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Tx:4325882

LINDA ODA

WARREN COUNTY RECORDER

2018-018349

DECLARATION

07/02/2018 9:24:39 AM

REC FEE: 44.00 PGS: 4

PIN:

**FIRST AMENDMENT TO
DECLARATION OF EASEMENTS AND COVENANTS**

11/44
THIS FIRST AMENDMENT TO DECLARATION OF EASEMENTS AND COVENANTS (this "Amendment"), is made this 28 day of June, 2018, by Savannah Farms, LLC, an Ohio limited liability company.

This Amendment amends that certain Declaration of Easements and Covenants dated May 16, 2017, and placed of record on May 22, 2017, in the Warren County Recorder's Office, having Instrument No. 2017-015370 (the "Declaration").

RECITALS

WHEREAS, Savannah Farms, LLC, is the Declarant, and pursuant to the terms of Section 4.4 of the Declaration, Declarant may amend the Declaration at any time 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; conforming to any requirements imposed or requested by any governmental agency, public authority or financial institution.

WHEREAS, the United States Postal Service has recently required the installation of community mailboxes (or Cluster Box Units) within the Subdivision. To accommodate such requirement, and for the ongoing benefit of the Subdivision generally concerning this matter and the maintenance and upkeep of other common spaces within the Subdivision, Declarant wishes to amend the Declaration pursuant to Section 4.4 of the Declaration as hereinafter set forth.

WITNESSETH:

(a) Terms that are capitalized in this Amendment but not specifically defined herein shall have the same meaning as those identically capitalized terms are defined in the Declaration. After this Amendment has been adopted and recorded, all references to the "Declaration" shall mean the Declaration as amended by this Amendment.

(b) Section 1.1 of the Declaration is hereby deleted in its entirety and is replaced by the following:

Exhibit A
(Legal Description of Property)

LOT #1	1.7837 ACRES	05-19-200-094
LOT #2	1.7353 ACRES	05-19-200-095
LOT #3	1.6939 ACRES	05-19-200-096
LOT #4	1.9547 ACRES	05-19-200-097
LOT #5	1.7238 ACRES	05-19-200-098
LOT #6	1.7329 ACRES	05-19-200-099
LOT #7	2.0480 ACRES	05-19-200-100
LOT #8	2.0215 ACRES	05-19-200-101
LOT #9	1.7311 ACRES	05-19-200-102
LOT #10	1.7263 ACRES	05-19-200-103
LOT #11	1.7561 ACRES	05-19-200-104
LOT #12	1.7188 ACRES	05-19-200-105
LOT #13	1.7461 ACRES	05-19-200-106
LOT #14	1.8502 ACRES	05-19-200-107
LOT #15	1.8848 ACRES	05-19-200-108

By: AU
2/20/14



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Tx:4325882

LINDA ODA
WARREN COUNTY RECORDER
2018-018348
DECLARATION
07/02/2018 9:24:38 AM
REC FEE: 44.00 PGS: 4
PIN:

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS (this "Amendment"), is made this 28 day of June, 2018, by Savannah Farms, LLC, an Ohio limited liability company.

4/44

This Amendment amends that certain Declaration of Covenants and Restrictions dated May 16, 2017, and placed of record on May 22, 2017, in the Warren County Recorder's Office, having Instrument No. 2017-015371 (the "Declaration").

RECITALS

WHEREAS, Savannah Farms, LLC, is the Declarant, and pursuant to the terms of Section 5.3 of the Declaration, Declarant may amend the Declaration at any time 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; conforming to any requirements imposed or requested by any governmental agency, public authority or financial institution.

WHEREAS, the United States Postal Service has recently required the installation of community mailboxes (or Cluster Box Units) within the Subdivision. To accommodate such requirement, and for the ongoing benefit of the Subdivision generally concerning this matter and the maintenance and upkeep of other common spaces within the Subdivision, Declarant wishes to amend the Declaration pursuant to Section 5.3 of the Declaration as hereinafter set forth.

WITNESSETH:

(a) Terms that are capitalized in this Amendment but not specifically defined herein shall have the same meaning as those identically capitalized terms are defined in the Declaration. After this Amendment has been adopted and recorded, all references to the "Declaration" shall mean the Declaration as amended by this Amendment.

(b) Section 1.1 of the Declaration is hereby deleted in its entirety and is replaced by the following:

Exhibit A
(Legal Description of Property)

LOT #1	1.7837 ACRES	05-19-200-094
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LOT #14	1.8502 ACRES	05-19-200-107
LOT #15	1.8848 ACRES	05-19-200-108

Dr. Au
1/25/00

TRANSFER NOT NECESSARY
MATT NOLAN, AUDITOR
WARREN COUNTY, OHIO

MAY 18 2017 *al*

MATT NOLAN
AUDITOR, WARREN CO. OHIO



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Tx:4261190

LINDA ODA

WARREN COUNTY RECORDER

2017-015371

DECLARATION

05/22/2017 9:18:42 AM

REC FEE: 108.00 PGS: 12

PIN:

12
108

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (this "Declaration"), is made this *16th* day of May, 2017, by Savannah Farms, LLC, an Ohio limited liability company, hereinafter sometimes referred to as the "Declarant."

WITNESSETH:

WHEREAS, the Declarant is the owner of the real property situated in the Township of Clearcreek, County of Warren, State of Ohio, as more particularly described in Exhibit "A" attached hereto (the "Property"), and commonly referred to as the Savannah Farms Subdivision (the "Subdivision");

WHEREAS, Declarant desires to develop the Property, and in connection with such development, Declarant desires to set forth certain rights, covenants, restrictions and obligations relating to the development and use of the Property, and further desires to encumber the Property as may be necessary to preserve, protect and maintain the Property;

WHEREAS the Declarant hereby subjects the Property to the rights, covenants, encumbrances, restrictions and obligations stated herein, the same of which shall run with the Property and be binding on all parties having any, title, or interest in the Property or any part thereof, their heirs, successors and assigns; and

NOW, THEREFORE, the Declarant, for the purpose of protecting the value and desirability of the Property, states as follows.

ARTICLE I
DEFINITIONS

The words in this Declaration which begin with capitalized letters, other than words which would be normally capitalized, unless the context otherwise requires, shall have the same meanings as the definitions of those words in this Article I.

1.1 “Common Elements” shall mean and refer to the subdivision entrance walls, roadways, signs, islands, landscape mounds, fences, storm water facilities, detention and retention ponds, drainage areas, public sidewalk, and landscaping constructed for the common use and enjoyment of the Owners, and such areas designated as “common areas,” “common elements,” or “open space” on the record plat or plats for the Property. Common Elements may be situated in easements created for the benefit of the Declarant.

1.2 “Declarant” shall mean and refer to Savannah Farms, LLC, an Ohio limited liability company, and its successors and assigns if such successors or assigns should acquire (a) all unsold Lots for the purpose of resale to Owners and/or (b) unplatted real property which adjoins the Property and which such successor or assign intends to develop into Lots and subject to the provisions of this Declaration.

1.3 “Development Period” shall mean the period commencing on the date of this Declaration and terminating on the date on which the Declarant owns no part of the Property.

1.4 “Lot” shall mean and refer to any parcel of land upon any recorded subdivision plat of the Property which may or may not contain a living unit and which is not designated as “common area” or “open space.”

1.5 “Monument Lot” shall mean and refer to the two Lots (Lot No. 1 and Lot No. 15, as such Lots are identified on the record plat of the Property) upon which the entrance monuments are situated.

1.6 “Owner” shall mean, for purposes of this Declaration, the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but shall not include any holder of a mortgage encumbering a Lot unless and until such holder has acquired title thereto pursuant to foreclosure or any proceeding or conveyance in lieu of foreclosure.

ARTICLE II **RESERVATION OF RIGHTS**

2.1 Declarant’s Reserved Rights. The Declarant (and its sales and leasing agents, customers and representatives) shall, during the Development Period, have unrestricted, non-exclusive access, to the monument area portion of the Monument Lots, without charge, for any sales, leasing, marketing, signage, display and exhibit purposes, and shall be granted unrestricted access, ingress and egress to the Monument Lots for such purposes.

2.2 Easements for Public Service Use. Declarant hereby grants, reserves and covenants for itself, and all future Owners, easements and the right to use and grant same for public services, including, but not limited to, entertainment or communication cable systems, lines, ducts and wiring,

all public utilities, and the right of the police, fire/rescue and emergency medical services, to enter upon any part of the Common Elements for the purpose of enforcing the law or rendering assistance to persons thereon.

2.3 Common Properties. As a part of the Common Elements, Declarant may, but is not obligated to, develop and construct certain improvements upon the lands within the Common Elements for the use, benefit, and enjoyment of the Owners. Such improvements may, but need not necessarily, include pedestrian walkways, bicycle paths, and such related improvement, amenities and facilities as Declarant, in its sole discretion, may determine. Some improvements, facilities and amenities may be intended and appropriately restricted for use by the Owners and their guests rather than the general public.

ARTICLE III **COVENANTS AND RESTRICTIONS**

The following covenants, conditions and restrictions are hereby created, declared and established over the Property:

3.1 No Lot shall hereafter be subdivided into parcels for additional residential purposes unless first approved in writing by Declarant.

3.2 No building shall be located nearer to the front Lot or nearer to the side street line than the building set-back line as shown on the recorded plat.

3.3 No noxious or offensive trades or activities shall be carried on upon any lot, nor shall anything be done thereon, which may be or become any annoyance or nuisance to the Subdivision.

3.4 No structure of a temporary character, including trailer, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence, either temporary or permanently. Construction or storage trailers or sheds are permitted for builders while buildings are under construction.

3.5 No Lot shall be used as a dumping ground for rubbish. Trash, junk, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage, or disposal of such material, shall be kept in a clean and sanitary condition, and shall not be visible from the street or neighboring lots.

3.6 No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, or other household pets may be kept, provided they are not kept or maintained for any commercial purpose. All animals shall be taken care of so as not to be neighborhood nuisances, and sanitary conditions must be maintained at all times. A maximum of (1) animal is permitted to be kept as an outside animal. Dog runs shall not be permitted.

3.7 No buildings, structures or other improvements of any kind shall be erected or placed on any Lot of this Subdivision without prior written approval of a detailed site plan showing the buildings, structures and other improvements and a separate building plan showing any buildings of the Declarant or his assigns. During the Development Period, all building plans and site layout plan are to be reviewed and approved by the Declarant or its assigns for square footage, outside elevations, materials, colors, building location, paving location and other site improvements of any kind. Declarant, or its assigns, shall approve or disapprove design plans, etc. within 15 days of submission by builder. Declarant may consider, in its sole discretion, the suitability of the proposed dwelling house, structures and other improvements of any kind and the materials of which any such items are to be built to the site upon which it is proposed to erect same, the harmony thereof with the surroundings, and the effect of the dwelling house, structures and other improvements of any kind as planned on the outlook from adjacent neighboring property. Submission of plans should be sent to 8534 Yankee Street, Attn: Savannah Farms Review, Dayton, Ohio 45458 along with a non-refundable plan review fee in the amount of \$250.00 payable to Design Homes & Development Co.

3.8 Owners shall be required to maintain storm water drainage ways on Owner's Lot in accordance with any drainage easements benefitting or encumbering the Property so as not to impede or interfere with the normal flow of water.

3.9 The total floor area of the main structure on any Lot, exclusive of open porches, garages, or steps shall not be less than one thousand six hundred (1,600) square feet, in the case of one (1) story structures and twenty-two thousand (2,200) square feet in the case of one and one half (1-1/2) story or more structures. The exterior of any building shall be fully completed within a period of seven months from the time construction is commenced.

3.10 Declarant or its assigns must approve landscaping plans prior to completion of dwelling construction. Landscaping requirements include a minimum of three (3) front yard shade trees (2" or larger diameter) and a minimum of five (5) other trees or shrubs. All sod, trees, shrubs, and seed must be installed prior to closing out of construction loan, or adequate escrow to insure completion of landscaping is agreed upon by the builder and lending institution. Builders and Owners of Lots shall be responsible, at their own cost, to ensure that the landscape plans adhere to any Clear Creek Township buffer and screening ordinances.

3.11 The grade on any Lot shall not be materially altered or changed so as to adversely affect or interfere with any other Owner.

3.12 Easements affecting Lots shown on the record plan are reserved for utility installation, maintenance, and surface water drainage. Any improvements made on any easement by an Owner are made at the risk of said Owner, its successors and assigns.

3.13 During the Development Period, each Lot shall use a mailbox and post approved by the Declarant. Thereafter, any mailboxes shall be reasonably uniform with all other mailboxes and posts in the Subdivision. Owners shall maintain and replace with equal quality and design if damaged or destroyed.

3.14 No fences, walls, building structures or hedges shall be erected or placed on any Lot nearer to any street than the minimum building set-back line as shown on the record plat. Declarant or its assigns must approve all fencing plans during the Development Period.

3.15 Owners shall be responsible for the cleaning and removal of mud or debris on the streets caused during construction. Responsible Owners may be billed by the Declarant for the cost of such cleaning and /or removal.

3.16 Owners shall be responsible for maintaining any roadway ditch along the frontage of their Lot. Owners are responsible to restore and seed the ditch areas disturbed due to any construction activity on their Lot and may be billed by the Declarant or its assigns for the cost of such restoration and any grading or seeding.

3.17 Owners are responsible to install the culvert for their drive in such a manner that it will not impede any drainage. In the case that the installed culvert impedes the proper drainage in the ditch, Owners will be responsible at their cost to adjust the culvert and grade the ditch to insure proper drainage. Owner is required to obtain culvert permit according to Warren County regulations.

3.18 Automotive or other vehicle repair shall not be permitted on any Lot. However, an owner shall be permitted to make minor repairs to his own licensed vehicle in his garage.

3.19 No worn out or discarded automobiles, machinery or vehicles or parts thereof shall be stored on any lot.

3.20 Any lighting used to illuminate yard areas shall be equipped with suitable shielding or be designed as to avoid casting direct light on any other Lot.

3.21 Each dwelling shall have public water and private sewage disposal, the location and construction of which shall be approved by the proper health authorities.

3.22 Satellite receivers are prohibited in front and side yards. During the Development Period, such devices may be installed in the rear yard or on the house if not visible from the street with the approval of the Declarant or its assigns. Such approval shall be conditioned upon compliance with any conditions the Declarant deems reasonable such as, location, size and screening.

3.23 No paving of any sort shall be installed on any Lot except to the extent specifically approved by this Declaration. Without limiting the foregoing, no basketball courts, tennis courts or other paved areas designated for recreational use shall be permitted unless approved by Declarant during the Development Period.

3.24 All public accessed utilities, specifically electric, telephone and cable TV shall be underground from existing service lines at nearest street point to primary residence on each Lot and shall be installed and maintained at the Owners expense.

3.25 No oil tanks are permitted.

3.26 No garage, barn, stable, or other accessory building shall be constructed or erected upon any Lot without the approval of Declarant during the Development Period.

3.27 No signs of any type shall be erected, posted or displayed upon Lot, excepting street and identification signs, excepting advertising signs installed by the Declarant or its assigns, and excepting one (1) temporary real estate sign, not exceeding five (5) square feet in area, erected upon any Lot advertising the property for sale or rent or signs used by builder to advertise the property during construction and sales period. If signs are not removed within forty-eight (48) hours of notification by Declarant, the Owner shall be subject to a One Thousand dollar (\$1,000) fine. During the Development Period, Declarant may secure such fines by placing a lien on the offending property. All builders' signs shall be removed from all Lots within thirty (30) days after occupancy, or earlier at the request of the Declarant.

3.28 The roof pitch on any residence or accessory building shall be a minimum of 5/12.

3.29 No above ground pools will be permitted. In-ground pools must comply with setback and easement restrictions according to Clear Creek Township and must be approved prior to installation by Declarant during the Development Period.

3.30 All driveways shall be concrete, brick, asphalt or pavers with exception to flag lots may be asphalt. All driveways shall be completed within eighteen (18) months after Owner occupancy.

3.31 Lots 1 and 15 shall be responsible to maintain the monument and grass areas on their perspective Lots, as more fully described in that certain Declaration of Easements and Covenants placed of record on or about the time of this Declaration.

3.32 Lots 4, 7, and 8 shall maintain any water retention or detention areas on their respective Lots, as more fully described in that certain Declaration of Easements and Covenants placed of record on or about the time of this Declaration.

3.33 In accordance with Federal Law at 40 CFR Part 122, the Declarant has been issued a National Pollutant Discharge Elimination System (NPDES) Permit by Ohio EPA. The permit number is OHR109852. It is required that each Lot owner file with the Ohio EPA an Individual Lot Notice Of Intent (NOI) Form before the start of any construction activity on the Lot. The Declarant retains no responsibility regarding any pollution to any water bodies resulting from construction activity on any Lot not owned by Declarant. Each Owner shall indemnify and hold Declarant harmless for any damages occurring from any pollution that occurs from any construction activity, or any other activity, that gives rise to any damages occurring or arising from the Owner's Lot.

ARTICLE IV **ENFORCEMENT**

4.1 Enforcement. The Declarant, the County, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, the County or by 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.

4.2 Variance. During the Development Period, the Declarant may grant a variance on any Lot that, in Declarant's sole discretion, Declarant determines is reasonable and well-suited for the Subdivision and Declarant's development purposes. Any request for a variance shall be delivered to Declarant, in writing. Declarant shall provide a response within fourteen (14) days after its receipt of any request. A failure by Declarant to respond within such period shall be deemed a rejection of the requested variance.

4.3 Fines and Assessments; Establishment of Lien. During the Development Period, it shall be lawful for the Declarant to levy a commercially reasonable fine or assessment against an Owner for violations of the covenants and restrictions established in this Declaration, or that are otherwise incumbent upon any Owner pursuant to the record plat or any other public record governing the Property, including, in each case, the foreclosure of a lien therefor. Any fine or assessment levied against an Owner shall be payable within fourteen (14) days and shall be a charge and secured by a continuing lien upon the Lot with respect to which such assessment is made. If not timely paid, the fine or assessment shall bear interest from the due date at the rate of eighteen (18%)

percent per annum, and a lien may be assessed against and placed of record in the county where the Lot is situated.

4.4 Effect of Non-Payment of Assessments. Upon any delinquency in payment, the Declarant may assert its remedies against the Owner. The Declarant may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot. No Owner or member may waive or otherwise escape liability for the assessments/fines provided for herein by abandonment or sale of the Owner's Lot. If any assessment/fine is not paid within thirty (30) days after its due date, the Declarant may mail an acceleration notice to the Owner and to any senior mortgagee of such Lot which has requested a copy of the notice. The notice shall specify (i) the fact that the assessment/fine is delinquent, (ii) the action required to cure the default, (iii) a date, not less than thirty (30) days from the date the notice is mailed to the Owner by which such default must be cured, and (iv) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the payment of the particular assessment/fine and sale of the Lot pursuant to foreclosure of the lien securing the unpaid assessment/fine. If the delinquent payments, and any charges thereon, are not paid in full on or before the date specified in the notice, the Declarant, at its option, may declare due all of the unpaid balance and all other assessments and charges thereon in any manner authorized by this Declaration.

4.5 Foreclosure Sale. The assessment lien set forth herein may be foreclosed in the same manner as mortgages are foreclosed under Ohio law. The Declarant, through duly authorized agents, shall have the power to bid on any Lot at a foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

4.6 Cumulative Remedies. The assessment liens and the right to foreclose and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Declarant and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

4.7 Subordination of the Lien to Mortgages. The lien securing the assessments/fines provided for herein shall be subordinate as provided herein to the lien of any senior mortgagee (meaning any recorded mortgage with first priority or seniority over all other mortgages) made in good faith and for value. The sale or transfer of any Lot shall not affect the assessment lien. However, upon the sale or transfer of any Lot pursuant to foreclosure or deed in lieu thereof, the senior mortgagee or purchaser, as the case may be, shall be liable for the unpaid assessments represented by such lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Liens securing all assessments/fines under this Declaration shall be of equal dignity.

ARTICLE V **GENERAL PROVISIONS**

5.1 Duration. This Declaration and the covenants and restrictions hereunder are for the benefit of the Declarant and all Lot Owners and shall run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2050, at which time said covenants shall be automatically extended for successive periods of ten (10) years. At any time after the Development Period, a majority vote of the then Owners of the Lots may amend this Declaration in whole or in part. Owners shall be entitled to one (1) vote for each Lot the Owner owns. If there are multiple persons in record ownership of any Lot, the multiple owners shall have a collective one (1) vote for each Lot.

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

5.3 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; conforming to any requirements imposed or requested by any governmental agency, public authority or financial institution; as necessary to effectuate any commercially reasonable objectives of Declarant that it determines are necessary to further and improve the growth and development of the Subdivision. Each Owner and its 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 as provided in the immediately preceding sentence. All such Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to effectuate the provisions of this paragraph.

5.4 Non-Discrimination. No Owner (including the Declarant), employee, agent or representative of an Owner shall discriminate on the basis of sex, race, color, creed or national origin in the sale or lease of any Lot or in the use of the Common Elements.

5.5 Personal Liability. Nothing in this Declaration shall impose liability upon or give rise to a cause of action against any owner or representative of Declarant acting on behalf of Declarant hereunder excepting such person(s) own gross negligence or intentional and willful misconduct. Each person who becomes an Owner hereby releases and discharges all liability for injury or damages against any owner or representative of Declarant related to any acts performed in furtherance of this Declaration and covenants not to initiate any legal proceeding against any such person or persons.

5.6 Non-Liability of Declarant. Neither the Declarant nor its representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to them by or pursuant to this Declaration, whether or not such claims shall be asserted by an Owner, occupant, or by any person or entity claiming through any of them; or shall be on account of injury to person or damage to or loss of property wherever located and however caused.

ARTICLE VI
GOVERNMENTAL ISSUES

6.1 Drainage Statement. The Warren County Commissioners assume no legal obligation to maintain or repair any open drainage ditches or channels designated as “drainage easements” or pipes on the Property. The easement area of each Lot and all improvements within it shall be maintained continuously by the Lot Owner. Within the easements, no structure, planting, fencing, culvert, or other material shall be placed or permitted to remain which may obstruct, retard, or divert the flow through the watercourse. All drainage easements must maintain the flow of the stream in an unobstructed manner, and no Owner may construct a pond within the easement.

6.2 Restrictions By the Warren County Combined Health District. Notwithstanding anything to the contrary herein, Warren County Combined Health District shall have final approval on the number of bedrooms and the location of buildings on each Lot with regard to sewage system approval or any other approval required prior to occupancy.

IN WITNESS WHEREOF, the undersigned Declarant has hereunto set its signature on the day and year first above written.

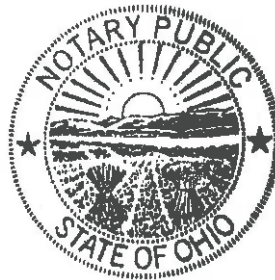
SAVANNAH FARMS, LLC,
an Ohio limited liability company

By: Shery Oakes
Shery Oakes, Manager

STATE OF OHIO :
: SS
COUNTY OF WARREN :

The foregoing instrument was acknowledged before me this 16th day of May, 2017, by Shery Oakes, Manager of Savannah Farms, LLC, an Ohio limited liability company, on behalf of the company.

Gail M Perkins
Notary Public
My Commission Expires: 9/11/21



GAIL M PERKINS, Notary Public
In and for the State of Ohio
My Commission Expires Sept. 11, 2021

This instrument was prepared by:

Benjamin J. Helwig, Esq.
Frost Brown Todd, LLC
9277 Centre Pointe Drive, Suite 300
West Chester, Ohio 45069
513.870.8215

0126499.0605134 4814-7142-1511v3

Exhibit A
(Legal Description of Property)

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For All
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MP. 0/11

TRANSFER NOT NECESSARY
MATT NOLAN, AUDITOR
WARREN COUNTY, OHIO

MAY 18 2017

MATT NOLAN
AUDITOR, WARREN CO. OHIO



8 3 5 1 2 5 4

Tx:4261190

LINDA ODA

WARREN COUNTY RECORDER

2017-015370

DECLARATION

05/22/2017 9:18:41 AM

REC FEE: 76.50 PGS: 8

PIN:

DECLARATION OF EASEMENTS AND COVENANTS

8/76
THIS DECLARATION OF EASEMENTS AND COVENANTS (this "Declaration"), is made this 16th day of May, 2017, by Savannah Farms, LLC, an Ohio limited liability company, hereinafter sometimes referred to as the "Declarant."

WITNESSETH:

WHEREAS, the Declarant is the owner of the real property situated in the Township of Clearcreek, County of Warren, State of Ohio, as more particularly described in Exhibit "A" attached hereto (the "Property"),

WHEREAS, Declarant desires to develop the Property, and in connection with such development, Declarant desires to set forth certain easement, rights, restrictions and obligations relating to the development and use of the Property, and further desires to encumber the Property as may be necessary to preserve, protect and maintain certain storm water improvements and the detention facilities situated upon the Property;

WHEREAS the Declarant hereby subjects the Property to the easements, encumbrances, restrictions and obligations stated herein, the same of which shall run with the Property and be binding on all parties having any, title, or interest in the Property or any part thereof, their heirs, successors and assigns; and

NOW, THEREFORE, the Declarant, for the purpose of protecting the value and desirability of the Property, states as follows.

ARTICLE I
DEFINITIONS

The words in this Declaration which begin with capitalized letters, other than words which would be normally capitalized, unless the context otherwise requires, shall have the same meanings as the definitions of those words in this Article I.

- 1.1 “Common Elements” shall mean and refer to the subdivision entrance walls, signs, islands, landscape mounds, fences, storm water facilities, detention and retention ponds, drainage areas, public sidewalk, and landscaping constructed for the common use and enjoyment of the Owners, and such areas designated as “common areas,” “common elements,” or “open space” on the record plat or plats for the Property. Common Elements may be situated in easements created for the benefit of the Declarant.
- 1.2 “Declarant” shall mean and refer to Savannah Farms, LLC, an Ohio limited liability company, and its successors and assigns if such successors or assigns should acquire (a) all unsold Lots for the purpose of resale to Owners and/or (b) unplatted real property which adjoins the Property and which such successor or assign intends to develop into Lots and subject to the provisions of this Declaration.
- 1.3 “Development Period” shall mean the period commencing on the date on which the Declarant owns no part of the Property.
- 1.4 “Detention Lots” shall mean the three Lots (Lot No. 4, Lot No. 7, and Lot No. 8) upon which the Stormwater Detention Easements serving the Property are situated.
- 1.5 “Lot” shall mean and refer to any parcel of land upon any recorded subdivision plat of the Property which may or may not contain a living unit and which is not designated as “common area” or “open space.”
- 1.6 “Monument Lot” shall mean and refer to the two Lots (Lot No. 1 and Lot No. 15) upon which the entrance monuments are situated.
- 1.7 “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- 1.8 “Property” shall mean and refer to that certain real property hereinbefore described and described in Exhibit A attached hereto, including such additions thereto as may hereafter be subjected to this Declaration.
- 1.9 “Storm Water Facilities” shall mean and refer to storm sewers, swales, streams, ditches, catch basins, drainage lines, manholes and detention and retention basins situated on the record plat or plats for the Property and maintained by the Declarant, the Owners, or appropriate governmental authorities for the common use and enjoyment of the Owners, the Property, the surrounding properties, and the Savannah Farms Subdivision.

ARTICLE II
PROPERTY DEVELOPMENT – ANNEXATION

2.1 **Property Subject to Declaration.** The Property is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration. At any time during the Development Period, Declarant, without the consent of the any Owner, may subject to the provisions of this Declaration any additional property owned by Declarant that is adjacent to any part of the Property or that impacts the Property in any manner, by recording an amendment to this Declaration describing such additional property.

ARTICLE III
EASEMENTS AND MAINTENANCE

3.1 **Reservation of Easements.** The Declarant hereby reserves an easement in favor of itself, its successors and assigns, and such other persons or entities as it may designate, in, on and over the utility and drainage easements depicted on the plat or plats of the Property for the installation and maintenance of utility and drainage systems, including, but not limited to the Storm Water Facilities. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Additionally, except as otherwise set forth on the record plat or plats for the Property, all Lots are subject to a five foot (5') in width private drainage easement adjacent to the rear line of the Lot. Within any easement granted under this Declaration, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation of drainage channels in the easements contemplated herein and as shown on the recorded plat.

3.2 **Maintenance of Common Elements.** The Owner of any Lot shall be responsible for the care and maintenance of the Common Elements and Storm Water Facilities situated on their Lot. Such obligations shall include, at all times, the care and maintenance of the water drainage functions of the Storm Water Facilities and related storm water improvements in a manner satisfactory to the appropriate governmental authority, including, without limitation, any detention basin and any drainage facilities. Such obligations shall include all grass cutting in such easement areas, the clearing and/or removal of any sedimentary buildup or deposits necessary for the Storm Water Facilities to operate properly, and the repair and/or replacement, as necessary, of any improvements installed or required to be installed for the Storm Water Facilities to operate properly.

3.3 **Specific Maintenance of Detention Lot Common Elements.** In addition to the obligations stated in Section 3.2 above, the Owners of the Detention Lots, jointly and severally, shall be specifically responsible for the care and maintenance of the Common Elements and Storm Water Facilities situated on the Detention Lots. Such obligations shall include, at all times, the care and maintenance of the water drainage functions of the Storm Water Facilities on the Detention Lots

and related storm water improvements in a manner satisfactory to the appropriate governmental authority, including without limitation, the detention basin partially located on the Detention Lots and the drainage facilities related thereto. Such obligations shall also include all grass cutting in such easement areas, the clearing and/or removal of any sedimentary buildup or deposits necessary for the Storm Water Facilities on the Detention Lots to operate properly, and the repair and/or replacement, as necessary, of any improvements installed or required to be installed for the Storm Water Facilities on the Detention Lots to operate properly. Such routine maintenance, repair and replacement shall be performed by the Owners of the Detention Lots; however, all Owners of the Lots on the Property shall be obligated to equally bear the cost of any maintenance, repair, or replacement to the Storm Water Facilities situated on the Detention Lots that exceeds One Thousand and 00/100 Dollars (\$1,000.00) in any single occurrence. In the event of a need for repairs or maintenance that exceeds \$1,000, the Owners of the Detention Lots shall contract with a reputable contractor as may be necessary to make such repairs or maintenance, and all Owners will be responsible for an equal pro rata portion of the total cost based upon the total number of Owners at the time of such repairs or maintenance. If the contractor making such repairs or maintenance is agreeable, the Detention Lot Owners may enter into an agreement with any such contractor on behalf of all Owners, and the contractor may bill such Owners directly for their pro rata share of the costs referenced in this Section 3.3.

3.4 Right of Declarant to Remove or Correct Violations. Notwithstanding and without altering in any manner the responsibilities and obligations of the Owner of any Lot set forth in Sections 3.2 and 3.3 above, during the Development Period, and for a period of two years after the Development Period terminates, the Declarant and any builder or developer of the Savannah Farms Subdivision, shall have the right, without obligation, to enter upon a private drainage easement and the Storm Water Facilities for the purpose of establishing or re-establishing drainage swales in order to control and direct storm water to collection facilities. The Declarant may enter upon the Property at reasonable hours on any day for the purpose of removing or correcting any violation or breach of any attempted violation of any of the covenants and restrictions contained in this Declaration, or for the purpose of abating anything herein defined as a prohibited use or nuisance, after first providing reasonable notice to the Owner(s) of any failure to comply with this Declaration. Any charges incurred by the Declarant in correcting the violation hereunder, (including court costs and reasonable attorney's fees) shall constitute a charge against the Lot and shall be the personal obligation of the Owner thereof, and the Declarant shall have a lien upon the Lot for such expenses, and including costs of collection of said lien amount. The Declarant shall not, by reason or taking such action above, be deemed liable in any manner, for such entry, abatement or removal, including but not limited to trespass, conversion, theft or the destruction of property.

3.5 Specific Maintenance of Monuments. In addition to the obligations stated in Section 3.2 above, the Owners of the Monument Lots, jointly and severally, shall be specifically responsible for the care and maintenance of the Common Elements and monuments and signage situated on

the Monument Lots. Such obligations shall include, at all times, the care and maintenance of the monuments and other improvements in a manner satisfactory to the appropriate governmental authority and reasonably satisfactory to a majority of the Owners. Such obligations shall include all grass cutting in such areas, the clearing and/or removal of any brush or buildup, adequate landscaping, and the repair and/or replacement, as necessary, of any improvements installed or required to be installed for the monuments to operate properly and to remain in good condition and repair. Such routine maintenance, repair and replacement shall be performed by the Owners of the Monument Lots; however, all Owners of the Lots on the Property shall be obligated to equally bear the cost of any maintenance, repair, or replacement to the monument improvements situated on the Monument Lots that exceeds Two Hundred Fifty and 00/100 Dollars (\$250.00) in any single occurrence and to any necessary landscaping associated with the same. In the event of a need for repairs or maintenance that exceeds \$250.00, the Owners of the Monument Lots shall contract with a reputable contractor as may be necessary to make such repairs or maintenance, and all Owners will be responsible for an equal pro rata portion of the total cost based upon the total number of Owners at the time of such repairs or maintenance. If the contractor making such repairs or maintenance is agreeable, the Monument Lot Owners may enter into an agreement with any such contractor on behalf of all Owners, and the contractor may bill such Owners directly for their pro rata share of the costs referenced in this Section 3.5.

ARTICLE IV GENERAL PROVISIONS

4.1 Enforcement. The Declarant, the County, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, the County or by 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.

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

4.3 Amendment. Except as otherwise provided in this Declaration, the covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument approved unanimously by the Owner(s) of the Property and the County.

4.4 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; conforming to any requirements imposed or requested by any governmental agency, public authority or financial institution. 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 as provided in the immediately preceding sentence. All such Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to effectuate the provisions of this paragraph.

4.5 Non-Discrimination. No Lot Owner (including the Declarant) and no employee, agent or representative of a Lot owner shall discriminate on the basis of sex, race, color, creed or national origin in the sale or lease of any Lot or in the use of the Common Elements.

4.6 Personal Liability. Nothing in this Declaration shall impose personal liability upon any member of Declarant acting in hi/hers capacity as such, for the maintenance, repair or replacement of any part of the Common Elements or the Storm Water Facilities or give rise to a cause of action against any of them except for the damages resulting from their own gross negligence or willful misconduct. Each person who becomes an Owner hereby releases and discharges all liability for injury or damages against any owner or representative of Declarant related to any acts performed in furtherance of this Declaration and covenants not to initiate any legal proceeding against any such person or persons.

4.7 Non-Liability of Declarant. Neither the Declarant nor its representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to them by or pursuant to this Declaration, whether or not such claims shall be asserted by an Owner, occupant, or by any person or entity claiming through any of them; or shall be on account of injury to person or damage to or loss of property wherever located and however caused.

[This portion intentionally left blank]

[Signature page to follow immediately hereafter]

IN WITNESS WHEREOF, the undersigned Declarant has hereunto set its signature on the day and year first above written.

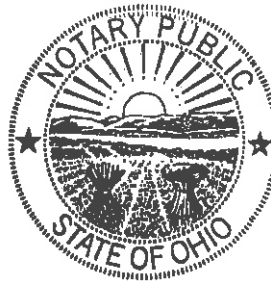
SAVANNAH FARMS, LLC,
an Ohio limited liability company

By: Shery Oakes
Shery Oakes, Manager

STATE OF OHIO :
: SS
COUNTY OF WARREN :

The foregoing instrument was acknowledged before me this 16th day of May, 2017, by Shery Oakes, Manager of Savannah Farms, LLC, an Ohio limited liability company, on behalf of the company.

Gail M Perkins
Notary Public
My Commission Expires: 9/11/21



GAIL M PERKINS, Notary Public
In and for the State of Ohio
My Commission Expires Sept. 11, 2021

This instrument was prepared by:

Benjamin J. Helwig, Esq.
Frost Brown Todd, LLC
9277 Centre Pointe Drive, Suite 300
West Chester, Ohio 45069
513.870.8215

0126499.0605134 4837-2971-1428v2

Exhibit A
(Legal Description of Property)

LOT #1	1.7837 ACRES	05-19-200-094
LOT #2	1.7353 ACRES	05-19-200-095
LOT #3	1.6939 ACRES	05-19-200-096
LOT #4	1.9547 ACRES	05-19-200-097
LOT #5	1.7238 ACRES	05-19-200-098
LOT #6	1.7329 ACRES	05-19-200-099
LOT #7	2.0480 ACRES	05-19-200-100
LOT #8	2.0215 ACRES	05-19-200-101
LOT #9	1.7311 ACRES	05-19-200-102
LOT #10	1.7263 ACRES	05-19-200-103
LOT #11	1.7561 ACRES	05-19-200-104
LOT #12	1.7188 ACRES	05-19-200-105
LOT #13	1.7461 ACRES	05-19-200-106
LOT #14	1.8502 ACRES	05-19-200-107
LOT #15	1.8848 ACRES	05-19-200-108

For All
PAGE
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APP. D