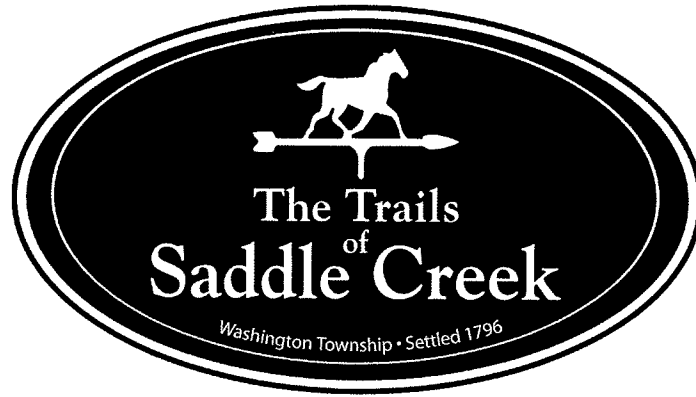


\$799.20 03/16/07 13:20:18  
PLAT-07-021795 0066  
Montgomery County  
Willis E. Blackshear Recorder



**THE TRAILS  
OF  
SADDLE CREEK**

**A Planned Residential Community**

**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS  
AND RESERVATION OF EASEMENTS**

**This Instrument prepared by:  
Daniel M. Bennie, Esq.  
Barron, Peck, Bennie & Schlemmer Co., LPA  
3074 Madison Rd.  
Cincinnati, OH 45209  
513/721-1350**

**TRANSFERRED  
07 MAR 16 PM 1:19  
KARL L. KEITH  
AUDITOR**

## TABLE OF CONTENTS

ITEM		PAGE
<b><u>ARTICLE I</u>      <u>DEFINITIONS</u></b>		
Section 1	Definitions .....	6
<b><u>ARTICLE II</u>      <u>PROPERTY DEVELOPMENT</u></b>		
Section 1	Property Subject to Declaration .....	7
Section 2	Additional Development .....	8
Section 3	Annexation of Additional Property .....	8
<b><u>ARTICLE III</u>      <u>ASSOCIATION MEMBERSHIP</u></b>		
Section 1	Members .....	8
Section 2	Voting Members .....	8
<b><u>ARTICLE IV</u>      <u>ASSESSMENTS</u></b>		
Section 1	Covenant for Assessments .....	9
Section 2	Annual Assessment, Purposes .....	9
Section 3	Individual Assessments .....	9
Section 4	Special Assessments .....	10
Section 5	Commencement of Assessments .....	10
Section 6	Assessment of Declarant .....	10
Section 7	Assessment Certificates .....	10
Section 8	Non-Payment of Assessment .....	11
Section 9	Subordination of Lien to Mortgage .....	11
Section 10	Public Assessments .....	11
Section 11	Capital Contribution .....	11
Section 12	Separately Assessed Sections .....	12
<b><u>ARTICLE V</u>      <u>INSURANCE</u></b>		
Section 1	Liability Insurance .....	12
Section 2	Other Insurance .....	12
Section 3	Insufficient Insurance .....	12
<b><u>ARTICLE VI</u>      <u>COMMITTEES</u></b>		
Section 1	Finance and Budget Committee .....	13
Section 2	Design Review Committee .....	13

**ARTICLE VII                      DESIGN REVIEW**

Section 1	Design Review Guidelines .....	13
Section 2	Submission of Plans and Specifications .....	13
Section 3	Approval of Plans and Specifications .....	14
Section 4	Disapproval of Plans and Specifications .....	14
Section 5	Failure of the Design Review Committee to Act .....	14
Section 6	Rules, Regulations and Policy Statements .....	15
Section 7	Violations .....	15
Section 8	Right of Entry .....	15
Section 9	Fees .....	15
Section 10	Approval – Not a Guarantee .....	15

**ARTICLE VIII                    USE RESTRICTIONS**

Section 1	Prohibited Uses and Nuisances .....	16
Section 2	Residential Use .....	18
Section 3	Right of Assoc. to Remove or Correct Violations .....	18
Section 4	Declarant’s Reservation of Entry Rights .....	18
Section 5	Declarant’s and Assoc.’s Right to Grant Easements .....	18
Section 6	Arbitration .....	18

**ARTICLE IX                      REPURCHASE OPTION**

Repurchase Option .....	19
-------------------------	----

**ARTICLE X                        EASEMENTS AND STANDARDS**

Section 1	Tree Preservation Easement .....	19
Section 2	No Build Zone .....	19
Section 3	Easement Utilities .....	20
Section 4	Minimum Building Opening Elevations (MBOE) .....	20

**ARTICLE XI                      STORM WATER MANAGEMENT**

Section 1	Storm Water Facilities .....	20
Section 2	Maintenance of Storm Water Facilities .....	20

**ARTICLE XII                    MISCELLANEOUS**

Section 1	Duration .....	20
Section 2	Amendment .....	21
Section 3	Personal Liability .....	21
Section 4	Notices .....	21

**ARTICLE XII MISCELLANEOUS (continued)**

Section 5	Enforcement .....	21
Section 6	Severability .....	22
Section 7	Conflicts .....	22
Section 8	Condemnation .....	22
Section 9	Professional Management Contracts .....	22
Section 10	Non-Liability of Declarant .....	22
Section 11	Gender and Grammar .....	23

**EXHIBITS**

- EXHIBIT A**            Legal Description of The Trails of Saddle Creek, a planned residential community
  
- EXHIBIT B**            Legal Description of the initial increment of the Property purchased by Saddle Creek Associates, Ltd.
  
- EXHIBIT C**            Legal Description of Initial Property which shall be subjected to the Declaration
  
- EXHIBIT D**            Articles of Incorporation for Saddle Creek Community Association, Inc.
  
- EXHIBIT E**            By-Laws of the Association
  
- EXHIBIT F**            Common Area and Community Facilities
  
- EXHIBIT G**            Storm Water Management Maintenance Items
  
- EXHIBIT H**            Tree Preservation Easement
  
- EXHIBIT I**            Drainage and No-Build Easement

**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATION OF EASEMENTS**

THIS DECLARATION is made this 16th day of March, 2007 by **SADDLE CREEK ASSOCIATES, LTD**, an Ohio limited liability company, hereinafter sometimes referred to as "Declarant."

**W I T N E S S E T H:**

WHEREAS, the Declarant has the right to purchase, and has submitted and obtained zoning approval for a single family residential community located in Washington Township, Montgomery County, Ohio called The Trails of Saddle Creek, which is more particularly described in **Exhibit "A"** attached hereto and made a part hereof (collectively, such property that Declarant has the right to purchase being referred to hereinafter as the "Saddle Creek Property");

WHEREAS, the Declarant has purchased a portion of the Saddle Creek Property, which portion is more particularly described in **Exhibit "B"** attached hereto and made a part hereof;

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

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

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

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

WHEREAS, the Declarant has formed the **SADDLE CREEK COMMUNITY ASSOCIATION, INC.**, a non-profit Ohio Corporation (the "Association"), for the purpose of carrying out the aforesaid powers and duties; and

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

## ARTICLE I DEFINITIONS

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

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

(b) **"Association"** shall mean and refer to **SADDLE CREEK COMMUNITY ASSOCIATION, INC.**, and its successors and assigns.

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

(d) **"Builder"** shall mean one or more persons or entities who acquires an ownership interest in any Lot in the Subdivision for the purpose of erecting a Living Unit thereon for re-sale.

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

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

(f) **"Declarant"** shall mean and refer to **SADDLE CREEK ASSOCIATES, LTD.**, an Ohio limited liability company, and its successors and assigns.

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

(h) **"Development Period"** shall mean the period commencing on the date on which this Declaration is recorded and terminating on the later of (a) the day twenty (20) years after the conveyance of the first Lot of the Saddle Creek Property, or (b) the day next following the day on which the Declarant owns no part of the Saddle Creek Property.

(i) **"Living Unit"** shall mean and refer to any portion of a building situated upon a Lot designated and intended for use and occupancy as a residence by a single family, including a manor home, estate home, club home, or villa home, located within the Development.

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

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

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

(m) **"Saddle Creek Property"** or **"Property"** shall mean the real property described in **Exhibit "A"** and such additions thereto as may hereafter be annexed pursuant to Article II.

(n) **"Storm Water Facilities"** shall mean and refer to storm sewers, swales, ditches, catch basins, drain lines, manholes, headwalls, detention and retention basins, located on Common Area lots, or within easement limits as designated on the record plans or plats for the Property, for the common use and enjoyment of the Owners, as described in **Exhibit "G"** attached hereto.

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

(p) **"Subdivision"** shall mean the real property described in **Exhibit "C"**, and such additions thereto as may be annexed pursuant to Article II.

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

## ARTICLE II PROPERTY DEVELOPMENT

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

**Section 2. Additional Development.** Declarant reserves the right to subject the remainder or any part of the Saddle Creek Property to the provisions of this Declaration. Notwithstanding the above, nothing contained in this Declaration or in the By-Laws shall obligate the Declarant to annex any additional property to the Subdivision and the remainder of the Saddle Creek Property shall remain wholly free from any covenant or restriction herein contained until annexed as hereinafter provided.

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

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

### **ARTICLE III ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

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

**Section 2. Voting Members.**

(a) With the exception of Declarant until Class B membership has lapsed, every person, group of persons or entity who is an Owner of a fee interest in any Lot and which is or becomes subject to assessment by the Association, shall be a Class A Member of the Association. Class A Members shall be entitled to a total of one vote per Lot in which they hold the fee interest. If more than one person, group of persons, or entity is the record Owner of a fee interest in any Lot, then the vote for such Lot shall be exercised as they determine among themselves but in no event shall more than one vote be cast with respect to any Lot.

(b) The Class B Member shall be the Declarant and shall be a voting Member of the Association.



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

#### **ARTICLE IV ASSESSMENTS**

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

**Section 2. Annual Assessments, Purposes.** The Annual Assessments levied by the Association are for the purpose of promoting the recreation, scenic enjoyment, health, welfare and safety of the Owners and for protecting, advancing and promoting the environmental concept of the Subdivision and preserving the aesthetic and scenic qualities of the Saddle Creek Property. To carry out these purposes, an Annual Assessment shall be levied by the Association to be used currently, and to provide an adequate reserve fund for future use, for the improvement, expansion and maintenance of the Common Areas and Community Facilities, including, but not limited to, the payment of taxes and insurance and for repairs, replacements and additions, and for the cost of labor, equipment, and materials, management and supervision, and, in the discretion of the Association, the areas for which the Annual Assessment may be used may include any entrance roads or adjoining roads or areas, boundary walls, landscaping areas or other public amenities, whether public or private, which may affect the recreation, scenic enjoyment, health, welfare and safety of the residents even though not owned by the Association. The Annual Assessment may be billed in advance on a monthly, quarterly or annual basis. The Board of Trustees shall fix the Annual Assessment after approving the following year's budget. The Annual Assessment shall be fixed at a uniform rate based upon the number of Living Units.

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

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

**Section 5. Commencement of Assessments.** The Annual Assessments shall commence on the first day following the conveyance of a Living Unit from a Builder to an Owner, or the first day following the conveyance of a Lot from the Declarant or Builder to an Owner, when the Owner is not a Builder. The first Annual Assessment shall be made for the balance of the calendar year and shall become due and payable and a lien on the date aforesaid. The Board may from time to time determine the manner and schedule of payments.

It shall be the duty of the Board of Trustees of the Association to periodically fix the amount of the Assessment against each Lot for such assessment period and the Board of Trustees shall make reasonable efforts to fix the amount of the Assessment against each Lot for each assessment period at least thirty (30) days in advance of the date due and shall, at that time, prepare a roster of the Lots and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner upon reasonable notice to the Board. Written notice of the Assessments shall thereupon be sent to the Owner of any Lot subject thereto. Annual Assessments subsequent to the first Annual Assessment shall become a lien on January 1 of each year; Individual and Special Assessments shall become a lien at the time designated by the Board of Trustees. No notice of lien other than this Declaration need be recorded to establish the validity of any such lien, and this Declaration shall stand as notice of such validity.

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

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

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

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

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

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

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

**Section 11. Capital Contribution.** Upon the initial conveyance of a Lot from a Builder to an Owner, when the Owner is not a Builder, or upon the initial conveyance of a Lot from the Declarant to an Owner when the Owner is not a Builder, the Owner shall pay a Capital Contribution in the amount of Two Hundred and Fifty Dollars (\$250.00). The Capital Contribution shall be used as working capital for the Association and not collected in lieu of any installments of the Annual Assessment. The Capital Contribution is non-refundable. No Capital Contribution shall be due on any Lot purchased from an Owner other than when the Owner is also the Declarant or a Builder, nor shall a Capital Contribution be due on any Lot purchased from the Declarant by a Builder.

**Section 12. Separately Assessed Sections.** The Association, at its election, by a majority vote of the Board of Trustees, may declare that certain sections of the Saddle Creek Property will be separately maintained and assessed with respect to all or a portion of the maintenance, repair and replacement expenses related thereto (the "Assessment Section"). Each such Assessment Section shall pay its own Annual Assessment attributable to the maintenance, repair and replacement costs and other services related exclusively to the facilities located in such Assessment Section. These services and facilities may include, but are not limited to, lawn cutting and maintenance, maintenance of landscape items installed by Declarant, Builder, or Owner, maintenance of private roads, and providing for snow removal from streets, sidewalks, and driveways. In addition, each Assessment Section shall pay a separate portion of any Annual Assessment attributable to any expense shared with other Association sections or other portions of the Property as determined by the Board. The Board shall also have the right and authority to establish separate reserves for the use of each Assessment Section.

## **ARTICLE V INSURANCE**

**Section 1. Liability Insurance.** The Association shall obtain and maintain a comprehensive policy of public liability insurance covering the Common Areas and Community Facilities, insuring the Association, Trustees, and Owners and members of their respective families, tenants and occupants in an amount of not less than Five Hundred Thousand Dollars (\$500,000.00), per occurrence for personal injury and/or property damage. This insurance shall include protection against such risks as are customarily covered with respect to a development similar in construction, location and use, as determined by the Board. The insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a residential Owner, tenant or occupant because of negligent acts of the Association, the Board, or other Owners, tenants or occupants.

**Section 2. Other Insurance.** In addition, the Association may obtain and maintain casualty insurance, Trustees' and Officers' liability insurance and such other insurance as the Board deems desirable from time to time.

**Section 3. Insufficient Insurance.** In the event the improvements forming a part of the Lots, Common Areas or Community Facilities 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 for which the amount was so advanced, and such Assessment shall have the same force and effect, and if not paid, may be enforced in the same manner as herein provided for the nonpayment of Assessments. The action required to be taken by the Association under this Section shall not require any vote of the Members of the Association.

## **ARTICLE VI COMMITTEES**

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

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

## **ARTICLE VII DESIGN REVIEW**

**Section 1. Design Review Guidelines.** In order to facilitate initial development of the Subdivision, Design Review Guidelines have been adopted by the Design Review Committee. The Design Review Guidelines may be amended, modified, revoked or replaced by the Declarant during the Development Period and by the Board of Trustees thereafter. In the event the lender or lenders who provide acquisition and development financing for the Saddle Creek Property acquire title to the Saddle Creek Property through foreclosure or deed in lieu of foreclosure, such lender shall be deemed the Declarant for purposes of the Design Review Guidelines.

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

- (a) a site plan showing the location of all proposed and existing Structures on the Lot and the approximate size in square footage of the first, or ground floor of a Structure and the square footage of the entire Lot;
- (b) contours reflecting existing topography and a grading plan showing finished contours, existing environmental features and significant tree stands;
- (c) any proposed retaining walls;
- (d) proposed fencing; and
- (e) architectural plans including structural cross-section, floor plan, decks or balconies, and elevations clearly depicting the design and exterior appearance including specification of materials, color scheme, trim and other details affecting the exterior appearance of the proposed Structures.

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

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

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

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

the date of submission of Plans and Specifications, then such "deemed approval" shall be automatically canceled and a new submission shall be required.

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

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

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

**Section 8. Right of Entry.** The Board through its authorized officers, employees, and agents, shall have the right to enter upon any Lot at all reasonable times for the purpose of ascertaining whether such Lot or the construction, erection, placement, remodeling, or alteration of any Structure thereon is in compliance with the provisions of this Article, without the Board or such officers, employees or agents being deemed to have committed a trespass or wrongful act solely by reason of such action or actions.

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

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

**ARTICLE VIII  
USE RESTRICTIONS**

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

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

(b) The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any Living Unit located in the Subdivision, except that this shall not prohibit the keeping of dogs, cats and/or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes. Dogs and cats must be kept within the confines of the Owner's Living Unit or Lot, except when being held on hand leash by person attending animal. Owners and/or harborers of dogs and cats shall be liable for any damage caused by such animals. Subject only to the provisions of Article III, the Association acting through its Board of Trustees may suspend for reasonable length of time the voting rights and the rights to use the Common Areas and Community Facilities of any person who violates this subparagraph (b).

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

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

(e) In order to facilitate the free movement of vehicles, no automobiles belonging to an Owner or other resident of a Living Unit shall be parked on the paved portion of any common driveway or private street, except during bona fide temporary emergencies.

(f) No sound hardwood trees, shrubbery, or other vegetation shall be removed from any Common Areas or Community Facilities, without the written approval of the Association acting through its Board of Trustees or duly appointed committee. No trees shall be removed from the Tree Preservation Easement Area, designated on the record plat for the Trails of Saddle Creek, Section One, and shown in the attached Exhibit "H" without the written approval of the Association acting through its Board of Trustees or duly appointed committee. All plantings in the median strips, landscaping islands or along right-of-ways shall be subject to review by the Montgomery County Engineer's Office. The Montgomery County Engineer's Office shall have the final authority to remove any planting which impedes traffic or traffic visibility to insure public safety.

(g) No structure, planting or other material other than driveways, or sidewalks shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow



of any drainage channels. Any structure, planting or other material which represents a safety problem (e.g. sight restriction) shall be removed at Owner's expense.

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

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

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

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

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

- (i) street and identification signs installed by the Association or the Declarant;
- (ii) one temporary sign, approved by Declarant, informing the public that the real estate is for sale, lease or rent, provided that the sign must not exceed five square feet in area and must be erected upon the real estate to which it refers;
- (iii) a post office house number for designation of home location.

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

(m) No apparatus, freestanding antennas, or satellite dish may be constructed or used on any Lot or Living Unit; provided, however, that a satellite dish not exceeding 24 inches in diameter may be placed on a roof or balcony, such that it is not visible from the street in front of the Lot or

Living Unit. All television and radio antenna, including CB radio antenna must be enclosed within the Living Unit, all telephone, electric and other wires of any kind must be underground.

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

**Section 2. Residential Use.** All of the Living Units shall be used for private residential purposes exclusively except that Declarant may and the builders of Living Units may allow the use of Living Units as models and as offices in connection with the marketing or sale of Lots or Living Units.

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

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

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

**Section 6. Arbitration.** In the event of any dispute between Owners regarding the application of this Declaration or any rule or regulation, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time and place for a hearing thereon within thirty (30) days thereafter, and give written notice to each party thereof not less than five days in advance of such hearing. The Board shall act as arbitrator and, after hearing such evidence and arguments as it deems proper, shall render a written decision on the matter to each party within thirty

(30) days after such hearing. No legal action may be instituted by either party on such a dispute unless the arbitration provided for herein has occurred, or unless both parties have waived the requirement for arbitration.

## **ARTICLE IX REPURCHASE OPTION**

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

## **ARTICLE X EASEMENTS AND STANDARDS**

**Section 1. Tree Preservation Easement** A tree preservation easement is identified on the record plats for The Trails of Saddle Creek, Section One, burdening Lots 2 through 15, inclusive. This easement is shown on the attached **Exhibit "H"**. The trees within this easement area, and the natural beauty of the terrain, provide a buffer between the Saddle Creek Property and the adjacent residential neighborhood. No clearing of trees shall occur within the tree preservation easement area. Any proposed clearing of trees or underbrush within the easement area must be submitted to the Design Review Committee for approval.

**Section 2. No Build Zone.** A drainage and utility easement is identified on the record plats for The Trails of Saddle Creek, Section One, burdening Lots 1 through 15, inclusive. This easement is shown on attached **Exhibit "I"**. The limits of the drainage easement indicate the boundary of a 100 year flood elevation study. No Structure shall be permitted or constructed within this easement area without the approval of the Montgomery County Engineers Office or the appropriate governmental agency. The Owners of the Lots referenced herein are required to maintain the creek located within the drainage easement area on their respective Lots. Maintenance of the creek includes, but is not

limited to, the removal of fallen trees and debris which may obstruct, retard, or divert the flow through the watercourse.

**Section 3. Utility Easements.** General easement areas are as indicted on the record plats for The Trails of Saddle Creek. These easements are to be utilized by public utility companies (i.e. electric, gas, water, sewer, telephone, cable television or other utilities), for the construction, maintenance, repair, or replacement of such utilities.

**Section 4. Minimum Building Opening Elevations (MBOE).** As indicated on the grading plan sheets for the various sections of the Subdivision, on file at the Montgomery County Engineers Office, are Minimum Building Opening Elevations (MBOE). These elevations were determined from a hydraulic storm water study for the project. These elevations are important design parameters for any Builder or Lot Owner to correctly design and site the Living Unit on the Lot within the Subdivision.

## ARTICLE XI STORM WATER MANAGEMENT

**Section 1. Storm Water Facilities.** General easement areas are indicated on the record plats for The Trails of Saddle Creek. These easements have been granted for the benefit of the Association, and the common use and enjoyment of the Owners.

**Section 2. Maintenance of Storm Water Facilities.** The Association shall be responsible for the care, maintenance, and replacement of certain Storm Water Facilities (including but not limited to storm sewer pipes, catch basins, headwalls, drainage channels, swales, ditches, drain lines, manholes, detention, and retention basins) that are identified in **Exhibit G, Part 1** and located within Common Area lots, or easement areas. The identified Storm Water facilities will be maintained pursuant to the maintenance schedule listed in **Exhibit G, Part 2**. As to stormwater detention and retention basins, these Stormwater Facilities have been identified for maintenance in **Exhibit G, Part 1**, and the Association shall maintain and keep these areas clean and unobstructed and cut grass or other vegetation growing in those areas. The Association shall be responsible for any required maintenance of pipes, concrete gutters, fixtures, mechanical devices, or for capital improvements thereto.

Lot Owners shall be responsible for the maintenance of any Stormwater Facilities located on their respective Lots. These facilities include, but are not limited to, creeks, swales, ditches, drainage channels, storm sewers, catch basins, manholes, and headwalls. The maintenance schedule for these Storm Water Facilities is listed in **Exhibit G, Part 2**.

## ARTICLE XII MISCELLANEOUS

**Section 1. Duration.** The terms and provisions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or by any of the Lot Owners, their respective legal representatives, heirs, successors and assigns, and except where permanent or perpetual assessments or other permanent rights are herein created, the term of the

covenants, conditions and restrictions shall be for a term of twenty (20) years from the date of recordation of this Declaration, after which the Declaration shall be automatically extended for successive periods of ten (10) years in perpetuity, unless a recorded instrument agreeing to terminate the Declaration signed by the then Owners of two-thirds (2/3) of the Lots has been recorded.

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

A.     **By Declarant:** Declarant reserves the right and power to amend this Declaration to the extent necessary to conform to any requirements imposed or requested by any governmental agency, public authority or financial institution, without the approval of the Owners, or to the extent necessary to enable Declarant to meet any other reasonable need or requirement in order to complete the development of the Saddle Creek 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. Each Owner, by acceptance of a deed to a Lot, consents to such right to amend the Declaration by Declarant.

B.     **By Lot Owners.** Except as otherwise provided in this Declaration, and subject to the terms and conditions hereinafter described, this Declaration may be amended upon the filing for record with the Recorder of Montgomery County, Ohio, of an instrument in writing setting forth specifically the item(s) to be amended and any new matter to be added. This Amendment must be executed by the Association's President with the same formalities as this instrument and must refer to the recording reference of the first page of this instrument and its attached exhibits. The Amendment must contain an affidavit by the Association President certifying that Lot Owners entitled to exercise at least seventy-five percent (75%) of the total voting power of the Association have approved the Amendment. During the Development Period any amendment must also be approved by the Class B Member. Any Amendment must be recorded and shall take effect only upon recording.

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

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

**Section 5.**     **Enforcement.** Except as provided in Article VIII, enforcement of this Declaration

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

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

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

**Section 8. Condemnation.**

(a) In the event any Lot or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the net proceeds of any award or settlement shall be the property of the Lot Owner and the holder of the first mortgage, to the extent of their respective interests. Each Lot Owner shall give the holder of a first mortgage on the Owner's Lot timely written notice of such proceeding or proposed acquisition.

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

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

**Section 10. Non-Liability of Declarant.** Neither 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 authority granted or delegated to it, by or pursuant to, this Declaration, the Articles or the By-Laws, whether or not such claims shall be asserted by an Owner, the Association, or by any person or entity claiming through any of them; or shall be on account of injury to person or damage to or loss of property wherever located and however caused. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Saddle Creek Property or any part thereof not being maintained or repaired by reason of any act or neglect of any Owner, the Association or their representative agents, employees, guests and invitees or by reason of any neighboring property or personal property located on or about the Saddle Creek Property, or by reason of the failure to furnish or disrepair of any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.) except as provided by any written warranty provided to an Owner or the Association.

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

**IN WITNESS WHEREOF, SADDLE CREEK ASSOCIATES, LTD.**, an Ohio limited liability company, by Great Traditions Development Group, Inc., its Manager, by and through James P. Sullivan, Executive Vice President, has executed this Declaration on the day and year first written above.

Witnessed and Acknowledged  
in the Presence of:

**Saddle Creek Associates, Ltd.**, an Ohio Limited Liability Company

By: Great Traditions Development Group, Inc.,  
its Manager

By: James P. Sullivan  
James P. Sullivan, Executive Vice President

James E. Kiefer  
Print Name: James E. Kiefer

Jessica E. Armstrong  
Print Name: JESSICA E. ARMSTRONG

STATE OF OHIO, COUNTY OF Hamilton, SS:

The foregoing instrument was acknowledged before me this 16th day of March, 2007, by **JAMES P. SULLIVAN**, Executive Vice President of Great Traditions Development Group, Inc., the Manager of **SADDLE CREEK ASSOCIATES, LTD.**, an Ohio limited liability company, on behalf of the company.

Jessica E. Armstrong  
Notary Public

This Instrument was prepared by:  
Daniel M. Bennie, Esq.  
Barron, Peck, Bennie & Schlemmer Co., LPA  
3074 Madison Rd.  
Cincinnati, OH 45209  
513/721-1350



**JESSICA E. ARMSTRONG**  
Notary Public, State of Ohio  
My Commission Expires 10-16-2011

**CONSENT OF MORTGAGEE**

The undersigned, **INTEGRA BANK NATIONAL ASSOCIATION**, a national banking association organized under the laws of the United States of America, whose address is 21 S.E. Third Street, 2<sup>nd</sup> Floor, Commercial Real Estate Loan Department, M.L. 2099, Evansville, Vanderburgh County, Indiana 47705 (the "Lender"), is the holder of a Mortgage to the real estate described in the foregoing Declaration for The Trails of Saddle Creek from **SADDLE CREEK ASSOCIATES, LTD.**, an Ohio limited liability company, dated \_\_\_\_\_, and recorded in Official Record Book \_\_\_\_\_, Page \_\_\_\_\_ of the Mortgage Records of Montgomery County, Ohio.

**INTEGRA BANK NATIONAL ASSOCIATION** hereby consents to the execution and delivery of the foregoing Declaration, together with the exhibits thereto, and consents to the filing thereof in the office of the Recorder of Montgomery County, Ohio. **INTEGRA BANK NATIONAL ASSOCIATION** hereby subjects and subordinates the above-described mortgage to the provisions of the foregoing Declaration with all exhibits attached thereto.

IN WITNESS WHEREOF, **INTEGRA BANK NATIONAL ASSOCIATION** has caused the execution of this Consent of Mortgagee this 16th day of March, 2007, by its duly authorized officer.

Witnessed and Acknowledged

**INTEGRA BANK NATIONAL ASSOCIATION,**  
a national banking association

Ward R. Clark

Print Name: WARD R. CLARK

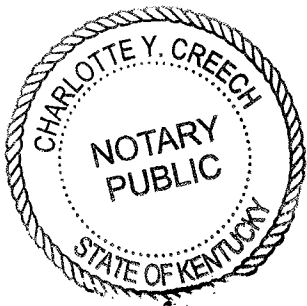
By: Brian K. Bailey  
Brian K. Bailey  
Vice President

Charlotte Y. Creech

Print Name: Charlotte Y. Creech

STATE OF ~~OHIO~~ Kentucky  
Kenton )  
COUNTY OF HAMILTON ) SS:

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of March 2007, by Brian K. Bailey, Vice President of **INTEGRA BANK NATIONAL ASSOCIATION**, a national banking association.



Charlotte Y. Creech  
Notary Public

CHARLOTTE Y. CREECH  
NOTARY PUBLIC  
STATE AT LARGE, KENTUCKY  
MY COMMISSION EXPIRES ON AUG. 8, 2007







EXHIBIT A

PAGE 2 OF 7

CIVIL ENGINEERING 959 Congress Park Drive  
 SURVEYING Centerville, Ohio 45459  
 LANDSCAPE ARCHITECTURE www.reinkegroup.com  
 937.434.4810 phone  
 937.434.3978 fax

**LEGAL DESCRIPTION**  
 197.4906 ACRE TRACT  
 WASHINGTON TOWNSHIP, OHIO  
 DATE: September 28, 2005  
 PAGE 1 OF 6

067-038-07-5, 6, 7, 18, 48  
 067-038-03-86, 87

**LEGAL DESCRIPTION FOR**  
**MORGAN RHOADS GREEN LLC**  
**197.4906 ACRE TRACT**  
**WASHINGTON TOWNSHIP, OHIO**

Situate in the Washington Township, County of Montgomery and the State of Ohio, and being part of Section 17 and Section 23, Town 3, Range 5 M.Rs., also all of a 128.0073 Acre Tract(Parcel I), an a 53.099 Acre Tract(Parcel II) a 16.381 Acre Tract, all being in the name of Morgan Rhoads Green LLC, as recorded in I.R. Deed #03 145865 of the Deed Records of Montgomery County, being further bounded and described as follows;

COMMENCING at a Monument Box with cross notch, 1/2 inch iron pin at the southeast corner of said Section 23 and the centerline of Nutt Road(30.00 R.O.W.);

Thence with the centerline of Nutt Road and the southerly line of said Section 23, South 89°08'26" West, a distance of 521.84 feet to a P.K nail found at the southwest corner of a 35.535 Acre Tract in the name of Washington Township Park District as recorded on M.F. 89 196 D01 of said County Deed Records and being the TRUE PLACE OF BEGINNING;

Thence continuing with the centerline of said Nutt Road, South 89° 08' 26" West, a distance of a 609.71 feet to southeast corner of a 27.618 Acre Tract in the name of The Drees Company as recorded in I.R. Deed #04-124941 of said County Deed Records;

Thence with a the easterly line of said Drees Company Lands lands, North 00° 50' 33" West, passing a #5 rebar found at 15.00 feet, for a total distance of 1170.01 feet to #5 rebar found;

Thence with the northerly line of said Dees Company Lands, South 89°08'26" West, a distance of 1028.22 feet to a#5 rebar found in a easterly line of Beechwood Forest Section Two as recorded in Plat Book 128 Page 41 of the Plat Records of Montgomery County;

Thence with the easterly line of said Beechwood Forest, Section Two, North 30°45'23" West, a distance of 209.70 feet to a #5 rebar found at the southeast corner of Beechwood Forest Section One as recorded in Plat Book 125, Page 14 of said County Plat ;

Thence with the easterly line of said Beechwood Forest Section One along the following six courses:

EXHIBIT A

PAGE 3 OF 7

LEGAL DESCRIPTION  
197.4906 ACRE TRACT  
WASHINGTON TOWNSHIP, OHIO  
DATE: September 28, 2005  
PAGE 2 OF 6

- 1) North 23°00'00" East, a distance of 760.51 feet to a #5 rebar found;
- 2) North 06°00'00" East, a distance of 334.06 feet to a #5 rebar found;
- 3) North 24°40'48" East, a distance of 257.52 feet to a #5 rebar found;
- 4) North 04°00'00" West, a distance of 143.12 feet to a #5 rebar found;
- 5) North 04°02'11" East, a distance of 173.77 feet to a #5 rebar found;
- 6) North 33°17'25" East, a distance of 297.27 feet to a #5 rebar found in the southeasterly line of Beechwood One Section 2 as recorded in Plat Book 106, Page 47A of said County Plat Records;

Thence with the southerly line of said Beechwood One Section 2, along the following nine courses:

- 1) North 50°06'00" East, a distance of 173.09 feet to #5 rebar found;
- 2) North 79°41'00" East, a distance of 159.30 feet to #5 rebar found;
- 3) North 17°13'00" East, a distance of 150.20 feet to #5 rebar found ;
- 4) North 45°00'00" East, a distance of 60.00 feet to #5 rebar found;
- 5) North 83°43'00" East, a distance of 69.19 feet to #5 rebar found;
- 6) South 47°30'00" East, a distance of 77.84 feet to #5 rebar found;
- 7) North 77°50'40" East, a distance of 157.00 feet to #5 rebar found;
- 8) North 13°50'51" East, a distance of 91.24 feet to #5 rebar found ;
- 9) North 82°29'30" East, a distance of 71.67 feet to #5 rebar found;

Thence continuing with the southerly line of said Beechwood One Section 2, and becoming the southerly line Beechwood One Section 1 as recorded in Plat Book 105, Page 25A of said County Plat Records, along the following nine courses:

- 1) South 61°46'00" East, a distance of 95.51 feet to #5 rebar found;
- 2) South 84°12'00" East, a distance of 40.50 feet to #5 rebar found;
- 3) North 50°06'00" East, a distance of 62.00 feet to #5 rebar found;
- 4) North 82°17'00" East, a distance of 75.00 feet to #5 rebar found;
- 5) North 78°58'00" East, a distance of 130.66 feet to #5 rebar found;
- 6) North 84°02'30" East, a distance of 48.00 feet to #5 rebar found;

EXHIBIT A  
PAGE 4 OF 7

LEGAL DESCRIPTION  
197.4906 ACRE TRACT  
WASHINGTON TOWNSHIP, OHIO  
DATE: September 28, 2005  
PAGE 3 OF 6

- 7) North 74°24'00" East, a distance of 44.50 feet to #5 rebar found;
- 8) North 25°17'00" East, a distance of 44.50 feet to #5 rebar found;
- 9) North 05°28'00" West, a distance of 53.00 feet to #5 rebar found at the southwest corner of a 1.32 Acre Tract in the name of Kenneth B. Farwell as recorded on M.F. 88 429 B06 of said County Deed Records;

Thence with the southerly line of said 1.32 Acre Tract and becoming the southerly line of a 1.55 Acre Tract in the name of Jane Ann Booth as recorded on M.F. 88 429 B04 of said County Deed Record, South 74°37'49" East, a distance of 486.65 feet to #5 rebar set ;

Thence with the east line of said 1.55 Acre Tract and its northward extension, North 00°48'50" East, passing a #5 rebar found at 855.15 feet for a total distance of 874.74 feet to a railroad spike set in the centerline of Clio Road (30.00' R.O.W.).

Thence with the centerline of said Clio Road, South 49°09'31" East, a distance of 32.13 feet to a railroad spike set at the northwest corner of a 1.00 Acre Tract in the name of William C. Bittner II as recorded on M.F. 98 742 B12 of said County Deed Records;

Thence with the west line of said 1.00 Acre tract and becoming the west line of a 0.50 Acre Tract in the name William C. Bittner II as recorded on M.F. 98 742 B12 of said County Deed Records, South 00°48'00" West, passing a #5 rebar found at 19.59 feet, for a total distance of 511.88 feet to a #5 set in the most southerly corner of said 0.50 Acre Tract;

Thence with the easterly line of said 0.50 Acre Tract, North 40°50'29" East, passing a #5 rebar set at 376.85 feet, for a total distance of 391.85 feet to a railroad spike set in the centerline of said Clio Road;

Thence with the centerline of said Clio Road along the following three courses;

- 1) South 49°09'31" East, a distance of 198.69 feet to a railroad spike set;
- 2) South 51°58'17" East, a distance of 1115.40 feet to a railroad spike found;
- 3) South 55°26'11" East, a distance of 145.43 feet to a railroad spike found at the northwest corner of a 30.711 Acre Tract in the name of Jeffrey L. Whitesell as recorded in I.R. Deed #03-084964 of said County Deed Records;

EXHIBIT A

PAGE 5 OF 7

LEGAL DESCRIPTION  
197.4906 ACRE TRACT  
WASHINGTON TOWNSHIP, OHIO  
DATE: September 28, 2005  
PAGE 4 OF 6

Thence with the westerly line of said 30.711 Acre Tract along the following five course:

- 1) South  $05^{\circ}13'45''$  West, passing a #5 rebar found at 22.06 feet for a total distance of 584.20 feet to a #5 rebar found;
- 2) North  $87^{\circ}05'47''$  West, a distance of 173.92 feet to a #5 rebar found;
- 3) South  $03^{\circ}28'50''$  West, a distance of 504.70 feet to a #5 rebar found;
- 4) North  $89^{\circ}09'32''$  East, a distance of 60.80 feet to a #5 rebar found;
- 5) South  $02^{\circ}15'26''$  West, a distance of 1110.74 feet to a #5 rebar found in the north line of a 5.44 Acre Tract in the name of Linda K. Trebnick TR. as recorded in I.R. Deed #02-161231 of said County Deed Records;

Thence with the north line of said 5.44 Acre Tract and it westward extension, North  $86^{\circ}41'56''$  West, a distance of 1208.27 feet to concrete monument found in the northerly line of said 35.535 Acre Tract;

Thence with the north line of said 35.535 Acre Tract, North  $00^{\circ}24'05''$  East, a distance of 199.04 feet to #5 rebar found;

Thence with the north line of said 35.535 Acre Tract, South  $88^{\circ}40'10''$  West, a distance of 549.10 feet to #5 rebar found;

Thence with the westerly line of said 35.535 Acre Tract, South  $00^{\circ}48'58''$  East, passing a #5 rebar found at 1368.34 for a distance of 1383.34 feet to the TRUE PLACE BEGINNING.

This described tract contains a total of 197.4906 Acres be it the same more or less, 119.0339 Acres in Section 23 and 78.4506 Acre in Section 17 and being subject to all legal highways, easements and restrictions of record or otherwise.

Note: The perimeter description has a total of 198.6026 Acres, there is 1.1158 Acre Tract in the name of Beechwood V Inc., as recorded on M.F. 86 0618 B11 of said County Deed Records and known as Reserve Area "A" as recorded in Plat Book 128, Page 41B of the Montgomery County Plat Records, that is encompassed by subject parcel that is not part of the subject property parcel.

EXHIBIT A  
PAGE 6 OF 7

LEGAL DESCRIPTION  
197.4906 ACRE TRACT  
WASHINGTON TOWNSHIP, OHIO  
DATE: September 28, 2005  
PAGE 5 OF 6

The basis of bearing: East line of Beechwood Forest, Section One as recorded in Plat Book 125, Page 14 of said County Plat Records(North 23°00'00" East 760.51').

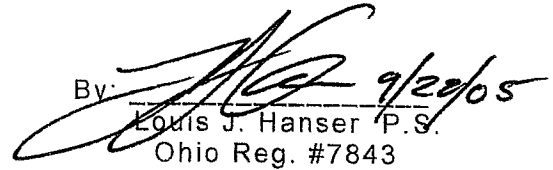
Survey Performed by The Reinke Group Inc., August, 2005 under the direct supervision of Louis J. Hanser , Ohio Professional Survey No. 7843.

Note: all #5 rebars are set(5/8"d X 30"L) are with a yellow plastic cap labeled Reinke P.L.S. # 6207.

REFERENCE SURVEY RECORD 2005-0A09.



The Reinke Group Inc.

By:  9/29/05  
Louis J. Hanser P.S.  
Ohio Reg. #7843

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND:

Being known as the Reserve Area "A" for Beechwood Forest, Section Two, as recorded in Plat Book 128, Page 41B of the Montgomery County Plat Records and being more particularly described as follows:

Beginning at a #5 rebar found at the Southeast corner of said Beechwood Forest, Section One, said point being also the Northeast corner of Beechwood Forest, Section Two;

Thence North 51 degrees 46 minutes 05 seconds East, a distance of 778.38 feet to the TRUE POINT OF BEGINNING, said point being the Southern Southwest corner of Reserve Area "A" as shown on plat of said Beechwood Forest, Section Two;

Thence with the West line of said Reserve Area "A" for the following four (4) courses:

1. North 24 degrees 00 minutes 00 seconds West a distance of 286.00 feet to a #5 rebar found;
2. North 59 degrees 24 minutes 00 seconds West a distance of 155.00 feet to a #5 rebar found;
3. North 07 degrees 36 minutes 17 seconds West a distance of 72.69 feet to a #5 rebar found;
4. North 30 degrees 36 minutes 00 seconds East a distance of 65.00 feet to a #5 rebar found;

Thence with the North line of said Reserve Area "A", South 59 degrees 24 minutes 00 seconds East, a distance of 216.00 feet to #5 rebar found;

EXHIBIT A  
PAGE 7 OF 7

LEGAL DESCRIPTION  
197.4906 ACRE TRACT  
WASHINGTON TOWNSHIP, OHIO  
DATE: September 28, 2005  
PAGE 6 OF 6

Thence with the East line of said Reserve Area "A", South 14 degrees 24 minutes 00 seconds East, a distance of 357.00 feet to a #5 rebar found;

Thence with the South line of said Reserve Area "A", South 75 degrees 36 minutes 00 seconds West, a distance of 50.00 feet to the TRUE POINT OF BEGINNING, containing 1.1158 acres, more or less, subject, however to all legal highways, easements, restrictions, and agreements of record.

JOSEPH LITVIN, P.E., P.E.  
MONTGOMERY COUNTY ENGINEER  
DAYTON, OHIO

APPROVED

BY DIB DATE 10/24/05  
FILE NO. 2005-0409







CIVIL ENGINEERING 959 Congress Park Drive  
 SURVEYING Centerville, Ohio 45459  
 LAND PLANNING www.reinkegroup.com  
 LANDSCAPE ARCHITECTURE 937.434.4810 phone  
 937.434.3978 fax

LEGAL DESCRIPTION  
 77.3341 ACRE TRACT  
 WASHINGTON TOWNSHIP, OHIO  
 DATE: August 1, 2006  
 PAGE 1 OF 7

EXHIBIT B

PAGE 2 OF 11

Div/86, 87  
 067-038-03-

Div/56, 7  
 067-038-07-

**LEGAL DESCRIPTION FOR  
 MORGAN RHOADS GREEN LLC  
 74.3341 ACRE TRACT  
 WASHINGTON TOWNSHIP, OHIO**

Situate in the Washington Township, County of Montgomery and the State of Ohio, and being part of Section 17 and Section 23, Town 3, Range 5 M.Rs., also being part of a 197.4906 Acre Tract, being in the name of Morgan Rhoads Green LLC, as recorded in I.R. Deed # 06-068550 of the Deed Records of Montgomery County, being further bounded and described as follows;

COMMENCING at a Monument Box with cross notch, 1/2 inch iron pin at the southeast corner of said Section 23 and the centerline of Nutt Road(30.00 R.O.W.);

Thence with the centerline of Nutt Road and the southerly line of said Section 23, South 89°08'26" West, a distance of 521.84 feet to a P.K nail found at the southwest corner of a 35.535 Acre Tract in the name of Washington Township Park District as recorded on M.F. 89 196 D01 of said County Deed Records;

Thence continuing with the centerline of said Nutt Road, South 89° 08' 26" West, a distance of a 609.71 feet to southeast corner of a 27.618 Acre Tract in the name of The Drees Company as recorded in I.R. Deed #04-124941 of said County Deed Records;

Thence with a the easterly line of said Drees Company Lands lands, North 00° 50' 33" West, passing a #5 rebar found at 15.00 feet, for a total distance of 1170.01 feet to #5 rebar found;

Thence with the northerly line of said Dees Company Lands, South 89°08'26" West, a distance of 1028.22 feet to a#5 rebar found in a easterly line of Beechwood Forest Section Two as recorded in Plat Book 128 Page 41 of the Plat Records of Montgomery County;

Thence with the easterly line of said Beechwood Forest, Section Two, North 30°45'23" West, a distance of 209.70 feet to a #5 rebar found at the southeast corner of Beechwood Forest Section One as recorded in Plat Book 125, Page 14 of said County Plat ;

Thence with the easterly line of said Beechwood Forest Section One along the following six courses:

EXHIBIT B  
PAGE 3 OF 11

LEGAL DESCRIPTION  
74.3341 ACRE TRACT  
WASHINGTON TOWNSHIP, OHIO  
DATE: August 1, 2006  
PAGE 2 OF 7

- 1) North 23°00'00" East, a distance of 760.51 feet to a #5 rebar found;
- 2) North 06°00'00" East, a distance of 334.06 feet to a #5 rebar found;
- 3) North 24°40'48" East, a distance of 257.52 feet to a #5 rebar found;
- 4) North 04°00'00" West, a distance of 143.12 feet to a #5 rebar found;
- 5) North 04°02'11" East, a distance of 173.77 feet to a #5 rebar found;
- 6) North 33°17'25" East, a distance of 135.45 feet to a #5 rebar set at the TRUE PLACE OF BEGINNING;

Thence continuing with the easterly line of said Beechwood Forest Section One, North 33°17'25" East, a distance of 161.82 feet to a #5 rebar found in the southeasterly line of Beechwood One Section 2 as recorded in Plat Book 106, Page 47A of said County Plat Records

Thence with the southerly line of said Beechwood One Section 2, along the following nine courses:

- 1) North 50°06'00" East, a distance of 173.09 feet to a #5 rebar found;
- 2) North 79°41'00" East, a distance of 159.30 feet to a #5 rebar found;
- 3) North 17°13'00" East, a distance of 150.20 feet to a #5 rebar found ;
- 4) North 45°00'00" East, a distance of 60.00 feet to a #5 rebar found;
- 5) North 83°43'00" East, a distance of 69.19 feet to a #5 rebar found;
- 6) South 47°30'00" East, a distance of 77.84 feet to a #5 rebar found;
- 7) North 77°50'40" East, a distance of 157.00 feet to a #5 rebar found;
- 8) North 13°50'51" East, a distance of 91.24 feet to a #5 rebar found ;
- 9) North 82°29'30" East, a distance of 71.67 feet to a #5 rebar found;

Thence continuing with the southerly line of said Beechwood One Section 2, and becoming the southerly line Beechwood One Section 1 as recorded in Plat Book 105, Page 25A of said County Plat Records, along the following nine courses:

- 1) South 61°46'00" East, a distance of 95.51 feet to a #5 rebar found;
- 2) South 84°12'00" East, a distance of 40.50 feet to a #5 rebar found;
- 3) North 50°06'00" East, a distance of 62.00 feet to a #5 rebar found;
- 4) North 82°17'00" East, a distance of 75.00 feet to a #5 rebar found;

EXHIBIT B

PAGE 4 OF 11

LEGAL DESCRIPTION  
74.3341 ACRE TRACT  
WASHINGTON TOWNSHIP, OHIO  
DATE: August 1, 2006  
PAGE 3 OF 7

- 5) North  $78^{\circ}58'00''$  East, a distance of 130.66 feet to a #5 rebar found;
- 6) North  $84^{\circ}02'30''$  East, a distance of 48.00 feet to a #5 rebar found;
- 7) North  $74^{\circ}24'00''$  East, a distance of 44.50 feet to a #5 rebar found;
- 8) North  $25^{\circ}17'00''$  East, a distance of 44.50 feet to a #5 rebar found;
- 9) North  $05^{\circ}28'00''$  West, a distance of 53.00 feet to a #5 rebar found at the southwest corner of a 1.32 Acre Tract in the name of Kenneth B. Farwell as recorded on M.F. 88 429 B06 of said County Deed Records;

Thence with the southerly line of said 1.32 Acre Tract and becoming the southerly line of a 1.55 Acre Tract in the name of Jane Ann Booth as recorded on M.F. 88 429 B04 of said County Deed Record, South  $74^{\circ}37'49''$  East, a distance of 486.65 feet to a #5 rebar set;

Thence with a new division line of said 197.4906 Acre Tract, along the following fifteen courses:

- 1) South  $59^{\circ}59'35''$  East, a distance of 248.53 feet to a #5 rebar set;
- 2) South  $40^{\circ}25'57''$  East, a distance of 195.00 feet to a #5 rebar set;
- 3) On a curve to the left, having a radius of 175.00 feet, a Delta angle of  $13^{\circ}55'24''$ , an Arc length of 42.53 feet, the Chord bears , South  $42^{\circ}36'21''$  West, a distance of 42.42 feet to a #5 rebar set;
- 4) South  $35^{\circ}38'39''$  West, a distance of 86.01 feet to a #5 rebar set;
- 5) On a curve to the left, having a radius of 15.00 feet, a Delta angle of  $87^{\circ}05'52''$ , an Arc length of 22.80 feet, the Chord bears, South  $07^{\circ}54'17''$  East, a distance of 20.67 feet to a #5 rebar set;
- 6) On a curve to the right, having a radius of 775.00 feet, a Delta angle of  $02^{\circ}57'46''$ , an Arc length of 40.08 feet, the Chord bears , South  $49^{\circ}58'19''$  East, a distance of 40.07 feet to a #5 rebar set;
- 7) South  $48^{\circ}29'26''$  East, a distance of 95.41 feet to a #5 rebar set;
- 8) On a curve to the left, having a radius of 15.00 feet, a Delta angle of  $86^{\circ}56'34''$ , an Arc length of 22.76 feet, the Chord bears, North  $88^{\circ}02'17''$  East, a distance of 20.64 feet to a #5 rebar set;
- 9) On a curve to the right, having a radius of 735.00 feet, a Delta angle of  $21^{\circ}35'39''$ , an Arc length of 277.02 feet, the Chord bears , North  $55^{\circ}21'49''$  East, a distance of 275.38 feet to a #5 rebar set;
- 10) North  $66^{\circ}09'39''$  East, a distance of 111.22 feet to #5 rebar set;

EXHIBIT B  
PAGE 5 OF 11

LEGAL DESCRIPTION  
74.3341 ACRE TRACT  
WASHINGTON TOWNSHIP, OHIO  
DATE: August 1, 2006  
PAGE 4 OF 7

- 11) On a curve to the left, having a radius of 640.00 feet, a Delta angle of  $28^{\circ}07'56''$ , an Arc length of 314.24 feet, the Chord bears, North  $52^{\circ}05'41''$  East, a distance of 311.09 feet to a #5 rebar set;
- 12) North  $38^{\circ}01'43''$  East, a distance of 86.24 feet to #5 rebar set;
- 13) On a curve to the left, having a radius of 20.00 feet, a Delta angle of  $90^{\circ}00'00''$ , an Arc length of 31.42 feet, the Chord bears, North  $06^{\circ}58'17''$  West, a distance of 28.28 feet to a #5 rebar set;
- 14) North  $51^{\circ}58'17''$  West, a distance of 45.00 feet to #5 rebar set;
- 15) North  $38^{\circ}01'43''$  East, passing a #5 rebar at 26.00 feet, for a total distance of 41.00 feet to P.K. nail set in the centerline of Clyo Road(30.00 R.O.W.);

Thence with the centerline of said Clyo Road along the following two courses;

- 1) South  $51^{\circ}58'17''$  East, a distance of 397.41 feet to a railroad spike found;
- 2) South  $55^{\circ}26'11''$  East, a distance of 145.43 feet to a railroad spike found at the northwest corner of a 30.711 Acre Tract in the name of Jeffrey L. Whitesell as recorded in I.R. Deed #03-084964 of said County Deed Records;

Thence with the westerly line of said 30.711 Acre Tract along the following three course:

- 1) South  $05^{\circ}13'45''$  West, passing a #5 rebar found at 22.06 feet for a total distance of 584.20 feet to a #5 rebar found;
- 2) North  $87^{\circ}05'47''$  West, a distance of 173.92 feet to a #5 rebar found;
- 3) South  $03^{\circ}28'50''$  West, a distance of 369.68 feet to a #5 rebar set;

Thence with a new division line of said 197.4906 Acre Tract, along the following ten courses:

- 1) South  $84^{\circ}46'14''$  West, a distance of 298.23 feet to a #5 rebar set;
- 2) North  $82^{\circ}10'09''$  West, a distance of 284.15 feet to a #5 rebar set;
- 3) On a curve to the left, having a radius of 825.00 feet, a Delta angle of  $9^{\circ}12'52''$ , an Arc length of 132.68 feet, the Chord bears, South  $01^{\circ}14'28''$  West, a distance of 132.53 feet to a #5 rebar set;
- 4) South  $03^{\circ}21'58''$  East, a distance of 46.36 feet to a #5 rebar set;

- 5) On a curve to the left, having a radius of 15.00 feet, a Delta angle of  $90^{\circ}00'00''$ , an Arc length of 23.56 feet, the Chord bears, South  $48^{\circ}21'58''$  East, a distance of 21.21 feet to a #5 rebar set;
- 6) South  $03^{\circ}21'46''$  East, a distance of 50.00 feet to a #5 rebar set;
- 7) On a curve to the left, having a radius of 15.00 feet, a Delta angle of  $89^{\circ}48'41''$ , an Arc length of 23.51 feet, the Chord bears, South  $41^{\circ}43'41''$  West, a distance of 21.18 feet to a #5 rebar set;
- 8) On a curve to the right, having a radius of 525.00 feet, a Delta angle of  $17^{\circ}54'57''$ , an Arc length of 164.16 feet, the Chord bears, South  $5^{\circ}46'49''$  West, a distance of 163.49 feet to a #5 rebar set;
- 9) North  $86^{\circ}38'02''$  East, a distance of 69.00 feet to a #5 rebar set;
- 10) South  $86^{\circ}41'57''$  East, a distance of 563.07 feet to a #5 rebar set in the westerly line of said 30.711 Acre Tract;

Thence with the westerly line of said 30.711 Acre Tract, South  $02^{\circ}15'26''$  West, distance of 396.22 feet to #5 rebar set;

Thence with a new division line of said 197.4906 Acre Tract, along the following thirty-four courses:

- 1) North  $86^{\circ}41'57''$  West, a distance of 723.90 feet to a #5 rebar set;
- 2) South  $03^{\circ}18'03''$  West, a distance of 145.00 feet to a #5 rebar set;
- 3) North  $86^{\circ}41'57''$  West, a distance of 50.00 feet to a #5 rebar set;
- 4) North  $03^{\circ}18'03''$  East, a distance of 20.00 feet to a #5 rebar set;
- 5) North  $86^{\circ}41'57''$  West, a distance of 150.00 feet to a #5 rebar set;
- 6) North  $03^{\circ}18'03''$  East, a distance of 248.06 feet to a #5 rebar set;
- 7) North  $12^{\circ}40'44''$  East, a distance of 92.63 feet to a #5 rebar set;
- 8) North  $23^{\circ}21'02''$  East, a distance of 199.11 feet to a #5 rebar set;
- 9) On a curve to the right, having a radius of 2525.00 feet, a Delta angle of  $1^{\circ}30'30''$ , an Arc length of 66.47 feet, the Chord bears, North  $73^{\circ}47'51''$  West, a distance of 66.47 feet to a #5 rebar set;
- 10) North  $73^{\circ}02'36''$  West, a distance of 110.90 feet to a #5 rebar set;
- 11) On a curve to the left, having a radius of 15.00 feet, a Delta angle of  $84^{\circ}54'01''$ , an Arc length of 22.23 feet, the Chord bears, South  $64^{\circ}30'23''$  West, a distance of 20.25 feet to #5 rebar a set;

- 12) On a curve to the right, having a radius of 435.00 feet, a Delta angle of  $9^{\circ}06'21''$ , an Arc length of 69.13 feet, the Chord bears, South  $26^{\circ}36'33''$  West, a distance of 69.06 feet to a #5 rebar set;
- 13) North  $58^{\circ}50'16''$  West, a distance of 70.00 feet to a #5 rebar set;
- 14) On a curve to the left, having a radius of 365.00 feet, a Delta angle of  $29^{\circ}48'55''$ , an Arc length of 189.94 feet, the Chord bears, North  $16^{\circ}15'16''$  East, a distance of 187.80 feet to #5 rebar set;
- 15) North  $01^{\circ}20'49''$  East, a distance of 54.61 feet to a #5 rebar set;
- 16) North  $88^{\circ}39'11''$  West, a distance of 175.00 feet to a #5 rebar set;
- 17) South  $01^{\circ}20'49''$  West, a distance of 284.99 feet to a #5 rebar set;
- 18) South  $64^{\circ}33'09''$  West, a distance of 188.12 feet to a #5 rebar set;
- 19) North  $78^{\circ}31'15''$  West, a distance of 235.76 feet to a #5 rebar set;
- 20) North  $01^{\circ}20'49''$  East, a distance of 586.87 feet to a #5 rebar set;
- 21) North  $66^{\circ}41'03''$  East, a distance of 59.12 feet to a #5 rebar set;
- 22) North  $23^{\circ}27'10''$  West, a distance of 164.68 feet to a #5 rebar set;
- 23) On a curve to the left, having a radius of 275.00 feet, a Delta angle of  $2^{\circ}52'43''$ , an Arc length of 13.82 feet, the Chord bears, South  $65^{\circ}06'28''$  West, a distance of 13.82 feet to #5 rebar set;
- 24) North  $26^{\circ}19'53''$  West, a distance of 236.24 feet to a #5 rebar set;
- 25) North  $73^{\circ}51'09''$  West, a distance of 112.90 feet to a #5 rebar set;
- 26) North  $67^{\circ}07'15''$  West, a distance of 244.37 feet to a #5 rebar set;
- 27) On a curve to the left, having a radius of 85.00 feet, a Delta angle of  $23^{\circ}44'12''$ , an Arc length of 35.21 feet, the Chord bears, North  $11^{\circ}00'39''$  East, a distance of 34.96 feet to #5 rebar set;
- 28) North  $00^{\circ}51'27''$  West, a distance of 85.00 feet to a #5 rebar set;
- 29) On a curve to the left, having a radius of 15.00 feet, a Delta angle of  $90^{\circ}00'00''$ , an Arc length of 23.56 feet, the Chord bears, North  $45^{\circ}51'27''$  West, a distance of 21.21 feet to #5 rebar set;
- 30) South  $89^{\circ}08'33''$  West, a distance of 154.97 feet to a #5 rebar set;
- 31) On a curve to the left, having a radius of 375.00 feet, a Delta angle

EXHIBIT B

PAGE 8 OF 11

LEGAL DESCRIPTION  
74.3341 ACRE TRACT  
WASHINGTON TOWNSHIP, OHIO  
DATE: August 1, 2006  
PAGE 7 OF 7

of 71°51'18", an Arc length of 470.29, the Chord bears, South 53°12'54" West, a distance of 440.07 feet to #5 rebar set;

32) North 72°42'45" West, a distance of 50.00 feet to a #5 rebar set;

33) North 74°03'39" West, a distance of 322.79 feet to a #5 rebar set;

34) North 56°08'02" West, a distance of 58.76 feet to the TRUE PLACE BEGINNING.

This described tract contains a total of 74.3341 Acres be it the same more or less, 33.6070 Acres in Section 23 and 43.7271 Acre in Section 17 and being subject to all legal highways, easements and restrictions of record or otherwise.

The basis of bearing: East line of Beechwood Forest, Section One as recorded in Plat Book 125, Page 14 of said County Plat Records(North 23°00'00" East 760.51').


Survey Performed by The Reinke Group Inc., August, 2005 under the direct supervision of Louis J. Hanser , Ohio Professional Survey No. 7843.


Note: all #5 rebars are set(5/8"d X 30"L) are with a yellow plastic cap labeled Reinke P.L.S. # 6207.

Survey Reference #2006-0166

The Reinke Group Inc.



By:  8/1/06  
Louis J. Hanser P.S.  
Ohio Reg. #7843

JOSEPH LYNN, P.E., P.S.  
MONTGOMERY COUNTY ENGINEER  
DAYTON, OHIO  
APPROVED  
BY  DATE 8/19/06  
FILE NO. 2006-0166



LEGAL DESCRIPTION  
0.0816 ACRE TRACT  
WASHINGTON TOWNSHIP, OHIO  
DATE: October 21, 2006  
PAGE 1 OF 3

EXHIBIT B  
PAGE 9 OF 11

CIVIL ENGINEERING 859 Congress Park Drive  
SURVEYING Centerville, Ohio 45458  
LAND PLANNING www.reinkegroup.com  
LANDSCAPE ARCHITECTURE 937.434.4810 phone  
937.434.3978 fax

LEGAL DESCRIPTION FOR  
MORGAN RHOADS GREEN LLC  
0.0816 ACRE TRACT  
WASHINGTON TOWNSHIP, OHIO

Div 7

067-038-07-

Situate in the Washington Township, County of Montgomery and the State of Ohio, and being part of Section 17, Town 3, Range 5 M.Rs., being part of the remaining part of a 197.4906 Acre Tract in the name of Morgan Rhoads Green LLC, as recorded in I.R. Deed #06 068550 of the Deed Records of Montgomery County, being further bounded and described as follows;

COMMENCING at a Monument Box with cross notch, 1/2 inch iron pin at the southeast corner of said Section 23 and the centerline of Nutt Road (30.00 R.O.W.);

Thence with the centerline of Nutt Road and the southerly line of said Section 23, South 89°08'26" West, a distance of 521.84 feet to a P.K nail found at the southwest corner of a 35.535 Acre Tract in the name of Washington Township Park District as recorded on M.F. 89 196 D01 of said County Deed Records;

Thence with the westerly line of said 35.535 Acre Tract, North 00° 48' 58" West, passing a #5 rebar found at 15.00 for a distance of 1383.34 feet to the northwest corner of said 35.535 Acre Tract;

Thence with a north line of said 35.535 Acre Tract, North 88°40'10" East, a distance of 549.10 feet to #5 rebar found;

Thence continuing with the north line of said 35.535 Acre Tract, South 00°24'05" West, a distance of 199.04 feet to concrete monument found in a northerly line of said 35.535 Acre Tract;

Thence continuing with the north line of said 35.535 Acre Tract and its westward extension, South 86°41'56" East, a distance of 1208.27 feet to a #5 rebar found in the north line of a 5.44 Acre Tract in the name of Linda K. Trebnick TR. as recorded in I.R. Deed #02-161231 of said County Deed Records and being the southwest corner of a 30.711 Acre Tract in the name of Jeffrey L. Whitesell as recorded in I.R. Deed #03-084964 of said County Deed Records;

Thence with the westerly line of said 30.711 Acre Tract, North 02°15'26" East, a distance of 410.07 feet to a #5 rebar found at the southeast corner of a 74.3341 Acre Tract in the name of Saddle Creek Associates, Ltd., as recorded in I.R. Deed #06-078814 of said County Deed Records;

Thence with the southerly line of said 74.3341 Acre Tract, along the following fourteen courses:

- 1) North 86°41'57" West, a distance of 723.90 feet to a #5 rebar set;



## EXHIBIT B

PAGE 10 OF 11

LEGAL DESCRIPTION  
0.0810 ACRE TRACT  
WASHINGTON TOWNSHIP, OHIO  
DATE: October 21, 2006  
PAGE 2 OF 3

- 2) South  $03^{\circ}18'03''$  West, a distance of 145.00 feet to a #5 rebar set;
- 3) North  $86^{\circ}41'57''$  West, a distance of 50.00 feet to a #5 rebar set;
- 4) North  $03^{\circ}18'03''$  East, a distance of 20.00 feet to a #5 rebar set;
- 5) North  $86^{\circ}41'57''$  West, a distance of 150.00 feet to a #5 rebar set;
- 6) North  $03^{\circ}18'03''$  East, a distance of 248.06 feet to a #5 rebar set;
- 7) North  $12^{\circ}40'44''$  East, a distance of 92.63 feet to a #5 rebar set;
- 8) North  $23^{\circ}21'02''$  East, a distance of 199.11 feet to a #5 rebar set;
- 9) On a curve to the right, having a radius of 2525.00 feet, a Delta angle of  $1^{\circ}30'30''$ , an Arc length of 66.47 feet, the Chord bears, North  $73^{\circ}47'51''$  West, a distance of 66.47 feet to a #5 rebar set;
- 10) North  $73^{\circ}02'36''$  West, a distance of 110.90 feet to a #5 rebar set;
- 11) On a curve to the left, having a radius of 15.00 feet, a Delta angle of  $84^{\circ}54'01''$ , an Arc length of 22.23 feet, the Chord bears, South  $64^{\circ}30'23''$  West, a distance of 20.25 feet to #5 rebar a set;
- 12) On a curve to the right, having a radius of 435.00 feet, a Delta angle of  $9^{\circ}06'21''$ , an Arc length of 69.13 feet, the Chord bears, South  $26^{\circ}36'33''$  West, a distance of 69.06 feet to a #5 rebar set;
- 13) North  $58^{\circ}50'16''$  West, a distance of 70.00 feet to a #5 rebar set;
- 14) On a curve to the left, having a radius of 365.00 feet, a Delta angle of  $11^{\circ}21'15''$ , an Arc length of 72.33 feet, the Chord bears, North  $25^{\circ}29'06''$  East, a distance of 72.21 feet to #5 rebar set at the TRUE PLACE OF BEGINNING;

Thence with a new division line of said remaining part of the 197.4906 Acre Tract, along the following two courses:

- 1) North  $61^{\circ}22'53''$  West, a distance of 38.27 feet to a #5 rebar set;
- 2) On a curve to the left, having a radius of 475.00 feet, a Delta angle of  $19^{\circ}24'24''$ , an Arc length of 160.89 feet, the Chord bears, North  $18^{\circ}54'55''$  East, a distance of 160.12 feet to a #5 rebar set in the southerly line of said 74.3341 Acre Tract;

EXHIBIT B  
PAGE 11 OF 11

LEGAL DESCRIPTION  
0.0816 ACRE TRACT  
WASHINGTON TOWNSHIP, OHIO  
DATE: October 21, 2006  
PAGE 3 OF 3

Thence with the southerly line of said 74.3341 Acre Tract along the following three courses

- 1) South 88°39'11" East, a distance of 4.47 feet to a #5 rebar found;
- 2) South 01°20'49" West, a distance of 54.61 feet to a #5 rebar found;
- 3) On a curve to the right, having a radius of 365.00 feet, a Delta angle of 18°27'40", an Arc length of 117.61 feet, the Chord bears, South 10°34'38" West, a distance of 117.10 feet to the TRUE PLACE BEGINNING.

This described tract contains a total of 0.0816 Acres be it the same more or less, being subject to all legal highways, easements and restrictions of record or otherwise.

The basis of bearing: East line of Beechwood Forest, Section One as recorded in Plat Book 125, Page 14 of said County Plat Records(North 23°00'00" East 760.51').

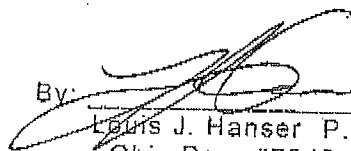
Survey Performed by The Reinke Group Inc., August, 2005 under the direct supervision of Louis J. Hanser, Ohio Professional Survey No. 7843.

Note: all #5 rebars are set(5/8"d X 30"L) are with a yellow plastic cap labeled Reinke P.L.S. # 6207.


REFERENCE SURVEY RECORD 2006-166A.

The Reinke Group Inc.



By:  10/26/06  
 Louis J. Hanser P.S.  
 Ohio Reg. #7843

JOSEPH LITVIN, PE., PS  
 MONTGOMERY COUNTY ENGINEER  
 DAYTON, OHIO

APPROVED  
 BY:  DATE: 10/31/06  
 2006-2166A

## EXHIBIT C

### **Legal Description of the Property which is subject to the Saddle Creek Declaration of Covenants, Conditions, Restrictions and Reservation of Easements**

#### **Section One**

Located in Sections 17 & 23, Town 3, Range 5 M.Rs., Washington Township, Montgomery County, Ohio and being all of Lots 1 through 27, inclusive and Lot 116 of The Trails of Saddle Creek, Section One Subdivision, as recorded in Plat Book 206, Pages 28-28B, of the Montgomery County, Ohio records.

#### **Section Two**

Located in Sections 17, Town 3, Range 5 M.Rs., Washington Township, Montgomery County, Ohio and being all of Lots 28 through 54, inclusive, of The Trails of Saddle Creek, Section Two Subdivision, as recorded in Plat Book 206, Pages 29-29A, of the Montgomery County, Ohio records.

#### **Section Three**

Located in Sections 17 & 23, Town 3, Range 5 M.Rs., Washington Township, Montgomery County, Ohio and being all of Lots 55 through 80, inclusive, of The Trails of Saddle Creek, Section Three Subdivision, as recorded in Plat Book 206, Pages 30-30A, of the Montgomery County, Ohio records.

#### **Section Four**

Located in Section 17, Town 3, Range 5 M.Rs., Washington Township, Montgomery County, Ohio and being all of Lots 81 through 115, inclusive, of The Trails of Saddle Creek, Section Four Subdivision, as recorded in Plat Book 206, Pages 31-31A, of the Montgomery County, Ohio records.

Articles of Incorporation

PAGE 1 OF 7



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
08/14/2006	200622600712	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

BARRON PECK BENNIE & SCHLEMMER  
3074 MADISON ROAD  
CINCINNATI, OH 45209

STATE OF OHIO  
CERTIFICATE

Ohio Secretary of State, J. Kenneth Blackwell

1641218

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

SADDLE CREEK COMMUNITY ASSOCIATION, INC.

and, that said business records show the filing and recording of:

Document(s)

DOMESTIC ARTICLES/NON-PROFIT

Document No(s):

200622600712



United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of  
the Secretary of State at Columbus,  
Ohio this 11th day of August, A.D.  
2006.

*J. Kenneth Blackwell*  
Ohio Secretary of State



Prescribed by J. Kenneth Blackwell

Ohio Secretary of State  
Central Ohio (614) 466-3910  
Toll Free 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos  
e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)	
Mail Form to one of the Following:	
<input type="radio"/> Yes	PO Box 1390 Columbus, OH 43216 *** Requires an additional fee of \$100 ***
<input checked="" type="radio"/> No	PO Box 670 Columbus, OH 43216

### INITIAL ARTICLES OF INCORPORATION

(For Domestic Profit or Non-Profit)

Filing Fee \$125.00

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

(1) <input type="checkbox"/> Articles of Incorporation Profit (113-ARF) ORC 1701	(2) <input checked="" type="checkbox"/> Articles of Incorporation Non-Profit (114-ARN) ORC 1702	(3) <input type="checkbox"/> Articles of Incorporation Professional (170-ARP) Profession _____ ORC 1785
--	---	---

2006 AUG 11 AM 8:16

Complete the general information in this section for the box checked above.

FIRST: Name of Corporation SADDLE CREEK COMMUNITY ASSOCIATION, INC

SECOND: Location Washington Twp Montgomery  
(City) (County)

Effective Date (Optional) \_\_\_\_\_  
(mm/dd/yyyy) *Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.*

Check here if additional provisions are attached

Complete the information in this section if box (2) or (3) is checked. Completing this section is optional if box (1) is checked

THIRD: Purpose for which corporation is formed

See Third Article, attached

Complete the information in this section if box (1) or (3) is checked.

FOURTH: The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their par value if any)

(Refer to instructions if needed) \_\_\_\_\_ (No of Shares) \_\_\_\_\_ (Type) \_\_\_\_\_ (Par Value)

### THIRD ARTICLE

The Saddle Creek Community Association, Inc. (the "Association"), is formed for the purpose of providing for the establishment, maintenance, improvement, preservation, administration, and architectural control of the lots and easement areas within that residential community to be known as The Trails of Saddle Creek, located in Washington Township, Montgomery County, Ohio, to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and to this end the Association shall have the power to:

(a) perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions, Restrictions and Easements, hereinafter called the "Declaration" applicable to the property and to be recorded in the Office of the Montgomery County, Ohio Recorder, as the same may be amended from time to time as therein provided;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and, subject to limitations and conditions set out in the "Declaration," mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, subject to the limitations and conditions set out in the "Declaration;"

(f) have and to exercise any and all powers, rights and privileges which a corporation organized under the non-profit corporation statutes of the State of Ohio by law may now or hereafter have or exercise;

(g) take any action necessary, expedient, incidental, appropriate or convenient to the carrying out of the foregoing purposes.

The Association shall not do any act or enter into any agreement or enter into any transaction in a manner which would violate any provision of the Ohio Revised Code or these Articles, the Declaration, or the By-Laws of the Association.

Completing the information in this section is optional

FIFTH: The following are the names and addresses of the individuals who are to serve as initial Directors

Gary E. Menchhofer

(Name)

10123 Alliance Road, Suite 100

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Cincinnati

(City)

Ohio

(State)

45242

(Zip Code)

James P. Sullivan

(Name)

10123 Alliance Road, Suite 100

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Cincinnati

(City)

Ohio

(State)

45242

(Zip Code)

James E. Kiefer

(Name)

10123 Alliance Road, Suite 100

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Cincinnati

(City)

Ohio

(State)

45242

(Zip Code)

REQUIRED  
Must be authenticated  
(signed) by an authorized  
representative  
(See Instructions)

*Daniel M. Bennie*  
Authorized Representative

8-4-06  
Date

Daniel M. Bennie  
(Print Name)

Authorized Representative

Date

(Print Name)

Authorized Representative

Date

(Print Name)

#### SIXTH ARTICLE

Every person or entity who is a record owner of a freehold or undivided freehold interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association, for the duration of his ownership. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

#### SEVENTH ARTICLE

The Association shall have two classes of voting membership:

**Class A** - Class A Members shall be all Owners (with the exception of the Declarant for as long as Class B membership exists) who shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as set forth in the Declaration and By-Laws.

**Class B** - Class B Members shall be the Declarant (as defined in the Declaration) and the vote of the Declarant shall be exercised as set forth in the Declaration and By-Laws. The Class B Membership shall cease to be, and will be converted to Class A Membership with one vote for each Lot, on the happening of the following events whichever occurs later: a) twenty (20) years following the conveyance of the first Lot of The Trails of Saddle Creek or; b) abandonment of The Trails of Saddle Creek Property by Declarant.

Provided however that nothing herein contained shall be construed to prohibit the Class B member from converting all or part of its Class B membership to Class A membership with the results set forth above at any time earlier than the later of the alternative events referred to above by a written statement executed by the Declarant and delivered to the Association.

#### EIGHTH ARTICLE

These Articles of Incorporation may be amended in the manner now or hereafter provided by Ohio Statutes, but only with the assent of fifty-one percent (51%) of the total number of votes held by each class of the members, provided that no amendment hereof shall effectuate or constitute a change in the "Declaration" unless approved by the requisite number of owners as provided in the Declaration. The Declaration may be amended as provided therein.

#### NINTH ARTICLE

In the event of dissolution of the Association, the assets of the Association shall be dedicated to an appropriate public agency to be devoted to purposes as nearly practicable the same as those to which were required to be devoted by the Association.



In the event that such dedication is refused acceptance, such assets shall be granted, conveyed or assigned to a non-profit corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by this Association. This Association shall not be dissolved without the written consent of at least sixty-six and two-thirds (66-2/3%) of the number of votes of each class of members.

#### TENTH ARTICLE

A Trustee or officer of the Association shall not be disqualified by his office from dealing or contracting with the Association as a vendor, purchaser, employee, agent or otherwise; nor shall any transaction, contract or act of the Association be void or voidable or in any way affected or invalidated by reason of the fact that any Trustee or officer or any firm of which such Trustee or officer is a member, or any corporation of which such Trustee or officer is a shareholder, Trustee or officer, is in any way interested in such transaction, contract or act; provided, however, that the fact that such Trustee, officer, firm or corporation is so interested must be disclosed to or known by the Board of Trustees or such members thereof as shall be present at the meeting of said Board at which action is taken upon such matters. No Trustee or officer shall be accountable or responsible to the Association for or in respect to any such transaction, contract, or act or for any gains or profits realized by him or by any organization affiliated with him as a result of such transaction, contract or act. Any such Trustee or officer may be counted in determining the existence of a quorum at any meeting of the Board of Trustees of the Association which shall authorize or take action in respect of any such contract, transaction or act, and may vote to authorize, ratify or approve any such contract, transaction or act, with like force and effect as if he or any firm of which he is a member or a corporation of which he is a shareholder, officer or Trustee, were not interested in such transaction, contract or act.

#### ELEVENTH ARTICLE

The Association shall indemnify any and every Trustee, officer or employee against expenses, judgments, decrees, fines, penalties or amounts paid in settlement in connection with the defense of any pending or threatened action, suit or proceeding, criminal or civil, to which such Trustee, officer or employee is or may be made a party by reason of being or having been such Trustee, officer or employee, provided a determination is made by the Trustees in the manner set forth in Ohio Revised Code Section 1702.12(e)(1) to the effect (a) that such Trustee, officer or employee was not, and has not been adjudicated to have been, negligent or guilty of misconduct in the performance of his duty to the Association of which he is a Trustee, officer or employee, (b) that he acted in good faith in what he reasonably believed to be the best interest of such Association, and (c) that, in any matter the subject of a criminal action, suit or proceeding, he had no reasonable cause to believe that his conduct was unlawful. Such indemnification shall not be deemed exclusive of any other rights to which such Trustee, officer or employee may be entitled under these Articles, the By-Laws of this Association, any agreement or any insurance purchased by this Association, or by vote of the members, or otherwise.



**EXHIBIT E**

**SADDLE CREEK  
COMMUNITY ASSOCIATION, INC.  
BY-LAWS AND REGULATIONS**

**This Instrument prepared by:**

**Daniel M. Bennie, Esq.  
BARRON, PECK & BENNIE  
Barron, Peck, Bennie & Schlemmer Co., LPA  
3074 Madison Rd.  
Cincinnati, OH 45209  
513/721-1350**

**BY-LAWS AND REGULATIONS**  
**OF**  
**SADDLE CREEK COMMUNITY ASSOCIATION, INC.**

**ARTICLE I**

**NAME AND LOCATION**

The name of the Association is **SADDLE CREEK COMMUNITY ASSOCIATION, INC.**, (the "Association"). The principal office of the Association shall be located at 10123 Alliance Rd., Suite 100, Cincinnati, Ohio 45242, but meetings of Members and Trustees may be held at such places within Montgomery County, State of Ohio, or as may be designated by the Board of Trustees.

**ARTICLE II**

**DEFINITIONS**

**Section 1.** "Declaration" shall mean and refer to the "Declaration of Covenants, Conditions, Restrictions and Reservation of Easements" applicable to the Property known as "The Trails of Saddle Creek," recorded in the Office of the Montgomery County Recorder, as the same may be amended from time to time.

**Section 2.** As used in these By-Laws, the terms "Articles" and "Articles of Incorporation," "Association", "Board" and "Board of Trustees", "By-Laws", "Common Areas" and "Community Facilities", "Declarant", "Development Period", "Living Unit", "Lot", "Member", "Owner", "Property", Saddle Creek Property" and "Trustee" or "Trustees" shall have the same meaning as each is defined to have in the Declaration.

**ARTICLE III**

**MEETING OF MEMBERS**

**Section 1. Annual Meetings.** The first annual meeting of the Members shall be held within eighteen (18) months from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the first Monday of the same month of each year thereafter. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

**Section 2. Special Meetings.** Special meeting of the Members may be called at any time by the President or by the Board of Trustees.

**Section 3. Notice of Meetings.** Except as otherwise provided in the Declaration, written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or

person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

**Section 4. Quorum.** A quorum of those present at a meeting of Members entitled to cast the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

**Section 5. Adjourned Meetings.** If, at any regular or special meeting of the Members of the Association, there be less than a quorum present, a majority of those Members present and entitled to vote may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called, at which time the quorum requirement shall be fifteen (15%) percent of the votes of each class of membership of the Association and any business which might lawfully have been transacted at the meeting as originally called may be transacted without further notice.

**Section 6. Proxies.** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

**Section 7. Voting.** The vote of the majority of those present, either in person or by proxy, shall decide any question brought before the meeting, unless the question is one upon which a different vote is required by provision of the laws of Ohio, the Declaration, the Articles of Incorporation of the Association or these By-Laws.

**Section 8. Suspension of Voting Privileges.** No Member shall be eligible to vote or to be elected to the Board of Trustees who is shown on the books of the Association to be more than sixty (60) days delinquent in the payment of any assessment due the Association.

## **ARTICLE IV**

### **BOARD OF TRUSTEES - SELECTION - TERM OF OFFICE**

**Section 1. Board of Trustees.** The initial Board shall consist of three (3) Trustees appointed by the Class B Member who shall serve until their respective successors are appointed and qualified. Declarant appointed Trustees need not be Members of the Association. Except as otherwise hereafter provided and except for the period during which the Declarant shall control the Board, Trustees shall be elected for three (3) year terms of office and shall serve until their respective successors are elected and qualified. Any vacancy which occurs in the initial or any subsequent Board, by reason of death, resignation, removal, or otherwise, may be filled at any meeting of the Board by the affirmative vote of a majority of the remaining Trustees representing the same class of Members who elected or appointed the Trustee whose position has become vacant.

Any Trustee elected to fill a vacancy shall serve as such until the expiration of the term of the Trustee whose position he or she was elected to fill.

On or before the fifth annual meeting, the Board of Trustees shall expand from three (3) to five (5). At such meeting, the Class B Member shall appoint three (3) Trustees for a three (3) year term. Thereafter, at each tri-annual meeting the Class B Member, until such time as the Declarant shall transfer control of the Board to the Class A Members, shall appoint three (3) Trustees for a three (3) year term.

On or before the fifth annual meeting, the Class B Member shall appoint two (2) Trustees from the Class A Members. One of the Trustees shall be appointed for a two (2) year term, one of the Trustees shall be appointed for a one (1) year term. At the expiration of the terms of such Trustees and until such time as the Declarant shall transfer control of the Board to the Class A Members, the Class B Member shall, at the annual meeting, appoint successor Trustees for a two (2) year term. The Declarant shall transfer control of the Board to the Class A Members after the later of the following events: (i) twenty (20) years following conveyance of the first Lot of the Saddle Creek Property by the Declarant; or (ii) abandonment of the Saddle Creek Property by Declarant. At this meeting, all Declarant appointed Trustees shall be deemed removed from office and the Class A Members, including the Declarant if it is then an Owner, shall elect a Trustee to fill each vacancy on the Board. The terms of said elected Trustees shall be from one to three years, as determined by the Board, so that in any one year thereafter, the terms of no more than three (3) nor less than two (2) Trustees shall expire. At all times after this meeting, the Board shall consist of five (5) Trustees who shall be Owners or their employees or agents. Additionally, after this meeting, all Trustees, and their successors, shall be elected by Class A Members and shall be elected for a three (3) year term.

Notwithstanding anything above to the contrary, the Class B Member may, by written notice to the Board, at or before any annual meeting, relinquish to the Class A Members, the Class B Members right to elect one or more Trustees at such annual meeting pursuant to this section.

**Section 2. Election.** Following the termination of Class B Membership, election to the Board of Trustees shall be by written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**Section 3. Removal.** Any Trustee may be removed from the Board, with or without cause, by a majority vote of the Members of the Association.

**Section 4. Compensation.** No Trustee shall receive compensation for any service he may render to the Association. However, any Trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

**Section 5. Action Taken Without a Meeting.** The Trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Trustees. Any action so approved shall have the same effect as though taken at a meeting of the Trustees.

## **ARTICLE V**

### **NOMINATION OF TRUSTEES**

**Section 1. Nomination.** Nomination for election to the Board of Trustees shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Trustees, and two or more Members of the Association appointed by the Chairman. The Nominating Chairman shall be appointed by the Board of Trustees at least sixty (60) days prior to each annual meeting of the Members, to serve from the time of appointment until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled by election.

## **ARTICLE VI**

### **MEETINGS OF TRUSTEES**

**Section 1. Regular Meetings.** The Board of Trustees shall meet annually within ten (10) days after the annual meeting of Members and in addition to the annual meeting shall meet at regular meetings established as to time and place by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

**Section 2. Special Meetings.** Special meetings of the Board of Trustees shall be held when called by the President of the Association, or by any three (3) Trustees, after not less than three (3) days notice to each Trustee.

**Section 3. Waiver of Notice.** Any requirement of notice to a Trustee provided under this Article VI may be waived by the Trustee entitled thereto by written waiver of such notice signed by the Trustee and filed with the Secretary of the Association.

**Section 4. Quorum.** A majority of Trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Trustees present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VII

### **POWERS AND DUTIES OF THE BOARD OF TRUSTEES**

**Section 1. Powers.** The Board of Trustees shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Areas and Community Facilities and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the Common Areas and Community Facilities of a Member during any period in which such Member shall be in default in the payment of any Assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a member of the Board of Trustees to be vacant in the event such Trustee shall be absent from three (3) consecutive regular meetings of the Board of Trustees; and
- (e) employ a manager, an independent contractor, or such employees as they deem necessary, and to prescribe their duties.

**Section 2. Duties.** It shall be the duty of the Board of Trustees to:

- (a) cause to be kept a complete record of all its acts, corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is required in writing by the Class B Member and by thirty (30%) percent of the Class A Members;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
  - (1) fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period;
  - (2) send written notice of each Assessment to every Owner subject thereto fifteen (15) days in advance of each assessment period; and
  - (3) foreclose the lien against any property for which Assessments are not paid within sixty (60) days after due date or to bring an action at law against the Owner personally



obligated to pay the same, when, in the sole determination of the Board, foreclosure or an action at law is necessary to collect such Assessments and otherwise protect the interest of the Association;

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge not to exceed Twenty-Five (\$25.00) dollars may be made by the Board for issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability, hazard and other appropriate insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Areas and Community Facilities to be maintained;

(h) otherwise perform duties imposed by the Declaration.

## **ARTICLE VIII**

### **OFFICERS AND THEIR DUTIES**

**Section 1. Enumeration of Officers.** The officers of this Association shall be a President and Vice-President, who shall at all times be Members of the Board of Trustees, a Secretary, and a Treasurer, and such other officers as the Board may from time to time create by resolution.

**Section 2. Election of Officers.** The election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the Members.

**Section 3. Term.** The officers of the Association shall be elected by the Board and each shall hold office for three (3) years unless such officer shall sooner resign, or shall be removed, or be otherwise disqualified to serve.

**Section 4. Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

**Section 5. Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6. Vacancies.** A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

**Section 7. Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

**Section 8. Duties.** The duties of the officers are as follows:

**President**

The President shall preside at all meetings of the Members and of the Board of Trustees and shall see that orders and resolutions of the Board are carried out.

**Vice-President**

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

**Secretary**

The Secretary shall: 1) record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; 2) serve notice of meetings of the Board and of the Members; 3) keep appropriate current records showing the Members of the Association together with their addresses; and 4) shall perform such other duties as required by the Board.

**Treasurer**

The Treasurer shall: 1) receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees; 2) keep proper books of account; 3) cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and 4) shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

**ARTICLE IX**

**COMMITTEES**

The Board of Trustees shall appoint a Finance and Budget Committee consisting of not more than six (6) Members of the Association.

The Board of Trustees shall appoint a Design Review Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Trustees shall appoint other committees as deemed appropriate in carrying out its purposes.

## ARTICLE X

### INDEMNIFICATION

In addition to any other right or remedy to which the persons hereafter described may be entitled, under the Articles of Incorporation, By-Laws, Declaration, any other agreement, or by vote of the Members or otherwise, the Association shall, and does, indemnify any Trustee or officer of the Association or former Trustee or officer of the Association, who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a Trustee or officer of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

## ARTICLE XI

### MISCELLANEOUS

**Section 1. Books and Records.** The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

**Section 2. Corporate Seal.** The Board of Trustees may, if it desires, provide a suitable corporate seal containing the name of the Association and other appropriate statements, as the Board of Trustees shall determine.

**Section 3. Fiscal Year.** The fiscal year shall begin on the first day of January of every year, except that the first fiscal year of the Association shall begin at the date of incorporation. The commencement date of the fiscal year herein established shall be subject to change by the Board of Trustees should corporate practice subsequently dictate.

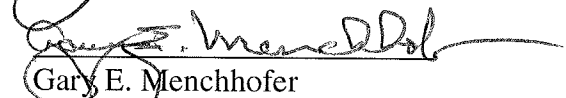
**Section 4. Execution of Association Documents.** With the prior authorization of the Board of Trustees, all notes, contracts and other documents shall be executed on behalf of the Association by either the President or the Vice-President, and all checks and other drafts shall be executed on behalf of the Association by such officers, agents or other persons as are from time to time designated by the Board of Trustees.

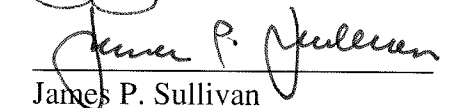
**Section 5. Conflict.** In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of conflict between the Declaration and these By-Laws, the Declaration shall control.

**Section 6. Amendments.** These By-Laws may be amended, at a regular or special meeting of the Members, by affirmative vote of the Class B Member, and fifty-one percent (51%) of the total number of votes held by Class A Members.

We, the undersigned Trustees of Saddle Creek Community Association, Inc., an Ohio non-profit corporation, No. 1641218 recorded in the records of incorporation and miscellaneous filings in the Office of the Secretary of State of Ohio, do hereby approve the adoption of the foregoing By-Laws and Regulations, for the governance of this Association.

  
James E. Kiefer

  
Gary E. Menchhofer

  
James P. Sullivan

# **EXHIBIT F**

to

## **The Trails of Saddle Creek**

Declaration of Covenants, Conditions,  
Restrictions  
And Reservation of Easements

### **Common Areas and Community Facilities for The Trails of Saddle Creek Sections 1 through 4**

1. The real property identified as Common Area lots on the Subdivision Plats for The Trails of Saddle Creek Sections 1 through 4, and described as follows:
  - a. Lots 25, 26, 27, and 116 of The Trails of Saddle Creek, Section One
  - b. Lots 52, 53, and 54 of The Trails of Saddle Creek, Section Two
  - c. Lot 80 of The Trails of Saddle Creek, Section Three
  - d. Lots 112, 113, 114, and 115 of The Trails of Saddle Creek, Section Four
2. Landscaped and grassed areas and plants and entry features within or along public right of ways, and within Common Area lots including but not limited to stone entry walls and columns, community entry signage, irrigation, and lighting.
3. Three rail white vinyl fencing, whether located within the Development or on real property.
4. Street name signs and traffic control signs.
5. Neighborhood identification signs including landscaped plantings areas.
6. Pedestrian plaza areas, consisting of brick pavers, stone columns, fencing, and landscape plantings.
7. Hike-Bike Trail located within or along the public roadway Saddle Creek Trail.
8. Swimming Pool(s), Pavilion Building, and Community recreation amenities located on Lot number 52 in The Trails of Saddle Creek, Section Two.
9. All Storm Water Facilities identified for maintenance in **Exhibit G, Part 1**, pursuant to the Maintenance Schedule described in **Exhibit G, Part 2**.

# EXHIBIT G

## STORM WATER FACILITIES AND MAINTENANCE SCHEDULE

For

### The Trails of Saddle Creek

#### PART 1 – STORMWATER FACILITIES

##### The Trails of Saddle Creek, Section One (1)

The following items are to be maintained by Saddle Creek Community Association, Inc.

<u>Item</u>	<u>Size</u>	<u>Length</u>	<u>Plan Identification</u>	<u>Plan Location</u>
Storm Sewer	36"	16 LF	Between MH119-PE120	Lot 25 (Open)
Storm Sewer	12"	40 LF	Between CB113-PE113A	Detention
Storm Sewer	36"	25 LF	Between HW111A-RW	Detention
Storm Sewer	12"	75 LF	Between CB57-CB58	Detention 116
Storm Sewer	15"	32 LF	Between CB58-HW58C	Detention 116
Storm Sewer	12"	54 LF	Between CB60-HW60A	Detention 116
Storm Sewer	27"	25 LF	Between RW-CB70 (Inlet)	Detention 116
Storm Sewer	24"	68 LF	Between MH29-HW29D	Detention 116
Storm Sewer	27"	152 LF	Between MH71-RW(SCT)	Future Open
Storm Sewer	27"	40 LF	Between MH71-RW(BBD)	Future Open
Storm Inlets	Headwall		HW117A	Lot 26 (Open)
Storm Inlets	Headwall		HW116	Lot 26 (Open)
Storm Inlets	Headwall		HW111A	Detention
Storm Inlets	Catch Basin (Det.)		HWCB70	Detention 116
Storm Manholes	Std. Manhole		MH119	Lot 25 (Open)
Storm Manholes	Std. Manhole		MH71	Future Open
Storm Sewer Outlet	Headwall		HW58C	Det. Lot 116
Storm Sewer Outlet	Headwall		HW60A	Det. Lot 116
Storm Sewer Outlet	Headwall		HW29D	Detention 116
Storm Sewer Outlet	Headwall		PE120	Lot 25 (Open)
Storm Sewer Outlet	Headwall		PE107C	Adj. Lot 14
Detention Basin			Detention Basin	Adj. Lot 16
Retention Basin			Retention Basin	Lot 116

---

EXHIBIT G, PART 1 (Continued)

**The Trails of Saddle Creek, Section Two (2)**

The following items are to be maintained by Saddle Creek Community Association, Inc.

<u>Item</u>	<u>Size</u>	<u>Length</u>	<u>Plan Identification</u>	<u>Plan Location</u>
Storm Sewer	12"	200 LF	Between CB98A-CB98B	Clyo Road
Storm Sewer	12"	75 LF	Between CB98B-MH	Clyo Road
Storm Sewer	27"	300 LF	Between MH-MH	Clyo Road
Storm Sewer	27"	300 LF	Between MH-MH	Clyo Road
Storm Sewer	27"	105 LF	Between MH-HW	Clyo Road
Storm Sewer	24"	45 LF	Between MH-CB97	Lot 41
Storm Sewer	27"	115 LF	Between MH9-HW10	Lot 31
Storm Sewer	12"	60 LF	Between CB29B-CB29A	Lot 52
Storm Sewer	12"	156 LF	Between MH7-CB7E	Lot 52
Storm Sewer	12"	206 LF	Between CB58A-CB58B	Lot 53 Open
Storm Sewer	12"	22 LF	Between CB58B-CB58 (Sect 1)	Lot 54 P.D.
Storm Sewer	15"	22 LF	Between CB52-CB53	Priv. Dr.
Storm Sewer	15"	35 LF	Between CB53-HW53A	Lot 116
Storm Inlets	Catch Basin		CB98A	Clyo Road
Storm Inlets	Catch Basin		CB98B	Clyo Road
Storm Inlets	Catch Basin		CB98A	Clyo Road
Storm Inlets	Catch Basin		CB58A	Lot 53 Open
Storm Inlets	Catch Basin		CB29A	Lot 52
Storm Inlets	Catch Basin		CB27A	Lot 52
Storm Inlets	Catch Basin		CB27B	Lot 52
Storm Inlets	Catch Basin		CB7E	Lot 52
Storm Manholes	Std. Manhole		MH	Clyo Road
Storm Manholes	Std. Manhole		MH	Clyo Road
Storm Manholes	Std. Manhole		MH	Clyo Road
Storm Manholes	Std. Manhole		MH9	Lot 31
Storm Manholes	Std. Manhole		MH7	Lot 52
Storm Sewer Outlet	Headwall		HW	Clyo Road
Storm Sewer Outlet	Headwall		HW10	Lot 116 Det.

EXHIBIT G, PART 1 (Continued)

**The Trails of Saddle Creek, Section Three (3)**

The following items are to be maintained by Saddle Creek Community Association, Inc.

<u>Item</u>	<u>Size</u>	<u>Length</u>	<u>Plan Identification</u>	<u>Plan Location</u>
Storm Sewer	36"	225 LF	Between CB116-CB214	Future Lot
Storm Sewer	15"	174 LF	Between CB24A-PlugMH24	Lot 81
Storm Inlets	Catch Basin		CB116	Open
Storm Inlets	Catch Basin		CB26A	Lot 80 Open
Storm Inlets	Catch Basin		CB24A	Lot 81 Sect. 4

**The Trails of Saddle Creek, Section Four (4)**

The following items are to be maintained by Saddle Creek Community Association, Inc.

<u>Item</u>	<u>Size</u>	<u>Length</u>	<u>Plan Identification</u>	<u>Plan Location</u>
Storm Sewer	12"	72 LF	Between CB5C-CB5D	Lot 115
Storm Inlets	Catch Basin		CB5C	Lot 115

**EXHIBIT G, PART 2 - MAINTENANCE SCHEDULE**

Applicable to all Sections of **The Trails of Saddle Creek**

<u>Item</u>	<u>Inspection Period</u>	<u>Procedure</u>
Storm Sewer / Manhole	Yearly	A. Visually inspect for blockage / debris. 1. Clear all blockage and remove debris B. Secure all manhole covers.
Storm Sewers	Yearly	A. Visually inspect for blockages and siltation 1. Clear all blockages. 2. Flush siltation where depth of siltation build-up exceeds 25% of pipe diameter.



EXHIBIT G, PART 2 - Maintenance Schedule (Continued)

Item	Inspection Period	Procedure
Storm Sewer Inlets	Yearly	A. Visually inspect for blockage, debris, and siltation. <ol style="list-style-type: none"> <li>1. Clear all blockages and remove debris.</li> <li>2. Check that all street grates are secure</li> </ol>
Storm Sewer Outlets	Yearly	A. Visually inspect for blockage / debris <ol style="list-style-type: none"> <li>1. Clear all blockage and remove debris.</li> <li>2. In case where paved aprons, rip-rap channels or other flow retarding facilities extend beyond storm sewer outlet, such facilities should be cleaned of blockages and siltation.</li> </ol>
Detention Basin / Retention Basin	Yearly	A. Check for loose debris and siltation in basin <ol style="list-style-type: none"> <li>1. Remove all debris.</li> <li>2. Remove siltation where the buildup of silt is such to impede the flow of water along the paved ditch or into the</li> <li>3. overflow structure, or has covered the grassed bottom of the facility.</li> <li>4. Re-seed basin upon completion of silt removal.</li> <li>5. Basin should be mowed at the minimum annually.</li> </ol> B. Visually inspect perimeter of detention basin for erosion of earthen barrier. <ol style="list-style-type: none"> <li>1. Restore eroded area by regarding and reseedling.</li> </ol>
Overflow Structure / Detention Basin Release Structure	Yearly	A. Visually inspect for blockage by debris and siltation. <ol style="list-style-type: none"> <li>1. Remove debris and siltation and assure clearance of all inlet ports.</li> <li>2. Secure lids / or grating.</li> </ol>

EXHIBIT G, PART 2 - Maintenance Schedule (Continued)

Item	Inspection Period	Procedure
Paved Ditch Channel	Yearly	<p>A. Visually inspect for blockage by debris and silt.</p> <ol style="list-style-type: none"> <li>1. Clear and remove debris and silt from paved ditch.</li> </ol>
Drainage Channels	Yearly	<p>A. Visually inspect along the length of the drainage channel for any obstruction or blockage that would restrict the overland flow of water.</p> <ol style="list-style-type: none"> <li>1. Clear channel of any obstruction /blockage.</li> <li>2. Where the channel is a grassed swale, a minimum yearly mowing should be provided.</li> </ol> <p>B. All channels should be checked for change of course and erosion.</p> <ol style="list-style-type: none"> <li>1. Reestablish channel and re-sod or re-seed channel.</li> <li>3. The County Engineer's Office should be consulted for advise regarding any change of course of any channel with a year around flow of water.</li> </ol>