournament held at the Golf Course which is sanctioned by any professional golfers' association or international, national or state amateur golf organization, Owners of Lots bordering the Golf Course shall suspend all construction activity, lawn maintenance and all other abnormally noisy activities which may cause disturbance to the play on the Golf Course.

1.2.8.3. Liability, Assumption of Risk. All Owners acknowledge that the close proximity of the Golf Course to the Property will cause there to be golfballs hit onto Lots and that Dwelling Units and other Improvements on Lots are susceptible to being struck by golf balls from the play of golf on the Golf Course. All Builders and Owners are deemed to have assumed the risk of any damages or losses to Property or injuries or death to persons due to golf balls landing on their respective Lots or any Common Elements to the extent such events occur in the normal course of playing golf: and no Builder

or Owner or Occupant and no family member, guest, invitee, contractor or employee of any such person shall be entitled to bring any action or claim against the City of Beavercreek, the Declarant, the Association, the operator of the Golf Course or any player of the Golf Course as the result of any golf ball being hit onto such Lot or Common Element during the normal playing of golf on the Golf Course.

1.3. Owner's Delegation

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

1.4. Limitation on

Common Elements and Easements. All Common Elements, easements and rights granted herein are subject to:

1.4.1. Restrictions set forth in this Declaration.

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

1.4.3. The right of the Association to levy assessments for the Common Expenses and other assessments as set forth herein.

1.4.4. The right of the Declarant and the Association to amend the Record Plat and to grant further rights and easements within, upon, over, under, and across the Common Elements for the benefit of the Owners, the Association or Declarant.

1.4.5. The Common Elements cannot be mortgaged or conveyed without the consent of two-thirds of the Owners, excluding the Declarant.

1.4.6. If access to any residence is through the Common Elements, any conveyance or encumbrance of such area is subject to the Lot Owner's easement.

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

ARTICLE V

SURFACE WATER MANAGEMENT

1.1. Surface Water Management System. The Surface Water Management System and Conservation Easements shall consist of the "Storm Easements" and "Stormwater Management Easement" as shown on the Record Plats. The Association shall maintain and administer the Surface Water Management System in accordance with the guidelines as may be promulgated from time to time by The City of Beavercreek and Greene County. The Association shall have primary responsibility for the maintenance of retention basins, including any pipes, concrete gutters or mechanical devices.

1.2. Surface Water Management System Easements. Each Lot shall be subject to and shall be benefited by an easement for storm sewers, drainage and surface water management as more particularly shown on the Record Plat. Such easement shall be non-exclusive as to the Owners and shall run to the Association. Such easement, however, shall not run to the public at large.

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

1.4. Individual Maintenance. Each Owner shall maintain that portion of the Surface Water Management System which serves only that Owner's Lot. Each Owner shall have primary responsibility for grass-cutting and vegetation control within the easements located on his or her Lot. Such responsibility shall include keeping the easements clean and unobstructed. Maintenance of the Surface Water Management System shall be in accordance with the guidelines and standards set forth by The City of Beavercreek and / or Greene County (if any). If any portion of the Surface Water Management System which serves only one Lot is damaged, the Owner of that portion shall promptly cause it to be repaired.

1.5. Restriction on use. No Owner shall use or permit any other persons to use the Surface Water Management System in any manner which would constitute a nuisance, hazard or unsanitary condition or be in violation of any local, state, or federal law ordinance, rule, regulation or statute.

ARTICLE VI

OWNERS ASSOCIATION

1.1. Formation. The Declarant has caused or will cause to be chartered in accordance with Chapter 1702 of the Ohio Revised Code, a nonprofit corporation named The Woodlands at Canterbury Trails Homeowners Association Inc. The purpose of the Association are to provide for the administrative governance, maintenance and upkeep of the Property and to promote the health, safety, and welfare of the Owners and Occupants of the Property.

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

1.3. Powers of the Association. Subject to Special Declarant Rights hereinafter set forth in Article XIII, the Association may:

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

1.3.2. adopt rules and regulations for the use and occupation of the Common Elements and to enforce the rules and regulations and the provisions and restrictions of the Declaration as against the Owners and Occupants.

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

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

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

1.3.6. make contracts and incur liabilities;

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

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

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

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

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

1.3.12. impose charges for late payments of Assessments and after notice and an opportunity to be heard, levy reasonable fines for violations of the Declarations, Code of Regulations, and the rules and regulations of the Association;

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

1.3.14. provide for indemnification of its officers and board of trustees and maintain directors' and officers' liability insurance;

1.3.15. assign its right to future income, including the right to receive Common Expense Assessments, except that this power shall be limited to the purposes of repair of existing structures or improvements;

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

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

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

1.4. Voting Rights. Subject to Special Declarant Rights as set forth in Article XIII, Members shall be entitled to vote on matters properly before them in accordance with this Article, the Code of Regulations and the laws of the State of Ohio.

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

1.6. Proxies. A vote allocated to a Lot may be cast pursuant to a proxy duly executed by an Owner. An Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Except as hereinafter

provided, a proxy shall terminate one year after its date, unless it specifies a shorter time. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering the Lot, its presentation to the Board of a copy of the mortgage shall be notice of the proxy designation, and if the mortgage so states, of the irrevocability of that designation. Written notice to the Board or notice in a meeting of a revocation of a proxy designation shall not affect any vote or act previously taken. Each proxy shall automatically cease upon conveyance of the Lot.

Unless expressly reserved and the Association is notified of such reservation, a land contract vendee as defined in Chapter 5313 of the Revised Code, shall be deemed the proxy of a land contract vendor for purposes of this section.

1.7. Annual Meeting. A meeting of the Members of the Association must be held at least once each year.

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

No management contract may have a term in excess of three (3) years and must permit termination by either party without cause and without termination fee on ninety (90) days or less written notice.

ARTICLE VII

ASSESSMENTS

1.1. Establishment of Assessments. There are hereby established for the benefit of the Association, its successors and assigns, as a charge on each Lot, certain Assessments for Common Expenses and other expenses. Each Owner, by acceptance of a deed, covenants and agrees to pay such Assessments.

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

1.3. Annual General Assessment. There is hereby established an "Annual General Assessment" for the purpose of funding the Common Expenses of the Association. The Common Expenses shall include among other things, (1) operation, maintenance, repair and replacement as required by this Declaration; (2) the cost of any insurance required by this Declaration; (3) reasonable reserves for contingencies and replacement; (4) administrative, accounting, legal and management fees; (5) and all other costs and

liabilities incurred by the Association in the exercise of its powers and duties pursuant to this Declaration.

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

1.4.1. any costs incurred by the Association in the performance of any maintenance in accordance with Article VIII, Section 8.3.

1.4.2. any charges or fines imposed or levied in accordance with Article IX, Section 9.3.1.1.

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

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

1.5. Road Improvement Impact Fee. At the time of closing of any Lot from the Declarant to a lot owner including the Builder, by means of purchasing, assignment or conveyance, the purchaser, assignee or conveyee of such Lot shall be assessed the sum of \$772.00 as payment of a Road Improvement Impact Fee. This assessment must be paid to the Declarant at the closing of purchase, assignment, or conveyance with the Declarant. This Assessment is to offset the Road Improvement Impact Fee paid the Declarant to the City of Beavercreek. The fee is not a payment of the Annual General Assessment or the One Time Special Assessment, and it will not be held in any sort of trust or reserve account.

1.6. One Time Special Assessment. The Declarant is responsible for the construction of entrance monumentations, landscaping and other related improvement on common easements in favor of the Association, which easements are within the properties. Each Lot shall be subject to a One Time Special Assessment due and owing to the Declarant in the amount of Six Hundred Dollars and 00/00 (\$600.00) which Declarant shall use for the construction of the entrance monumentations and related improvements. Said One Time Special Assessment shall be due and owing from the then current Owner of any Lot upon the earlier of the following:

1.6.1. occupancy of any Lot as a residence;

1.6.2. conveyance of any Lot by a Builder to any subsequent party;

1.6.3. five (5) years from the date of recording this Declaration, if the Lot is owned by a Builder on such date.

1.7. Special Assessment. There is hereby established a Special Assessment for the purpose of repairing or restoring damage or destruction to the Common Elements as further set forth in Article X.

1.8. Computation and Payment of Annual General Assessment. The Annual General Assessment shall be computed and levied in accordance with the budget adopted by the Board pursuant to the Code of Regulations. This Assessment shall be effective as to each Lot on the first day of the Association's fiscal year. The initial Annual General Assessment as to each Lot shall commence on the first day of the month following the earlier of (i) its conveyance to an Owner other than a Builder; or (ii) occupation of the Dwelling Unit. The initial Annual General Assessment shall be prorated on a monthly basis to the end of the Association's fiscal year, and shall be collected at closing of the conveyance of the Lot from the Builder. So long as there has been no default in payment of the Assessment, it shall be payable in annual installments due on the first day of each fiscal year. The Board shall have the power from time to time to adopt such billing, collection and payment procedures, charges and other payment time schedules as it deems appropriate. Declarant and Builder shall not be subject to or required to pay the Annual General Assessment.

1.9. Maximum Annual Assessment. Beginning with the recording of this Declaration and until December 31, 2002, the maximum Annual General Assessment shall be Two Hundred Fifty (\$250.00) Dollars. Beginning with Assessments levied as of January 1, 2003, and annually thereafter, the Board, without a vote of the Owners, may increase or decrease the Annual General Assessment. If the Board increases the Annual General Assessment, then, within Thirty (30) days of notice of such increase, Members in good standing exercising Ten (10%) percent of the voting power of the Association may petition the Board for a special meeting of the Association to reconsider such increase. At such meeting, the Members in good standing, in person or by proxy, exercising sixty-six and two thirds (66 2/3%) percent of voting power of the Association, may vote to reduce the increase by any amount therein proposed, but not lower than the previous year's maximum amount. The Members can not overturn any increase in the Annual General Assessment during the Declarant Control Period.

1.10. Allocation of Assessments. The Common Expense Liability of each Lot shall be its portion of the Common Expense. The Common Expense Liability and the Annual General Assessment shall be allocated equally to each Lot. The other Assessments shall be allocated as applicable to the respective Lots and as determined by the Board. Declarant and Builder shall not be subject to or required to pay any Common Expense Liability.

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

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

1.11.2. Effective Dates. The lien for the Common Expense Liability for each Lot as set forth in the Annual General Assessment shall be effective on the first day of the fiscal year of the Association. The lien for other Assessments shall be effective on the first day of the month following the notice of it levy on the Owners affected.

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

1.11.4. Notice of Lien. The Association may file a notice of lien with the Recorder of Greene County. Such notice shall not be required for the Association to enforce its lien.

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

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

1.11.7. Extinguishment of the Lien. A lien for unpaid Assessments is extinguished unless proceedings to enforce it are instituted within five (5) years after the full amount of the Assessment becomes due. If an Owner of a Lot subject to a lien files a petition for relief under the United States Bankruptcy Code, then the period of time to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay under Section 362 of the Bankruptcy Code is lifted.

1.11.8. Estoppel Certificate. Upon request of any mortgagee or Owner and upon payment in full of all Assessments and other charges permitted by this Declaration that are due to the Association, the Association shall execute and deliver to such mortgagee or Owner an estoppel certificate. Such certificate shall be in recordable form and shall note the payment of the outstanding Assessments and charges and that the Association is estopped from the enforcement of its lien with respect to Assessment and charges becoming due and payable prior to the date of the certificate. The Association may charge a reasonable fee for the preparation of such certificate.

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

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

1.14. Personal Obligation. The Assessments, including fines, if any, payable by each Owner, together with any penalty, interest, costs and reasonable attorney fees shall be the personal obligation of the Owner of the Lot at the time incurred. The personal obligation shall not pass to any successors in title unless expressly assumed by them.

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

1.16. No Waiver of Liability for Common Expenses. No Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Lot against which the Assessments are made. Notwithstanding the foregoing, neither Declarant nor Builder shall be obligated to pay Common Expenses.

1.17. Loan. In the event that sufficient funds are not on hand to pay Common Expenses as and when the same become due, Declarant may loan the Association such sums as may be required to pay said Common Expenses. All such sums shall draw interest at the prime rate charged by Lorain National Bank at the time said loan is made.

ARTICLE VIII

UPKEEP OF THE PROPERTY

1.1. Lots. Each and every Lot, its Dwelling Unit and any improvement erected thereon shall be maintained in a reasonable manner in accordance with the standard generally prevailing throughout the Property.

1.2. Common Elements. The Association shall maintain the Common Elements.

1.3. Association's Right to Maintain. If an Owner shall fail to provide maintenance as required by this Declaration in a manner satisfactory to the Association, and such Owner has failed to comply for ten (10) days after being so notified of such failure (and after being provided an opportunity to be heard concerning such failure), the Association shall have the right, through its agents and employees, to enter upon Owner's Lot and repair, maintain and restore the Lot. In the event that such failure poses a health, safety or security risk, then no notice or hearing need be given. The cost of such maintenance and repair shall be assessed against the subject Lot in accordance with Article VII, Section 7.4. Nothing in this Section shall be construed as giving the Association any right to repair, maintain or restore any Dwelling Unit.

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

ARTICLE IX

RESTRICTIONS

1.1. Use and Occupancy. The following restrictions are applicable to the use and occupancy of the Property.

1.1.1. Compliance with Laws. No improper, offensive or unlawful use shall be made of the Property or any part thereof. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction over any portion of the Property shall be observed and complied with, by and at the expense of all Owners and Occupants.

1.1.2. Harmful Discharges. There shall be no emissions of dust, sweepings, dirt, cinders, odors, gases or other substances into the atmosphere (other than normal residential chimney emissions), no production, storage or discharge of hazardous wastes on the Property or discharges of liquid, solid wastes or other harmful matter into the ground or any body of water, if such emission, production, storage or discharge may

adversely effect the use or intended use of any portion of the Property or may adversely effect the health, safety or comfort of any person. No waste nor any substance or materials of any kind shall be discharged into any public sewer or the Surface Water Management System serving the Property or any part thereof in violation of any law, order, rule, regulation or requirement of any applicable government or governmental agency.

1.1.3. Noise. No person shall cause any unreasonably loud noise (except for security devices) anywhere on the Property, nor shall any person permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any person lawfully present on any portion of the Property.

1.1.4. Signs. No signs of any character shall be erected, posted or displayed upon the Property, except: (i) marketing signs installed by the Declarant while actively marketing the Lots for sale; (ii) street and identification signs installed by the Association or the Declarant; and (iii) one temporary real estate sign not to exceed six square feet in area advertising that such Lot is on the market.

1.1.5. No Trade or Business. No trade or business of any kind may be conducted in or from any Lot or Dwelling Unit except that an Owner or Occupant of a Lot or Dwelling Unit may conduct such business activity within the Lot or Dwelling Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the Lot or Dwelling Unit; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming on to the Lot who do not reside in the Property; and (d) the business activity is consistent with the residential character of the Property.

The terms "business" and "trade" as used in this provision shall be construed to have their ordinary generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether (i) such activity is engaged in full-time or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required thereof. The term "trade" or "business" for purposes of this restriction shall not include the construction, operation and maintenance of any model home or homes and sales offices by any builder during reasonable hours.

1.1.6. Trash. Except in connection with construction activities, no burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials or trash of any other kind shall be permitted on any Lot. Trash containers (except during construction) shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot.

1.1.7. Parking; Vehicle Repairs. Except in connection with construction activities, trucks, trailers, campers, recreational vehicles, boats and other large vehicles may be parked on the Property only if in garages. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any portion of the Property. Vehicle repairs and storage of vehicles are permitted on the Property only if

in garages. Recreational vehicles and boats may be parked in the driveways for a period not to exceed twenty-four (24) hours for the purpose of cleaning, loading or unloading.

1.1.8. Animals. The maintenance, keeping, boarding or raising of animals, of any kind, regardless of number, is prohibited on any Lot except that the keeping of guide animals and orderly domestic pets (e.g., dogs, cats or caged birds), is permitted, subject to the Rules and Regulations adopted by the Board. Such pets are not to be kept or maintained for commercial purposes or for breeding. No external compound cages, kennels or hutches shall be permitted.

Any pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Property upon ten (10) days written notice from the Board. Pets shall not be permitted on the Common Elements unless accompanied by someone who can control the pet and unless carried or leashed. Any Owner or Occupant who keeps or maintains any pet on any portion of the Property shall be deemed to have indemnified and agreed to hold the Association harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property. All pets which may leave the Dwelling Unit or Lot must be inoculated as required by law.

1.1.9. Open Fires. Open burning is not permitted on the Property, except that outdoor fireplaces, grills, and chimneys may be used if equipped with fire screens to prevent the discharge of embers or ashes.

1.2. Architectural Restrictions. The following architectural restrictions shall be applicable to the Lots.

1.2.1. Plan Approval. No structure shall be placed, erected or installed upon any Lot, no construction (which term shall include within its definition staking, clearing, excavation, grading, and other site work), no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place until the requirements of this section have been fully met. Prior to any construction, the Owner or Builder shall first submit to the Declarant (which for the terms of this section shall include its designee) a complete set of building plans for the proposed construction. The Declarant shall approve, reject or modify such plans in a writing sent to the Owner or Builder in question not more than thirty (30) days after the plans are submitted to the Declarant. The thirty (30) day period shall commence upon execution of a written notice by the Declarant acknowledging receipt of plans and specifications and all information required therewith. The Declarant shall review the plans as to the quality of workmanship and design and harmony of external structures with existing structures and as to location in relation to surrounding structures, topography and finish grade elevation. The Declarant shall not unreasonably withhold approval of any plans that conform in every way with the Declaration and with the general character of the development on neighboring Lots within the Property.

If the Declarant fails to approve, reject, or modify the plans within the thirty (30) day period, the Declarant's approval shall be deemed to have been given, and no further permission shall be needed before the improvements described in such plans may be constructed or

installed. However, in no event shall any improvements be constructed or installed which violate any terms of this Declaration.

1.2.1.1. Declarant's Plan Approval Period. Declarant's right of plan approval shall exist for as long as Declarant owns any Lot in the Property. Declarant's right of plan approval shall include any alterations to existing Lots or Dwelling Units and / or items requiring prior approval by this Declaration. In any items or matters that are discretionary, the Declarant's decision shall be conclusive upon all parties.

1.2.1.2. Design Guidelines. The Declarant shall prepare and, on behalf of itself and the Association, shall promulgate design and development guidelines governing construction within the Property, which shall include application and review procedures to be followed in submitting an application for approval hereunder ("Design Guidelines"). The Design Guidelines shall be those of the Association, and the Declarant and/or the Association shall have sole and full authority to modify and to amend them from time to time without the consent of any Owner. The Declarant and/or the Association shall make the Design Guidelines available to Builders and Owners who seek to engage in construction upon all or any portion of the Property. A copy of the current Design Guidelines is attached as Exhibit D.

1.2.1.3. Declarant's Control of New Construction. The Declarant shall have exclusive control of new construction within the Property. No provision of this Declaration or the Design Guidelines, as the same relates to new construction, may be modified without Declarant's consent.

1.2.1.4. Association's Right of Plan Approval. After Declarant's right of plan approval has expired, the Association shall be responsible for plan approval. The Declarant may assign its right of plan approval, or any portion thereof, to the Association.

1.2.1.5. No Liability. Each Owner and Builder are responsible to insure that all construction or any modifications, are in compliance with the restrictions and approved plans. If the Developer or the Trustees have acted in good faith on the basis of such information possessed by them, neither the Developer, the Board nor any Trustee shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed due to: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; or (b) the construction or performance of any work whether or not pursuant to approved plans, drawings, and specifications.

1.2.2. Dwelling Type. No building shall be erected, altered, placed or be permitted to remain on any Lot other than one single-family dwelling with an attached garage for at least two cars.

1.2.3. Dwelling Floor Areas. The living area of the Dwelling Unit exclusive of porches, decks, attics, basements, areas not heated year round and garages shall be no less than the areas set forth in the Design Guidelines (See Exhibit D).

1.2.4. Roof Requirements. The roof and gables of each Dwelling unit shall be in accordance with the Design Guidelines (See Exhibit D).

1.2.5. Set Back, Minimum Elevation and Yard Requirements. All Dwelling Units shall be located in accordance with the building set back lines, minimum basement elevation and yard requirements as shown on the Record Plat and as required by applicable codes, ordinances and regulations. The Owner or Builder shall be responsible for compliance with these standards. Declarant shall not be responsible for any failure to comply with these standards.

1.2.6. Front Yards and Driveways. Front yards shall be landscaped within ninety (90) days after closing, weather permitting. All driveways shall be paved with concrete, asphalt, brick or paving stone.

1.2.7. Construction Materials. No Dwelling Units shall be constructed of concrete block, cinder block or other similar materials unless the exterior of the Dwelling Unit is covered with brick and / or siding. No underground Dwelling Units shall be permitted.

1.2.8. Exterior Siding. Any wooden sheeting materials must have prior approval.

1.2.9. Front Storage. No front porch shall be used for the storage of any items except normal porch furniture. No front yard shall be used for storage of any kind of items. This restriction shall not apply to building materials and / or equipment stored on the Lot during construction of the Dwelling Unit.

1.2.10. Radio and Television Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property, including any Dwelling Unit, without the prior written approval as provided in Section 9.2.1.1, and in accordance with the Design Guidelines. Nothing herein shall be construed so as to be in conflict with current Federal Communications Commission's rules and regulations for antennas.

1.2.11. Air Conditioning and Heat Pump Equipment. Air-conditioning and heating equipment should be located and screened in such a manner so as to provide minimum visual impact from other Lots.

1.2.12. Awnings. No metal or plastic awnings for windows, doors or patios may be erected or used.

1.2.13. Exterior Carpeting. No exterior carpeting shall be permitted if it is visible from the street or any neighboring Lot.

1.2.14. Fences. No fence of any sort, may be erected unless the same is in accordance with the Design Guidelines and until prior approval in accordance with Section 9.2.1.1 of the Declaration has been obtained. The Declarant reserves the right to prohibit all fences or types of fences on certain Lots. Chain link fences shall not be permitted. Invisible pet fences are permitted.

1.2.15. Other Structures. No structure of a temporary character, trailer, or shack shall be permitted on any Lot. Barns, storage sheds or other outbuildings must have prior approval in accordance with Section 9.2 and conform to the Design Guidelines. Construction trailers and/or storage sheds shall be permitted only during construction.

1.2.16. Pools, Hot Tub and Spas. All pools must be in-ground. All hot tubs and spas must be in-ground or incorporated into a deck with enclosed sides and privacy fencing.

1.2.17. Play Equipment and Basketball Hoops. All play equipment and basketball hoops must comply with the Design Guidelines.

1.2.18. Clothes Drying. No outdoor clothes drying apparatus of any sort shall be permitted.

1.2.19. Mailboxes, Lampposts. All mailboxes and lampposts must be of uniform design, style and color as determined by Declarant.

1.2.20. Completion. Construction of a Dwelling Unit on any Lot shall be completed within one (1) year from the date construction is started.

1.2.21. Lot Maintenance. All lots must be kept mowed and free of debris and clutter. During construction, each Owner and builder shall be responsible for keeping the streets and adjacent Lots clean and free of debris. The Declarant shall have the right to assess any Owner or Builder for the cost of mowing or clean up in the event that the Owner or Builder fails to do so.

1.2.22. Animal Statues. No statue, figurine, or other item shaped in the form of an animal, regardless of construction materials may be permitted to remain on any Lot.

1.3. Remedies for Breach of Covenants and Restrictions. The violation of any covenant or restriction, contained in this Declaration or violation of any rule or regulation duly adopted by the Board shall give the Board the authority to enforce the covenants, restrictions, rules and regulations in accordance with this Section.

1.3.1. Actions. The Board may take any or all of the following actions.

1.3.1.1. levy a fine against the Owner or Occupant which shall also be an Individual Assessment under Section 7.4.

1.3.1.2. to enter upon a Lot or portion thereof upon which or, as to which, such violation or breach exists and to summarily abate and remove at the expense of the Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration, and the Board or its agents shall not be thereby deemed guilty in any manner of trespass or wrongful act.

1.3.1.3. to institute appropriate legal proceedings to enjoin, abate or remedy the continuance of any breach.

1.3.1.4. undertake such dispute resolution methods such as mediation and arbitration, except that this provision shall not be construed as any requirement to do so as a condition precedent to legal proceedings.

1.3.2. Notice and Opportunity to be Heard. Prior to any action, the Board shall give the Owner and/or Occupant reasonable notice of the violation and an opportunity to be heard. Such notice and opportunity shall not be required in emergency situations or for repeated or continuing violations.

1.3.3. Individual Actions. Each Owner is empowered to enforce the covenants by appropriate legal proceedings or alternative dispute resolution methods.

ARTICLE X

INSURANCE AND CASUALTY LOSSES

1.1. Insurance. The Board or its duly authorized agent shall have the authority to and shall obtain such insurance as it may deem necessary to protect the Common Elements, the Owners, the Association and the Board.

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

ARTICLE XI

CONDEMNATION

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

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

ARTICLE XII

DEVELOPMENT RIGHTS

1.1. Submission of Additional Land. The Declarant reserves the rights to submit all or any portion of the Additional Land to the terms of this Declaration without consent of the Owners for a period of seven (7) years beginning with the date of recording of the Declaration. The submission shall be accomplished by the filing of a Supplemental Declaration identifying the Additional Land, the Lots and the Common Elements.

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

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

1.3.1. Easements for drainage and all utilities as shown on the Record Plats.

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

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

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

1.4. Assignment of Development Rights. The Declarant reserves the right to assign any or all of its Development Rights to any person or entity for the purpose of further development and improvement of the Property. No assignment shall be effective unless in a writing filed with the Recorder of Greene County, Ohio.

1.5. Transfer of Development Rights by Foreclosure. Unless otherwise provided in any mortgage securing the Property held by Declarant, in the case of foreclosure of such mortgage, deed in lieu of foreclosure, judicial sale, tax sale, sale under the U.S. Bankruptcy Code or receivership proceedings, of any portion of the Property held by the Declarant subject to the Development Rights herein reserved (including the Special Declarant Rights), a person acquiring title to such property, but only upon his request, succeeds to all such Development Rights. The judgment or instrument conveying title must provide for the transfer of such rights. Upon foreclosure sale, deed in lieu of foreclosure, judicial sale, tax sale, sale under the U.S. Bankruptcy Code or receivership proceedings, the Declarant ceases to have any of the rights herein reserved. A successor to the Development Rights held by a transferee who acquired such rights pursuant to this Section, may declare by a recorded instrument the intention to hold such rights solely for transfer to another person. Thereafter, until transferring such Development Rights to any person acquiring title to the Property subject to the Development Rights, or until recording an instrument permitting exercise of such rights, that successor may not exercise any of those rights, and any attempted exercise is void. So long as a successor declarant may not exercise any Development Rights under this section, such declarant is not subject to any liability as a declarant.

ARTICLE XIII

SPECIAL DECLARANT RIGHTS

1.1. Use for Sale Purposes. Declarant reserves for itself, its successors and assigns, and any Builder the right to maintain sales offices and models on the Lots. However, Declarant must grant prior approval of any sales office and model

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

1.3. Control of the Association.

1.3.1. Appointment of Trustees and Officers. The Declarant reserves the right to appoint and remove the members of the Board and the Officers of the Association during the Declarant Control Period which commences upon the recording of this Declaration and shall terminate no later than the earlier of.

1.3.1.1. sixty (60) days after the conveyance of seventy-five (75%) percent of the Lots (including Lots to be included on the Additional Land) to Owners other than Declarant or any Builder;

1.3.1.2. seven (7) years after recording of this Declaration.

1.3.2. Transition from Declarant Control. Not later than sixty (60) days after the conveyance of twenty-five (25%) percent of the Lots (including Lots to be included on the Additional Land) to Owners other than Declarant or any Builder, one Owner shall be elected to the Board by a vote of Owners other than Declarant or any Builder at which time no less than four (4) persons shall constitute the Board. Not later than sixty (60) days after the conveyance of fifty (50%) percent of the Lots (including Lots to be included on the Additional Land) to Owners other than Declarant or any Builder, an additional Owner shall be elected to the Board by a vote of Owners other than Declarant or any Builder at which time no less than five (5) persons shall constitute the Board.

1.3.3. Early Termination of Control. The Declarant may voluntarily surrender the right to appoint and remove trustees and officers before the termination of the period set forth above. In that event, the Declarant may require, for the duration of that period, that specified actions of the Association or the Board, be approved by Declarant before they become effective. Such voluntary termination shall be evidenced by a recorded instrument executed by the Declarant setting forth the termination of right to appoint and the actions which require Declarant's approval.

1.4. Declarant's Personal Property. The Declarant and any Builder reserve the right to retain all personal property and equipment used in sales, management, construction and maintenance of the premises that has not been represented as property of the Association. The Declarant and Builder reserve the right to remove, within One (1) year after the sale of the last Lot, from the Property any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

1.5. Right to Amend Documents. Notwithstanding anything above to the contrary, this Declaration may be amended at any time without the vote of Owners by a written instrument executed by the Declarant for the purpose of eliminating or correcting any typographical or other inadvertent error herein; eliminating or resolving any ambiguity herein; making nominal changes; clarifying Declarant's original intent; making any change necessary or desirable to meet the requirements of any institutional lender, the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other agency which may insure or purchase loans on a Lot. No such amendment, however, shall materially

affect any Owner's interest in the Association or the Common Elements. Each Owner and his mortgagees, by acceptance of a deed to a Lot or a mortgage encumbering such Lot, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by Declarant as provided in the immediately preceding sentence. All such Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by a Declarant to be necessary or proper to effectuate the provisions of this paragraph.

ARTICLE XIV

DURATION, AMENDMENT AND TERMINATION

1.1. Duration. This Declaration, and its provisions, shall be covenants running with the land and shall bind the property and shall (regardless of whether any such beneficiary owns an interest in any Lot) inure to the benefit of and be enforceable by Declarant, the Association, and each Owner, Occupant and their legal representatives, heirs, devisees, successors and assigns and shall continue in full force and effect for twenty (20) years from the date on which this Declaration is recorded. Thereafter this Declaration shall be automatically renewed for successive ten-year periods unless amended or terminated as provided in this Article.

1.2. Amendment. Except as provided in Section 13.5, prior to the end of the Declarant Control Period, any provision of this Declaration may be amended in whole or in part by a recorded instrument executed by Declarant, approved by the Owners of at least 75% of all Lots.

1.2.1. Except as provided in this Section 13.5, after the end of the Declarant Control Period, any provision of this Declaration may be amended in whole or in part by a recorded instrument approved by the Owners of at least seventy-five (75%) percent of all Lots.

1.2.2. All Amendments shall be executed by the Declarant, and any Builder, if required, and shall be executed by the President and Secretary of the Association. Such Amendment shall certify that the proper notices were sent and that the requisite vote was obtained.

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

1.3.1. Consent Required. This Declaration may be terminated with approval of The City of Beavercreek and only upon consent of Eighty (80%) Percent of the Owners, and if during the Declarant Control Period, by consent of the Declarant.

1.3.2. Agreement to Terminate. No termination shall be effective unless an agreement to terminate is filed for record with the Greene County Recorder. This agreement shall be executed in the same manner as amendments provided above. The agreement shall provide for disposition of the Common Elements, disposition of Association funds and other resolutions and provisions necessary to terminate the regime and wind up the affairs of the Association.

ARTICLE XV

MORTGAGEE PROTECTIVE PROVISIONS

1.1. The following provisions are included herein for the benefit of the holders of first mortgages on any Lot within the Property in order to permit compliance with the requirements of Federal Home Loan Mortgage Corporation (FHLMC) as a condition to the purchase of loans on Lots in the Property. The covenants and provisions hereinafter set forth shall run in favor only of the first mortgage holders, and the provisions hereinafter set forth may be altered, amended, revised or rescinded by actions of the Board of Trustees of the Association, without approval of the Members of the Association, but only without such approval to the extent that such alteration, amendment, revision or rescission is necessary to comply with the requirements of FHLMC.

1.2. It is provided as follows:

1.2.1. Unless at least two-thirds (66-2/3%) of the first mortgagees (based upon one vote for each first mortgage owned) or Owners (other than the Declarant or Developer) of the individual Dwelling Units in the Property have given their prior written approval, the Association shall not be entitled to:

1.2.1.1. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common property owned, directly or indirectly, by such homeowners association for the benefit of the Dwelling Units in the Property (the granting of easements for public utilities or for other public purposes consistent with the intended use of such common property by the Association shall not be deemed a transfer within the meaning of this clause);

1.2.1.2. change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot;

1.2.1.3. (by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Dwelling Units, the exterior maintenance of Dwelling Units, the maintenance of Dwelling Units, the maintenance of the common property party walks or common fences and driveways, or the upkeep of lawns and plantings in the Property);

1.2.1.4. fail to maintain fire and extended coverage on insurable Common Elements on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost);

1.2.1.5. use hazard insurance proceeds for losses to any Common Elements for other than the repair, replacement or reconstruction of such common property.

1.2.2. First mortgagees of Lots and Dwelling Units may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Elements and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such common property and first mortgagees making such payments shall be owed immediate reimbursement therefor from the homeowners association. All first mortgagees of Dwelling Units in the Property shall be entitled to such reimbursement.

1.2.3. No Unit Owner, or any other party, has priority over any rights of any first mortgagee of a Lot and Dwelling Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or taking of Common Elements.

1.2.4. A first mortgagee, upon request, is entitled to written notification from the homeowners association of any default in the performance by the individual Dwelling Unit Borrower of any obligation under the constituent documents which is not cured within sixty (60) days.

ARTICLE XV

MISCELLANEOUS

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

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

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

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

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

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

1.8. Conflict. In the event of a conflict between a restriction, covenant, condition, easement or obligation herein and those of any instrument of the Association which may be recorded subsequent to this Declaration, the more restrictive restriction, covenant, condition, easement or other obligation shall control.

IN WITNESS WHEREOF, Canterbury Trails, LLC, has caused this Declaration to be executed, this _____ day of _____, 2002.

***Signed and Acknowledged
in the Presence of:***

(Signature)

Canterbury Trails, LLC

(Printed Name)

by: _____

(Signature)

(Printed Name)

STATE OF OHIO)
)ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me, this _____ day of _____, 2002, by _____, _____ of **Canterbury Trails, LLC**, an Ohio corporation, on behalf of the corporation.

Notary Public, State of Ohio

EXHIBIT A

Situated in Sections 23 & 29, Town 3, Range 7, City of Beavercreek, Greene County, Ohio, and being known as Lot 1-36 inclusive of The Woodland at Canterbury Trails (Canterbury Trails Section Nine) recorded at Plat Book 34, Pages 857B, 858A, 858B, 858A of the Greene County, Ohio Records.

Lot Number	Parcel Number
Lot 1	B42-4-12-294
Lot 2	B42-4-12-295
Lot 3	B42-4-12-296
Lot 4	B42-4-12-297
Lot 5	B42-4-12-298
Lot 6	B42-4-12-299
Lot 7	B42-4-12-300
Lot 8	B42-4-12-301
Lot 9	B42-4-21-1
Lot 10	B42-4-21-2
Lot 11	B42-4-21-3
Lot 12	B42-4-21-4
Lot 13	B42-4-21-5
Lot 14	B42-4-21-6
Lot 15	B42-4-21-7
Lot 16	B42-4-21-8
Lot 17	B42-4-21-9
Lot 18	B42-4-21-10
Lot 19	B42-4-21-11
Lot 20	B42-4-21-12
Lot 21	B42-4-21-13
Lot 22	B42-4-21-14
Lot 23	B42-4-21-15
Lot 24	B42-4-12-302
Lot 25	B42-4-12-303
Lot 26	B42-4-12-304
Lot 27	B42-4-12-305
Lot 28	B42-4-12-306
Lot 29	B42-4-12-307
Lot 30	B42-4-12-308
Lot 31	B42-4-12-309
Lot 32	B42-4-12-310
Lot 33	B42-4-12-311
Lot 34	B42-4-12-312
Lot 35	B42-4-12-313
Lot 36	B42-4-12-314

EXHIBIT B
Additional Land

The Additional Land shall consist of the

First Amendment to the Declaration of
Covenants, Conditions, Restrictions and
Reservation of Easements for
The Woodlands at Canterbury Trails
Homeowners Association, Inc.

WHEREAS, the Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements of The Woodlands at Canterbury Trails Homeowners Association, Inc. was recorded in Volume 1734, page 410 of the Official Records of the Greene County, Ohio Recorder (hereinafter the "Declaration");

WHEREAS, the Declaration and its subsequent amendments are binding upon all owners of the property described in Exhibit "A", attached hereto;

WHEREAS, the owners desire to amend the Declaration to change the name of the Declarant to reflect its proper business status as an Ohio limited liability company;

WHEREAS, the Declaration at Article XIV, Section 14.2 provides that prior to the end of the Declarant Control Period, any provision of the Declaration may be amended in whole or in part by a recorded instrument executed by Declarant, approved by the Owners of at least seventy-five percent (75%) of the Lots;

NOW THEREFORE, the Declaration is hereby amended as follows:

1. The first paragraph of the preamble to the Declaration is hereby deleted and the following substituted in its place:

Declarant, **Canterbury Trails, LLC**, an Ohio limited liability company, is the owner of certain real estate in The City of Beavercreek, Greene County, Ohio, described in Exhibit "A", attached hereto and incorporated herein (hereinafter referred to as "Property").

2. Article I, Section 1.10 is hereby deleted and the following substituted in its place:

1.10 Declarant. "Declarant" means Canterbury Trails, LLC, an Ohio limited liability company.

As amended herein, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, Joseph F. Farruggia, Managing Member of Canterbury Trails, LLC, an Ohio limited liability company, has executed this Amendment this ____ day of June, 2002 by and on behalf of the company.

Signed and Acknowledged
in the Presence of:

CANTERBURY TRAILS, LLC
An Ohio limited liability company

(Signature)

By: Joseph F. Farruggia
Its: Managing Member

(Printed Name)

(Signature)

(Printed Name)

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

The foregoing instrument was acknowledged before me this ____ day of June, 2002 by Joseph F. Farruggia, Managing Member of Canterbury Trails, LLC, an Ohio limited liability company, by and on behalf of the company.

NOTARY PUBLIC

AFFIDAVIT

Now comes the Affiant, being first duly sworn and cautioned, and hereby states as follows:

1. I am the Managing Member of the Declarant, Canterbury Trails, LLC, an Ohio limited liability company.
2. The Woodlands at Canterbury Trails development is under Declarant Control.
3. As set forth in Article XIV, Section 14.2 of the Declaration, I attest that the Owners of at least seventy-five percent (75%) of the Lots have affirmatively voted to amend the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for The Woodlands at Canterbury Trails Homeowners Association, Inc.
4. A true and accurate copy of the First Amendment to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for The Woodlands at Canterbury Trails Homeowners Association, Inc.

Signed and Acknowledged
in the Presence of:

CANTERBURY TRAILS, LLC
An Ohio limited liability company

(Signature)

By: Joseph F. Farruggia
Its: Managing Member

(Printed Name)

(Signature)

(Printed Name)

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

The foregoing instrument was acknowledged before me this ____ day of June, 2002 by **Joseph F. Farruggia**, Managing Member of **Canterbury Trails, LLC**, an Ohio limited liability company, by and on behalf of the company.

NOTARY PUBLIC

Instrument Prepared by:
Amy Schott Ferguson, Esq.
CUNI, FERGUSON, WOLFGANG
& LEVAY CO., L.P.A.
10655 Springfield Pike
Cincinnati, Ohio 45215

EXHIBIT A

Situated in Sections 23 & 29, Town 3, Range 7, City of Beavercreek, Greene County, Ohio, and being known as Lots 1-36 inclusive of The Woodlands at Canterbury Trails (Canterbury Trails Section Nine) recorded at Plat Book 34, Pages 857B, 858A, 858B, and 858A of the Greene County, Ohio Records.

Lot Number	Parcel Number	Lot Number	Parcel Number
Lot 1	B42-4-12-294	Lot 19	B42-4-21-11
Lot 2	B42-4-12-295	Lot 20	B42-4-21-12
Lot 3	B42-4-12-296	Lot 21	B42-4-21-13
Lot 4	B42-4-12-297	Lot 22	B42-4-21-14
Lot 5	B42-4-12-298	Lot 23	B42-4-21-15
Lot 6	B42-4-12-299	Lot 24	B42-4-12-302
Lot 7	B42-4-12-300	Lot 25	B42-4-12-303
Lot 8	B42-4-12-301	Lot 26	B42-4-12-304
Lot 9	B42-4-21-1	Lot 27	B42-4-12-305
Lot 10	B42-4-21-2	Lot 28	B42-4-12-306
Lot 11	B42-4-21-3	Lot 29	B42-4-12-307
Lot 12	B42-4-21-4	Lot 30	B42-4-12-308
Lot 13	B42-4-21-5	Lot 31	B42-4-12-309
Lot 14	B42-4-21-6	Lot 32	B42-4-12-310
Lot 15	B42-4-21-7	Lot 33	B42-4-12-311
Lot 16	B42-4-21-8	Lot 34	B42-4-12-312
Lot 17	B42-4-21-9	Lot 35	B42-4-12-313
Lot 18	B42-4-21-10	Lot 36	B42-4-12-314

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATION OF EASEMENTS FOR THE WOODLANDS AT
CANTERBURY TRAILS HOMEOWNERS ASSOCIATION, INC.**

This Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for The Woodlands at Canterbury Trails Homeowners Association, Inc. (the AAssociation@) is made this _____ day of _____ 2004.

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for The Woodlands at Canterbury Trails is recorded in Official Record Book 1734, Page 410 of the Greene County, Ohio Records; and

WHEREAS, the First Amendment to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for The Woodlands at Canterbury Trails was recorded on June 5, 2002 at Volume 1742, Page 574 of the Greene County, Ohio Records; and

WHEREAS, the Declarant, Canterbury Trials, LLC reserved the unilateral right to amend the Declaration to add Additional Property Land pursuant to Article XII, Section 12.1 of the Declaration; and

WHEREAS, Canterbury Trails, LLC desires to add a portion of the Additional Land, which has recently been platted;

NOW THEREFORE, the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for The Woodlands at Canterbury Trails is hereby amended by annexation of the Property described in Exhibit AA@ attached hereto.

Said Property is hereby declared to be made subject to the Declaration which shall be binding upon all parties having any rights, title, or interest in the property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, this instrument has been executed this _____ day of _____, 2004 by Canterbury Trails, LLC, an Ohio corporation.

Signed and Acknowledged
in the Presence of:

CANTERBURY TRAILS, LLC
An Ohio Corporation

Print _____

Print _____

By: Joseph F. Farruggia
Its: Managing Member

STATE OF OHIO)
) SS
COUNTY OF HAMILTON)

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 2004 by Joseph F. Farruggia, Managing Member of Canterbury Trails, LLC, an Ohio corporation, by and on behalf of the corporation.

Notary Public

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

EXHIBIT A

Situated in Sections 23 and 29, Town 3, Range 7, City of Beavercreek, Greene County, Ohio, and being known as Lots 37 through 60, inclusive of The Woodlands at Canterbury Trails (Canterbury Trails Section _____) recorded in Plat Book 35, Pages 138B, 139A, and 139B of the Greene County, Ohio Records.

Lot Number	Parcel Number
Lot #37	B42-4-21-16
Lot #38	B42-4-21-17
Lot #39	B42-4-21-18
Lot #40	B42-4-21-19
Lot #41	B42-4-21-20
Lot #42	B42-4-21-21
Lot #43	B42-4-21-22
Lot #44	B42-4-21-23
Lot #45	B42-4-21-24
Lot #46	B42-4-21-25
Lot #47	B42-4-21-26
Lot #48	B42-4-21-27
Lot #49	B42-4-21-28
Lot #50	B42-4-21-29
Lot #51	B42-4-21-30
Lot #52	B42-4-21-31
Lot #53	B42-4-21-32
Lot #54	B42-4-21-33
Lot #55	B42-4-21-34
Lot #56	B42-4-21-35
Lot #57	B42-4-21-36
Lot #58	B42-4-21-37
Lot #59	B42-4-21-38
Lot #60	B42-4-21-39

