



Bylaws

DEFINITIONS

Section 1.1. Definitions. The following terms when used in this Declaration have the following meanings:

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

B. "Association" shall mean and refer to Tanglewood Homeowners' Association, and its successors and assigns.

C. "Board" and "Board of Trustees" mean the Board of Trustees of the Association as provided in the Articles of Incorporation and By-Laws of the Association.

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

E. "Common Areas" shall mean and refer to all real property, including structures thereon, owned by the Association for the benefit, use and enjoyment of its Members.

F. "Declarant" shall mean and refer to Bramblewood Development, Inc., an Ohio Corporation, its successors and assigns.

G. "Living Unit" shall mean and refer to any portion of a building situated upon the Property designed and intended for use and occupancy as a residence by a single family.

H. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property with the exception of land designed by Declarant to be conveyed to the Association as Common Areas and shall include Lots added by election pursuant to Section 2.2 of Article II hereof.

I. "Member" shall mean any one of those Owners who are members of the Association as provided in its Articles of Incorporation.

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

K. "Property" shall mean and refer to all of the lots of Tanglewood, as described herein, and such additions thereto as may hereafter be annexed pursuant to Article II.

ANNEXATION

Section 2.1. Annexation of Additional Property. The Declarant, its successors and assigns, as owner of said real estate, may annex to this Declaration the real property, or any part thereof, described in Exhibit "B" attached hereto, without the assent of the members of the Association, within seven (7) years after the date this Declaration is filed for record. However, the Declarant is not bound to annex any of said property to this Declaration, and until such time as any of said property is annexed, the same shall not be subject to the provisions of this Declaration.

Section 2.2. Other Lots Entitled to Membership. At any time within five years from the date this Declaration is filed for record, the record owners of any of the property described in Exhibit B-1, with the specific consent of Declarant, shall have the right to subject their individual Lots to permanent membership in the Association for the purpose of use of the recreational facilities to be located upon the Common Areas. Upon such election, together with the written consent of Declarant which shall be in writing and confirmed by the Secretary of the Board of Trustees, and filed for record in Clermont County, Ohio, such Lot and its owners shall be entitled to full rights of membership as provided in Article IV hereof, including voting rights, and shall be subject to and liable for all assessments for maintenance, operation and replacement of the recreational facilities and Common Areas upon which they are located including charges for maintenance of other Common Areas such as sign and landscape easements, street islands and planting areas not dedicated on a subdivision plat. Any such election, once made, shall become permanent and shall become appurtenant to and run with the property, and may not be withdrawn or terminated. No such election shall be binding upon the first mortgagee of the Lot at the time of election without written consent of such mortgagee and may be terminated by it in the event of foreclosure or deed in lieu thereof.

Section 2.3. Procedure. Any annexations made pursuant to Section 2.1 of this Article II, or otherwise, shall be made by recording a supplement to this Declaration with the Recorder of Clermont County, Ohio, which Supplementary Declaration shall extend this Declaration to such annexed property. Such Supplementary Declaration may contain such additional covenants, conditions, restrictions, easements and liens as the Declarant shall deem appropriate for the purpose of completing the development of the Property.

ARTICLE III

PROPERTY RIGHTS

VOL 732 PAGE 793

Section 3.1. Owner's Right of Enjoyment. Every owner and, in the case of rented living units, such owner's tenants, shall have a right to and easement for the enjoyment of, in, and to the Common Areas, and such right and easement shall be appurtenant to and shall pass with the title to every lot, subject to the following:

A. The right of the Association, in accordance with its Articles of Incorporation and Regulations, to borrow money for the purpose of improving the Common Areas, and in aid thereof to mortgage said property. The Association shall not mortgage the Common Areas except by resolution approved by two-thirds (66-2/3%) of the total number of votes held by the owners of each class;

B. The right of the Association to levy annual and special assessments and to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;

C. The right of the Association to permit the use of the Common Areas and recreational facilities by non-members of the Association for such fees as may be established by the Association's Board of Trustees.

D. The right of the Association to suspend the voting rights and the rights to use of the Common Areas and recreational facilities for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of published rules and regulations. Assessments shall continue during any suspension period;

E. The right of the Association to limit the number of guests of owners;

F. The right of the Association to grant easements over or to dedicate or transfer all or any part of the Common Areas to any public agency, authority, utility, or other persons or entities for such purposes and subject to such conditions as may be agreed upon by the members. No such grant, dedication or transfer shall be effective unless an instrument approved by two-thirds (2/3) of each class of members agreeing to such grant, dedication or transfer at a meeting called for such purpose has been recorded upon the public records of Hamilton County, Ohio;

G. The right of the Declarant, its successors and assigns, or any successor Developer, to make any improvements they deem proper upon the Common Areas, even after their conveyance to the Association.

H. The right of the Declarant, its successors and assigns, and the Association, to erect and maintain signs and landscaping within sign and/or landscape easements upon lots, as shown upon any plat of subdivision of the Property.

I. The right of the Association to promulgate and enforce reasonable rules and regulations governing the use of the recreational facilities and open space areas located upon the Common Areas.

Section 3.2. Title to Common Areas. Title to the Common Areas shall be conveyed to the Association free and clear of all liens and encumbrances;

provided, however, that the Declarant shall have the right from time to time to reserve for the purpose of development of the Property all or any portion of the Property for various easements and rights-of-way, together with the right to dedicate same where applicable and customary and the right of ingress and egress across the Common Areas in connection with the development of the Property. The Declarant's rights hereunder shall not unreasonably interfere with the Owners' easement of enjoyment.

Section 3.3. Delegation of Use. Any Owner may delegate, in accordance with the applicable Regulations of the Association, his right of enjoyment in the Common Areas to the members of his family resident in the Living Unit, guests, his tenants, or contract purchasers who reside on the Lot. If any owner is a non-occupant and so delegates his rights herein to a tenant or contract purchaser such owner will forfeit his right to use of the Common Areas during such non-occupancy.

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 4.1. Members. Every Lot Owner shall be a member of the Association, and such membership shall be appurtenant to and may not be separated from ownership of any Lot. The Declarant shall be a member of the Association so long as it qualifies as a Class A or Class B member as defined below.

Section 4.2. Classes and Voting Rights. The Association shall have two (2) classes of voting membership:

- A. Class A - Except as provided below, Class A members shall be all Lot Owners except the Declarant, and Class A members shall be entitled to one (1) vote for each such Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the Owners determine, but in no event shall more than one (1) vote be cast with respect to any Lot.
- B. Class B - Class B member shall be the Declarant (as defined in the Declaration), and such member shall be entitled to such number of votes as will constitute seventy-five percent (75%) of the total voting power of the Association, so long as the Class B membership continues to exist. The Class B membership shall cease to the extent permitted by Ohio Law and shall be converted to Class A membership with one vote for each Lot owned, on the happening of either of the following events, whichever occurs earlier:
- (a) When all of the real property described in Exhibit "B" has been annexed to this Declaration and seventy-five percent (75%) of the Lots included herein have been sold by the Declarant and conveyed to individual lot owners;
- (b) Five (5) years after the date this Declaration is filed for record.

Provided, further, that nothing herein shall be construed to prohibit the Class B member from converting all its Class B membership to Class A membership with the results set forth above at any time earlier by written statement executed by the Declarant and delivered to the Association.

ARTICLE V

ASSESSMENTS

VOL 732 PAGE 795

Section 5.1. Covenant for Assessments. The Parties hereto, and each person, group of persons or entity which becomes an Owner of a Lot, whether or not it shall be so expressed in any deed or other conveyance, shall be deemed to covenant and agree to pay the Association: (1) annual assessments; (2) special assessments for capital improvements or other services provided by the Association; (3) individual assessments; and such assessments to be fixed, established and collected from time to time as hereinafter provided. All assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, including, but not limited to, reasonable attorneys' fees, shall be a charge on and shall be a continuing lien upon the Lot and improvements against which such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person, group of persons or entity who was the Owner of such property and Lot at the time when the assessment fell due.

Section 5.2. Purpose of Assessments. The assessment levied by the Association shall be used to maintain, promote, protect and enhance the value of the Common Areas.

Section 5.3. Annual General Assessments. An annual general assessment shall be levied on the lots and members owning lots in such amount as determined by the Association to provide and be used for the purpose of: (a) providing grass cutting and maintenance of all trees and shrubbery located on any of the Common Areas; (b) providing maintenance and operation of all private streets, parking lots, buildings, improvements and recreational installations and structures erected on the Common Areas, including clubhouse, swimming pool, tennis courts, fences, and all personal property and equipment maintained thereon, and the maintenance of all open spaces, private streets and landscaping islands on Common Areas, or within public streets, including signs and landscaping within landscape easements upon Lots, as shown upon any plat of Subdivision of the Property; (c) providing fire and extended coverage insurance, and vandalism and malicious mischief coverage wherever possible (or such other varieties of insurance as may be agreed to by the Association and the Lot Owners, including the cost thereof), all of such insurance policies shall be payable to the Association as trustee for the Lot Owners, the Association, and their mortgagees, as their interests may appear, the proceeds of which shall be used to restore or replace a building or any improvements damaged or destroyed by any peril covered by said insurance; (d) real estate taxes and assessments on Common Areas; (e) service charges for sewer, water and other utility lines serving Common Areas; (f) management, supervision, legal and accounting expenses; (g) providing reasonable reserves for contingencies, replacements, maintenance, repairs, other costs incurred by the Association, and working capital of at least two (2) months' estimated charges for each lot; and (h) other maintenance and repair of Common Areas as further detailed in Section 6.1 and Section 6.2 of this Declaration.

Section 5.4. Special Assessments. In addition to the annual and individual assessments authorized by this Article, the Association may levy special assessments, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, or unexpected repair or replacement, of a capital improvement located upon the Common Areas, provided (except in the case of insufficient insurance as set forth in Article VII, Section 7.6) such special assessments shall have the assent of 66-2/3% of the total number of votes held

by the Members of each class. A meeting of the Members shall be duly called for this purpose, written notices of which shall be sent to all Members at least fifteen (15) days in advance of such meeting, which notice shall set forth the purpose of the meeting.

Section 5.5. Individual Assessments. In the event that any damage is caused to any of the Common Areas through the willful or negligent act of the Lot Owner, his family, tenants, guests or invitees, the Board shall have the obligation to correct or repair any such damage, and the costs thereof shall be added to and become a part of the assessment against the individual Lot owned by the Lot Owner, or his family, tenants, guests or invitees causing such damages.

Section 5.6. Basis and Apportionment of Assessments. Both annual and general assessments and special assessments, as provided for in Sections 5.3 and 5.4 shall be apportioned equally upon all of the lots of the Subdivision, including Lots added pursuant to Section 2.2 of Article II hereof.

Section 5.7. Commencement of Assessments. The annual assessment for each Lot shall commence on the first day of the month following the conveyance of the Lot from the Declarants or a builder, to a permanent buyer. Provided, however, that no assessments shall commence until such time as Declarants have submitted Common Areas to this Declaration and conveyed the same to the Association, making it necessary for the Association to maintain same. All assessments shall be payable in advance in equal quarterly installments. Failure to mail notices by the dates required shall not affect the rights of the Association to assess Lots as provided herein.

It shall be the duty of the Board of Trustees of the Association to fix the amount of the general assessments applicable to each Lot annually. The Board of Trustees shall make reasonable efforts to fix such amounts, in advance, by the first day of December of each year, and shall, at that time, prepare a roster of the Lots and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Lot Owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the Owners of any Lot subject thereto. Annual assessments shall become a lien on each Lot on January 1 of each year. Failure to mail notices by the dates required shall not affect the right of the Association to assess lots as provided herein.

Individual and special assessments shall be fixed by the Board of Trustees as provided in this Article, which assessments shall become a lien on the Lots on the date that the Board mails written notice of any such assessment to the Owners of any Lot subject thereto.

Section 5.8. Assessments Certificates. The Association shall, upon demand, at any reasonable time, furnish to any Lot Owner liable for assessments or to his designee a certificate in writing signed by an officer or other authorized agent of the Association, setting forth the status of said assessments, i.e., whether the same are paid or unpaid and the amount outstanding. Such certificate shall be conclusive evidence of the payments of any assessments therein stated to have been paid. A charge not to exceed Fifteen Dollars (\$15.00) may be levied in advance by the Association for each Certificate so delivered.

Section 5.9. Non-Payment of Assessment. Any assessment levied pursuant to these covenants which is not paid on the date when due shall be delinquent and shall, together with such interest thereon and cost of collection thereof, as

hereinafter provided, including reasonable attorney's fees, thereupon become a continuing lien which shall bind such Lot in the hand of the then Owner, his heirs, devisees, personal representative and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall include a penalty of Five Dollars (\$5.00) per month, and the Association may bring an action at law against the Owner personally obligated to pay the same, or to foreclose the lien against the Lot, in either of which events, interest, costs and reasonable attorneys' fees shall be added to the amount of each assessment. No owner may waive or otherwise escape liability for the assessment herein provided for by non-use of any Common Areas or abandonment of his Lot. To the extent any assessment lien is not paid out of the proceeds of a foreclosure sale, and is discharged, the amount thus unpaid shall be deemed to be common expenses and shall be levied against all of the Lots subject to such original type of assessment, at the time of the first assessment of the same type or types next following such next Annual General assessment, and such additional levy shall not be limited by the maximum increase limitation provided for in Section 5.7, nor shall it count as part of the increase allowable thereby.

Section 5.10. Subordination of Lien to First Mortgage. Any lien for delinquent assessments, as provided in Section 5.9, shall be subordinate to a first mortgage on the Lot, if said first mortgage was recorded before the delinquent assessment came due.

When the mortgagee 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 of the first mortgage, such acquirer of title, his or its heirs, successors and assigns, shall not be solely liable for the share of the assessment by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer and any lien against such Lot shall be cancelled and voided, and shall become unenforceable. Such unpaid share of assessment shall be deemed to be common expenses collectible from all of the Lots, including that of such acquirer, his or its heirs, successors and assigns.

MAINTENANCE

Section 6.1. Maintenance of Common Lots. The Association shall be responsible for the care and maintenance of the Common Areas, including both interiors and exteriors of the structures erected thereon and all landscaping, and including signs or landscaping erected or placed within landscape easements upon Lots by either the Declarant or the Association, as long as the Association elects to continue the existence of same.

Section 6.2. Reserves. The Association shall establish and maintain a reserve account containing such amounts as the Board of Trustees shall annually determine to be necessary to adequately meet the cost of all anticipated repairs, replacements and maintenance activities required of it under this Declaration. Such account shall be funded from the annual general assessments provided for in Article V, Section 5.3.

Section 6.3. Professional Management Contracts. The Association may delegate all or any portion of its authority to discharge its responsibilities herein to a manager or managing agent. Any management agreement shall not exceed three (3) years and shall provide for termination by either party without cause and without payment of a termination fee, on ninety (90) days or less written notice.

INSURANCE

Section 7.1. Fire, Extended Coverage and Standard "All Risks" Insurance. The Association shall maintain insurance for all buildings, structures and improvements constructed on the Common Areas against any loss or damage by fire, lightning and such other hazards as are ordinarily insured by a comprehensive fire, extended coverage and "all-risks" policies issued in the amounts at all times sufficient to prevent the Lot Owners from becoming coinsurers under the terms of any applicable coinsurance clause or provision and in no event less than the actual replacement cost of such buildings and structures, as determined from time to time by the insurer.

The insurance required hereby shall be obtained from a fire and casualty insurance company authorized to write such insurance in the State of Ohio which has a general policy holder rating of no less than A, as determined by the then latest edition of the Best's Insurance Reports or its successor guide, and shall be written in the name of the Association for the use and benefit of the Lot Owners and their mortgagees as their interests may appear. The Board and/or its authorized representatives shall have the exclusive right to negotiate and adjust all losses to the Common Areas. Unless the Board determines otherwise, all such insurance shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers or Trustees, and all Lot Owners and Occupants.

Section 7.2. Use of Fire Insurance Proceeds. Unless at least two-thirds (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 lots have given their prior written approval, the Association shall not be entitled to use hazard insurance proceeds for losses to the Common Areas for other than the repair, replacement or reconstruction of such Common Property.

Section 7.3. Liability Insurance. The Association shall obtain and maintain a comprehensive policy of public liability insurance covering all of the Common Areas, insuring the Association, the Trustees, and the Lot Owners and members of their respective families, tenants and occupants, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injury and/or property. This insurance shall include protection against such risks as are customarily covered with respect to developments similar in construction, location and use, as determined by the Board. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim for a Lot Owner, tenant or occupant because of negligent acts of the Association, the Board, or other Lot Owners, tenants, or occupants.

Section 7.4. Other Insurance. In addition, the Board may purchase and maintain contractual liability insurance, trustees' and officers' liability insurance, and such other insurance as the Board may deem desirable from time to time.

Section 7.5. Insufficient Insurance. In the event the improvements forming a part of the Common Areas or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, the Association shall advance such costs in excess of available insurance proceeds. The amount so advanced by the Association shall become a special assessment against all of the Lots, and such assessments shall have the same force and effect, and, if not

paid, may be enforced in the same manner as herein provided for the non-payment of assessments. The action required to be taken by the Association under this Section shall not require any vote of the members of the Association.

Section 7.6. Fidelity Bonds. The Board shall obtain fidelity bond coverage with respect to any person who either handles or is responsible for funds held or administered by the Association, in an amount no less than the maximum funds that will be in the custody of the Association or its management agent at any time while the bond is in force. Provided, however, the fidelity bond coverage must at least equal the sum of three months' assessments on all Lots in the project, plus the Association's reserve funds. A management agent handling funds for the Association shall also be covered by its own fidelity bond, naming the Association as an additional obligee, at the sole cost of said agent.

ARTICLE VIII
USE RESTRICTIONS

VOL 732 PAGE 802

Section 8.1. The covenants and restrictions set forth in this Article VIII are for the benefit of the Declarant and all lot owners of Tanglewood, and any portion of the land described in Exhibit "B" at such time as said property is annexed to this Declaration, and are to run with the land and shall be binding on all parties and all persons claiming ownership under them. These covenants and restrictions are not applicable to any real property other than the property submitted to this Declaration.

Section 8.2. Enforcement. It shall be lawful for the Declarant, the Association, or any other person or persons owning real property submitted to this Declaration to prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction herein contained and either to prevent him or them from doing so or to recover damages or other dues from such violation. Before any items of construction may be altered or demolished pursuant to this Section, judicial proceedings must be had against the owner.

Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

Section 8.3. Prohibited Uses.

A. No lot in this subdivision shall be used except for residential purposes. Each lot may contain one single family dwelling house which may include an attached garage. No Lot shall be used or occupied for the manufacture or sale of any articles.

B. Construction is prohibited on any building, structure, fence, wall, outbuilding, gazebo, or pool shelter until the plans and specifications have first been approved by the Declarant or the Declarant's designee. The Declarant or Declarant's designee shall have the sole discretion of approving or rejecting any and all plans as to design, grades, exterior materials, and the location of the building on the lot, but shall not be arbitrary. This prohibition shall last until such time as the Declarant herein has deeded the last lot in this subdivision.

Fences
C. Walls or fences to be erected on any lot shall be ornamental in character and until such time as the Declarant no longer owns any lots in Tanglewood the plans for any wall or fence shall be first approved by the Declarant. No wall or fence shall extend into the front yard beyond the front setback line of each respective residence except, however, one retaining wall or other wall required by nature of the contour of the lot. Permitted fences shall not exceed four (4) feet in height except fences surrounding swimming pools which may be higher when required by law. No allowed fences will be constructed using metal as the visible structural framework.

Animals
D. No hogs, goats, poultry, or other livestock shall be kept on any lot in this subdivision except, however, each residence shall be permitted ordinary household pets of not more than two dogs and two cats. No commercial breeding of any animals shall be permitted on any lot in this subdivision.

E. No structure or structures of a temporary character, trailer, barn or other outbuilding shall be constructed or used on any lot after the permanent residence on each respective lot has been completed. This shall not prohibit a small temporary sales office of the Declarant to be used while the subdivision is being developed.

F. No trucks of any kind shall be permitted to be parked within this subdivision for a period of more than eight hours, unless the same is actually being used for construction or repair work of a house in this subdivision. In no event will any truck be permitted to be parked in the subdivision overnight, unless said truck is in an enclosed garage. Passenger type station wagons, and vans (not exceeding 20 feet in length or having bath or cooking facilities) shall not be construed to be trucks but rather they are to be classified in the same category with any other passenger type vehicle.

G. No boats, trailers, mobile home, or house vehicles shall be permitted to be parked on any lot in the subdivision unless same is stored or parked in an enclosed garage except while loading, or cleaning which shall not exceed 12 hours. No buses shall be parked on any lot or street in this subdivision. No vehicle which constitutes an unsightly nuisance (as decided by the Association) or any unlicensed vehicle shall be permitted in this subdivision. These restrictions, with reference to vehicles as referred to in this paragraph shall not apply to vehicles used for the construction and development of this subdivision.

H. Any garage door that faces a public street must have an operable electric garage door opener installed at the time of construction. This electric operator is to be kept in good repair during the life of the building.

SALES

GARAGE

Garage ↑
Doors

MISCELLANEOUS

Section 9.1. Duration. Except where permanent or perpetual easements or other permanent rights or interests are herein created the terms and provisions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or by any of the Lot Owners, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date of recordation of this Declaration, after which the Declaration shall be automatically extended for successive periods of ten (10) years in perpetuity, unless a recorded instrument signed by the then Owners of two-thirds (2/3) of the Lots have been recorded, agreeing to terminate the Declaration.

Section 9.2. Amendment. The Declaration may be amended, from time to time, as follows:

A. By Declarant: The Declarant reserves the right and power and each Lot Owner by acceptance of a deed to a Lot is deemed to and does grant to the Declarant a Power of Attorney coupled with an interest which shall run with the title to the Lot, and shall be irrevocable except by Declarant for a period of three (3) years from the date hereof, to amend this Declaration to the extent necessary to conform to any requirements imposed or requested by any governmental agency, public authority or financial institution, (including the U.S. Department of Housing and Urban Development, the U.S. Veteran's Administration, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or similar agency), without the approval of the Lot Owners, or to the extent necessary to enable Declarant or any other Developer to meet any other reasonable need or requirement in order to complete the development of the property and to facilitate the making and marketing of first mortgages upon any of the Lots. Any amendment must be recorded and shall take effect only upon recording.

Amendments
B. By Lot Owners. This Declaration may be amended at any time by an instrument executed by persons or entities enabled to exercise sixty-seven (67) percent of the voting power of both classes of the Association and approved by eligible mortgage holders representing Lots having at least fifty-one (51) percent of the voting power; provided, however, that Declarant's rights hereunder may not be amended or altered without Declarants' prior written consent. Any amendment must be recorded and shall take effect only upon recording.

Section 9.3. Personal Liability. Nothing in this Declaration, the Articles or the By-Laws and Regulations of the Association, or any rules or regulations enacted pursuant to any of the foresaid, shall impose personal liability upon any member of the Board of Trustees or any officer of the Association acting in his capacity as such, for the maintenance, repair or replacement of part of the Common Areas or give rise to a cause of action against any of them except for damages resulting from their own willful omissions or misconduct and each person who becomes an Owner or Member hereby releases and discharges all persons now or hereafter serving as an Officer or Trustee, or both, from any liability for injury or damages to such member or Owner or to such member's or Owner's property and covenants not to initiate any legal proceedings against any such person or persons unless such said person is covered by insurance and in such event the amount of recovery shall be limited to the amount of insurance.

Section 9.4. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 9.5. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or to enjoin violation or to recover damages, and against the land to enforce any lien created by these covenants; and the failure or forbearance by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 9.6. Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way effect any other provision hereof, each of which shall remain in full force and effect.

Section 9.7. Conflicts. In the case of any conflict between this Declaration and either the Articles of Incorporation or the By-Laws of the Association, the Declaration shall control.

Section 9.8. Rights of Mortgage Holders. Any first mortgagee or mortgagees of Lots may, jointly or singly, pay any taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay any overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Common Areas, and such first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

The holder, insurer or guarantor of the first mortgage on any Lot may be entitled to timely written notice of the following:

- A. Any condemnation or casualty loss that affects either a material portion of the Common Areas;
- B. Any sixty (60) day delinquency in the payment of assessments or charges owed by the owner of any Lot on which it holds the mortgage;
- C. A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
- D. Any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

The Mortgage holder, insurer or guarantor shall send a written request to the Association, stating both its name and address and the Lot number or address of the Lot upon which it holds a mortgage, in order to obtain the foregoing notices.

Section 9.9. Condemnation.

In the event any Common Area or any portion thereof is made the subject matter of any condemnation or eminent domain proceedings or other sought to be acquired by a condemning authority, the proceeds of any award or settlement shall be distributed to the Association for the common benefit of the Lot owners and their mortgagees, as their interests appear.

IN WITNESS WHEREOF, the Declarant hereto has executed this Agreement on the date set forth hereinabove.

Signed and acknowledged in the presence of:

BRAMBLEWOOD DEVELOPMENT, INC., an Ohio Corporation

Carol A. Buzzelle
Witness

By: George M. Pritchard
George M. Pritchard, Vice President

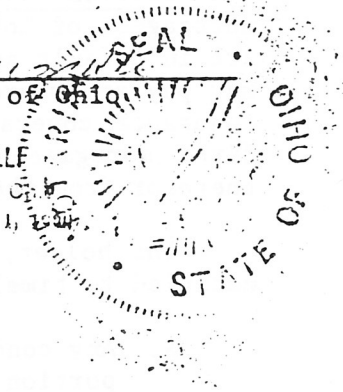
William Borek
Witness

By: William Borek
William Borek, Secretary

STATE OF OHIO, COUNTY OF HAMILTON, SS:

The foregoing instrument was acknowledged before me this 5th day of December, 1986, by George M. Pritchard, Vice President, and William Borek, Secretary of Bramblewood Development, Inc., an Ohio Corporation, on behalf of the corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal the day and year aforesaid.

Carol A. Buzzelle
Notary Public, State of Ohio
CAROL A. BUZZELLE
Notary Public, State of Ohio
My Commission Expires Nov. 1, 1991


This instrument prepared by: John P. Dumbacher, Attorney at Law
914 Main Street, Suite 500
Cincinnati, Ohio 45202
(513) 421-5400