

**AMENDED AND RESTATED MASTER DECLARATION
OF COVENANTS, RESTRICTIONS,
EASEMENTS, ASSESSMENTS, AND ASSESSMENT LIENS**

FOR

SORAYA FARMS SUBDIVISION

CLEARCREEK TOWNSHIP, WARREN AND MONTGOMERY COUNTY, OHIO

June 12, 2009

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**AMENDED AND RESTATED MASTER DECLARATION
OF COVENANTS, RESTRICTIONS,
EASEMENTS, ASSESSMENTS, AND ASSESSMENT LIENS FOR
SORAYA FARMS SUBDIVISION**

THIS AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, ASSESSMENTS, AND ASSESSMENT LIENS FOR SORAYA FARMS SUBDIVISION (this “**Master Declaration**”), is made as of this 12th day of June, 2009, by SORAYA FARMS, LLC, an Ohio limited liability company (hereinafter referred to as “**Declarant**”), whose address is 8534 Yankee Street, Dayton, Ohio 45458, with reference to the following:

- A. Declarant is the owner of the approximately 172.28 acres of real property located in Clearcreek Township, in both Warren and Montgomery County, Ohio and more particularly described by metes and bounds in Exhibit A-1 (the “**Property**”).
- B. The real property described in Exhibit A-1 was zoned R-1 PUD and B-1 PUD and a planned unit development site plan was approved by Clearcreek Township (“**Original PUD Site Plan**”).
- C. Declarant executed and recorded that certain Master Declaration of Covenants, Restrictions, Easements, Assessments, and Assessment Liens for Soraya Farms Subdivision (the “**Original Master Declaration**”) on December 2, 2008 in Official Record Volume 4772, Page 267 in the records of the Warren County, Ohio Recorder’s Office, which was amended by an Amendment to Declaration of Condominium for Soraya Farms Residential Condominium recorded on April 17, 2009 in Official Record Volume 4853, Page 112 in the records of the Warren County, Ohio Recorder’s Office.
- D. A subdivision record plan for a portion of the Property was recorded in the plat records of Warren County, Ohio at Book 82, Pages 44, 45 and 46 of the Warren County, Ohio Plat Records, pursuant to which such portion of the real property described in Exhibit A-1 is now described as set forth in Exhibit A-2 (such portion being referred to herein as “**Section 1**”).
- E. The Original PUD Site Plan and the Original Master Declaration contemplated that the Planned Unit Development (as defined below) would include up to one-hundred and forty eight (148) condominium units to be created within multiple phases or one or more condominium regime(s).
- F. Declarant executed and recorded that certain Declaration of Condominium for Soraya Farms Residential Condominium on December 19, 2008 in Official Record Volume 4779, Page 79, in the office of the Recorder of Warren County, Ohio creating the initial phase of the initial condominium regime (the “**Condominium**”).

G. The Condominium was terminated pursuant to that certain Certificate of Removal of Property from Provisions of Condominium Law recorded on June ____, 2009 in Official Record Volume _____, Page _____, in the office of the Recorder of Warren County, Ohio.

H. Declarant desires to revise the Original PUD Site Plan and re-plot the condominium portion of Section 1 of the Subdivision (as defined below) to eliminate the condominium regime and create in its place the "Soraya Farms Lifestyle Community" (as more particularly described below), which will be similar to the condominium regime as the exterior of the homes, the land and landscaping will be maintained by the Master Association and paid by the Lifestyle Lot Owners through assessments. As set forth herein, the Soraya Farms Lifestyle Community will be subject to covenants, easements and restrictions similar to those imposed on the condominium regime.

I. In addition, Declarant desires to revise the Original PUD Site Plan and re-plot the Commercial Area to make certain modifications to such Commercial Area.

J. In furtherance of the foregoing, Declarant desires to amend and restate the Original Master Declaration to reflect the foregoing described changes.

NOW THEREFORE, Declarant hereby declares that the Original Master Declaration is hereby amended and restated as follows:

ARTICLE I - DECLARATION/PURPOSE

1.01 The Property described in Exhibit A-1 is referred to herein as the "**Planned Unit Development**" or sometimes referred to herein as the "**Subdivision**".

1.02 Declarant anticipates that the Planned Unit Development will consist of:

1.02.1 Two Hundred Thirty-One (231) lots upon which single-family homes may be constructed (the "**SF Lots**"), which SF Lots are created by and delineated on the Site Plan. The area in which the SF Lots are located shall be referred to herein, and delineated on the Site Plan, as the "**Single Family Area**".

1.02.2 Up to One-Hundred and Forty Eight (148) lots upon which either one-unit detached homes, two-unit attached homes or four-unit attached homes may be constructed (the "**Lifestyle Lots**"), which Lifestyle Lots are created by and delineated on the Site Plan. The area in which the Lifestyle Lots are located shall be referred to herein, and delineated on the Site Plan, as the "**Soraya Farms Lifestyle Community**" or the "**Lifestyle Community**". The Single Family Area and the Lifestyle Community are collectively referred to herein as the "**Residential Area**".

1.02.3 A commercial retail development (the “**Commercial Area**”). The Commercial Area is delineated on the Site Plan.

1.02.4 The Common Areas of the Planned Unit Development shall be defined as any property owned by the Master Association, including any land, ponds, trails, bike paths, private roadways, buildings and other amenities and any landscaping or vegetation and masonry pavers within or adjacent to public rights-of-way, including roadway medians, all of which are delineated on the Site Plan (“**Common Areas**”). The Common Areas shall be for the benefit of the Owners, subject to the terms of use of the Common Areas outlined in Article VIII of this Master Declaration. The care and maintenance of the Common Areas is outlined in Article VIII of this Master Declaration.

1.03 In order to advance the purposes of this Master Declaration, Soraya Farms Subdivision Master Association, Inc., an Ohio nonprofit corporation (the “**Master Association**”), has been established to (i) own, operate, maintain, and administer the Common Areas on behalf of the owners of both SF Lots within the Single Family Area and the Lifestyle Lots within the Soraya Farms Lifestyle Community, and (ii) maintain, the Lifestyle Lots and certain portions of the improvements constructed thereon on behalf of the owners of the Lifestyle Lots within the Soraya Farms Lifestyle Community.

1.04 The costs incurred by the Master Association in connection with the operation, administration, maintenance and repair of the Common Areas shall be assessed to and shared equally by all of the owners of SF Lots and Lifestyle Lots within the Planned Unit Development, such amounts being an encumbrance upon all such SF Lots and Lifestyle Lots. The costs incurred by the Master Association in connection with the Lifestyle Lots and certain portions of the improvements constructed thereon shall be assessed to the owners of the Lifestyle Lots within the Planned Unit Development as more particularly set forth in Article VII below, such amounts being an encumbrance upon all such Lifestyle Lots.

1.05 In addition, the Declarant, as such Owner of the above described Planned Unit Development, desires to restrict the use to or for which the said SF Lots, Lifestyle Lots and the real property within the Commercial Area of the Planned Unit Development may be put and to establish certain easements and assessments and lien rights upon the SF Lots and Lifestyle Lots in the Planned Unit Development to advance the purposes set out herein.

1.06 Declarant hereby reserves the right within its sole and absolute discretion to create and record such supplementary Declarations or Amendments hereto, including as necessary or appropriate in connection with any replat or subsequent plat with such terms and conditions as Declarant deems appropriate.

COVENANTS, RESTRICTIONS, EASEMENTS, ASSESSMENTS AND ASSESSMENT LIENS

NOW, THEREFORE, be it known that the Declarant, as Owner of the Planned Unit Development described herein, on behalf of itself, and of its successors and assigns, hereby declares that the Planned Unit Development shall be held, sold, conveyed and occupied subject to the following covenants and restrictions, assessments and assessment liens, and shall be subject to or benefited by, as the case may be, the licenses and easements described herein, which are for the purpose of preserving for the common use of the owners within the Planned Unit Development and the improvements and amenities located therein, all of which shall run with the title to the land and each part thereof, and be binding on all parties having any right, title or interest in the land and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Declarant, its successors and assigns and each Owner, and the respective heirs, successors and assigns thereof and the Master Association.

ARTICLE II - DEFINITIONS

In addition to other terms that are separately defined in this Master Declaration or in the Ohio Revised Code, the following words and phrases have the meanings ascribed below:

2.01 **Additional Property** shall mean and refer to the land and any present or future improvements on such land located adjacent to the Property, which may be added to the Planned Unit Development in later phases by amendment of this Master Declaration in the manner provided by law, but which is not yet submitted to this Master Declaration.

2.02 **Architectural Review Board** may be appointed by the Master Board, or the Declarant prior to the Turnover Date, to review and either approve, modify or reject all development, construction, landscaping and site plans involving any improvements on any SF Lot, Lifestyle Lot or any portion of the Commercial Area or any other portion of the Planned Unit Development.

2.03 **Assessments** shall mean collectively the Basic Assessments, the Lifestyle Community Assessments, the Lot Assessments, the Special Assessments, the Real Estate Transfer Assessment and all other assessments set forth in Article VII.

2.04 **Basic Assessments** shall have the meaning set forth in Section 7.04.

2.05 **Builder** shall mean a person or entity (other than Declarant) who or which acquires title to any SF Lot or parcel for the purpose of construction of a residential dwelling thereon with the strict purpose of reselling the improved SF Lot to a SF Lot Owner.

2.06 **By-Laws** mean the By-Laws of the Master Association which also serve as the code of regulations of the Association under Chapter 1702 of the Ohio Revised Code. This term also includes all future amendments to the By-Laws. A true and accurate copy of the By-Laws is attached to this Master Declaration as Exhibit E.

2.07 **Commercial Owner** shall mean the holder of record title in fee simple to any portion of the Commercial Area, whether or not such title holder is actually in possession of such property. This term excludes those persons or entities holding record title merely as security for the performance of an obligation by the Declarant, any Builder, or any Owner.

2.08 **Commercial Area** shall have the meaning set forth in Subsection 1.02.3.

2.09 **Common Area** shall have the meaning set forth in Subsection 1.02.4.

2.10 **Conservation Easement** shall mean and refer to an easement as shown on the Subdivision Plat, created for the benefit of the Owners and the Master Association for the purpose of maintaining vegetation within the easement area in accordance with the Soraya Farms Perimeter Landscape plan approved by Clearcreek Township.

2.11 **Declarant** shall mean Soraya Farms, LLC, an Ohio limited liability company, and any person or entity acquiring all of Declarant's then-remaining interests in the Planned Unit Development.

2.12 **Eligible Holder(s) of First Mortgage(s)** means any holder, insurer or guarantor of a valid recorded first mortgage on a Lifestyle Lot Home, which holder, insurer or guarantor has made written request to the Master Association listing its name and address, the address of the Lifestyle Lot Home which is subject to such mortgage and requesting timely written notice of any proposed action that requires the consent of a specified percentage of Eligible Holders of First Mortgages.

2.13 **Home(s)** shall mean and refer to all units of residential housing to be situated within the Planned Unit Development. Without limiting the generality of the foregoing, Home(s) shall mean a portion of the Property intended for any type of independent ownership for use and occupancy as a single family residence and shall, unless otherwise specified, include within its meaning (by way of illustration, but not by way of limitation) single family houses on separately platted Lots, as may be developed, used and defined as herein provided or as provided in any subsequent amendments hereto; provided, further, the term Home shall also include all portions of the Lot owned as a part of any structure thereon. For the purposes of this Declaration, a Home shall come into existence when the improvements constructed thereon are sufficiently complete to reasonably permit the habitation thereof, whether or not a certificate of occupancy has been issued for the Home by the governmental authority having jurisdiction over the same, and the Home has been conveyed to a person other than the Declarant.

2.14 **Improvements** shall mean all man-made or man-installed alterations to the Planned Unit Development which cause the Planned Unit Development to deviate from its natural condition, including but not limited to buildings, outbuildings and garages; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools and tennis courts; slope and drainage alterations; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches, trees, hedges, shrubs and other forms of landscaping, and all other structures of every type.

2.15 **Lot Assessments** shall have the meaning set forth in Section 7.06.

2.16 **Lifestyle Community** or **Soraya Farms Lifestyle Community** shall have the meaning set forth in Subsection 1.02.2.

2.17 **Lifestyle Community Assessments** shall have the meaning set forth in Section 11.07.02.

2.18 **Lifestyle Lot** shall mean each separate tract depicted, designated and shown upon the Site Plan as being located in the Lifestyle Community, or created by a split by Declarant of a Lifestyle Lot depicted, designated and shown upon any recorded Subdivision Plat.

2.19 **Lifestyle Lot Owner** shall mean the holder of record title in fee simple to any Lifestyle Lot, whether or not such title holder actually resides on the Lifestyle Lot. This term excludes those persons or entities holding record title merely as security for the performance of an obligation by the Declarant, any Builder, or any Owner.

2.20 **Lots** shall mean and refer to a platted single-family lot upon which a Home has been or may be constructed, including collectively the SF Lots and the Lifestyle Lots.

2.21 **Managing Agent** shall mean and refer to a manager or managing agent retained or employed by the Master Association for the purposes provided in this Master Declaration.

2.22 **Master Declaration** shall mean and refer to this instrument, including all exhibits attached to this instrument and all future amendments of this instrument or any of the exhibits.

2.23 **Master Association** shall mean Soraya Farms Subdivision Master Association, Inc., an Ohio nonprofit corporation, and its successors and assigns.

2.24 **Master Association Documents** shall mean the formative documents of the Master Association, consisting of the articles of incorporation, code of regulations (By-Laws) and any and all procedures, rules, regulations or policies adopted by the Master Association, or comparable formative documents if the Master Association is not a corporate entity.

2.25 **Master Board** shall mean and refer to the Master Board of Directors of the Master Association, and includes those persons who as a group serve as the Master Board of Directors. The phrase has the same meaning as the board of directors of the Master Association, as that term is used in Chapter 1702 of the Ohio Revised Code.

2.26 **Member** shall mean and refer to a member of the Master Association. All SF Lot Owners and Lifestyle Lot Owners are Members, and only SF Lot Owners and Lifestyle Lot Owners may be Members.

2.27 **Occupant** shall mean and refer to any individual who resides in any single Home on a Lot. An Occupant may also be referred to as a "Resident."

2.28 **Originally Installed Landscaping** shall mean and refer to the landscaping installed by the Declarant within the Common Areas or within a Lot in connection with the construction of a Home and development of the Property, excepting therefrom all landscaping within any portion of a Lot enclosed by a fence, whether installed by the Declarant or an Owner or Occupant.

2.29 **Owners** shall mean and refer to collectively, the SF Lot Owners and the Lifestyle Lot Owners.

2.30 **Party Wall** shall mean and refer to each wall which is built as part of the original construction of an attached Home within the Lifestyle Community that is situated on the dividing line between two attached Homes (including any decorative chimney constructed above or adjacent to such Party Wall).

2.31 **Person** shall mean and refer to a natural individual, corporation, general or limited partnership, partnership having limited liability, limited liability company, trustee, fiduciary or other entity legally authorized to hold title to real property.

2.32 **Planned Unit Development** shall have the meaning set forth in Subsection 1.01. The Planned Unit Development may also be referred to as the "Subdivision."

2.33 **Property** shall have the meaning set forth in Recital A.

2.34 **Resident** shall mean and refer to any individual who resides in any Home on a Lot. A Resident may also be referred to as an "Occupant."

2.35 **Residential Area** shall have the meaning set forth in Subsection 1.02.2.

2.36 **Rules and Regulations** shall mean and refer to those rules and regulations adopted by the Master Board governing the use and enjoyment of the Planned Unit Development, and including any future amendments to those rules and regulations.

2.37 **SF Lot** shall mean each separate tract depicted, designated and shown upon the Site Plan in the Single Family Area, or created by a SF Lot split of a tract depicted, designated and shown upon any recorded Subdivision Plat.

2.38 **SF Lot Owner** shall mean the holder of record title in fee simple to any SF Lot, whether or not such title holder actually resides on the SF Lot. This term excludes those persons or entities holding record title merely as security for the performance of an obligation by the Declarant, any Builder, or any Owner.

2.39 **Single Family Area** shall have the meaning set forth in Subsection 1.02.1.

2.40 **Site Plan** shall mean and refer to the concept plan for all initial improvements to the Property attached hereto as **Exhibit B**.

2.41 **Special Individual Lot or Lifestyle Lot Assessment** shall mean and refer to an assessment levied or charged by the Master Board against a SF Lot or Lifestyle Lot which provides that a particular SF Lot or Lifestyle Lot may be responsible for expenses, charges or costs which are not chargeable or assessable against all SF Lots or Lifestyle Lots within the Subdivision.

2.42 **Subdivision** shall have the meaning set forth in Subsection 1.01. The Subdivision may also be referred to as the "Planned Unit Development."

2.43 **Subdivision Plat** shall mean each and every subdivision record plan of real estate as recorded in the plat records of Warren County or Montgomery County, Ohio which affects this Planned Unit Development, including the Soraya Farms Section 1 Plat recorded at Book 82, Pages 44-46, the Soraya Farms Lifestyle Community Section 1 Plat and the Shoppes of Soraya Re-Plat, all of the Warren County, Ohio Plat Records.

2.44 **Tenant** shall mean and refer to the person(s) or entity that occupies or resides within a Home on a Lot or all or part of a building within the Commercial Area.

2.45 **Turnover Date** shall mean the date upon which Declarant transfers the last SF Lot or Lifestyle Lot owned by Declarant within the Planned Unit Development, and otherwise no longer owns any SF Lots, Lifestyle Lots or land in the Planned Unit Development (exclusive of the Commercial Area). It is intended that Declarant reserve for itself certain control over the Single Family Area and the Lifestyle Community for the duration of the development phase of the Planned Unit Development.

ARTICLE III - PROTECTIVE COVENANTS AND RESTRICTIONS

The following protective covenants and restrictions shall apply to **all Lots within the Residential Area** of the Planned Unit Development, including SF Lots and Lifestyle Lots:

3.01 Construction.

3.01.1 **Pre-Construction.** Platted, unbuilt lots shall be maintained by the Owner. Such platted, undeveloped Lots shall remain free of automobiles, trash, yard waste and debris.

3.01.2 **Construction Period.** Completion of construction of each Home on a Lot shall be within 12 months after the commencement of construction, provided such period may be extended by any causes beyond reasonable control of the Builder and Owner, which shall include strikes, labor disputes, fire and other casualties, adverse weather conditions, acts of God, war or any other governmental authority. When each Home on a Lot has been substantially completed, the Owner and Builder thereof, shall complete the construction of all driveways, approaches and sidewalks on the Lot, remove all trash and debris from, in and around the Lot, restore all damaged ditches to original contour and grade, and complete the grading, shaping, draining terracing, and landscaping of the Lot.

3.02 **Residential Usage.** Except as otherwise provided in this Declaration, no Home or Lot will be used for any purpose other than residential purposes. To the extent permitted by law, an Owner may use a portion of his or her Home for an office or studio, but only if these activities: (a) do not interfere with the quiet enjoyment or comfort of any other Owner or Occupant, and (b) do not increase the normal flow of traffic or individuals in and out of the Subdivision or in and out of that Home. In addition, certain temporary uses may be permitted by Declarant while the Planned Unit Development is being developed and Lots are being sold by Declarant; including without limitation the following exceptions (and other exceptions specifically stated herein):

3.02.1 **Declarant Rights.** Declarant reserves for itself the following right, until all Lots are sold (and escrows closed): the right to carry on normal sales activity including the operation of models and sales offices, (ii) the right to farm any undeveloped portions of the Subdivision, including future phases and undeveloped Lots, and (iii) the right to use such undeveloped portions of the Subdivision for staging construction projects and the storage of fill material.

3.02.2 **Sale or Lease.** Promotion of the sale or lease of any residential home or Lot within the Subdivision is permitted.

3.03 **Splits Prohibited**. No Lot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise, so as to create a new Lot or building site, except that Declarant may split a Lot to complete the planning, development and sales of the Lots, and all other property within the Planned Unit Development.

3.04 **Temporary Improvements**. No temporary building or structures shall be permitted on any Lot; provided, however, trailers, temporary buildings, barricades, and the like, shall be permitted for construction purposes during the construction period and for sales purposes during the sale of Lots, on the condition that Declarant has theretofore approved in writing the design, appearance, and location of the same. Any permitted temporary Improvements shall be removed not later than fourteen (14) days after the date of completion of the building(s) for which said temporary structure was intended and shall be permitted for no longer than a period of one year, unless otherwise approved by the Declarant.

3.05 **Quiet Enjoyment/Nuisance**. No Owner or Resident shall permit or suffer anything to be done or kept upon such Lot or residence which will obstruct or interfere with the rights of quiet enjoyment of other Owners, residents or occupants, or annoy them by unreasonable noises or otherwise.

3.05.1 No Owner shall commit or permit nuisance on the premises or commit or suffer any immoral or illegal act to be committed thereon.

3.05.2 Each Owner shall comply with all of the requirements of the Board of Health and of all other governmental authorities with respect to said premises and shall remove all rubbish, trash and garbage from the Lot.

3.05.3 No speakers, horns, whistles, bells, or other sound devices shall be located, used or placed on any Lot except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof. No person shall install any pump, piping, devise, apparatus or other system for discharging sump pump effluent into any street or Common Area, without the prior consent of Clearcreek Township and the Master Association.

3.05.4 No noxious or offensive trades or activities shall be carried on upon any Lot, nor shall anything be done thereon, which may be or become an annoyance or nuisance to the any other Owner.

3.06 **Trucks, Trailers, Mobile Homes, Recreational Vehicles and Boats**. No commercial truck, trailer, camper, mobile home, boat or recreational vehicle or tent of any kind, shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, other than in a garage. The doors of garages housing trucks, campers or boats shall be closed at all times except for actual entry or exit. The provisions of this paragraph shall not, however, apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction,

reconstruction or repair of any work or Improvements. No parking spaces other than those enclosed in garages in the Residential Area shall be used for the parking of any trucks, trailers, or mobile homes. The word "truck" shall include and mean every form of cab, tractor and other attachments customarily hauled by such trucks including, but not limited to, flat bed trailers and other forms of platforms and enclosed or partially enclosed devices which would be pulled by a truck. Further the word "truck" shall mean and include every other type of motor vehicle or equipment devised to be used with a motor vehicle with the exception of trailers and recreational vehicles and with the further exception of boats and operative passenger automobiles. The prohibitions in this section shall not apply to such outdoor parking which is necessary or appropriate on a temporary basis to allow persons and/or their belongings to be moved in or out of, or delivered to, any Home, or which is necessary or appropriate in connection with maintenance or repairs of any Home, the Common Area or of improvements on any portion of the Planned Unit Development which improvements are required or permitted under this Master Declaration.

3.07 **Service Screening, Storage Areas**. Garbage, trash, or refuse shall be placed in containers which shall be concealed and contained within the Home or shall be concealed, along with any outside clothes lines or drying or airing facilities, by means of a screening wall of materials similar to and compatible with that of the Home on the Lot or shall be concealed by sufficient landscaping to provide a permanent screen at all times of the year (e.g. evergreen vegetation).

3.08 **Animal Maintenance**.

3.08.1 No animals shall be raised, bred or kept on any Lot or in the Common Area except that common household pets, including dogs, cats, birds or fish may be kept on a Lot; provided however, that no animal shall be kept, bred or maintained for any commercial purpose or in unreasonable numbers. As used herein, "unreasonable numbers" shall ordinarily mean more than three (3) dogs per Lot. All animals shall be primarily indoor pets. Accordingly, no animals shall be permitted outside in excess of three (3) consecutive hours.

3.08.2 Each Lot Owner shall be responsible for cleaning any excrement or other unclean or unsanitary condition caused by said animal on the Lot, Common Area or remainder of the Planned Unit Development.

3.08.3 Each Lot Owner shall take all measures necessary to prevent their animals from straying on to any other Lot.

3.08.4 No dog houses, dog runs, kennels or any structure used to house dogs or any other animal shall be permitted to be kept outside on any Lot.

3.08.5 Electric underground pet control fences (invisible fences) shall be restricted to the rear of all homes and at least ten (10) feet from all sidewalks and walkways.

3.08.6 Any person bringing an animal upon or keeping an animal within the confines of the Planned Unit Development shall be liable pursuant to the laws of the State of Ohio to each and all persons for any injury or damage to persons or property caused by such animal.

3.08.7 Excessive Barking shall be considered a nuisance as described in Section 3.05. If barking becomes a nuisance, the Master Association or Declarant will send a written notice to the Owner. In the event such Owner fails to control the animal and prevent the excessive barking, the Master Association or Declarant will send a second written notice to the Owner. In the event such Owner fails to control the animal and prevent the excessive barking after such second notice, the Master Association or Declarant will send a third written notice to the Owner, giving the Owner 15 days to remove the animal from the Home and Planned Unit Development. Each of the foregoing notices will be simultaneously sent to Clearcreek Township or other appropriate governmental authority.

3.09 **Landscaping**. Until the Turnover Date, all landscaping installed on a Lot shall be installed only in accordance with the plans and specifications approved by the Declarant and no alterations, modifications or changes shall be permitted except with permission of the Declarant.

3.10 **Pools**. No above ground swimming pools of any type shall be constructed on any Lot. Pools may not be covered with air inflated covers. The pool location, rigid cover and design must be approved by the Declarant if it is prior to the Turnover Date or thereafter, by the Master Board, which approval may be withheld by the Declarant or the Master Board in its sole discretion.

3.11 **Mailboxes**. For the purpose of uniformity, all Lots in the Subdivision shall use the same style and color of mailbox, such style and color shall be as set forth in **Exhibit C**, attached hereto, which style and color has been approved by the U.S. Post Master and by the Declarant. Each Owner shall maintain and repair their respective mailbox as necessary. Any replacement mailbox must be the same style and color as all other mailboxes in the Subdivision and approved by the Declarant or the Master Board as appropriate.

3.12 **Lighting**. Wall pack lights, if used, shall be appropriately shielded. Any lighting used to illuminate yard areas shall be equipped with suitable shielding and designed as to avoid casting direct light on any other Lot or State Route 48. Notwithstanding the foregoing, for the purpose of uniformity, all Lots in the Subdivision shall install one (1) front yard lamp post, which shall be of the same style and color as all other front lamp posts in the Subdivision and shall be approved by the Declarant. Any replacement lamppost must be the same style and color as all other lampposts in the Subdivision and approved by the Declarant or the Master Board as appropriate.

3.13 **Vehicular Repair.** Automotive or other vehicle repair shall not be permitted on any Lot; however, an Owner shall be permitted to make minor repairs to his or her own licensed vehicle in his or her garage. No unusable, worn out or discarded automobiles, machinery, vehicles, or parts thereof shall be stored on any Lot.

3.14 **Accessory Buildings, Etc.** Cabanas, gazebos, swimming pool houses, hot tub enclosures and any type of accessory buildings may only be built with the approval of the Declarant if it is prior to the Turnover Date or thereafter, by the Master Board, which approval may be withheld in the Declarant's or Board's sole discretion.

3.15 **Propane, Fuels, Etc.** No propane gas tanks, or other storage drums or tanks (above or below ground), shall be installed unless approved by the Declarant if it is prior to the Turnover Date or thereafter, by the Master Board, which approval may be withheld in the Declarant's or the Master Board's sole discretion. Fuel storage is limited to personal use containers; e.g. one (1) to five (5) gallon containers for fueling yard maintenance equipment or propane tanks for barbeque grills.

3.16 **Driveways.** All driveways will be concrete or brick pavers.

3.17 **Parking and Roadways.**

3.17.1 Driveway access to Lots with multiple road frontages shall be limited to the road of least traffic generation, as determined by the Warren County Engineer.

3.17.2 Parking shall be permitted on one side of all local public streets and private streets on the side of the street opposite of the fire hydrant locations. "No Parking" shall be posted in the appropriate areas.

3.17.3 Parking shall be prohibited on Lemans Boulevard. "No Parking" shall be posted in the appropriate areas.

3.17.4 No overnight parking of any vehicle shall be permitted in front of, adjacent to or on any Common Areas or other property owned by the Master Association.

3.18 **Recreational Facilities.** Tennis courts, basketball courts and other types of recreational facilities shall be prohibited unless specifically approved by the Declarant or the Master Board, as applicable. No Owner shall permit any portable basket ball hoops to be placed in or near any street, public sidewalk or Common Area. In addition, no basketball boards shall be affixed to any Home located on a Lot.

3.19 **Drainage and Grading.** No drainage ditches, swales, streams, impoundments, ponds or lakes; no mounds, knobs, retaining walls, dams, or hills; and no other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be destroyed, altered or modified by or at the direction or with the consent of any Owner without the

prior written consent of the Declarant, or following the Turnover Date, the Master Board. No improvements to any Lot shall be made in any manner whatsoever that are inconsistent with the master grading plans established by Declarant or its successors or assigns for the Planned Unit Development, as they now exist or may hereafter be modified from time to time, without the prior written consent of the Declarant, or following the Turnover Date, the Master Board. In the event of any destruction, alteration, modification, or improvement made or occurring without such prior consent of the Declarant, or following the Turnover Date, the Master Board, Declarant and/or the Master Association and their respective representatives shall have the joint and several rights to enter upon any Lot and to remedy or repair any such destruction, alteration, modification, or improvement without being guilty of trespass and without liability to any Owner with respect to the same, or the consequences thereof, and such Owner shall reimburse the Master Association for any and all costs and expenses incurred by the Master Association in connection therewith. The Master Association may assess and collect such reimbursement (for itself or on behalf of Declarant, as the case may be) as a Lot Assessment.

3.20 **Waste Disposal.**

3.20.1 Sanitary waste and waste water shall be disposed of by sanitary sewer, only.

3.20.2 No dumping of waste water, yard waste or trash onto the Common Areas or in the Common Area water features shall be permitted.

3.21 **Debris.**

3.21.1 No Lot shall be used or maintained as a dumping ground for refuse of garbage or the like.

3.21.2 During construction, a dumpster of sufficient size to handle all construction debris shall be maintained on site without overflow.

3.21.3 Owners shall be responsible for the cleaning and removal of mud or debris on the streets caused by construction and may be billed by the Declarant or the Master Association for the cost of clean up and or removal. If such mud or debris is not cleaned within 24 hours of notice, the Declarant or the Master Association may charge the Owner all costs associated with such removal.

3.22 **Utility Service.**

3.22.1 No lines, wires or other devices for communication purposes, including telephone, television, data and radio signals, or for transmission of electric current or energy shall be constructed, placed or maintained anywhere in or upon the Planned Unit Development unless the same shall be in or by conduits or cables constructed, placed and maintained underground or concealed in, under or on a residence

or other approved improvements, provided, however, above ground electrical transformers and electrical equipment may be permitted if properly screened upon approval by the Declarant or, following the Turnover Date, the Master Board; and, provided that nothing herein shall be deemed to restrict the erection and use of temporary power or telephone services incident to the construction of improvements or to restrict the overhead distribution of three-phase primary power supply to the Planned Unit Development by any supplier of utilities; and provided further that existing above-ground power lines bordering or crossing the Planned Unit Development shall not be required to be relocated underground.

3.22.2 Each Builder or Owner, at its own expense, shall construct a trench running from the residence to the telephone easement area for installation of the underground telephone service cable. The location and specifications of the trench shall be as determined by the telephone company and shall be sufficient to permit installation of a telephone service cable. Conduit, pull wire, a minimum of two outlet boxes, and such other equipment as is necessary for the installation of the telephone service cable, shall be installed at the expense of the Builder or Owner.

3.22.3 Notwithstanding anything herein to the contrary, no radio or television signals or other forms of electromagnetic radiation shall be permitted to originate from any Lot which may unreasonably interfere with the reception of television or radio signals upon any other Lot.

3.22.4 All gas, water, sewer, oil and other pipes for gas or liquid transmission, shall also be placed underground or within or under Homes.

3.22.5 Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incident to the construction of approved improvements.

3.22.6 The Planned Unit Development will be serviced by an underground electric distribution system, which underground system will provide electrical service to the Planned Unit Development. Each Builder or Owner shall, at its own cost, furnish, install, own and maintain the underground service cable and appurtenances from the point of metering by the supplier of the electric service to the designated point of attachment of such service to the designated transformers or energized secondary junction boxes located at the property line of each Lot. The supplier of the electric service shall make the necessary connections at the point of attachment. In addition, the Builder or Owner shall, at its own cost, furnish, install, own and maintain a meter loop (in accordance with the then-current standards and specifications of the electric company supplying the service) for the location and installation of the metering device to be located on the Lot.

3.22.7 No appliances or installations on the exterior of any Home or accessory structure shall be permitted unless they are designed in such a manner that they are not visible from the streets, other residences, and adjoining Planned Unit

Development, and they have been approved in writing by the Declarant so long as Declarant owns at least one Lot or portion of land in the Planned Unit Development, who shall have the right to approve or disapprove the size, shape, style, noise level, and provisions for screening of any roof mounted equipment. Under no circumstances will outside antennas, disks, aerials, antenna poles, antenna masts, electronic devices, antenna towers, citizens band (CB) or amateur band (HAM) antennas be permitted unless maintained completely inside a Home or located within two (2) feet of the Home.

3.22.8 No antenna or tower, either free standing or roof mounted, shall be permitted to extend more than four (4) feet above the ridge lines of the roof of the residence upon which or by which it is constructed.

3.23 **Signs.** No sign, poster, display or other advertising device of any kind shall be displayed on or from any of the Common Areas, except such signs as may be used by Declarant in connection with the development of the Planned Unit Development. No sign, poster, display or other advertising device of any kind shall be displayed to the public view on or from any Lot except (1) a single temporary sign not exceeding five (5) square feet in area advertising the sale of the residence upon which the Lot is located, and (2) number plates for residence addresses not exceeding 72 square inches in area. Rental signs shall not be permitted in the Planned Unit Development. Upon written notification non-permitted signs must be removed by the respective Owner within 48 hours from date of letter or Owner will be assessed a fine for the cost of such removal in accordance with Section 7.06.

3.24 **No Trade or Business.** No trade or business of any kind may be conducted in or from any Lot or Home except that an Owner or Occupant may conduct such business activity within the Home so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the Home; (b) the business activity conforms to all zoning requirements for the Planned Unit Development; (c) the business activity does not involve persons coming on to the Lot who do not reside in the Planned Unit Development; and (d) the business activity is consistent with the residential character of the Planned Unit Development. The terms "business" and "trade" as used in this provision shall be construed to have their ordinary generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether (i) such activity is engaged in full-time or part-time; (ii) such activity is intended to or does generate a profit; and (iii) a license is required thereof.

3.25 **Open Fires.** Burning is not permitted in the Residential Area, except that outdoor fireplaces, grills, and chimneys may be used if equipped with fire screens to prevent the discharge or embers or ashes.

3.26 **Fences and Walls.** No fence or wall shall be constructed that does not meet the following criteria:

3.26.1 Fences shall be constructed of black wrought iron or such materials and colors as may be approved by the Declarant from time to time in its sole discretion, and in no event shall chain link or wire fencing or wood split-rail be permitted;

3.26.2 Walls shall be constructed of such materials and colors as may be approved by the Declarant from time to time in its sole discretion;

3.26.3 No fence or wall shall be constructed in excess of forty-eight inches (48") above finished grade, provided, however, that if a governmental agency exercising jurisdiction over the property on which the fence or wall is to be constructed requires a minimum height in excess of 48" for safety reasons (i.e. swimming pool enclosure), such fence or wall may exceed 48" above finish grade, but only to the extent necessary to meet the governmentally required minimum; and

3.26.4 Fences or walls shall not be located closer to the street than a line parallel to the street and extending from the midpoint between the front and rear corners of the Home, and in no event shall fences be located closer to any street than the building line shown on the recorded plan, except for ornamental railings, walls or fences not exceeding three feet (3') in height which are located on or adjacent to entrance platforms or steps.

3.27 **Leasing.** The following are applicable with respect to leasing the Lots and/or for Homes:

3.27.1 **Limitation on Leasing.** An Owner may be permitted to lease its Home in accordance with the covenants and restrictions set forth in Subsection 3.27.2 below; provided that no greater than twenty (20) percent of the SF Lot Owners and no greater than twenty (20) percent of the Lifestyle Lot Owners shall be permitted to lease their Homes during any one time and no Home may be leased within the twelve month period after the completion of the construction thereof. The Owner of a Lot which is leased shall remain primarily responsible for payment of all assessments and compliance with all terms and conditions of this Master Declaration and will be responsible for the acts or omissions of the occupant of such Lot to the extent governed by this Master Declaration.

3.27.2 **Covenants and Restrictions.** Every lease on every Lot is subject to the following covenants and restrictions whether in the lease or not:

3.27.2.1 The lease must be in writing;

3.27.2.2 The lease must be for entire Home;

3.27.2.3 The lease must be for a minimum and continuous period of not less than twelve (12) months. Renewals can be for any length.

3.27.2.4 The use of the Home and Lot by a tenant is subject to the Master Declaration.

3.27.2.5 The Home cannot be used as a motel or hotel or otherwise for transient tenants.

3.27.3 **Notice of Tenancy.** Within thirty (30) days of occupancy of a Home by a tenant, the name and telephone number of the tenant, together with a clear and complete copy of the lease must be furnished to the Master Association.

3.27.4 **Remedies for Breach.** If any tenant of a Lot violates any of the provisions of the Master Declaration, the Master Association may bring an action in its own name and/or in the name of the Owner to have the tenant evicted and/or to recover damages. If the court finds that the tenant is or has violated any of the provisions of the Master Declaration, the court may find the tenant guilty of forcible detainer notwithstanding the facts that the Owner is not a party to the action and/or that the tenant is not otherwise in violation of tenant's lease or other rental agreements with Owner. For purposes of granting the forcible detainer against the tenant, the court may consider the Owner a person in whose name a contract (the lease or rental agreement) was made for the benefit of another (the Master Association). The remedy provided by this subsection is not exclusive and is in addition to any other remedy or remedies that the Master Association has. The Master Association may recover all of its costs, including court costs and reasonable attorney's fees. The Master Association will give the tenant and the Owner notice in writing of the nature of the violation, and ten (10) days from the mailing of the notice in which to cure the violation before the Master Association may file for eviction.

3.27.5 **Binding Effect.** By becoming a tenant, each tenant agrees to be bound by the Master Declaration, and recognizes and accepts the right and the power of the Master Association to evict the tenant for any violation by the tenant of the Master Declaration.

3.27.6 **Declarant's Rights.** Notwithstanding anything to the contrary set forth in this Subsection 3.27, the covenants and restrictions on leasing set forth in this Subsection 3.27 shall not apply to Declarant, in its capacity as an Owner of unsold Lots, and Declarant shall have the right to lease to a tenant any unsold Lot or Home without compliance with such covenants and restrictions.

3.28 **Conveyances.** To enable the Master Association to maintain accurate records of the names and addresses of Owners, each Owner agrees to notify the Master Association of the name of any purchaser, in writing, within five days after an interest in that Owner's Lot or Home has been transferred to such other person. In addition, each Owner agrees to provide to a purchaser with a true and accurate copy of this Declaration, as well as the Bylaws and Rules and Regulations then in effect.

The following protective covenants and restrictions shall apply to **all portions of the Planned Unit Development**, including the Residential Area and the Commercial Area:

3.29 **Exclusive Builder/General Contractor.** The builder or general contractor for all single family homes, multi-family buildings, commercial structures and the Common Area amenities within the Planned Unit Development shall be Design Homes and Development Company or its assigns; provided, however, that other builders and contractors shall be permitted with the prior approval of the Master Board.

3.30 **Architectural Review Board Approval.** Owners in the Residential Area and any owner of property in the Commercial Area shall obtain approval of the Architectural Review Board prior to any construction in accordance with Article V.

3.31 **Non-Discrimination.** No Owner (including the Declarant), or any employee, agent, or representative, shall discriminate on the basis of race, religion, color, sex, handicap, familial status, or national origin in the sale, lease, or rental of any Lot, Home, nor in the use of the Common Elements.

3.32 **Nighttime deliveries.** Nighttime deliveries shall be discouraged, especially in the Commercial Area. In the event other owners report problems with respect to nighttime deliveries, the Master Association reserves the right to set time limitations on such deliveries.

3.33 **Parking Areas.**

3.33.1 All parking lots in the Commercial Area shall be monitored by cameras.

3.33.2 For each parking area, at least one-half of such parking area light poles shall remain turned on during non-use hours from dusk until dawn to aid police patrol of the site.

3.33.3 All vegetation on or in close proximity to the Commercial Area and the Common Areas shall be maintained and accent lights shall be oriented upward to aid pedestrian safety. The foregoing may be coordinated with the Clearcreek Township Police Department.

3.33.4 No overnight parking of any vehicle shall be permitted in the parking areas in the Common Areas or the parking lots in the Commercial Areas.

3.33.5 The use of any parking area for the marketing or sale of vehicles of any type is strictly prohibited.

3.34 **Signage.**

3.34.1 Any non-standard traffic signs shall be maintained by the Master Association.

3.34.2 Temporary signage located on State Route 48 and Lytle Five Points Road shall not be directly adjacent to any existing residential dwellings.

3.34.3 Location of all signage shall be approved by the Master Board and shall be compliant with the signage requirements duly established by Clearcreek Township.

3.34.4 **Size Restrictions.**

3.34.4.1 In the Single Family Area and Lifestyle Community, (i) the maximum sign height shall be eight feet (8'), (ii) the maximum size per sign shall be seven (7) square feet, and (iii) the permitted cumulative size of all signage shall be 150 square feet.

3.34.4.2 In the Common Area - Entry Signage, (i) the maximum sign height shall be five feet (5') and the sign length shall be twenty-four (24), (ii) the maximum size per sign shall be thirty-two (32) square feet, and (iii) the permitted cumulative size of all signage shall be 64 square feet.

3.34.4.3 In the Commercial Area there shall be no monument signs or other ground based signage, except as may be approved by the Declarant in its sole discretion.

3.34.5 **Wall Signage.** In the Commercial Area, (i) the maximum height for wall signage shall not be exceed the roof eve height of the building, (ii) the maximum size per wall signage is twenty-five (25) square feet, (iii) the permitted cumulative size of all wall signs is 1,450 square feet, and (iv) the maximum number of permitted signs shall be forty-nine (49).

3.34.6 **Window Signage.** The maximum sign size per window signage is 4 square feet.

3.34.7 **Sandwich Board Signage.** There shall be no size specified, nor maximum number specified for sandwich board signage.

3.35 **Annual Inspections.**

3.35.1 Annual inspections of the Planned Unit Development will be performed every July by the Clearcreek Township Zoning Department.

3.35.2 The purpose of the annual inspection is to confirm that the vegetation in the buffers areas, the vegetation in the Conservation Easement, the vegetation around the building and parking areas, building materials, and building conditions are being maintained on an ongoing basis and that the Planned Unit Development continues to be maintained in its original condition.

3.35.3 If the quality of any of the foregoing described items is noted to be degraded during the annual inspection, the Clearcreek Township Zoning Department will notify the Owner. Within 90 days of notification, such Owner shall be required to make the improvements set forth in such notification that will cause the respective Lot to comply with the Resolution of the Township applicable to the Subdivision (Resolution No. 3209) and the final Subdivision Plat.

3.36 **Remedies for Breach.** If any Owner or Commercial Owner violates any of the provisions of the Master Declaration, the Master Association may avail itself of any remedy available at law or in equity. The remedy provided by this subsection is not exclusive and is in addition to any other remedy or remedies that the Master Association has. The Master Association may recover all of its costs, including court costs and reasonable attorney's fees. The Master Association will give the Owner or Commercial Owner notice in writing of the nature of the violation, and ten (10) days from the mailing of the notice in which to cure the violation.

3.37 **Exemption of Declarant.** Nothing in this Article or elsewhere in this Master Declaration shall limit in any manner whatsoever the rights of Declarant to complete the planning, development, grading, construction, advertising, marketing, leasing and sales of the Lots, and all other property within the Planned Unit Development (including any property which may be annexed thereto pursuant to the provisions of this Master Declaration), for a period often (10) years from the date of recordation of this Master Declaration, or until all Lots in the Planned Unit Development are sold (and escrows closed), whichever shall first occur.

ARTICLE IV – EASEMENTS AND LICENSES

4.01 **Easement of Access and Enjoyment Over Common Area.** Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Areas, and a right of access to and from his/her property with the Planned Unit Development, which rights shall be appurtenant to, and shall pass with the title to property, subject to the terms and limitations set forth in Article VIII below or otherwise in this Master Declaration and subject to the Rules and Regulations. An Owner may delegate his/her rights of access and enjoyment to family members, occupants, guests and invitees. All such easements are limited by such restrictions as may apply to the Common Area affected thereby, and no person

shall have the right by virtue of such easements to engage in activities on the Common Areas which are not permitted according to this Master Declaration, pursuant to the provisions of any applicable plat(s) or under agreements with any governmental entities or other third parties.

4.02 Right of Entry for Repair. The duly authorized agents, officers, contractors, and employees of the Master Association (if formed) shall have a right of entry and access to the Planned Unit Development, including without limitation the Lots, for the purpose of performing the Master Association's rights or obligations set forth in this Master Declaration. The Master Association may enter any Lot to remove or correct any violation of this Master Declaration or the Rules and Regulations, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Owner, except in cases of emergency, or to maintain, repair, and replace the Common Areas.

4.03 Easement for Utilities and Other Purposes. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Within these easements, no structures, plantings or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner, except for those improvements for which a public authority or utility company is responsible. The Master Board or Declarant also may convey additional easements over the Common Areas to any entity for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, swales, land contours, ducts, cables, and other equipment or conditions necessary to furnish electrical, gas, sanitary or storm sewer, water, telephone, cable television, and other similar utility or security services, whether of public or private nature, to the Planned Unit Development and to any entity for such other purposes as the Master Board or Declarant deems appropriate; provided that such equipment or condition(s), or the exercise of such easement rights shall not unreasonably interfere with any Owner's use and enjoyment of his/her property. The Master Board or Declarant may grant such easements over all portions of the Planned Unit Development for the benefit of adjacent properties as the Master Board or Declarant deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon the Planned Unit Development; each Owner, by acceptance of a deed to its property, appoints the Declarant and/or the President of the Master Association his, her or its Attorney-in-Fact to execute, deliver, acknowledge and record, for and in the name of such Owner, deeds of easement, licenses, permits and other instruments as may be necessary or desirable, in the sole discretion of the Declarant or the Master Board, to further establish or effectuate the foregoing easements and rights, which power is for the benefit of each and every Owner, the Master Association, and the Planned Unit Development and runs with the land, is coupled with an interest and is irrevocable. Declarant shall have the absolute right within (i) areas designated as drainage courses on the recorded plat of the

subdivision, (ii) all areas encumbered by general utility or specific storm drainage easements, and (iii) areas determined by sound engineering practice to be necessary to the proper drainage of all or part of the subdivision, to enter upon an Owner's property and perform grading and other construction activities deemed appropriate in the exercise of Declarant's judgment to install, modify, alter, remove or otherwise work on storm water drainage facilities and conditions (including both surface grading and subsurface structures). If any such entry and/or work performed by Declarant results in damage to other portions of an Owner's property, or to any improvements thereon, Declarant shall be responsible for the restoration of such portions or improvements at Declarant's sole cost. The Owners covered by these covenants shall have an easement over all property adjoining his property and over and upon the Common Areas to discharge over such property and Common Areas all surface waters that naturally rise in or flow or fall upon his/her property. All property within the Planned Unit Development is subject to such an easement in favor of the Owners of adjoining property and their successors and assigns, which easement shall be a covenant running with the property. Except to the extent that any Owner has altered the grade or drainage pattern of his property to the detriment of adjoining properties, in violation of these covenants, any Owner who, in violation of this covenant, institutes any legal proceeding against any adjoining Owner for discharge of surface waters over his property shall be liable to indemnify and hold harmless the Owner against whom the proceedings have been instituted from any and all attorneys' fees, damages assessed or other legal expense or cost of any kind incurred in the defense of the proceeding.

4.04 **Easement for Services.** A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, garbage removal personnel and all similar persons, and to the local governmental authorities and the Master Association (but not to the public in general) to enter upon the Common Areas to perform their duties.

4.05 **Dedication Rights.** Declarant and/or the Master Association hereby specifically reserve the right to "Dedicate to the Use of the Public" any part of or all of the streets, detention areas and easements in part or in full.

4.06 **Walkways.** Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the walkways located within the Planned Unit Development (the "Walkways"), which rights shall be appurtenant to, and shall pass with the title to property, subject to the terms and limitations set forth in Article VIII below or otherwise in this Master Declaration and subject to the Rules and Regulations. An Owner may delegate his/her rights of access and enjoyment to family members, occupants, guests and invitees. All such easements are limited by such restrictions as may apply to the Walkways, and no person shall have the right by virtue of such easements to engage in activities on the Walkways which are not permitted according to this Master Declaration, pursuant to the provisions of any applicable plat(s) or under agreements with any governmental entities or other third parties.

4.07 **Conservation Easement**. As set forth on the Subdivision Plat, certain SF Lots are subject to a 25' Conservation Easement. Within such easement area, no building, structure or other improvement, including fences or play equipment, shall be erected and no vegetation may be removed from the easement area, without the prior written permission of the Declarant if it is prior to the Turnover Date or thereafter, the Master Board. The foregoing restrictions do not apply to limited cutting and non-substantial clearing by the Owner of the Lot encumbered by such Conservation Easement required for the maintenance of utility or drainage facilities, the cutting and removal of weeds and noxious plants, the trimming of dead, dying and/or decaying branches and limbs or the erection of impermanent and/or portable feeders, licks and baths for wildlife. Additionally, the Declarant if it is prior to the Turnover Date or thereafter, the Master Board and Clearcreek Township (in furtherance of its annual inspections), shall have the right to enter upon the Conservation Easement for the purpose of inspecting, maintaining or installing vegetation or any utility or drainage system. All parties benefited by the Conservation Easement shall be entitled to injunctive relief for damages in the event of the breach of the terms of such easement.

ARTICLE V – ARCHITECTURAL CONTROL

Until the Turnover Date, the Declarant shall have the following authority:

5.01 **Plan Approval Requirement**. No improvement, change, (including, without limitation, change in exterior color) construction, addition, excavation, landscaping, fencing, tree removal or other work or action which in any way alters the exterior appearance of the Planned Unit Development from its theretofore natural or improved state (and no change, alteration or other modification of any of the foregoing previously approved hereunder), and no addition to or modification of any improvement or landscaping (whether or not theretofore approved hereunder) shall be commenced or continued until the same shall have first been approved in writing by the Declarant, except that the Declarant if it is prior to the Turnover Date or thereafter, the Master Board, shall have the right to appoint an Architectural Review Board to perform the review function. Any such Architectural Review Board shall act at the discretion of, and be replaceable at the will of, the Declarant or the Master Board, as applicable.

5.02 **Review Fee**. The Declarant may charge and collect review fees whenever plans are submitted for review. The review fee, as established by the Declarant or the Architectural Review Board, may be amended from time to time.

5.03 **Basis of Approval**. Approval shall be based, among other things, upon conformity and harmony of the proposed plans with the development plans for the Planned Unit Development, other structures on the Planned Unit Development, the effect of the location and use of improvements on neighboring property, and conformity of the plans and specifications to the general intent of and specific provisions of this Master Declaration.

5.04 **Failure to Approve.** In the event the Declarant or Architectural Review Board fails to approve any plans and specifications within sixty (60) days after their submission in complete form, said plans and specifications shall be deemed to have been disapproved and rejected.

5.05 **Complete Authority/Architectural Standards.** Submission of plans for approval to the Declarant constitutes acceptance of the decisions rendered by the Declarant or the Architectural Review Board. It is acknowledged that the Declarant has total, complete, absolute and final discretion and authority to approve or disapprove all plans as submitted. In addition to the architectural standards and requirements set forth in Section 5.10 below, the Declarant may, but is not obligated to, establish additional architectural standards and requirements to help guide owners and builders plan development. No improvements may be made which are in any manner inconsistent with, or in violation of, the architectural standards and requirements without the written approval of the Declarant. The Declarant shall have the right to amend or supplement the architectural standards and requirements at any time, in its sole discretion, but any such amendments or supplements shall not apply to existing improvements or approved plans. Should the Declarant and subsequently the Architectural Review Board fail to implement and maintain the architectural standards/requirements outlined herein, the Board of Clearcreek Township Trustees shall have the right, but not the obligation, to intervene and require said requirements/standards to be met and maintained.

5.06 **Liability.** Neither the Declarant, the Master Association, the Master Board, the Architectural Review Board nor any member thereof, nor any of their respective heirs, personal representatives, successors or assigns shall be liable to anyone submitting plans for approval by reason of mistakes in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any plans. Every person and entity submitting plans to the Declarant agrees by said submission that he or it will not bring any action or suit against the Master Association, the Master Board, the Architectural Review Board or Declarant to act or to recover any damages.

5.07 **Scope of Approval.** No approval of plans and specifications shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed in representing or guaranteeing that any residence will be built in a good and workmanlike manner.

5.08 **Approval Subject to Governmental Regulations.** Approval of any plans shall not be interpreted or construed as an acceptance of plans that violate any applicable township, municipal, state or federal regulations, codes, ordinances, and statutes applicable to standards of building. The terms and conditions of this Article V are deemed subordinate to any and all such applicable regulations, codes, ordinances and statutes.

5.09 **Enforcement of Violation.** Any construction or improvements which were not approved by the Declarant, and any failure to comply with the plans and specifications as submitted and approved by the Declarant shall be the subject of a registered notice from the Declarant directing the owner and/or builder to remove all such violating work at once. Removal shall commence within seven (7) days of registered notice and shall progress until completion within thirty (30) days. Such removal shall be at the expense of the owner and/or builder on whose Lot the construction and improvement is situated. In the event removal is not instituted and completed according to the terms and conditions set forth herein, the Master Association, its delegates or assigns may enter upon the portion of the property involved to effect the removal with the cost thereof assessed against the owner of such property. As provided in Subsection 5.05 above, should the Declarant fail to enforce any violations, the Board of Clearcreek Township Trustees shall have the right, but not the obligation, to intervene and enforce such violations in accordance with this Subsection 5.09.

5.10 **Architectural Standards and Requirements.** Declarant has established the following architectural standards and requirements to help guide owners and builders plan development within the Subdivision and all improvements to property within the Subdivision is subject to the following. The Architectural Review Board shall confirm compliance to these standards.

5.10.1 Minimum dwelling unit livable area sizes.

- 5.10.1.1 Single-Family Area - One-Story: 1,800 square feet; One and a half story or more: 2,200 square feet
- 5.10.1.2 Lifestyle Community – one-unit detached home: 1,800 square feet
- 5.10.1.3 Lifestyle Community – two-unit attached home: 1,800 square feet per home
- 5.10.1.4 Lifestyle Community – four-unit attached home: 1,700 square feet per home

5.10.2 Minimum Building Setbacks.

- 5.10.2.1 Single-Family Area: Front yard is 40'; Side yard for lot size 55'-74' is 6' per side; Side yard for lot size 75'-84' is 7' per side; Side yard for lot size 85' and greater is 8' per side; Rear yard is 25'
- 5.10.2.2 Lifestyle Community: Front yard along public roads is 30'; Front yard along private roads is 10'; Setback from Centerville Forest is 50'; Setback from western boundary of Village Retail Center is 10';

5.10.2.3 Commercial Areas: Front yard along public roads is 20'; Side yard is 5' per side; Rear yard is 5';

5.10.3 **Driveways.** Driveways shall be required for all Homes and shall be of sufficient width and length to permit the parking of a minimum of two (2) passenger vehicles without such vehicles encroaching on or obstructing the sidewalk.

5.10.4 House Numbers.

5.10.4.1 House Numbers shall be uniform in location.

5.10.4.2 For front loaded garages, house number signs shall be a minimum of eight (8) inches by eight (8) inches, mounted six (6) feet in height, between the garage doors and the nearest house corner.

5.10.4.3 For side loaded garages, house number signs shall be on a garage wall facing the street and no more than three (3) feet from the house corner nearest the garage doors and shall be a minimum of eight (8) inches by eight (8) inches, mounted six (6) feet in height.

5.10.4.4 Lifestyle Community Homes shall be subject to the foregoing as well as shall be required to place a second house number sign on the street side of the building.

5.10.5 Minimum Architectural Requirements as Established by Clearcreek Township for the Single-Family Area, Clubhouse and Lifestyle Community.

5.10.5.1 Four-sided architectural appearance which shall be required so that similar architectural design elements and details shall be utilized throughout all elevations of the structure. All building elevations shall be articulated with consistency of detailing.

5.10.5.2 Permitted Exterior materials: brick, stone, manufactured stone, wood – cedar or redwood, cementitious sideboard, stucco (limited to a maximum of forty (40) percent of each elevation), insulated vinyl.

5.10.5.3 Permitted Trim materials: EIFS, cementitious fiberboard, reinforced vinyl, aluminum or wood sheathed in vinyl or aluminum.

- 5.10.5.4 Colors for Exterior and Trim: earth tones or subdued in nature.
- 5.10.5.5 Roof Materials: dimensional asphalt shingles
- 5.10.5.6 Garage Doors (where applicable) shall include but not be limited to panel doors to coordinate with architecture.

5.10.6 Minimum Architectural Requirements as set forth by Clearcreek Township for the Commercial Area, also known as the Village Retail Center.

- 5.10.6.1 Four sided architectural appearance which shall be required so that similar architectural design elements and details shall be utilized throughout all elevations of the structure. All building elevations shall be articulated with consistency of detailing.
- 5.10.6.2 Permitted exterior materials: brick, wood – cedar or redwood, cementitious sideboard, stucco (limited to a maximum of forty (40) percent of each elevation), stone, manufactured stone, insulated vinyl, wood trim.
- 5.10.6.3 Colors for façade: earth tones or subdued in nature.
- 5.10.6.4 Roof and facades will be coordinated to compliment each other.
- 5.10.6.5 Colors for trim: earth tones, muted and natural tones.
- 5.10.6.6 Exterior finish products shall not be high gloss or high chroma colors.
- 5.10.6.7 Roof Materials: dimensional asphalt shingles; Copper SS (standing stream).
- 5.10.6.8 Garage Doors shall include but not be limited to panel doors to coordinate with architecture.

ARTICLE VI - ASSOCIATION

6.01 Identification, Formation and Membership. The name of the Master Association is: “Soraya Farms Subdivision Master Association, Inc.” The Master Association has been formed as an Ohio nonprofit corporation pursuant to the

provisions of Chapter 1702 of the Ohio Revised Code. The membership of the Master Association shall consist of: (i) the Owners of SF Lots within the Single Family Area; (ii) the Owners of Lifestyle Lots within the Lifestyle Community; and, (iii) until the Turnover Date, the Declarant.

6.02 **Governance**. The Master Association shall be governed by a Board of Directors, consisting of at least three (3) persons. Prior to the Turnover Date, the members of the Master Board shall be appointed by the Declarant, or the Declarant may elect to act as the Master Board, or it may appoint a managing agent to act as the Master Board on its behalf. After the Turnover Date, the Master Board shall be appointed as follows: 1) One Member of the Master Board shall be appointed by a majority vote of the SF Lot Owners; 2) One Member of the Master Board shall be appointed by a majority vote of the Lifestyle Lot Owners; and 3) One Member of the Master Board shall be appointed by the representatives of the SF Lot Owners and the Lifestyle Lot Owners. All persons appointed to the Master Board of Directors of the Master Association shall be Owners of Lots in the Subdivision. Voting and all other matters regarding the governance and operation of the Master Association following the Turnover Date shall be set forth in the Master Association Documents.

6.03 **Voting Rights**. Voting rights of the Members of the Master Association shall be as provided in the By-Laws of the Master Association.

6.04 **Power; Authority; Duties**. The Master Association shall have all the rights, powers, and duties established, invested, or imposed by its Articles of Organization, By-Laws, and duly adopted rules and regulations, and the laws of the State of Ohio applicable with respect to Ohio not-for-profit corporations. In addition, the Master Association is hereby delegated the power and authority, as owner of the Common Areas in the Planned Unit Development, and, after the Turnover Date, to enforce the protective covenants and restrictions and other provisions of this Master Declaration.

6.05 **Specific Powers**. With respect to the ownership, maintenance, management and care of the Common Areas, the Master Association shall have the following specific powers:

6.05.1 Acquire title, manage, maintain, repair and replace all Common Areas, and pay all costs of utilities, operation, maintenance, repairs, replacement, gardening and other necessary services for the Common Areas and procure and maintain appropriate public liability and casualty insurance (if applicable) for the Common Areas;

6.05.2 Grant easements or licenses where necessary for utilities and other service facilities over, on and across the Common Areas and within platted easements across Lots;

6.05.3 Levy and collect assessments from the Owners and enforce payments of such assessments;

6.05.4 Pay all taxes and special assessments that would be a lien upon the Common Areas, and discharge any lien or encumbrance levied against the Common Areas;

6.05.5 Pay for reconstruction of any portion of the Common Areas which are damaged or destroyed;

6.05.6 Employ and retain a professional manager and/or management company and/or other administrative staff to perform all or any portion of the duties and responsibilities of the Master Board with respect to maintenance of the Common Areas;

6.05.7 After the Turnover Date, make and enforce reasonable Rules and Regulations governing the use of the Common Areas, which shall be consistent with this Master Declaration. After the Turnover Date, the Master Board shall have the power to impose sanctions on Owners for violations of this Master Declaration or Rules and Regulations, including without limitation: (i) reasonable monetary fines which shall be considered Lot Assessments, and (ii) suspension of the right to use the Common Areas. In addition, the Master Board shall have the power to seek relief in any court of competent jurisdiction for violations or to abate unreasonable disturbances. If the Master Board expends funds for attorneys' fees or litigation expenses in connection with enforcing this Master Declaration, the Master Association Documents or the Rules and Regulations against any Owner, tenant, guest or invitee of any Owner, the amount shall be due and payable by such Owner and shall be a Lot Assessment against such Owner's Lot.

6.05.8 Retain and pay for legal and accounting services necessary and proper, for the efficient operation of the Master Association; and

6.05.9 Perform any and all other acts and things that a nonprofit, mutual benefit corporation organized under the law of the State of Ohio is empowered to do, which may be necessary, convenient or appropriate in connection with the ownership and maintenance of the Common Areas and the carrying out of the Master Association's duties as set forth in this Master Declaration.

The Declarant also retains the power and authority to perform all such powers identified above and in this Master Declaration at all times prior to the Turnover Date.

6.06 **Delegation of Duties.** In the event the Master Association shall delegate any or all of its duties, powers or functions, to any person, corporation or firm to act as manager, none of the Master Association, the Master Board, or the Owners shall be liable for any omission or improper exercise by the manager of any such duty, power or function so delegated.

6.07 **Books, Records.** Upon reasonable request of any Owner, the Master Association shall be required to make available for inspection all books, records and financial statements of the Master Association. A reasonable fee may be charged to cover the costs of handling, copying and/or delivering such books and records to a Member who requests the same.

ARTICLE VII – ASSESSMENTS

7.01 **Assessments.** The costs incurred by the Master Association in connection with the operation, administration, maintenance and repair of the Common Areas shall be assessed to and shared equally by all of the Owners of Lots within the Residential Area, such amounts being an encumbrance upon all such Lots.

7.02 **Operating Fund.** The Master Board shall establish a Common Area Operating Fund for paying necessary costs and expenses of owning, maintaining, operating, and managing the Common Areas.

7.03 **Types of Assessments.** Each Owner, by accepting a deed to a Lot, is deemed to covenant and agree, to pay to the Master Association an initial assessment at the time of the closing of such Lot in the amount of at least \$390.00 or such greater amount as may from time to time be determined to be necessary by Declarant for deposit into the Common Area Operating Fund, and the following assessments: (i) Basic Assessments, (ii) Lot Assessments, as applicable, (iii) Special Assessments, and (iv) Real Estate Transfer Assessment. No Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Area or by abandoning his/her Lot. Basic and Special Assessments shall be fixed at a uniform rate for all Lots.

7.04 **Basic Assessments.** This assessment may be billed on a monthly, quarterly, semi-annual or annual basis, as determined by the Master Association or Declarant. The Master Board shall estimate annually the Common Expenses and the expenses, if any, it expects the Master Association to incur for the ownership, maintenance, operation and management of the Master Association, (which may include amounts, if any, for a Reserve Fund, as may be determined by the Master Board) and shall assess each Owner a Basic Assessment equal to such estimated expenses, plus the difference between the estimated assessments for the prior assessment year and the actual expenses for such year, divided by the sum of the total number of Lots in the Residential Area. The Basic Assessments shall be paid in accordance with the procedures set forth in the Rules and Regulations.

7.05 **Commencement of Assessments.** The Basic Assessments shall be due and payable on January 1 of each year (unless the Master Board or Declarant determines to bill such assessments monthly, quarterly or semi-annually). The first assessment for any Owner may be prorated for the balance of such assessment year and shall become due and payable and a lien on the date such Owner acquires title to its Lot. The Master Board or the Declarant may from time to time determine the manner and schedule of payments.

The Master Board or the Declarant shall make reasonable efforts to fix the estimated amount of the Basic Assessment in accordance with Section 7.04 above at least thirty (30) days in advance of the date such Basic Assessment is due and payable. The Master Board or Declarant shall send each Owner written notice of the Basic Assessment for each assessment year.

7.06 **Lot Assessments.** The Master Board may levy a Lot Assessment against any Lot(s) and the Owner(s) thereof to reimburse the Master Association for costs incurred on behalf of the Lot(s), including without limitation, costs associated with making repairs to the Common Areas that are the responsibility of the Owner; costs of enforcement (including court costs and the Master Association's legal fees, if applicable) relative to any deed restriction violation which exists on any Lot(s); costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other fines and charges reasonably determined to be a Lot Assessment by the Master Board. Upon its determination to levy a Lot Assessment, the Master Board shall give the affected Owner(s) written notice and the right to be heard by the Master Board or a duly appointed committee thereof in connection with such Lot Assessment, 10 days prior to the effective date of the levy of any Lot Assessment. The Master Board may levy a Lot Assessment in the nature of a fine reasonably determined by the Master Board against the Lot of any Owner who violates the Rules and Regulations, the Master Association Documents or any provision of this Master Declaration, or who suffers or permits his/her family members, guests, invitees or tenants to violate such Rules and Regulations, the Master Association Documents, or provisions of this Master Declaration. Owners may desire to obtain Loss Assessment Insurance Coverage on their homeowners' policy.

7.07 **Special Assessments.** The Master Board, shall have the right from time to time to levy special assessments to cover the cost of any improvement which may be necessary, in the Master Board's discretion, to the amenities or Common Areas of the Master Association. The Reserve Fund shall not be used in place of a special assessment.

7.08 **Real Estate Transfer Assessment.** In consideration of the on-going consultant services provided to the Master Association by Developers' Facilitator, LLC or its assigns, on or prior to the date that is twenty (20) years after the date this Master Declaration is filed for recording, upon the sale of any Lot (or Home located thereon), at the time of closing, the seller of such real property shall be responsible to pay a fee equal to one half of a percent (.50%) of the gross selling price of such real property to Developers' Facilitator, LLC or its assigns at the following address: c/o Taft Stettinius & Hollister LLP, 110 North Main Street, Suite 900, Dayton, OH 45402, Attn: David N. Reed. This fee shall not replace the Basic Assessment. The initial sale of any Lot by the Declarant shall be exempt from this assessment. No other sales are exempt.

7.09 **Property Exempt from Assessments.** The following property shall be exempt from the foregoing described assessments: (i) all Common Areas, (ii) all unsold lots and undeveloped areas held by the Declarant, and (iii) any Lifestyle Lot held by the Declarant that has not been transferred since its initial construction.

7.10 **Fees.** The Master Association may choose to enact fees to reimburse it for costs when necessary. These fees may include but are not limited to fees for review of the following prior to construction: building plans, landscape plans, exterior design plans, exterior building or improvement plans (including remodeling, additions, sheds, swimming pools, patios and decks) and for inspection of the following after construction: compliance of installed sidewalks to the sidewalk plan and grading to the grading plan.

7.10.1 Any fee paid to the Master Association shall be paid at or before the time of service.

7.10.2 In the event that a plan is rejected or an inspection is failed a re-inspection or re-review fee shall be charged. Said fee shall be half the original fee.

7.10.3 Reviews and inspections done simultaneously may result in reduced fees.

7.10.4 Construction without approval or failure to obtain the proper inspections shall result in the \$1000 fine and a placement a lien against the title.

7.11 **Remedies.**

7.11.1 **Interest: Late Charge.** If any Assessment remains unpaid for 10 days after all or any part thereof shall become due and payable, the Master Board may charge interest at the lesser of the rate of twelve percent (12%) per annum or the highest rate permitted by law, and the Master Board, or the Manager, if applicable, may collect an administrative collection charge in an amount to be established from time to time by the Master Board.

7.11.2 **Liability for Unpaid Assessments.** Each Assessment or installment of an Assessment, together with interest thereon and any costs of collection, including reasonable attorneys' fees shall become the personal obligation of the Owner(s) beginning on the date the Assessment or installment thereof becomes due and payable. The Master Board may authorize the Master Association to institute an action at law on behalf of the Master Association against the Owner(s) personally obligated to pay any delinquent assessment. An Owner's personal obligation for a Lot's delinquent Assessments shall also be the personal obligation of his/her successors in title who acquire an interest after any Assessment becomes due and payable and both such Owner and his/her successor in title shall be jointly and severally liable therefore. Except as otherwise provided herein, the transfer of an interest in a Lot shall neither impair the Master Association's lien against that Lot for any delinquent Assessment nor prohibit the Master Association from foreclosing that lien.

7.11.3 **Liens.** All unpaid Assessments, together with any interest and charges thereon or costs of collection, shall constitute a continuing charge in favor of the Master Association and a lien on the Lot against which the Assessment was levied. If any

Assessment remains unpaid for ten (10) days after it is due, then the Master Board may authorize any officer or appointed agent of the Master Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest and costs with the appropriate governmental office containing a description of the Lot which the lien encumbers, the name(s) of the Owner(s) of that Lot, the amount of the unpaid portion of the Assessment, and such other information as the laws of the State may require. The certificate may be signed by any officer, authorized agent or Manager of the Master Association. Upon the filing of the certificate, the subject Lot shall be encumbered by a continuing lien in favor of the Master Association. The Assessment lien shall remain valid for a period of five (5) years from the date such certificate is duly filed, and may thereafter be renewed for like consecutive terms, until and unless the lien is released earlier or satisfied in the same manner provided by the laws of the State for the release and satisfaction of mortgages on real property, or unless the lien is discharged by the final judgment or order of any court having jurisdiction. Notwithstanding the foregoing, the lien for Assessments provided for in this Section shall be subordinate to the lien of any bona fide first mortgage on a Lot.

ARTICLE VIII- COMMON AREAS

8.01 **Right to Enjoyment of Common Areas.** Each Owner shall have the right and a nonexclusive easement for use and enjoyment of all Common Areas except as set forth in Section 8.02 of this Article. The foregoing right and easement shall be appurtenant to, and shall pass with, title to such Owner's property within the Planned Unit Development.

8.02 **Limited Common Areas/Commercial Areas.**

8.02.1 **Limited Common Areas.** The following Common Areas shall be Limited Common Areas for the use of the Commercial Owners, their agents, employees, tenants, and assigns, and invitees of the foregoing (collectively, the "**Limited Common Areas**"): (i) all green space and landscaping within the Commercial Area between State Route 48 and the "Streetscape Buffer Line" and (ii) all walkways within the Commercial Areas.

8.02.2 **Commercial Areas.** Commercial Owners shall have the use and enjoyment of all Limited Common Areas, but shall not be entitled to the use and enjoyment of any other Common Areas, except any open spaces or walkways within such Common Areas.

8.02.3 **Master Association Liability.** The Master Association shall not be liable for the negligence of the Commercial Owners.

8.03 **Amenities.** The below described amenities shall be for the benefit and use of the Residents of the Lots within the Planned Unit Development and their guests.

Any Commercial Owner or lessee of property in the Commercial Area or customer thereof shall not be permitted to utilize the following amenities:

8.03.1 General Rules.

- 8.03.1.1 The Declarant assumes no liability for any person who chooses to utilize any amenity. Any person who chooses to utilize any amenity shall do so at their own risk.
- 8.03.1.2 No person shall attempt to access any amenity by crossing the private property of another Owner.
- 8.03.1.3 Not all amenities may be immediately available. The amenities shall be constructed with future phases.
- 8.03.1.4 Hunting on the property within the Planned Unit Development is strictly prohibited.

8.03.2 Walkways.

- 8.03.2.1 The walkways are intended to be used as walking/running paths.
- 8.03.2.2 All trails shall have a distance marker located every 1/8 of a mile which indicates the direction of compass, distance along the trail and name of the trail.
- 8.03.2.3 Trash receptacles shall be located along all trails for the purpose of waste collection. These receptacles shall be securable to prevent tipping and infestation.

8.03.3 Ponds.

- 8.03.3.1 Swimming and boating are strictly prohibited.
- 8.03.3.2 Fishing shall be permitted but limited to Residents of the Lots within the Planned Unit Development and their guests. Any person who chooses to utilize the ponds in this manner does so at their own risk.
- 8.03.3.3 It shall be strictly prohibited for any Owner to utilize any pond as a water source or a wastewater disposal site for any Lot for any reason.

8.03.4 Clubhouse.

- 8.03.4.1 Rules for use and hours of operation for the Clubhouse shall be at the discretion of the Master Board.
- 8.03.4.2 The Declarant reserves the right to use a portion of the Clubhouse for sales of Lots and residential homes.

8.03.5 Bike Paths.

- 8.03.5.1 When the Ohio Department of Transportation (ODOT) determines the need for a bike path to be connected to the northern and/or southern property lines, the Master Association shall be required to construct the areas classified as future bike path on the Plat.
- 8.03.5.2 If ODOT does determine the need for the bike path to be extended, the owners of any property within the Subdivision affected by this construction shall grant temporary construction and cross access easements to the Master Association until the completion of the project.
- 8.03.5.3 If ODOT does determine the need for the bike path to be extended, the Master Association will solely bear the cost of the construction. Furthermore, in the event that damage occurs to any property as a result of the construction the Master Association shall indemnify the party that is harmed.
- 8.03.5.4 If the bike path is extended, the maintenance of such bike path shall be the responsibility of the Master Association.

8.03.6 Swimming Pool/Sand Volleyball Area. Rules for use and hours of operation for the Swimming Pool Area shall be at the discretion of the Master Board.

8.03.7 Tennis Courts. Rules for use and hours of operation for the Tennis Courts shall be at the discretion of the Master Board.

8.04 Maintenance. The Master Association shall maintain and keep in good repair the Common Areas. This maintenance shall include, without limitation,

maintenance, repair, and replacement of all landscaping and other flora, structures, non-standard traffic signs and improvements situated upon the Common Areas and all personal property used in connection with the operation of the Common Areas. **Exhibit D-1** attached hereto outlines the responsibilities for maintenance applicable to the Master Association.

8.05 **Damage to Common Area By Owner or Occupant.** If the Common Area is damaged by any Owner or occupant, his/her family, guests, or invitees, then the Master Board may levy a Lot Assessment against such Owner for the cost of repairing or replacing the damaged property. The Master Association shall be entitled to enter a Lot to repair or maintain any Common Area adjacent to such Lot.

8.06 **Declarant's Use of Common Areas.** The Declarant and its assigns shall have the right prior to the Turnover Date to use the Common Areas, including the Limited Common Areas, free of charge, for the purposes of promotion, sales, rental or rental management and for construction, construction management, maintenance, repair or remodeling.

8.07 **Conveyance of Common Areas.** Declarant shall convey the Common Areas to the Master Association not later than the date the last Lot is conveyed by the Declarant to an Owner other than the Declarant. Such conveyance shall be by limited warranty deed and shall have priority over all liens and encumbrances whatsoever except the easements, covenants, restrictions and provisions of this Declaration; easements, covenants, restrictions, conditions and other similar matters of record; real estate taxes and assessments which are a lien, but are not due and payable at the time of said conveyance; and zoning and other ordinances, if any. Declarant shall cause any mortgagee of the Common Areas to subordinate its mortgage on such areas in favor of this Declaration. The Master Association shall hold title to said parcels subject to the provisions of this Declaration. After title to the Common Area is transferred to the Master Association, or its successors and assigns, except as otherwise provided herein, the Declarant shall have no greater ownership or control over the Common Area than the ownership or control of Owners or Occupants within the Planned Unit Development, or Additional Property as the same is added to the Planned Unit Development.

ARTICLE IX- INSURANCE

9.01 **Fire and Extended Coverage Insurance.** The Master Association shall obtain for the use and benefit of all Owners, and their respective Eligible Holders of First Mortgages, insurance on all fixtures and improvements constructed within the Common Areas ("**Common Area Improvements**"). The policy of such insurance (the "**Common Area Hazard Insurance Policy**") shall provide coverage against loss or damage by vandalism, malicious mischief, sprinkler leakage, fire, lightning, extended coverage perils and such perils as are from time to time customarily covered with respect to similar projects in construction, geographical location and use, including all perils normally covered by, and are at this time comprehended within the term,

"extended coverage." The Hazard Insurance Policy shall insure against earthquake peril if such coverage is available at a reasonable price (as determined by the Master Board). The amount of such insurance shall be not less than 100% of the replacement value of the Common Area Improvements, exclusive of the cost of land, foundations, footings, excavation and other elements which are not ordinarily insured against loss, without deduction for depreciation. If such policy contains co insurance provisions, the policy shall contain an agreed amount endorsement. The policy providing such coverage shall provide that: (1) no mortgagee shall have any right to apply the proceeds to the reduction of any mortgage debt; (2) shall have, if available and commonly required by prudent institutional mortgage investors in the area in which the Subdivision is located, an "Agreed Amount Endorsement", "Inflation Guard Endorsement" and so-called "construction code endorsements"; (3) shall have a nominal deductible on any single loss in such amount as shall be found reasonable by the Master Board after carefully considering and comparing the increased premium costs resulting from a low deductible with the lower premium costs but higher per loss risk resulting from a high deductible, together with all pertinent factors; (4) shall contain either a waiver by the insurer of any increased hazard clause or a provision stating that the coverage will not be affected by the act, omission or neglect of any person, unless such act, omission or neglect is within the knowledge or control of the Master Association prior to the occurrence of the loss; and (5) shall provide for the release by the insurer of any and all rights of subrogation or assignment, and all causes and rights of recovery, against any Owner or Occupant for any loss occurring to the insured property resulting from any of the perils insured against under the Hazard Insurance Policy.

9.02 **Procedure for Reconstruction or Repair.** Immediately after a casualty causing damage to Common Area Improvements, the Master Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that before the casualty. Such cost may include professional fees and premiums for such bonds as the Master Board deems necessary.

9.03 **Construction Funds.** The insurance proceeds and the sums received by the Master Association from the collection of special assessments against Owners on account of any casualty shall be considered a special construction fund to be disbursed by the Master Association to the payment of the cost of reconstruction and repair of the Common Area Improvements from time to time as the work progresses. The first monies disbursed in payment of such costs of reconstruction and repair shall be from insurance funds.

9.04 **Liability Insurance.** The Master Association, shall insure itself, all members of the Master Board, all Owners, employees, invitees, agents, tenants and all persons lawfully in the possession or control of any part of the Common Areas, against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from destruction of property occurring upon, in or about, the Common Areas. Unless lower limits are otherwise approved by the Master Board, this liability insurance shall afford protection to a limit of not less than \$3,000,000.00 for bodily injury, disease, illness or death suffered by any one

person, and to a limit of not less than \$3,000,000.00 for any one occurrence, and to the limit of not less than \$1,000,000.00 for damage to or destruction of property arising out of any one occurrence. Such policy shall not insure against liability for personal injury or property damage arising out of or relating occurrences on or in the individual Homes or Lots. An Owner shall be responsible for obtaining and paying all premiums for any liability or other forms of insurance it deems necessary in connection with the use of the Owner's Home.

9.05 **Insufficient Liability Insurance.** If the proceeds of any liability policy are insufficient, any deficit shall be charged to all Owners as a Special Assessment.

9.06 **Other Insurance.** The Master Association shall also obtain such additional insurance as the Master Board considers necessary, including without limitation, fidelity bonds for anyone who handles or is responsible for funds held or administered by the Master Association.

9.07 **Amount of Fidelity Coverage.** The amount of any fidelity bond shall at a minimum be equal to the maximum funds that will be in the custody of the Master Association at any time such bond is in effect. In addition, such fidelity bond coverage must equal the sum of three months' assessments on the Lots, together with the reserve funds, if any.

9.08 **Notice of Cancellation or Substantial Change.** Any insurance coverage obtained by the Master Association shall contain a provision requiring the insurer to notify the Master Association, and any mortgagee named in the mortgage clause if applicable, in writing of the cancellation or a substantial change of coverage at least 30 days prior to cancellation or substantial change of coverage.

9.09 **Annual Review.** The insurance coverage required under this Article IX shall be reviewed at least annually by the Master Board, and is subject to modification as determined by the Master Association from time to time. If any of the insurance coverage required under this Article IX becomes unavailable or impractical to obtain, the Master Association shall obtain coverage which most closely approximates the required coverage with the deductible provisions described above.

ARTICLE X – SINGLE FAMILY AREA

In addition to any requirements generally imposed upon Owners or Occupant of Lots within the Residential Area as set forth in Article III above or elsewhere in this Declaration, the SF Lots within the Single Family Area shall be subject to the following requirements:

10.01 **Maintenance of Lot and Home.** Each SF Lot Owner or Occupant, at his/her expense, shall maintain and repair its Lot and the Home and other improvements located thereon in good order and safe and sanitary condition and are at all times kept in good condition and repair and adequately painted or otherwise finished

with a trim, neat yard such that they do not become unsightly or fall into disrepair and/or adversely affect the safety and usefulness of the Common Areas. In addition, each SF Lot Owner shall maintain those portions of his/her SF Lot that are adjacent to any portion of the Common Area in accordance with the Rules and Regulations and the requirements set forth in this Master Declaration. In the event of damage or destruction to any Home or other improvements which are located on such Lot, the SF Lot Owner shall cause such Home or other improvements to be repaired or removed within a reasonable period of time and restored to an orderly and attractive condition. Each SF Lot Owner, for himself and his successors and assigns, hereby grants to Declarant and the Master Association, jointly and severally, the right to make any necessary alterations, repairs or maintenance approved by the Master Board to carry out the intent of this provision which were to be performed by such SF Lot Owner hereunder and such SF Lot Owner fails to timely perform. Each SF Lot Owner further agrees to reimburse Declarant or the Master Association for any expenses actually incurred in carrying out the foregoing on such SF Lot or to Improvements owned by or the responsibility of such SF Lot Owner. The Master Association may assess and collect such reimbursement (for itself or on behalf of Declarant, as the case may be) as a Lot Assessment.

10.02 **Lighting.** Each SF Lot Owner or Occupant shall maintain and repair the lamppost located on its Lot as necessary.

10.03 **Driveways and Sidewalk Maintenance.** Each SF Lot Owner or Occupant shall be responsible for the maintenance and replacement if damaged, of all sidewalks and driveways located on or in front of its SF Lot.

10.04 **Waste Disposal.** All SF Lot Owners or Occupants shall be responsible to contract for trash collection and sanitary sewer services.

10.05 **Maintenance Responsibilities.** Exhibit D-1 attached hereto outlines the responsibilities for maintenance applicable to the SF Lot Owners.

10.06 **Right of Master Association to Repair Lot or Home.** If any Owner fails to maintain his/her Lot in the manner required herein, and if the Master Board determines that any maintenance of that Lot is necessary to ensure public safety, to permit reasonable use or enjoyment of the Common Area by Owners, to prevent damage to or destruction of any other part of the Common Area or to comply with the Rules and Regulations or the terms of this Master Declaration, then the Master Board may authorize its employees or agents to enter the Lot at any reasonable time to complete the necessary maintenance and the Master Board may levy a Lot Assessment for all reasonable expenses incurred.

ARTICLE XI- LIFESTYLE COMMUNITY

11.01 **Covenants and Restrictions.** In addition to any Covenants and Restrictions generally imposed upon Lots within the Residential Area as set forth in

Article III above or elsewhere in this Declaration, the Lifestyle Lots within the Lifestyle Community shall be subject to the following Covenants and Restrictions:

11.01.01 *Exterior Appearance and Lights.* The exterior of any building or structure located on a Lifestyle Lot shall not be altered, modified, changed or redecorated in such a way as to change the appearance or decor of the structure, nor shall any of the landscaping appurtenant to such building or structure be materially changed without the express written authorization of the Architectural Review Board. For the purpose of providing security, each Owner shall keep the bulb(s) in all exterior lights originally attached to the exterior of his or her Home in good working order.

11.01.02 *Landscaping.* After the Turnover Date, all landscaping installed on any Lifestyle Lot shall be installed only in accordance with the plans and specifications approved by the Master Association and no alterations, modification or changes shall be permitted except in accordance with the Rules adopted by the Master Board or otherwise with the Master Board's permission. Notwithstanding the foregoing, each Lifestyle Lot Owner shall be permitted to install annual flowers and plants within the landscaped areas of the Lifestyle Lot subject to the following conditions: (i) such Lifestyle Lot Owner shall be responsible for removing its annual plantings before they die or otherwise become unsightly, and, in no event, later than the end of their growing season, (ii) such Lifestyle Lot Owner shall ensure that the plantings are spaced and maintained in such a way so as not to cause damage to the existing landscaping, (iii) such Lifestyle Lot Owner shall be responsible for repairing any resulting damage to the existing landscaping or irrigation system, and (iv) such Lifestyle Lot Owner shall remove any such plantings which the Declarant or, after the Turnover Date, the Master Board determines, in its sole discretion, to be inappropriate for the location in which they have been installed.

11.01.03 *Replacements.* Any Home in the Lifestyle Community erected to replace a destroyed Home shall be of new construction, of the same size, design, and construction to that replaced.

11.01.04 *Structural Integrity.* Nothing shall be done in any Home in the Lifestyle Community, or in, on, or to the Lifestyle Lot, that may impair the structural integrity of any Home.

11.01.05 *Party Walls.* Each Lifestyle Lot Owner sharing a Party Wall shall have the full right to use the Party Wall for the support of beams and structural materials or in any other lawful manner not prohibited hereby; provided, however, that such use shall not injure, impair the strength of, or endanger the wall, foundation or other portion of the adjoining Home of the other Owner, and shall not impair or endanger the Party Wall benefits and supports to which the adjoining Home is entitled. Neither Owner of a Home sharing a Party Wall may extend the length or increase the height of the Party Wall.

11.01.06 *Animal Maintenance.* The following dog breeds are strictly prohibited in the Lifestyle Community: Rottweiler, Pit Bull, Chow Chow, Doberman, and German Shepherd. Mixed breeds will be determined by the dominant breed. No animals shall be permitted outside of a Home in the Lifestyle Community unless accompanied by its Owner, regardless of whether such animal is confined within a fence.

11.02 **Master Association Maintenance and Services.** The Master Association shall provide the following maintenance and services for all Lifestyle Lots within the Lifestyle Community:

11.02.01 *Tree lawns and Sidewalks.* The Master Association shall maintain all lawn and landscaping areas within the tree lawns adjacent to the public right-of-ways, including the public sidewalks therein, in a good and attractive condition as may be required by Clearcreek Township.

11.02.02 *Landscaping/Improvements.* The Master Association shall maintain all Originally Installed Landscaping situated within any Lifestyle Lots and exterior patios and/or decks (including deck railings and steps) at the rear of Homes (unless such patios and/or decks are enclosed with a fence, screened enclosure, or other enclosure, in which event the maintenance of all landscaping and improvements within such enclosure shall be the sole responsibility of the Owner, and the Master Association shall continue to maintain all exterior portions of such enclosure), all in a good and attractive condition. The Master Association shall not be responsible for the maintenance of any landscaping within an area enclosed by a fence.

11.02.03 *Snow Removal.* The Master Association shall remove snow from any private roadways, parking spaces, sidewalks, if any, and all driveways serving individual Homes. The Master Association shall not be responsible for snow removal from patio and/or deck areas.

11.02.04 *Fences.* The Master Association shall maintain, repair and replace any fences or gates which may be situated on the Lifestyle Lots.

11.02.05 *Drainage System.* The Master Association shall maintain all piping, culverts, swales, drains, and other facilities now or hereafter situated upon any portion of the Lifestyle Lots which are intended for the collection, retention, detention, transmittal or disposal of storm-water, and which are not the responsibility of Clearcreek Township or any other governmental authority having jurisdiction thereover, in clean and sanitary condition and in good order and repair and to make all replacements and renewals necessary to so maintain the same.

11.02.06 *Utilities.* The Master Association shall maintain, repair and replace all common sanitary sewer lines and other common utility lines as provided herein.

11.02.07 *Gutters & Downspout Cleaning.* The Master Association shall clean, maintain, repair and replace gutters and downspouts attached to the Homes within the Lifestyle Community.

11.02.08 *Home Maintenance.* The Master Association shall keep the exterior features and materials of all Homes within the Lifestyle Community in good condition and repair, including masonry, siding, trim, roofing, skylights, unenclosed patios and/or unenclosed decks (including deck railings and steps), driveways, the exterior of any screened or other enclosures constructed over patios and/or decks (excluding the screens and doors), and all other exterior improvements, except the Master Association shall not be responsible for the maintenance of any patios, decks, or improvement within the interior of any fenced-in area, screened enclosure, or other such enclosure constructed around or over exterior rear patios, decks, and any improvements or landscaping installed by an Owner within a Lifestyle Lot. Each Lifestyle Lot Owner shall be liable for the expenses of any maintenance, repair or replacement (or payment of any deductible amount required by any insurance policy) rendered necessary by his or her negligence or by that of any member of his or her family or his or her or their guests, employees, agents or lessees, to the extent that such expense is not covered by the proceeds of insurance carried by the Master Association, which liability shall include, but not be limited to, replacement of glass or screens within windows or doors when broken by such parties. The Master Association shall not be responsible for the repair, maintenance (including cleaning) or replacement of any windows or doors which are a part of the Home or any exterior enclosure.

11.02.09 *Party Walls.* The Master Association shall maintain the exterior portion of all Party Walls, and shall insure all Party Walls under the insurance it maintains pursuant to this Article. Owners sharing a Party Wall shall be responsible for all interior maintenance, repair, and replacement of such Party Wall which is not provided by the Master Association or under the insurance coverage provided by this Article.

11.02.10 *Trash Collection.* The Master Association shall be responsible to contract for trash collection for all Lifestyle Lot Homes.

11.02.11 *Private Roadways.* The Master Association shall keep all private roadways located on the Lifestyle Lots in good condition and repair. Each Lifestyle Lot Owner shall be liable for the expenses of any maintenance, repair or replacement (or payment of any deductible amount required by any insurance policy) rendered necessary by his or her negligence or by that of any member of his or her family or his or her or their guests, employees, agents or lessees, to the extent that such expense is not covered by the proceeds of insurance carried by the Master Association.

11.03 **Maintenance by Lifestyle Lot Owner.** Each Lifestyle Lot Owner and Occupant shall have the exclusive duty to (a) maintain the interior of his or her Home in good condition and repair, (b) keep the exterior and interior of such Home and the adjacent Common Areas free from debris, rubbish, rubble and other conditions

created by such Lifestyle Lot Owners or Occupants or their guests, (c) maintain any patios, decks, or improvement within the interior of any fenced-in area, screened enclosure, or other such enclosure constructed around or over exterior rear patios, decks, and any improvements or landscaping installed by an Owner within a Lifestyle Lot.

11.04 **Party Walls.** Except any exterior maintenance that shall be provided by the Master Association, the cost of reasonable repair and maintenance of a Party Wall shall be shared equally by the Lifestyle Lot Owners who make use of the Party Wall. Notwithstanding any other provision of this subsection, an Owner who by his or her negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements. The right of any Owner to contribution from any other Owner under this subsection shall be appurtenant to the land and shall pass to such Owners successors in title.

11.05 **Easements.** In addition to any licenses or easements generally imposed upon Lots within the Residential Area as set forth in Article IV above or elsewhere in this Declaration, the Lifestyle Lots within the Lifestyle Community shall be subject to the following Easements:

11.05.01 *Landscaping, Snow Removal, and Maintenance Easement.* There is hereby reserved for the benefit of the Master Association and its agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement to enter upon any Lot within the Lifestyle Community for the purposes of fulfilling the Master Association's responsibilities as provided in this Article, including maintaining mailboxes, street lights, private roadways, driveways, sidewalks, Originally Installed Landscaping, and the exterior of Homes, providing snow removal services, mowing, removing, clearing, cutting or pruning underbrush, weeds, stumps, or other unsightly growth, and removing trash and debris in order to maintain reasonable standards of health, fire safety, and appearance within the Lifestyle Community and the Subdivision.

11.05.02 *Private Roadways.* The Lifestyle Lots within the Lifestyle Community may be subject to easements for roadways, ingress and egress as shown on the Subdivision Plat.

11.06 **Insurance.**

11.06.02 *Fire and Extended Coverage Insurance.* The Master Association shall obtain for the use and benefit of all Lifestyle Lot Owners, and their respective Eligible Holders of First Mortgages, insurance on all fixtures and improvements comprising a Lifestyle Lot Home or constructed within a Lifestyle Lot, other than furnishings and other personal property of an Owner. The policy of such insurance (the "Hazard Insurance Policy") shall provide coverage against loss or damage by vandalism, malicious mischief, sprinkler leakage, fire, lightning, extended coverage perils and such perils as are from time to time customarily covered with respect to similar

projects in construction, geographical location and use, including all perils normally covered by, and are at this time comprehended within the term, "extended coverage." The Hazard Insurance Policy shall insure against earthquake peril if such coverage is available at a reasonable price (as determined by the Master Board). The amount of such insurance shall be not less than 100% of the replacement value of the Home, exclusive of the Home finishes and the cost of land, foundations, footings, excavation and other elements which are not ordinarily insured against loss, without deduction for depreciation. If such policy contains co insurance provisions, the policy shall contain an agreed amount endorsement. The policy providing such coverage shall provide that: (1) no mortgagee shall have any right to apply the proceeds to the reduction of any mortgage debt; (2) shall have, if available and commonly required by prudent institutional mortgage investors in the area in which the Subdivision is located, an "Agreed Amount Endorsement", "Inflation Guard Endorsement" and so-called "construction code endorsements"; (3) shall have a nominal deductible on any single loss in such amount as shall be found reasonable by the Master Board after carefully considering and comparing the increased premium costs resulting from a low deductible with the lower premium costs but higher per loss risk resulting from a high deductible, together with all pertinent factors; (4) shall provide that the insurer shall have no right to contribution from any insurance which may be purchased by any Lifestyle Lot Owner as permitted below; (5) shall contain either a waiver by the insurer of any increased hazard clause or a provision stating that the coverage will not be affected by the act, omission or neglect of any person, unless such act, omission or neglect is within the knowledge or control of the Master Association prior to the occurrence of the loss; (6) shall contain the standard mortgage clause, or equivalent endorsement (without contribution); which is commonly accepted by private institutional mortgage lenders in the area in which the Subdivision is located and which appropriately names the Federal National Mortgage Association ("FNMA") and the Federal Home Loan Mortgage Corporation ("FHLMC") or other such agencies if such corporations are holders or insurers of first mortgages on the Lifestyle Lot Homes; (7) shall contain provisions requiring the issuance of certificates of coverage to each Lifestyle Lot Owner and to any Eligible Holder of First Mortgage on a Lifestyle Lot Home upon request, and further requiring the issuance of written notice not less than thirty (30) days prior to any expiration, substantial modification or cancellation of such coverage to the Master Association and to each Eligible Holder of First Mortgage; and (8) shall provide for the release by the insurer of any and all rights of subrogation or assignment, and all causes and rights of recovery, against any Lifestyle Lot Owner or other Occupant of the Lifestyle Lot Home, for any loss occurring to the insured property resulting from any of the perils insured against under the Hazard Insurance Policy.

11.06.03 *Prohibition.* The Hazard Insurance Policy shall be without prejudice to the right of a Lifestyle Lot Owner to obtain individual contents or chattel property insurance, but no Lifestyle Lot Owner may at any time purchase individual policies of insurance covering any item which the Master Association is required to insure. If any Lifestyle Lot Owner does purchase such a policy, it shall be liable to the Master Association for any damages, expenses or losses which it suffers or incurs as a result, and the Master Association shall have the same lien rights provided by

Article VII for Special Assessments with respect to any such damages, expenses or losses not paid to it by such Lifestyle Lot Owner.

11.06.04 *Expense.* The cost of the Hazard Insurance Policy, as well as any other insurance obtained by the Master Association pursuant to this Article, shall be a Lifestyle Community Expense.

11.06.05 *Insured.* The name of the insured under the Hazard Insurance Policy shall be set forth therein substantially as follows: “Soraya Farms Master Association, Inc. for use and benefit of the individual Lifestyle Lot Owners (designated by name if required by law).” Loss payable shall be in favor of the Master Association as trustee for each Lifestyle Lot Owner and each Lifestyle Lot Owner’s Eligible Holder of First Mortgage, if any.

11.06.06 *Owner’s Home and Contents.* The Hazard Insurance Policy shall not provide coverage for items of personal property or finishes installed by any Lifestyle Lot Owner or Occupant, including, without limitation, any appliances, utility facilities which are a part of the Home and any improvements and betterments not installed by Declarant. Each Lifestyle Lot Owner shall, at that Lifestyle Lot Owner’s own expense, obtain casualty insurance to protect the Home and the Home finishes (including, without limitation, the windows and doors of the Home).

11.06.07 *Certificates and Notice of Cancellation.* Any policy of insurance obtained under this Article shall contain provisions requiring the issuance of certificates of coverage and the issuance of written notice not less than 30 days prior to any expiration or cancellation of such coverage to the Lifestyle Lot Owner and to any mortgagee or mortgagees of any Lifestyle Lot Home.

11.06.08 *Mutual Waiver of Subrogation.* The Master Association, all Lifestyle Lot Owners, affiliates of a Lifestyle Lot Owner, members of a Lifestyle Lot Owner's family, all tenants or other occupants of any Home within the Lifestyle Community and all insurers providing insurance coverage under this Article, on behalf of themselves and all others claiming under or through any of them, mutually and irrevocably waive all claims, actions, causes of action and rights of recovery against each other, including all rights of subrogation or assignment, for any loss or damage occurring to any portion of the Lifestyle Community resulting from any of the perils insured against under the insurance policy or policies required under this Article. However, nothing in this Section shall relieve the Lifestyle Lot Owner from any of its obligations to obtain and maintain in full force and effect all policies of insurance provided in this Article.

11.06.09 *Procedure for Reconstruction or Repair.* Immediately after a casualty causing damage to a Lifestyle Lot Home, the Master Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that before the casualty. Such cost may include professional fees and premiums for such bonds as the Master Board deems necessary.

11.06.10 *Construction Funds.* The insurance proceeds and the sums received by the Master Association from the collection of special assessments against Lifestyle Lot Owners on account of any casualty shall be considered a special construction fund to be disbursed by the Master Association to the payment of the cost of reconstruction and repair of the Lifestyle Lot Home from time to time as the work progresses. The first monies disbursed in payment of such costs of reconstruction and repair shall be from insurance funds.

11.06.11 *Other Insurance.* The Master Association, as a Lifestyle Community Expense, shall also obtain such additional insurance as the Master Board considers necessary.

11.06.12 *Notice of Cancellation or Substantial Change.* Any insurance coverage obtained by the Master Association shall contain a provision requiring the insurer to notify the Master Association, and any mortgagee named in the mortgage clause if applicable, in writing of the cancellation or a substantial change of coverage at least 30 days prior to cancellation or substantial change of coverage.

11.06.13 *Annual Review.* The insurance coverage required under this Article shall be reviewed at least annually by the Master Board, and is subject to modification as determined by the Master Association from time to time. If any of the insurance coverage required under this Article becomes unavailable or impractical to obtain, the Master Association shall obtain coverage which most closely approximates the required coverage with the deductible provisions described above.

11.07 **Lifestyle Community Assessments.** In addition to any assessments generally imposed upon Lots within the Residential Area as set forth in Article VII above, the Lifestyle Lots within the Lifestyle Community shall be subject to the following:

11.07.01 *Lifestyle Community Operating Fund.* The Master Board shall establish a Lifestyle Community Operating Fund for paying necessary costs and expenses of owning, maintaining, operating, and managing the Lifestyle Community.

11.07.02 *Lifestyle Community Assessments.* The costs incurred by the Master Association in connection with the general operation, administration, maintenance and repair of the Lifestyle Community and the Lifestyle Lots within the Lifestyle Community shall be assessed to and shared by all of the Owners of the Lifestyle Lots within the Lifestyle Community in accordance with this Subsection 11.07.02, such amounts being an encumbrance upon all such Lifestyle Lots (collectively, the "**Lifestyle Community Assessments**"). No Lifestyle Lot Owner may gain exemption from liability for any Lifestyle Community Assessment by waiving or foregoing the use or enjoyment of or by abandoning his/her Lot. The Master Board shall estimate annually the expenses it expects the Master Association to incur for the maintenance, operation and management of the Lifestyle Community (which may

include amounts, if any, for a Reserve Fund, as may be determined by the Master Board), and shall assess each Lifestyle Lot Owner a Lifestyle Community Assessment equal to an amount calculated as follows:

(1) the estimated expenses for the current assessment year to operate, administer, maintain and repair any and all landscaping and improvements in the Lifestyle Community which are common areas for the benefit of all Lots within the Lifestyle Community and any and all landscaping and site improvements (other than the Homes) located on the Lifestyle Lots which the Master Association is required to maintain and repair pursuant to Section 11.02 above, plus the difference between such estimated expenses for the prior assessment year and the actual expenses for such year, divided by the sum of the total number of Lifestyle Lots in the Lifestyle Community; plus

(2) such Lifestyle Lot Owner's Proportionate Share of the estimated expenses for the current assessment year to maintain and repair the exterior of the Homes located on the Lifestyle Lots which the Master Association is required to maintain and repair pursuant to Section 11.02 above, plus the difference between such estimated expenses for the prior assessment year and the actual expenses for such year (collectively, the "**Annual Home Maintenance Assessment**"). Conceptually, a Lifestyle Lot Owner's Proportionate Share of the Annual Home Maintenance Assessment is calculated on the basis that an Owner of a one-unit detached Lifestyle Home shall pay a certain share of the Annual Home Maintenance Assessment, an Owner of a two-unit attached Lifestyle Home shall pay twenty-five percent less than the Owner of a one-unit detached Lifestyle Home (due to the nature of having less exterior walls on its respective Home) and an Owner of a four-unit attached Lifestyle Home shall pay fifty percent less than the Owner of a one-unit detached Lifestyle Home (due to the nature of having less exterior walls on its respective Home). Specifically, each Lifestyle Lot Owner's Proportionate Share of the Annual Home Maintenance Assessment shall be calculated using the following formulas:

- a. $\$X$ times the total number of one-unit detached Lifestyle Homes, plus 75% of $\$X$ times the total number of two-unit attached Lifestyle Homes plus 50% of $\$X$ times the total number of four-unit attached Lifestyle Homes equals the total Annual Home Maintenance Assessment;
- b. each Owner of a one-unit detached Lifestyle Home shall pay $\$X$ per year as their Proportionate Share of the Annual Home Maintenance Assessment;
- c. each Owner of a two-unit attached Lifestyle Home shall pay 75% of $\$X$ per year as their Proportionate Share of the Annual Home Maintenance Assessment; and

- d. each Owner of a four-unit attached Lifestyle Home shall pay 50% of \$X per year as their Proportionate Share of the Annual Home Maintenance Assessment.

11.07.02.1 The Lifestyle Community Assessments may be billed on a monthly, quarterly, semi-annual or annual basis, as determined by the Master Association or Declarant. The Lifestyle Community Assessment shall be paid in accordance with the procedures set forth in the Rules and Regulations.

11.07.02.2 The Lifestyle Community Assessments shall be due and payable on January 1 of each year (unless the Master Board or Declarant determines to bill such assessments monthly, quarterly or semi-annually). The first assessment for any Lifestyle Lot Owner may be prorated for the balance of such assessment year and shall become due and payable and a lien on the date such Lifestyle Lot Owner acquires title to its Lifestyle Lot. The Master Board or the Declarant may from time to time determine the manner and schedule of payments. The Master Board or the Declarant shall make reasonable efforts to fix the estimated amount of the Lifestyle Community Assessment in accordance with this Section 11.07.02 at least thirty (30) days in advance of the date such Lifestyle Community Assessment is due and payable. The Master Board or Declarant shall send each Lifestyle Lot Owner written notice of the Lifestyle Community Assessment for each assessment year.

11.07.03 *Initial Lifestyle Community Assessment.* Each Lifestyle Lot Owner, by accepting a deed to a Lot is deemed to covenant and agree to pay to the Master Association, in addition to the assessments set forth in this Subsection, an initial assessment at the time of the closing of such Lifestyle Lot in the amount of at least \$390.00 or such greater amount as may from time to time be determined to be necessary by Declarant for deposit into the Lifestyle Community Operating Fund, and the Lifestyle Community Assessments. Lifestyle Community Assessments shall be fixed at a uniform rate for all Lifestyle Lots.

11.07.04 *Lot Assessments.* The Master Board may levy as a Lot Assessment (in addition to any Lot Assessments set forth in Article VII) against any Lifestyle Lot and the Owner thereof to reimburse the Master Association for costs incurred on behalf of such Lifestyle Lot, including without limitation, costs associated with making repairs that are the responsibility of the Owner. The Master Board may levy the foregoing Lot Assessment in accordance with the same terms as set forth for Lot Assessments in Article VII.

11.07.05 *Property Exempt from Assessments.* Any Lifestyle Lot held by the Declarant that has not been transferred since its initial construction shall be exempt from the assessments described in this Article.

11.07.06 *Other Terms.* Unless specifically set forth in this Article to the contrary, the assessments set forth in this Article shall be upon and subject to the same terms and conditions as set forth in Article VII.

ARTICLE XII - MISCELLANEOUS

12.01 **Development Phases.** The Planned Unit Development shall be constructed in phases prior to the Turnover Date. The Declarant shall reserve the right to amend, change or abandon its phasing plan at any time. Subsequent phases shall meet the basic objectives of all regulations and requirements of the approved Planned Unit Development and this Master Declaration. Any changes to the approved plan shall be submitted to the Clearcreek Township Trustees for approval.

12.02 **Appeal to Board.** In the event of any dispute or complaint by an Owner or by Owners as to the application of any Rules and Regulations promulgated by the Master Board, any enforcement action by the Master Board against a Lot with respect to this Master Declaration, or with respect to the maintenance and operation of the Common Areas or costs and assessments associated therewith, the party or parties aggrieved shall submit a complaint in writing to the Master Board specifying the nature of the dispute or complaint. The Master Board shall set a time, date, and place for a hearing thereon within 60 days after receipt of the complaint, and give written notice to each affected party no less than ten days in advance. The Master Board shall hear such evidence on the dispute as the Master Board deems proper, and render a written decision on the matter to all of the parties within 30 days after the hearing.

12.03 **Term.** This Master Declaration shall bind and run with the land for a term of thirty (30) years from and after the date that this Master Declaration is filed for recording with the appropriate governmental office and thereafter shall automatically renew forever for successive periods of ten (10) years each, unless earlier terminated by a majority of the Members.

12.04 **Enforcement: Waiver.** This Master Declaration may be enforced by any proceeding at law or in equity or both by the Declarant or by any Owner or by the Master Association and their respective heirs, successors and assigns, against any person(s) violating, or attempting to violate, any covenant or restriction, to restrain and/or to enjoin violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without limitation reasonable attorneys' fees). Failure of Declarant, the Master Association or any Owner to enforce any provision of this Master Declaration or the Rules and Regulations in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Lot, each Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement of this Master Declaration or the Rules and Regulations.

12.05 **Amendments.** Until the Turnover Date, Declarant may, in its sole and absolute discretion, unilaterally amend this Master Declaration at any time and from time to time, without the consent of any other Owners. Any such amendment may modify the provisions hereof and/or impose covenants, conditions, restrictions and easements upon the Planned Unit Development in addition to those set forth herein

including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of the Planned Unit Development. Declarant shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject additional property to this Master Declaration at any time and from time to time by executing and recording in the appropriate governmental office an amendment to this Master Declaration specifying that such additional property is part of the Planned Unit Development. An amendment to this Master Declaration done by Declarant shall not require the joinder or consent of the Master Association, other Owners, mortgagees or any other person. In addition, such amendments to the Master Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions and memberships as may be necessary or appropriate, as determined by Declarant, to reflect and address the different character or intended development of any such additional property. Notwithstanding anything to the contrary contained herein, Declarant may amend this Master Declaration at anytime to remove or decrease the amount of the Real Estate Transfer Assessment set forth in Section 7.08 and Section 7.08 may only be amended with the written consent of Declarant. After the Turnover Date, this Master Declaration may be amended by a majority vote of all Owners of property in the Planned Unit Development, excluding the Master Association. Any amendments to this Master Declaration shall require consent of the Board of Clearcreek Township Trustees.

12.06 **Declarant's Rights to Complete Development.** Declarant shall have the right to: (a) complete the development, construction, promotion, marketing, sale, resale and leasing of properties; (b) construct or alter Improvements on any property owned by Declarant; (c) maintain model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Declarant or the Master Association; or (d) post signs incidental to the development, construction, promotion, marketing, sale and leasing of property within the Planned Unit Development. Further, Declarant or its assignee shall have the right of ingress and egress through the streets, paths and walkways located in the Planned Unit Development for any purpose whatsoever, including, but not limited to, purposes related to the construction, maintenance and operation of Improvements. Nothing contained in this Master Declaration shall limit the rights of Declarant or require Declarant or its assignee to obtain approval to: (i) excavate, cut, fill or grade any property owned by Declarant or to construct, alter, remodel, demolish or replace any Improvements on any Common Area or any property owned by Declarant as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or (iii) require Declarant to seek or obtain the approval of the Master Association for any such activity or Improvement on any Common Area or any property owned by Declarant. Nothing in this Section shall limit or impair the reserved rights of Declarant as elsewhere provided in this Master Declaration.

12.07 **Declarant's Rights to Replat Declarant's Planned Unit Development.** Declarant reserves the right, at any time and from time to time, to amend, alter or replat any plat or development plan and to amend any zoning ordinance

which affects all or any portion of the Planned Unit Development; provided, however, that only real property owned by Declarant and Owners consenting to such amendment, alteration or replatting shall be the subject of any such amendment, alteration or replatting. Each Owner and Member whose Lot is not altered by such amendment, alteration, or replatting, for themselves and their successors and assigns, and the Master Association hereby consents to and approves any such amendment, alteration or replatting and shall be deemed to have joined in the same.

12.08 **Mortgagee Rights.** A holder or insurer of a first mortgage upon any Lot, upon written request to the Master Association (which request shall state the name and address of such holder or insurer and a description of the Lot) shall be entitled to timely written notice of:

- (a) any proposed amendment of this Master Declaration;
- (b) any proposed termination of the Master Association; and
- (c) any default under this Master Declaration which gives rise to a cause of action by the Master Association against the Owner of the Lot subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days.

Each holder and insurer of a first mortgage on any Lot shall be entitled, upon request and at such mortgagee's expense, to inspect the books and records of the Master Association during normal business hours.

12.09 **Assignment of Rights.** All or any portion of the rights of Declarant herein and elsewhere in this Master Declaration may be assigned by Declarant to any successor-in-interest in the Planned Unit Development, by an express written assignment recorded in the Records of Warren County, Ohio and/or the Records of Montgomery County Ohio, as applicable.

12.10 **Indemnification.** The Master Association shall indemnify every Master Board member, officer and trustee of the Master Association against any and all claims, liabilities, expenses, including attorneys' fees, reasonably incurred by or imposed upon any officer or trustee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Master Board) to which he/she may be a party by reason of being or having been an officer or trustee. The Master Board members, officers and Directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The Master Board members, officers and Directors of the Master Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Master Association (except to the extent that such Board members, officers or Directors may also be Members of the Master Association), and the Master Association shall indemnify and forever hold each such Board member, officer and trustee free from and

harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any Board member, officer or trustee, or former Board member, officer or trustee, may be entitled. The Master Board may obtain Directors and Officers Professional Liability insurance coverage.

12.11 **No Reliance.** Any Owner shall rely solely on its own review of this Master Declaration and inspections of its Lot and the Planned Unit Development in determining whether to purchase a Lot. Owner shall not be entitled to rely on any statements or representations made by the brokers, employees, agents and/or representatives of Declarant. Except for any representations or warranties of Declarant expressly set forth in this Master Declaration, Declarant makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered by Declarant or its brokers, agents or representatives to an Owner in connection with the purchase of a Lot. Any reliance on or use of such materials, data or information by Owner shall be at the sole risk of Owner, except as otherwise expressly stated herein.

12.12 **Severability.** If any article, section, paragraph, sentence, clause or word in this Master Declaration is held by a court of competent jurisdiction to be in conflict with any law of the State, then the requirements of such law shall prevail and the conflicting provision or language shall be deemed void in such circumstance; provided that the remaining provisions or language of this Master Declaration shall continue in full force and effect.

12.13 **Addition of Property.** From time to time, the Declarant, or any successor or assign, may subject land adjacent to the Planned Unit Development to the terms and conditions of this Master Declaration without the assent of the Master Association or the Owners of Lots already included in the Planned Unit Development, and after each subjection, such additional property shall thereafter be included in the defined term Planned Unit Development as used in this Master Declaration. Declarant reserves the sole and absolute discretion to add land adjacent to the Planned Unit Development to this Master Declaration.

12.14 **Captions.** The caption of each Article, section and paragraph of this Master Declaration is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of this Master Declaration.

12.15 **Notices.** Notices to an Owner shall be given in writing, by personal delivery, at (i) the Lot, if a residence has been constructed on such Lot, (ii) by depositing such notice in the United States Mail first class, postage prepaid, to the address of the Owner of the Lot as shown by the records of the Master Association, or (iv) as otherwise designated in writing by the Owner.

[The remainder of this page is intentionally left blank. The signature page follows.]

TOWNSHIP APPROVAL

The foregoing Amended and Restated Master Declaration of Covenants, Restrictions, Easements, Assessments, and Assessment Liens For Soraya Farms Subdivision, and each of the Exhibits attached hereto, are approved by the Board of Trustees of Clearcreek Township and embodies the requirements contained in Resolution No. 3209 dated March 15, 2007 as to each element that should be set forth as a covenant against the subject property.

The approval and signature below has been authorized by Resolution No. 3518 dated March 11, 2009.

Board of Trustees of Clearcreek Township:
 By: [Signature]
 Print: Ed Wade
 Title: Trustee

STATE OF OHIO)
) SS:
 COUNTY OF WARREN)

BE IT REMEMBERED, that the foregoing instrument was acknowledged before me, a notary public in and for said state, this 10th day of June, 2009 by Edwade, Trustee of Clearcreek Township, on behalf of the Board of Trustees.


[Signature]
 Notary Public

GAIL M. PERKINS, Notary Public
In and for the State of Ohio
My Commission Expires August 30, 2011

EXHIBIT A-1

METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY

Legal Description For 172.286 Acres
Section 27, Township 3, Range 5, M.Rs.
Warren County, Ohio
July 28, 2008

017 8
05-27-176-015
8

Part of Section 27, Township 3, Range 5, M.Rs., Warren County, Ohio and being that part of the 179.077 acres conveyed to Soraya Farms, LLC as recorded in Official Record Book 2687, Page 240 located in Warren County (all references to deed books, official records, microfiche numbers, survey records and plats refer to the Warren County Recorder's Office, Warren County, Ohio) and being more particularly described as follows;

Commencing from a 5/8" iron pin with a cap stamped "SWD 4213" found at the Northwest Corner of said Section 27, thence along the west line of said Section 27 South 00°52'22" East, 302.77 feet to a 5/8" iron pin with a cap stamped "CESO INC" set at the Montgomery and Warren County Line and being the Point of Beginning of the following described tract of land;

thence along said county line South 89°51'27" East, 812.25 feet to a 5/8" iron pin with a cap stamped "CESO INC" set on the west line of Centerville Forest Section Two as recorded in Plat Book 3, Page 307;

thence along the west and south lines of said Centerville Forest Section Two and Centerville Forest Section One as recorded in Plat Book 3, Page 283 the following four (4) courses;

- 1) South 01°06'13" East, 869.22 feet to a set 5/8" iron pin with a cap stamped "CESO INC";
- 2) North 89°25'17" East, 784.31 feet to a set 5/8" iron pin with a cap stamped "CESO INC";
- 3) South 01°04'18" East, 666.31 feet to a set 5/8" iron pin with a cap stamped "CESO INC";
- 4) North 81°00'53" East, 994.78 feet to a 5/8" iron pin with a cap stamped "CESO INC" set

on the west right-of-way line of State Route 48;

thence along said right-of-way line South 00°57'45" East, 1607.00 feet to a 5/8" iron pin with a cap stamped "SWD 4213" found on the north line of a 2.5 acre tract conveyed to Carol R. Leahy as recorded in Official Record 285, Page 42;

thence along said north line South 81°01'22" West, 579.59 feet to a 5/8" iron pin with a cap stamped "SWD 4213" found at the northwest corner of said 2.5 acre tract conveyed to Carol R. Leahy;

thence along the west line of the following five (5) tracts;

- 1) a 2.5 acre tract conveyed to Carol R. Leahy as recorded in Official Record 285, Page 42;
- 2) a 2.5 acre tract conveyed to Janet Hicks as recorded in Official Record 303, Page 561 and Official Record 463, Page 589;
- 3) a 5.0 acre tract conveyed to James L. Hillard, Jr. as recorded in Official Record 3434, Page 667;
- 4) a 2.5 acre tract conveyed to Alice L. Schneider, Trustee as recorded in Official Record 1314, Page 203, South 00°57'45" East, 1117.77 feet to a 5/8" iron pin with a cap stamped "CESO INC" set at the northeast corner of a 3.631 acre tract conveyed to Ronald E. Appenzeller, et al as recorded in Official Record 3663, Page 555;

thence along the north line of the following seven (7) tracts;

- 1) said 3.631 acre tract conveyed to Ronald E. Appenzeller, et al;
- 2) a 3.9686 acre tract conveyed to Ronald E. Appenzeller, et al as recorded in Official Record 3663, Page 555
- 3) a 3.0 acre tract conveyed to Paul Alan Krasnesky and Wilma Diana Heflin as recorded in Official Record 4197, Page 420;

~~BOOK 4772 PAGE 317~~

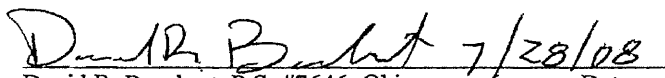
Legal Description For 172.286 Acres
Section 27, Township 3, Range 5, M.Rs.
Warren County, Ohio
July 28, 2008

2

- 4) a 3.0 acre tract conveyed to Mark Gillespie as recorded in Official Record 1417, Page 438
- 5) a 3.0 acre tract conveyed to Valerie J. Smith as recorded in Official Record 1287, Page 373
- 6) a 3.0 acre tract conveyed to Jeffrey A. Miko as recorded in Official Record 2368, Page 31
- 7) a 3.0 acre tract conveyed to Joseph P. Taulbee as recorded in Official Record 4254, Page 752, South 79°43'44" West, 1527.06 feet to a 5/8" iron pin with a cap stamped "CESO INC" set at the northwest corner of said 3.0 acre tract conveyed to Joseph P. Taulbee, passing a found 5/8" iron pin at a distance of 1523.88 feet;
thence along the west line of said 3.0 acre Taulbee tract South 00°57'45" East, 696.97 feet to the centerline of Lytle-Five Points Road, passing 1" iron pipe with a cap stamped "SWD 4213" at a distance of 656.36 feet and passing a found railroad spike at a distance of 696.78 feet;
thence along said centerline South 79°44'31" West; 53.40 feet to the southeast corner of a 10.352 acre tract conveyed to Beverly T. Ungerleider as recorded in Official Record 500, Page 532, witness a found railroad spike, being North 16°01'49" West, 0.69 feet;
thence along the east line of said 10.352 Ungerleider tract and the east line of a 29.832 acre tract conveyed to Beverly T. Ungerleider as recorded in Official Record 1169, Page 704 North 00°43'14" West, 2764.71 feet to the northeast corner of said 29.832 acre tract, witness a found 1" iron pipe, being North 11°39'46" East, 0.20 feet, passing a found iron pipe at a distance of 917.88 and 0.41 feet east of line;
thence along the north line of said 29.832 acre tract South 80°35'54" West, 471.93 feet to the west line of said Section 27, witness a found stone, being North 41°48'43" East, 0.36 feet;
thence along said west line, also being the east line of a 71.1578 acre tract conveyed to Daniel J. Kahmann, Trustee as recorded in Official Record 2934, Page 757 and the east line of a 116.9699 acre tract conveyed to Bradstreet Family Limited Partnership as recorded in Official Record 1380, Page 176 North 00°52'22" West, 2480.37 feet to the Point of Beginning, containing 172.286 acres (172.277 acres per deed), passing a found 1/2" iron pin at a distance of 1396.72 feet, subject however to all covenants, conditions, restrictions and easements contained in any instrument of record pertaining to the above described tract of land.

The basis of bearings is the deed to Soraya Farms, Inc. as recorded in Official Record Book 2687, Page 240, which is based on a survey by Shaw Weiss and DeNaples, dated 01/6/93 and recorded in Survey Volume 86, Plat No. 20.

This description was prepared by David R. Barnhart, P.S., #7646, Ohio, CESO, Inc., 8534 Yankee Street, Dayton, Ohio 45458 and is based on fieldwork in October 2002 and March 2007.


David R. Barnhart, P.S. #7646, Ohio Date

K:\Other\3040 Soraya Farms\Design\survey\descriptions\3040 Warren County Parcel 07-24-08.doc

~~BOOK 4772 PAGE 318~~

Save and except:
34.0903 ac. as platted into Soraya Farms sect. 1
and recorded in plat Book 82 Pages 44-46
JW

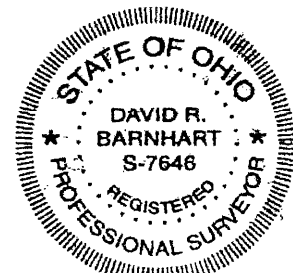


EXHIBIT A-2

SUBDIVISION PLAT LEGAL DESCRIPTION OF SORAYA FARMS SECTION 1

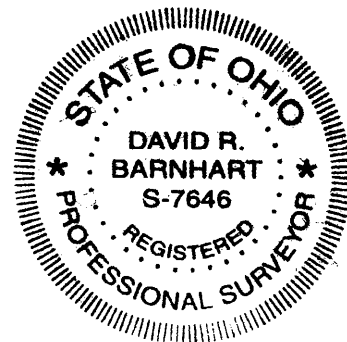
Situated in Section 27, Township 3, Range 5, M.Rs., Clearcreek Township, Warren County, Ohio, being part of Soraya Farms Section 1 as recorded in Plat Book 82, Pages 44-46 (all references to deed books, official records, microfiche numbers, survey records and plats refer to the Warren County Recorder's Office, Warren County, Ohio) and being more particularly described as follows;

Being all of Lots 1 through 31 of Soraya Farms Section 1 recorded in Plat Book 82, Pages 44-46.

The basis of bearings is the deed to Soraya Farms, Inc. as recorded in Official Record Book 2687, Page 240, which is based on a survey by Shaw Weiss and DeNaples, dated 01/6/93 and recorded in Survey Volume 86, Plat No. 20.

This description was prepared by David R. Barnhart, P.S., #7646, Ohio, CESO, Inc., 8534 Yankee Street, Dayton, Ohio 45458 and is based on fieldwork in October 2002 and March 2007.

David R. Barnhart 6/04/09
David R. Barnhart, P.S. #7646, Ohio Date

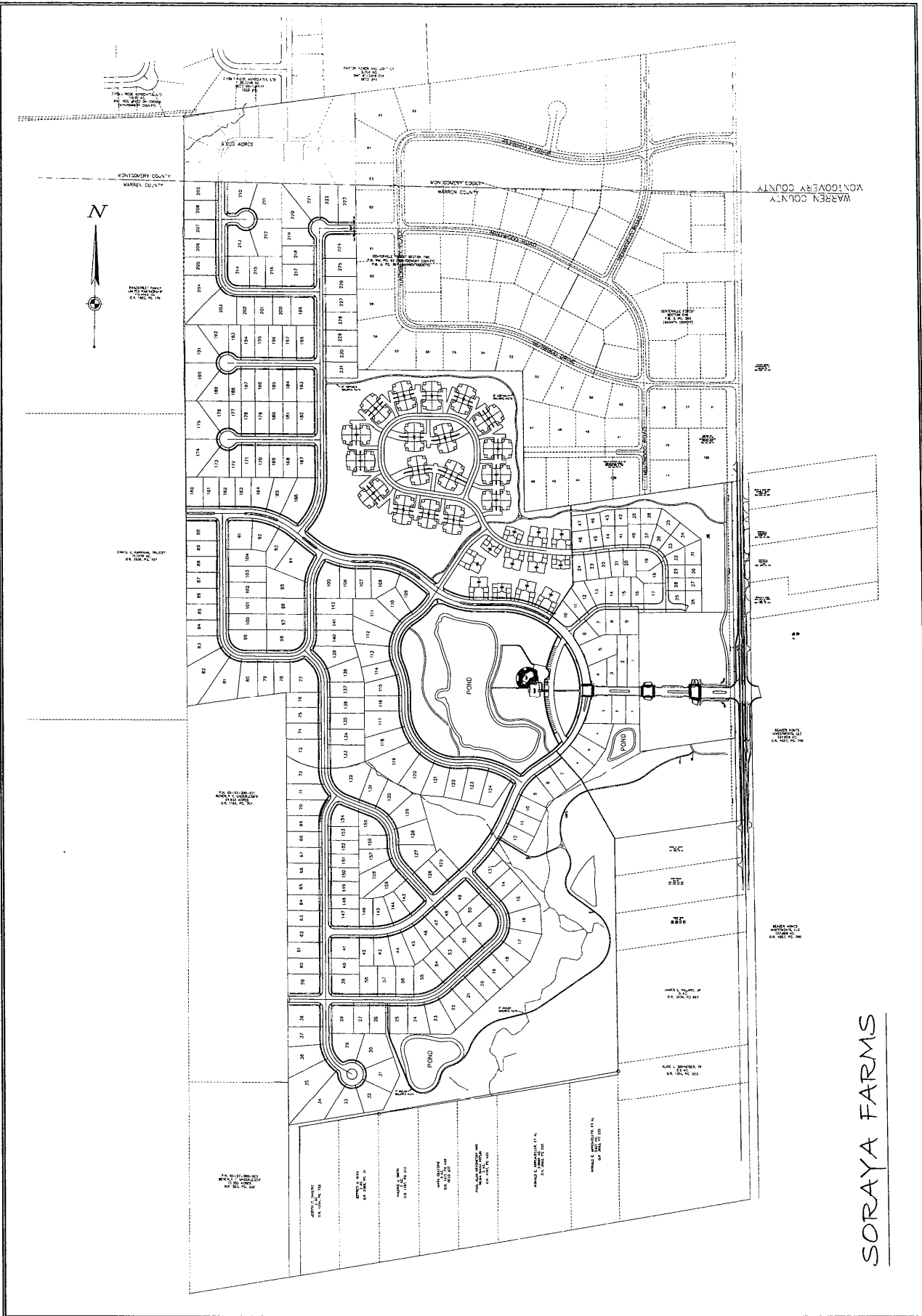


05-27-177-034	lot 1	05-27-177-023	lot 17		
05-27-177-008	lot 2	05-27-177-024	lot 18		
05-27-177-009	lot 3	05-27-177-025	lot 19		
05-27-177-010	lot 4	05-27-335-001	lot 20		
05-27-177-011	lot 5	05-27-335-002	lot 21	05-27-177-026	lot 29
05-27-177-012	lot 6	05-27-335-003	lot 22	05-27-177-027	lot 30
05-27-177-013	lot 7	05-27-335-004	lot 23	05-27-177-028	lot 31
05-27-177-014	lot 8	05-27-335-005	lot 24		
05-27-177-015	lot 9	05-27-335-006	lot 25		
05-27-177-016	lot 10	05-27-335-007	lot 26		
05-27-177-017	lot 11	05-27-173-001	lot 27		
05-27-177-018	lot 12	05-27-173-002	lot 28		
05-27-177-019	lot 13				
05-27-177-020	lot 14				
05-27-177-021	lot 15				
05-27-177-022	lot 16				

gc
6/12/09

EXHIBIT B

SITE PLAN



SORAYA FARMS

EXHIBIT C
MAILBOX DESIGN

Exhibit C

Depiction of Soraya Farms Standard style Mailbox & Post

Materials: Powder coated aluminum, Powder coated wrought iron

Color: Black finish



EXHIBIT D-1

**CHART OF MAINTENANCE RESPONSIBILITIES FOR
SINGLE FAMILY AREA**

Item of Maintenance	Master Association Responsibility	SF Lot Owner Responsibility
Dwelling Lot	None	All
Postlights, including electric lines	None	All
Patios	None	All
Driveways	None	All
Sidewalks	None	All within SF Lots
Private Utilities	None	All within SF Lots
Surface Water Management System: retention basins, including any drainage swales, pipes, etc.	All, except within SF Lots	All within SF Lots
Amenities: See Section 8.03	All	None
Community Building Parking Lot	All	None
Entrance Structure & Signage	All	None
Conservation Easement Areas	All, except within SF Lots	All within SF Lots
Landscaping	Only within Common Areas	All within SF Lots
Irrigation	Only within Common Areas	All within SF Lots
Grass Mowing	Only within Common Areas	All within SF Lots
Retaining Walls / Decorative Walls	Only within Common Areas	All within SF Lots
Snow Plowing*	Only within Common Areas	All within SF Lots

*All Public Streets will be maintained by local jurisdiction.

EXHIBIT D-2

**CHART OF MAINTENANCE RESPONSIBILITIES FOR
LIFESTYLE COMMUNITY***

Item of Maintenance	Master Association Responsibility	Lifestyle Lot Owner Responsibility
Lot	All, except enclosed by fence or other type of enclosure	All enclosed by fence or other type of enclosure
Dwelling	Exterior	Interior
Postlights, including electric lines	All	None
Patios	All, except enclosed by fence or other type of enclosure	All enclosed by fence or other type of enclosure
Driveways	All	None
Sidewalks	All	None
Private Utilities	All	None
Surface Water Management System: retention basins, including any drainage swales, pipes, etc.	All	None
Amenities: See Section 8.03	All	None
Community Building Parking Lot	All	None
Entrance Structure & Signage	All	None
Conservation Easement Areas	All	None
Landscaping	All, except enclosed by fence or other type of enclosure	All enclosed by fence or other type of enclosure
Irrigation	All	None
Grass Mowing	All, except enclosed by fence or other type of enclosure	All enclosed by fence or other type of enclosure
Retaining Walls / Decorative Walls	All, except enclosed by fence or other type of enclosure	All enclosed by fence or other type of enclosure
Snow Plowing*	All private roads, side walks, parking spaces and driveways	None

*All Public Streets will be maintained by local jurisdiction.

EXHIBIT E

**BY-LAWS
OF
SORAYA FARMS SUBDIVISION MASTER ASSOCIATION, INC.**

ENABLING CLAUSE

These By-Laws are adopted simultaneously with the execution of a certain Amended and Restated Master Declaration of Covenants, Restrictions, Easements, Assessments, and Assessment Liens For Soraya Farms Subdivision. The purpose is to provide for the establishment of an Owners association for the government of the Subdivision and Common Areas in the manner provided by the Declaration, the Articles of Incorporation, and by these By-Laws. All present and future Lot Owners and Commercial Owners or tenants, their employees and Eligible Holder(s) of First Mortgage(s), or any person who might use the Common Areas in any manner shall be subject to the covenants, provisions and regulations contained in the Declaration and these By-Laws, and shall be subject to any restriction, condition or regulation hereinafter adopted by the Board of Directors of the Association (the "Board" or "Board of Directors").

The Declaration is incorporated herein by reference, and all of the covenants, rights, restrictions and liabilities therein contained shall apply to and govern the interpretation of these By-Laws.

The Association hereby approves and adopts all of the rights, remedies, powers and authorities granted to it under the Declaration.

NAME AND DEFINITIONS

Name. The Association shall be an Ohio corporation not for profit, and shall be called "Soraya Farms Subdivision Master Association, Inc.", hereinafter referred to as the "Association".

Definitions.

"Association" shall mean Soraya Farms Subdivision Master Association, Inc., an Ohio corporation not for profit, its successors and assigns.

"By-Laws" shall mean this document and all exhibits, drawings, plats, and other documents incorporated herein, or, if amended, incorporating such documents.

"Commercial Owner" shall have the definition set forth in the Declaration.

"Commercial Area" shall have the definition set forth in the Declaration.

“**Common Areas**” shall have the definition set forth in the Declaration.

“**Common Expenses**” shall have the definition set forth in the Declaration.

“**Declarant**” shall mean Soraya Farms, LLC, an Ohio limited liability company, its successors, heirs, and assigns.

“**Declaration**” shall mean that certain Amended and Restated Master Declaration of Covenants, Restrictions, Easements, Assessments, and Assessment Liens For Soraya Farms Subdivision and all exhibits, drawings, plats and other documents incorporated herein, or, if amended, incorporating such amendments.

“**Lifestyle Lot**” shall have the definition set forth in the Declaration.

“**Lifestyle Lot Owner**” shall have the definition set forth in the Declaration.

“**Lot**” shall have the definition set forth in the Declaration.

“**Lot Owner**” shall have the definition set forth in the Declaration.

“**Owner**” shall have the definition set forth in the Declaration

“**Turnover Date**” shall have the definition set forth in the Declaration.

MEMBERSHIP

Membership. Every Lot Owner shall be a member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. There shall not be more than one membership for any Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership in the Association.

Suspension of Membership. During any period in which a Member shall be in default in the payment of any assessment levied by the Association, the voting rights of such Member may be suspended by the Board of Directors (as hereinafter defined) until such assessment has been paid, pursuant to Article VII of the Declaration. Such rights of a Member may also be suspended for violation of any rules and regulations established by the Board of Directors governing the use of the Common Area and or other portions of the Subdivision, all as more particularly set forth in Article VI herein.

Voting Rights. The Association shall have one class of voting membership. Each Owner may exercise one vote per Lot owned by such Owner on any question for which the vote of Owners is permitted or required. Thus, a majority vote of the Members

shall require the vote of the Members who own a majority of the total number of Lots in the Subdivision.

MEETING OF MEMBERS

Annual Meetings. The annual meeting of Members of the Association for the election of Members to the Board of Directors, and for the transaction of such other business as may properly be brought before such meeting, shall be held at such time and place as may be designated by the Board of Directors. The first annual meeting of Members of the Association shall be held within one year from the date of the filing of the Declaration for record.

Special Meetings. Special meetings of the Members may be called by the President of the Association, or by the Board of Directors, or upon written request of the Members who are entitled to vote at least one-half (1/2) of all the votes of the entire membership.

Notice of Meetings. Written notice of each special or annual 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.

Quorum. The presence at the meeting of at least two (2) Members, in person or by proxy, 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.

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 its Lot.

BOARD OF DIRECTORS

Number. The affairs of this Association shall be managed by a Board of three (3) Directors. Except for those persons elected or appointed by Declarant, each Director shall be the owner of an interest in a Lot in the Subdivision.

Nomination. Nomination for election to the Board of Directors shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a chairman, who shall be a member of the Board of Directors, and one Member of the Association. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the Members.

Election.

Prior to the Turnover Date, the members of the Board of Directors shall be appointed by the Declarant, or the Declarant may elect to act as the Board of Directors, or it may appoint a managing agent to act as the Board of Directors on its behalf. After the Turnover Date, the Board of Directors shall be appointed as follows: 1) One Member of the Board of Directors shall be appointed by a majority vote of the SF Lot Owners; 2) One Member of the Board of Directors shall be appointed by a majority vote of the Lifestyle Lot Owners; and 3) One Member of the Board of Directors shall be appointed by the representatives of the SF Lot Owners and the Lifestyle Lot Owners.

Election to the Board of Directors shall be by secret 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 as set forth in Declaration shall prevail.

Organization Meeting. Immediately after each annual meeting of the Members of the Association, the newly elected Board of Directors and those Directors whose terms hold over shall hold an organization meeting for the purpose of electing officers and transacting any other business.

Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, the successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of the predecessor.

Compensation. The Directors shall serve the Association without pay. However, any Director is entitled to reimbursement for the actual out-of-pocket expenses incurred in serving the Association.

Action Taken Without A Meeting The Directors shall have the right to take any action on behalf of the Association without calling a meeting, which they would be authorized to do at a meeting, by obtaining the written approval of all of the Directors. Any resolution by the Directors approved in this manner shall have the same effect as though taken at a meeting of the Directors.

MEETING OF DIRECTORS

Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined by the Board.

Special Meetings. Special meetings of the Board of Directors may be held at any time upon call by the President or by any two Directors. Written notice of the time and place of each such meeting shall be given to each Director by delivery or by mail, at least two (2) days before the meeting, which notice need not specify the purposes of the meeting.

Quorum. A quorum of the Board of Directors shall consist of a majority of the Directors then in office. At each meeting of the Board of Directors at which a quorum is present, all questions and business shall be determined by a majority vote of those present.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Powers. The Board of Directors shall have power to:

Promulgate rules and regulations governing the use of the Common Areas, including, but not limited to, the conduct of the members and their guests, and to provide penalties for failure to comply with said rules and regulations;

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;

Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

Employ a manager, independent contractors, or such employees as they deem necessary and to prescribe their duties; and

In addition to the powers and authority granted to the Board of Directors by these By-Laws, the Board of Directors shall have the powers and authority granted by the Declaration, except as such powers and authority conflict with those powers and authority granted by these By-Laws.

Duties. It shall be the duty of the Board of Directors to:

Cause to be kept a complete record of all its acts and 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 requested in writing by one-third (1/3) of the members who are entitled to vote:

Supervise all officers, agents and employees of this Association and to see that their duties are properly performed;

As more fully provided herein, and in the Declaration, to:

Fix the amount of all assessments and charges against each Lot, as provided in Articles VII and XI of the Declaration, including the cost of insurance, and

Send written notice of each assessment to every Owner subject thereto as provided in Articles VII and XI of the Declaration.

Issue, or to cause an appropriate officer or Director to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states that any assessment has been paid, such certificate shall be conclusive evidence of such payment;

Cause all officers, agents or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

Cause the Common Areas to be maintained.

ARTICLE VII. COMMITTEES AND POWERS

7.1 Committees. The Association may appoint an Architectural Control Committee, as provided for in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition the Board of Directors may appoint other committees as deemed appropriate in carrying out its purposes, such as:

A Maintenance Committee which shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvements of the properties, and shall perform such other functions as the Board in its discretion determines;

A Publicity Committee which shall inform the members of all activities and functions of the Association, and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interests of the Association; and

A Finance Committee which shall supervise the annual audit of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting, as provided in Article III, Section 3.1. The Treasurer shall be an ex officio member of the Committee.

7.2 Complaints. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director or officer of the Association as is further concerned with the matter presented.

ARTICLE VIII. OFFICERS AND THEIR DUTIES

8.1 Enumeration of Offices. The officers of this Association shall be a President and Vice-President, a Secretary and a Treasurer, and such other officer positions as the Board may from time to time by resolution create.

8.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

8.3 Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one year unless he or she shall sooner resign, or shall be removed or otherwise disqualified to serve.

8.4 Special Appointments. The Board may elect such other officers, on a temporary or special basis, 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.

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

8.6 Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer being replaced.

8.7 Multiple Officer. 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 8.4 of this Article.

8.8 Duties. The duties of the officers are as follows:

President. The President shall preside at all meetings of the members, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

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

Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members, keep the corporate seal of the Association and affix it on all papers requiring said seal, serve notice of meetings of the Board and of the members, keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer. The Treasurer, or any other Director specified by the Board, shall 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 Directors, shall sign all checks and promissory notes of the Association, keep proper books of accounts, cause an annual audit of the Association's books to be made by a public accountant at the completion of each fiscal year, and shall prepare an annual budget and 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. ASSESSMENTS

9.1 Creation of the Lien and Personal Obligation of Assessments. By the Declaration each member is deemed to covenant and agree to pay the Association an initial assessment at the time of the closing of such Lot in the amount of at least \$390.00 or such greater amount as may from time to time be determined to be necessary by Declarant for deposit into the Common Area Operating Fund, and the following assessments: (i) Basic Assessments, (ii) Lot Assessments, as applicable, (iii) Special Assessments, and (iv) Real Estate Transfer Assessment. In addition, each member who owns a Lifestyle Lot is deemed to covenant and agree to pay the Association an additional initial assessment at the time of the closing of Lifestyle Lot in the amount of at least \$390.00 or such greater amount as may from time to time be determined to be necessary by Declarant for deposit into the Lifestyle Community Operating Fund, and Lifestyle Community Assessments. All assessments or charges together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the property against which each such assessment is made. All assessments or charges, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such property when the same became due, and shall pass to its successor in title.

9.2 Basic Assessments. This assessment may be billed on a monthly, quarterly, semi-annual or annual basis, as determined by the Association. The Board shall estimate annually the Common Expenses and the expenses, if any, it expects the Association to incur for the ownership, maintenance, operation and management of the

Association, (which may include amounts, if any, for a Reserve Fund, as may be determined by the Board) and shall assess each Lot Owner a Basic Assessment equal to such estimated expenses, plus the difference between the estimated assessments for the prior assessment year and the actual expenses for such year, divided by the sum of the total number of SF Lots in the Single Family Area and the total number of Lifestyle Lots in the Lifestyle Community. The Basic Assessments shall be paid in accordance with the procedures set forth in the Rules and Regulations.

9.3 Lot Assessments. The Board may levy a Lot Assessment against any Lot(s) and the Owner(s) thereof to reimburse the Association for costs incurred on behalf of such Lot(s), including without limitation, costs associated with making repairs to the Common Areas that are the responsibility of the Owner; costs of enforcement (including court costs and the Association's legal fees, if applicable) relative to any deed restriction violation which exists on any Lot(s); costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other fines and charges reasonably determined to be a Lot Assessment by the Board. Upon its determination to levy a Lot Assessment, the Board shall give the affected Owner(s) written notice and the right to be heard by the Board or a duly appointed committee thereof in connection with such Lot Assessment, 10 days prior to the effective date of the levy of any Lot Assessment. The Board may levy a Lot Assessment in the nature of a fine reasonably determined by the Board against the Lot of any Owner who violates the Rules and Regulations, the Declaration or any provision of these By-Laws, or who suffers or permits his/her family members, guests, invitees or tenants to violate such Rules and Regulations, the Declaration or provisions of these By-Laws.

9.4 Special Assessments. The Board, shall have the right from time to time to levy special assessments to cover the cost of any improvement which may be necessary, in the Board's discretion, to the amenities or Common Areas of the Association. The Reserve Fund shall not be used in place of a special assessment.

9.5 Real Estate Transfer Assessment. In consideration of the on-going consultant services provided to the Association by Developers' Facilitator, LLC or its assigns, on or prior to the date that is twenty (20) years after the date the Declaration is filed for recording, upon the sale of any Lot (or single family home located thereon), at the time of closing, the seller of such real property shall be responsible to pay a fee equal to one half of a percent (.50%) of the gross selling price of such real property to Developers' Facilitator, LLC or its assigns at the following address: c/o Taft Stettinius & Hollister LLP, 110 North Main Street, Suite 900, Dayton, OH 45402, Attn: David N. Reed. This fee shall not replace the Basic Assessment. The initial sale of any Lot or dwelling shall be exempt from this assessment. No other sales are exempt.

9.6 Lifestyle Community Assessments. The costs incurred by the Association in connection with the general operation, administration, maintenance and repair of the Lifestyle Community and the Lifestyle Lots within the Lifestyle Community shall be assessed to and shared by all of the Owners of the Lifestyle Lots within the Lifestyle

Community in accordance with Subsection 11.07.02 of the Declaration. The Board shall estimate annually the expenses it expects the Association to incur for the maintenance, operation and management of the Lifestyle Community (which may include amounts, if any, for a Reserve Fund, as may be determined by the Board), and shall assess each Lifestyle Lot Owner a Lifestyle Community Assessment equal to an amount calculated as set forth in Subsection 11.07.02 of the Declaration. The Lifestyle Community Assessment shall be paid in accordance with the procedures set forth in the Rules and Regulations.

9.7 Effect of Non-Payment of Assessments. Remedies of the Association: Any assessments which are not paid when due shall be delinquent. If any assessment or installment of any assessment is not paid within ten days after the same has become due, the Board, at its option, without demand or notice, may exercise any of the remedies set forth in Section 7.12 of the Declaration.

9.8 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall take priority over any lien or encumbrance subsequently arising or created except liens for real estate taxes and assessments and liens of first mortgages which have been filed for record. Sale, transfer or foreclosure of any Lot shall not affect the assessment lien. Except as set forth in the Declaration, no sale or transfer shall release such Lot from liability for any assessments then due or thereafter becoming due or from the lien thereof.

9.9 Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses. Where the Eligible Holder of First Mortgage of a Lot acquires an ownership interest in a Lot as a result of foreclosure of its mortgage or of the acceptance of a deed in lieu of foreclosure, such Eligible Holder of First Mortgage, its successors and assigns, shall not be personally liable for the assessments levied prior to the acquisition of an ownership interest in such Lot by such Eligible Holder of First Mortgage. Such assessments shall be a lien, however, and shall be paid out of the monies received at the foreclosure sale, if the proceeds therefrom are sufficient for such purpose. To the extent such assessments are not paid, however, they shall be deemed to be Common Expenses and shall be levied against all of the Lot Owners at the time of the first assessments next following the acquisition of title by such Eligible Holder of First Mortgage.

9.10 Enforcement Assessments. The Association may levy a reasonable assessment against any Owner for violations or breaches of the Declaration, By-Laws, and rules and regulations adopted from time to time by the Association. The Association may also impose on an Owner reasonable charges for damage to the Common Areas or other property by such Owner or such Occupant.

9.11 Method of Payment. The Association may, at its option, require the Members to pay each of their respective shares of the basic assessment by electronic automatic debit from such Member's checking account.

ARTICLE X.
MISCELLANEOUS

10.1 Association's Right to Enter Lots. The Association or its agents may enter upon any Lot when necessary in case of any emergency and for any maintenance or construction purpose for which the Association is responsible. Such entry shall be made with as little inconvenience to the Lot Owners as practical and any damage caused thereby shall be repaired by the Association. In the event of any emergency originating in or threatening any Lot, the Association or its agents may enter the Lot immediately whether the Owner is present or not.

10.2 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 at the principal office of the Association, where copies may be purchased at reasonable cost.

10.3 Remedies for Violation of Declaration, By-Laws, etc. In the event of any violation or breach by any Owner of any provisions of the Declaration, By-Laws of the Association or Rules and Regulations, not cured within ten (10) days, the Association and the Board of Directors, after written notice to any Eligible Holder of First Mortgage and the Owner, shall have each and all of the rights and remedies which may be provided for by law or in the Declaration or the By-Laws or said Rules and Regulations or which may be available at law or in equity and may prosecute any action or other proceedings against such defaulting Owner and/or Owners for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Lot and ownership interest of such Owner, or for damages or injunction or specific performance or for judgment for payment of money and collection thereof or for any combination of remedies, or for any other relief. All expenses of the Association in connection with any such actions or proceedings including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum rate permitted by law per annum until paid, may be charged to and assessed against such defaulting Owner, and shall be added to and deemed a part of its respective share of the Common Expenses, and the Association shall have a lien for all of the same, as well as for non-payment of its respective share of the Common Expenses, upon the Lot of such Owner and upon all of its additions and improvements thereon. In the event of any such violation or breach by any Owner, the Association and the Board of Directors, and the manager or managing agent, if so authorized by the Board of Directors, shall have the authority to correct such violation or breach, and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such Lot Owner. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise by the Association or the Board of Directors.

10.4 Amendment.

(A) These By-Laws may be amended from time to time at an annual or special meeting of the Association by an affirmative vote of not less than seventy-five percent (75%) of the voting membership.

(B) Notwithstanding any other provision of the By-Laws, no amendment shall discriminate against any Owner or against any Lot or group of Lots unless the Owners so affected consent; and no amendment shall change any Lot nor the share in the Common Areas and facilities appurtenant to it, nor increase the Owner's share of the Common Expenses, unless the Owner of the Lot concerned and all Eligible Holders of First Mortgages of such Lot shall join in the execution of the amendment.

(C) A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Warren County, Ohio Recorder's Office.

10.5 Covenants. The provisions of the Declaration and the By-Laws and the rights and obligations established thereby shall be deemed to be covenants, running with the land, so long as the property remains subject to the provisions of the Declaration and shall inure to the benefit of and be binding upon each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, lessees, grantees and Eligible Holders of First Mortgages. By the recording or the acceptance of a deed conveying a Lot or any interest therein, or any ownership interest in the property whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of the Declaration and the By-Laws.

10.6 Rights of Enjoyment. Each Member shall be entitled to the use and enjoyment of the Common Areas and facilities as provided in the Declaration. Any Member may delegate its rights of enjoyment of the Common Areas to the members of its family, its tenants or contract purchasers, who reside on the property. Such Member shall notify the Secretary in writing of the name of any such delegee. The rights and privileges of such delegee are subject to suspension to the same extent as those of the Member.

10.7 Indemnification of Board Members and Officers. Each Board member and officer of the Association and its employees and each former Board member, officer or employee of the Association, shall be indemnified by the Association against the costs and expenses reasonably incurred by such person in connection with the defense of any pending or threatened action, suit or proceeding, criminal or civil, to which such person is or may be made a party by reason of such person being or having been such Board member or officer of the Association (whether or not such person is a Board member or officer at the time of incurring such costs and expenses), except with respect to matters as to which such person shall be adjudged in such action, suit or proceeding to be liable for

misconduct or negligence in the performance of such person's duty as such board member or officer. In case of the settlement of any action, suit or proceeding to which any Board member or officer of the Association, or any former Board member or officer of the Association, is made a party or which may be threatened to be brought against such person by reason of being or having been a Board member or officer of the Association, such person shall be indemnified by the Association against the costs and expenses (including the cost of settlement) reasonably incurred by such person in connection with such action, suit or proceeding (whether or not such person is a Board member or officer at the time of incurring such costs and expenses), if (A) the Association shall be advised by independent counsel that in the judgment of such independent counsel such Board member's or officer's actions did not constitute misconduct and that such Board member or officer was not negligent in the performance of such person's duty with respect to the matters covered by such action, suit or proceeding, or (B) disinterested Association members entitled to exercise a majority of the voting power shall, by vote at any annual or special meeting of the Association, approve such settlement and the reimbursement to such Board member or officer of such costs and expenses. The phrase "disinterested Association members" shall mean all members of the Association other than (I) any Board member or officer of the Association who at the time is or may be entitled to indemnification pursuant to the foregoing provisions (the "affected Board Member or officer"), (ii) any corporation or organization of which any such affected Board Member or officer owns of record or beneficially 10% or more of any class of voting securities, (iii) any firm of which such affected Board member or officer is a partner, and (iv) any spouse, child, parent, brother or sister of any such affected Board member or officer. The foregoing rights of indemnification shall inure to the benefit of the heirs and legal representatives of each such affected Board member or officer, and shall not be exclusive of other rights to which any affected Board member or officer may be entitled as a matter of law, under the Declaration, any vote of the Association members or any agreement.

10.8 Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

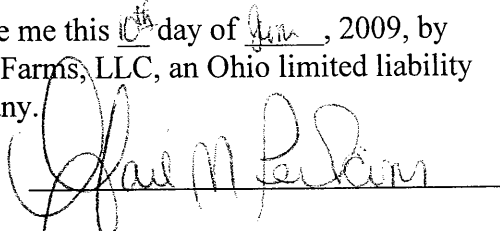
The Declarant, Soraya Farms, LLC, an Ohio limited liability company, has adopted these By-Laws of Soraya Farms Subdivision Master Association, Inc., this 10th day of June, 2009.

Soraya Farms, LLC

By: Shery B. Oakes
Shery B. Oakes, Managing Member

STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

The foregoing instrument was sworn before me this 10th day of Jan, 2009, by Shery B. Oakes, the Managing Member of Soraya Farms, LLC, an Ohio limited liability company, on behalf of said limited liability company.



Notary Public

This instrument prepared by:
Monica L. Gearding, Esq.
Taft Stettinius & Hollister LLP
425 Walnut Street, Suite 1800
Cincinnati, Ohio 45202



GAIL M. PERKINS, Notary Public
In and for the State of Ohio
My Commission Expires August 30, 2011


CERTIFICATION

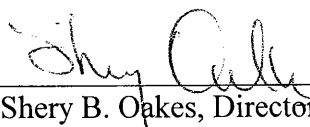
We, the undersigned, do hereby certify:

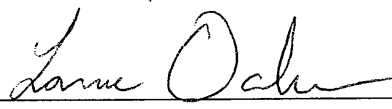
That we are the duly elected and acting Directors of Soraya Farms Subdivision Master Association, Inc., an Ohio non-profit corporation, and

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, as of June 11, 2009.

We have hereunto subscribed our names and affixed the seal of said Association this 11th day of June, 2009.

By: 
David C. Oakes, Director

By: 
Shery B. Oakes, Director

By: 
Lance F. Oakes, Director

BETH DECKARD - WARREN COUNTY RECORDER
Doc #: 753218 Type: AMEND COV&RS
Filed: 9/17/2009 14:47:55 \$ 208.00
OR Volume: 4955 Page: 602 Return: M
Rec#: 15454 Pages: 22
CESD

22
209

FIRST AMENDMENT TO THE
AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS,
RESTRICTIONS, EASEMENTS, ASSESSMENTS, AND ASSESSMENTS LIENS
FOR
SORAYA FARMS SUBDIVISION

CLEARCREEK TOWNSHIP, WARREN AND MONTGOMERY COUNTY, OHIO

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, ASSESSMENTS, AND ASSESSMENTS LIENS FOR SORAYA FARMS SUBDIVISION (the "**First Amendment**") made this 17th day of September, 2009 by SORAYA FARMS, LLC, an Ohio Limited Liability Company ("**Declarant**").

PREAMBLE

A. On June 12, 2009 Declarant caused a document entitled "Amended and Restated Master Declaration of Covenants, Restrictions, Easements, Assessments, and Assessments Liens For Soraya Farms Subdivision " (the "**Master Declaration**") to be filed for record as Document No. 740692, OR Vol., 4896, Pages1-84 of Warren County Records, which Declaration encumbers an approximately 172.28 acre mixed use community located in Clearcreek Township, Warren and Montgomery Counties, Ohio. (Unless otherwise defined herein, the capitalized terms herein shall have the same meanings as defined in the Master Declaration.)

B. Declarant desires to amend the Master Declaration to clarify certain provisions of the Master Declaration with respect to the Property, including, but not limited to, provisions regarding maintenance and easements within the Lifestyle Community.

C. Article XII, Section 12.05 of the Master Declaration provides that until the Turnover Date, Declarant may, in its sole and absolute discretion, unilaterally amend

the Master Declaration at any time and from time to time, without the consent of any other Owners, and that an amendment to the Master Declaration done by Declarant shall not require the joinder or consent of the Master Association, other Owners, mortgagees or any other person. Furthermore, such Section provides that any amendments to the Master Declaration shall require the consent of the Board of Clearcreek Township Trustees.

D. Article II, Section 2.45 of the Master Declaration provides that the Turnover Date is the date upon which Declarant transfers the last SF Lot or Lifestyle Lot owned by Declarant within the Planned Unit Development, and otherwise no longer owns any SF Lots, Lifestyle Lots or land in the Planned Unit Development (exclusive of the Commercial Area). Declarant remains the Owner of the vast majority of SF Lots and Lifestyle Lots in the Planned Unit Development.

NOW, THEREFORE, the Declarant hereby amends the Mater Declaration as follows:

1. The Preamble is incorporated in and made a part hereof of this First Amendment.
2. **Article I, Section 1.02.04**, is hereby deleted and replaced with the following:

1.02.04 The Common Areas of the Planned Unit Development shall be defined as any property owned by the Master Association, including any land, ponds, trails, bike paths, private roadways (whether constructed on land owned by the Master Association, or within easements over Lots, such as the private roadways within the Lifestyle Community), buildings and other amenities and any landscaping or vegetation and masonry pavers within or adjacent to public rights-of-way, including roadway medians, all of which are delineated on the Site Plan ("**Common Areas**"). The Common Areas shall be for the benefit of the Owners, subject to the terms of use of the Common Areas outlined in Article VIII of this Master Declaration. The care and maintenance of the Common Areas is outlined in Article VIII of this Master Declaration.

3. Article II, Section 2.12, is hereby deleted and replaced with the following:

2.12 **Eligible Holder(s) of First Mortgage(s)** means any holder, insurer or guarantor of a valid recorded first mortgage on a Home, which holder, insurer or guarantor has made written request to the Master Association listing its name and address, the address of the Home which is subject to such mortgage and requesting timely written notice of any proposed action that requires the consent of a specified percentage of Eligible Holders of First Mortgages.

4. The following is added as **Article IV, Section 4.08**:

BOOK 4955 PAGE 603

4.08 Encroachments. If by reason of the original construction, repair, restoration, partial or total destruction and rebuilding, or settlement or shifting of a Home or other Improvements (including site Improvements and Common Area Improvements) within a Lot, any part of a Home or such other Improvements within one Lot or within a Common Area shall encroach upon any part of an adjacent Lot or Common Area, or if by reason of the design or construction or rebuilding of the utility systems within the Property any pipes, ducts or conduits serving a single Home shall encroach upon any adjacent Lot or Common Area, easements in favor of the Owner of the encroaching Home or Improvements permitting the same to remain, and for the maintenance, repair and replacement of any such encroaching Improvements are hereby established; provided, however, in no event shall a valid easement for any such encroachment be created in favor of an Owner if such encroachment occurred due to his or her willful conduct.

5. Article V, Section 5.10.03, is hereby deleted and replaced with the following:

5.10.3 **Driveways**. Driveways shall be required for all Homes and shall be of sufficient width and length to permit the parking of a minimum of two (2) passenger vehicles per Home served by such Driveway without such vehicles encroaching on or obstructing the sidewalk.

6. Article XI, Section 11.02.06, is hereby deleted and replaced with the following:

11.02.06 *Utilities*. The Master Association shall maintain, repair and replace all common sanitary sewer lines and other common utility lines as provided herein. The Master Association shall also maintain, repair and replace sanitary sewer lines, water lines, gas lines, electrical lines, telecommunication lines, and other utilities serving only one Lifestyle Home, if such utility line is located outside the Lifestyle Home, whether within the served Lifestyle Lot or within another, non-served Lifestyle Lot, i.e., from the point such lines exit the slab, basement or exterior wall of the served Home, to the point such lines connect to the main utility line which is the responsibility of the providing utility company, Township, County, or other governmental body having jurisdiction. Each Owner of a Lifestyle Home is responsible for the maintenance, repair and replacement of such utility lines that are located within their Lifestyle Home and serve only that Home, i.e., from the point such lines enter the slab, basement or exterior wall of the served Home.

7. The following is added to Article XI, Section 11.02.08:

For the purposes of this Section 11.02.08, "exterior" is defined generally as from the wall or roof sheathing outward (not including such sheathing), including the face brick or stone, vinyl, wood or metal siding, trim, windows (other than glass replacement), doors on the front of Lifestyle Homes and garage roll-down doors

(other than glass replacement), roofing shingles, roofing membranes, and roofing underlayment, roof flashing, vents and stacks, skylights, railings, steps, light fixtures (other than bulb replacement), and all other exterior improvements. Furthermore, the Master Board may require that any additions or alterations to a Lifestyle Home made by a Lifestyle Home Owner are to be maintained by the Owner of such Lifestyle Home. Each Owner shall also maintain any upgrades to the original site improvements within the Lifestyle Home that, while installed by Declarant, are over and above the standard improvements installed by Declarant (including, for example, a concrete paver walkway installed as an upgrade to a standard poured concrete walkway) if the Declarant notifies the Master Board that such improvements are upgrades the original Owner of the Lifestyle Home has agreed to maintain.

8. **Article XI, Section 11.05.02**, is hereby deleted and replaced with the following:

11.05.02 *Private Roadways*. The Lifestyle Lots within the Lifestyle Community are subject to easements for roadways, ingress and egress as shown on the Subdivision Plat, including those shown as an "Ingres / Egress Utility Easement" thereon. The Declarant hereby reserves the right to enter upon any Lifestyle Lot at any time and from time to time to construct thereon private roadways, and install utilities, within the easement areas reserved therefor as shown on any Subdivision Plat.

9. **Article XI, Section 11.06**, is hereby deleted and replaced with the following:

11.06 Insurance.

11.06.02 *Fire and Extended Coverage Insurance*. The Master Association shall obtain for the use and benefit of all Lifestyle Lot Owners, and their respective Eligible Holders of First Mortgages, insurance on all fixtures and improvements comprising a Lifestyle Lot Home or constructed within a Lifestyle Lot, other than furnishings and other personal property of an Owner. The policy of such insurance (the "Hazard Insurance Policy") shall provide coverage against loss or damage by vandalism, malicious mischief, sprinkler leakage, fire, lightning, extended coverage perils and such perils as are from time to time customarily covered with respect to similar projects in construction, geographical location and use, including all perils normally covered by, and are at this time comprehended within the term, "extended coverage." The Hazard Insurance Policy shall insure against earthquake peril if such coverage is available at a reasonable price (as determined by the Master Board). The amount of such insurance shall be not less than 100% of the replacement value of the Home as originally constructed, including replacements of materials and fixtures of lesser, same or similar quality, but excluding additions and improvements of generally greater quality installed by an Owner after the original construction ("Betterments"), and exclusive of the Home's floor and wall coverings,

furnishings and the cost of land, foundations, footings, excavation and other elements which are not ordinarily insured against loss, without deduction for depreciation. If such policy contains co insurance provisions, the policy shall contain an agreed amount endorsement. The policy providing such coverage: (1) shall provide that no mortgagee shall have any right to apply the proceeds to the reduction of any mortgage debt; (2) shall have, if available and commonly required by prudent institutional mortgage investors in the area in which the Subdivision is located, an "Agreed Amount Endorsement", "Inflation Guard Endorsement" and so-called "construction code endorsements"; (3) shall have a nominal deductible on any single loss in such amount as shall be found reasonable by the Master Board after carefully considering and comparing the increased premium costs resulting from a low deductible with the lower premium costs but higher per loss risk resulting from a high deductible, together with all pertinent factors; (4) shall provide that the insurer shall have no right to contribution from any insurance which may be purchased by any Lifestyle Lot Owner as permitted below; (5) shall contain either a waiver by the insurer of any increased hazard clause or a provision stating that the coverage will not be affected by the act, omission or neglect of any person, unless such act, omission or neglect is within the knowledge or control of the Master Association prior to the occurrence of the loss; (6) shall contain the standard mortgage clause, or equivalent endorsement (without contribution); which is commonly accepted by private institutional mortgage lenders in the area in which the Subdivision is located and which appropriately names the Federal National Mortgage Association ("FNMA") and the Federal Home Loan Mortgage Corporation ("FHLMC") or other such agencies if such corporations are holders or insurers of first mortgages on the Lifestyle Lot Homes; (7) shall contain provisions requiring the issuance of certificates of coverage to each Lifestyle Lot Owner and to any Eligible Holder of First Mortgage on a Lifestyle Lot Home upon request, and further requiring the issuance of written notice not less than thirty (30) days prior to any expiration, substantial modification or cancellation of such coverage to the Master Association and to each Eligible Holder of First Mortgage; and (8) shall provide for the release by the insurer of any and all rights of subrogation or assignment, and all causes and rights of recovery, against any Lifestyle Lot Owner or other Occupant of the Lifestyle Lot Home, for any loss occurring to the insured property resulting from any of the perils insured against under the Hazard Insurance Policy.

11.06.03 *Prohibition.* The Hazard Insurance Policy shall be without prejudice to the right of a Lifestyle Lot Owner to obtain individual contents or chattel property insurance, and insurance for appliances, floor and wall coverings and Betterments, but no Lifestyle Lot Owner may at any time purchase individual policies of insurance covering any item which the Master Association is required to insure. If any Lifestyle Lot Owner does purchase such a policy, it shall be liable to the Master Association for any damages, expenses

or losses which it suffers or incurs as a result, and the Master Association shall have the same lien rights provided by Article VII for Special Assessments with respect to any such damages, expenses or losses not paid to it by such Lifestyle Lot Owner.

11.06.04 *Expense.* The cost of the Hazard Insurance Policy, as well as any other insurance obtained by the Master Association pursuant to this Article, shall be a Lifestyle Community Expense.

11.06.05 *Insured.* The name of the insured under the Hazard Insurance Policy shall be set forth therein substantially as follows: "Soraya Farms Master Association, Inc. for use and benefit of the individual Lifestyle Lot Owners (designated by name if required by law)." Loss payable shall be in favor of the Master Association as trustee for each Lifestyle Lot Owner and each Lifestyle Lot Owner's Eligible Holder of First Mortgage, if any.

11.06.06 *Insurance Carried by an Owner.* The Hazard Insurance Policy shall not provide coverage for items of personal property of any Lifestyle Lot Owner or Occupant, including, without limitation, any appliances, , floor and wall coverings, or Betterments not installed by Declarant. Each Lifestyle Lot Owner may, at his or her own expense, obtain insurance covering personal property, appliances, floor and wall coverings, and Betterments not covered by the Master Association's Hazard Insurance Policy, but such insurance policy shall provide that it shall be without contribution as against the Hazard Insurance Policy purchased by the Master Association, and shall contain the same waiver of subrogation as that referred to in Section 11.06.08 below; and each Lifestyle Lot Owner may, at his or her own expense, obtain public liability insurance for personal injuries or damage arising out of the use and occupancy of his or her Lifestyle Lot and Lifestyle Home.

11.06.07 *Certificates and Notice of Cancellation.* Any policy of insurance obtained under this Article shall contain provisions requiring the issuance of certificates of coverage and the issuance of written notice not less than 30 days prior to any expiration or cancellation of such coverage to the Lifestyle Lot Owner and to any mortgagee or mortgagees of any Lifestyle Lot Home.

11.06.08 *Mutual Waiver of Subrogation.* The Master Association, all Lifestyle Lot Owners, affiliates of a Lifestyle Lot Owner, members of a Lifestyle Lot Owner's family, all tenants or other occupants of any Home within the Lifestyle Community and all insurers providing insurance coverage under this Article, on behalf of themselves and all others claiming under or through any of them, mutually and irrevocably waive all claims, actions, causes of action and rights of recovery against each other, including all rights of subrogation or assignment, for any loss or damage occurring to any portion of

the Lifestyle Community resulting from any of the perils insured against under the insurance policy or policies required under this Article. However, nothing in this Section shall relieve the Lifestyle Lot Owner from any of its obligations to obtain and maintain in full force and effect all policies of insurance provided in this Article.

11.06.09 *Procedure for Reconstruction or Repair.* Immediately after a casualty causing damage to a Lifestyle Lot Home, the Master Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that before the casualty. Such cost may include professional fees and premiums for such bonds as the Master Board deems necessary.

11.06.10 *Construction Funds.* The insurance proceeds and the sums received by the Master Association from the collection of special assessments against Lifestyle Lot Owners on account of any casualty shall be considered a special construction fund to be disbursed by the Master Association to the payment of the cost of reconstruction and repair of the Lifestyle Lot Home from time to time as the work progresses. The first monies disbursed in payment of such costs of reconstruction and repair shall be from insurance funds.

11.06.11 *Other Insurance.* The Master Association, as a Lifestyle Community Expense, shall also obtain such additional insurance as the Lifestyle Committee and/or the Master Board considers necessary.

11.06.12 *Notice of Cancellation or Substantial Change.* Any insurance coverage obtained by the Master Association shall contain a provision requiring the insurer to notify the Master Association, and any mortgagee named in the mortgage clause if applicable, in writing of the cancellation or a substantial change of coverage at least 30 days prior to cancellation or substantial change of coverage.

11.06.13 *Annual Review.* The insurance coverage required under this Article shall be reviewed at least annually by the Lifestyle Committee and Master Board, and is subject to modification as determined by the Lifestyle Committee and/or Master Association from time to time. If any of the insurance coverage required under this Article becomes unavailable or impractical to obtain, the Master Association shall obtain coverage which most closely approximates the required coverage with the deductible provisions described above.

10. The following is added as **Article XI, Section 11.05.03**:

11.05.03 *Shared Lifestyle Driveways* A "Shared Lifestyle Driveway" shall be any driveway (not a private roadway) constructed within the Lifestyle Community that provides vehicular access to more than one Lifestyle Home, whether constructed generally within the "18' wide access easements" shown on the recorded plats creating the Lifestyle Lots, or elsewhere within the Lifestyle Lots. There is hereby created a non-exclusive easement upon, across, over and through the Shared Lifestyle Driveways in favor of Declarant and the Master Association, and all Owners and Occupants of Lifestyle Homes served by such Shared Lifestyle Driveways, and their respective guests, licensees and invitees, for pedestrian and vehicular ingress and egress, as the case may be, over and across such Shared Lifestyle Driveways as required for ingress to and egress from such Lifestyle Homes. Each Owner of a Lifestyle Home shall have the perpetual right, as an appurtenance to such Owner's Lifestyle Home, to ingress and egress over, upon, and across the portion of the Shared Lifestyle Driveways necessary for access to his or her Lifestyle Home, including the exclusive right to use the portion of the Shared Lifestyle Driveway area immediately adjacent to and in front of the garage of his or her Lifestyle Home that provides access to his or her garage and to no other garage. There shall be no parking within the Shared Lifestyle Driveways except immediately in front of a garage.

11. The following is added as **Article XI, Section 11.05.04**:

11.05.04 *Utility Easements*. There is hereby reserved in favor of Declarant and granted to the Master Association their successors and assigns, a non-exclusive easement upon, across, over, through and under the Property, including Lots and Lifestyle Homes thereon, and Common Areas, for ingress, egress, installation, replacement, repair and maintenance of all utilities and service lines and systems (whether serving the Common Areas or one or more Homes or Lots, and whether located within or under the Common Areas, a Lot, or Lifestyle Home), and granted to each Owner of a Lifestyle Home served buy such utilities for the right to use such utility lines, including, but not limited to, water, sewer, energy, drainage, gas, telephone, electricity, television, cable and communication lines and systems, and for access to all utility meters. By virtue of this easement it shall be expressly permissible for Declarant and the Master Association and their successors and assigns, or the providing utility or service company, to install and maintain facilities and equipment on the Property provided that such facilities shall not materially impair or interfere with any Homes and provided further that any areas disturbed by such installation or maintenance are restored to substantially the condition in which they were found. By virtue of this easement it shall also be expressly permissible for the providing utility or service company, and the Master Association, its agents, contractors, and employees, to maintain, repair, and replace such utility facilities and equipment which may serve

one or more Lifestyle Homes but which are located within or under another Lifestyle Lot or Lifestyle Home, provided that such maintenance, repair, and replacement activities shall not unreasonably impair or interfere with the use of any Lifestyle Lot or Lifestyle Home, and provided further that any areas disturbed by such installation or maintenance are restored to substantially the same condition in which they were found at the sole cost and expense of the party completing such installation or maintenance.

12. The following is added as **Article XI, Section 11.07.08**:

11.07.08 **Lifestyle Committee**

(1) *Appointment and Election of Lifestyle Committee.* The Declarant hereby creates a Lifestyle Committee to consist of three (3) Owners of Lifestyle Homes. Prior to the Turnover Date, the members of the Lifestyle Committee shall be appointed by the Declarant, or the Declarant may elect to act as the Lifestyle Committee, or it may appoint a managing agent to act as the Lifestyle Committee on its behalf. After the Turnover Date, the Lifestyle Committee shall be elected by a majority vote of Lifestyle Home Owners at an annual meeting of such Owners, at which the Owners of Lifestyle Homes holding at least one-third (1/3) of the total votes of Lifestyle Homes are represented, either in person or by proxy. However, any Director elected to the Master Board who is an Owner of a Lifestyle Home shall be an *ex officio* member of the Lifestyle Committee and such position on the Lifestyle Committee shall not be up for election. All persons elected to the Lifestyle Committee (other than those appointed by the Declarant) shall be an Owner of a Lifestyle Home or their spouse. There shall be one vote appurtenant to each Lifestyle Home. Except for members appointed by the Declarant, Lifestyle Committee members shall be elected for a term of one (1) year or until their successors are elected. The Lifestyle Committee shall elect a chairman from among its members who shall preside at its meetings and who shall be responsible for transmitting any and all communications to the Master Board.

(2) *Duties and Powers of Lifestyle Committee.*

(a) The Lifestyle Committee shall determine the annual budget for Lifestyle Community Assessments, Annual Home Maintenance Assessments, and coverage amounts under the Hazard Insurance Policy described in Section 11.06 above. The Lifestyle Committee shall, at least sixty (60) days before the beginning of each fiscal year, prepare separate budgets covering the estimated Lifestyle expenses to be incurred by the Master Association (and to be collected via the Lifestyle Community Assessments and Annual Home Maintenance Assessments) during

the coming year. The Lifestyle Committee shall be entitled to set such budget only to the extent that this Master Declaration or the Master Code specifically authorizes the Master Board to assess certain costs as a Lifestyle Community Assessment or Annual Home Maintenance Assessment. Such budget may include a capital contribution establishing a reserve fund for repair and replacement of capital items within the Lifestyle Community, as appropriate. The Lifestyle Committee shall also, at least sixty (60) days before a renewal of such policy is due, determine the coverage amounts and aggregate replacement value of Lifestyle Homes to be insured by the Master Association under the Hazard Insurance Policy described in Section 11.06 above. The Lifestyle Committee shall forward such information to the Master Board not later than sixty (60) days before the beginning of each fiscal year or the date a renewal of the Hazard Insurance Policy is due, as the case may be. Unless the Master Board reasonably determines that the budgets provided by the Lifestyle Committee are inadequate for the Master Association to fulfill its obligations with respect to the Lifestyle Community hereunder, the Master Board shall adopt such estimates as its own as required by Section 11.07.02 above. The Master Board shall cause a copy of such budget and notice of the amount of the Lifestyle Assessments and Annual Home Maintenance Assessment to be levied on each Lifestyle Home for the coming year to be delivered to each Lifestyle Home Owner at least thirty (30) days prior to the beginning of the fiscal year. Such budget and Assessments shall become effective unless disapproved by a majority of the Owners of Lifestyle Homes; provided, however, that there shall be no obligation to call a meeting for the purpose of considering the budget except on petition of Owners of at least thirty percent (30%) of the Lifestyle Homes. In the event the proposed budget for the Lifestyle Community is disapproved or the Lifestyle Committee fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

(b) It shall be the responsibility of the Lifestyle Committee to determine the nature and extent of services, if any, to be provided to the Lifestyle Community by the Master Association in addition to those provided to all Members of the Master Association in accordance with this Master Declaration. The Lifestyle Committee may request that additional services or a higher level of services than are required in this Master Declaration be provided by

the Master Association, and in such case, if approved by the Master Board, any additional costs therefor shall be added to the Lifestyle Assessments and/or Annual Home Maintenance Assessments, as the case may be. The Lifestyle Committee may advise the Master Board on any other issued but shall not have the authority to bind the Master Board or cause it to take any action.

(c) Notwithstanding the Lifestyle Committee's preparation of budgets as provided above, if the Master Board determines that the budgets proposed by the Lifestyle Community will not adequately fund the Master Association's obligation to maintain the Lifestyle Community to the standards of the Planned Unit Development or any other obligation of the Master Association has with respect to the Lifestyle Community hereunder, the Master Board has the power to determine the required Lifestyle Assessments and/or Annual Home Maintenance Assessments pursuant to Section 11.07.02 above.

13. The following is added to **Article XII, Section 12.05:**

The provisions of this Master Declaration as they apply to the Commercial Area and/or the Commercial Owner(s), including, but not limited to the provisions of Sections 3.29 to 3.37, 5.10.2.3, 5.10.6, and 8.02.2, and this Section 12.05, may not be amended without the consent of a majority of the Commercial Owners.

14. Except as amended and supplemented herein, all of the covenants, conditions, easements and restrictions of the Master Declaration shall remain in full force and effect.

[Signature on Following Page.]

BOOK 4955 PAGE 612

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration to be signed on this 16th day of September, 2009.

SORAYA FARMS, LLC

By: Shery Oakes
Its: Managing Member

STATE OF OHIO) SS:
COUNTY OF WARREN)

The foregoing instrument was acknowledged before me this 15th day of September, 2009 by Shery Oakes, Manager of SORAYA FARMS, LLC, an Ohio Limited Liability Company, on behalf of said Company.

Gail M. Perkins
Notary Public

THIS INSTRUMENT PREPARED BY:

MARK J. STOCKMAN, ATTORNEY AT LAW
TAFT STETTINIUS & HOLLISTER LLP,
200 PUBLIC SQUARE, SUITE 3500
CLEVELAND, OHIO 44114
216.241.2838



GAIL M. PERKINS - Notary Public
In and for the State of Ohio
My Commission Expires August 30, 2011

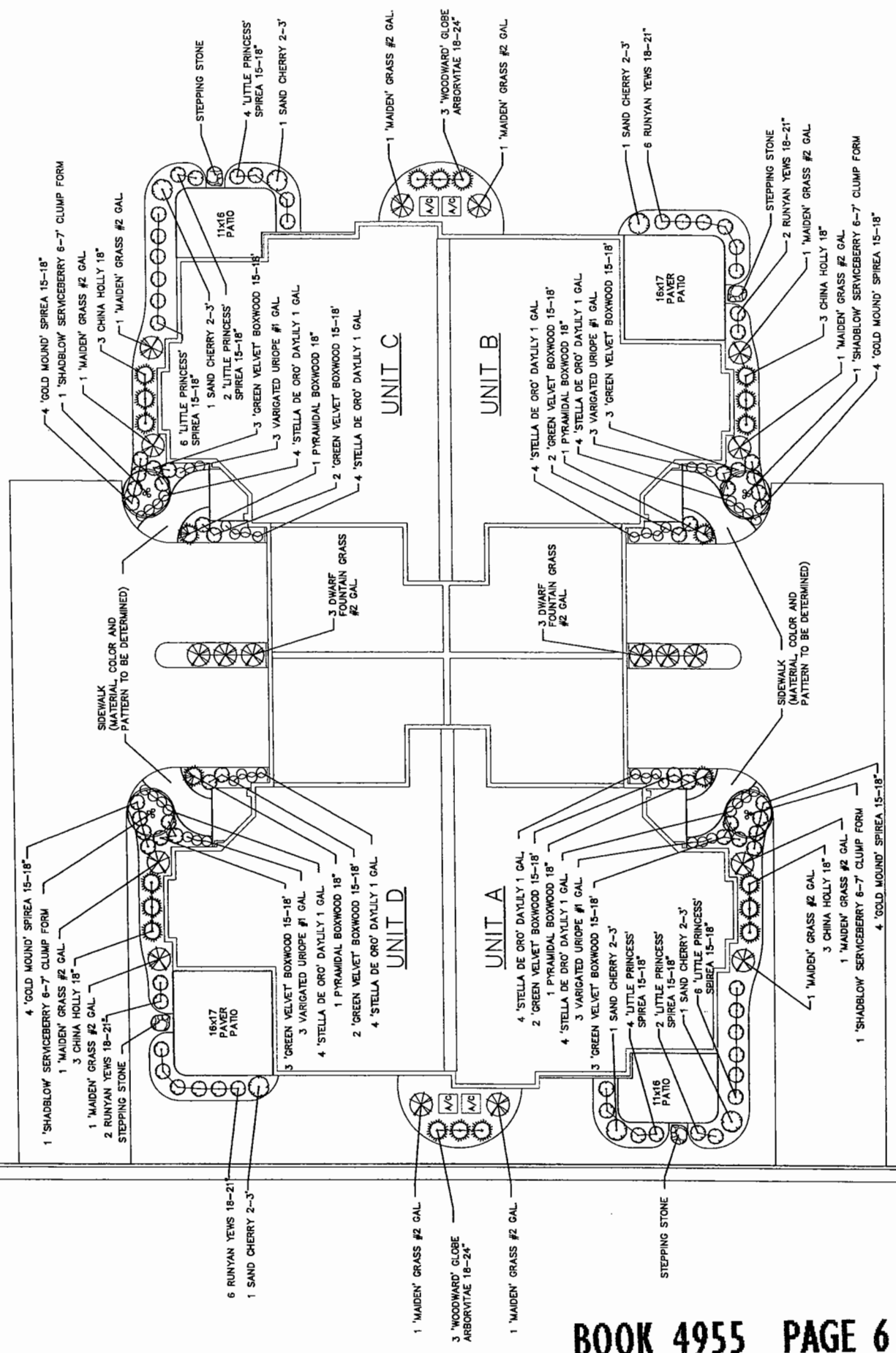
BOOK 4955 PAGE 613

Landscape & Patio Exhibit

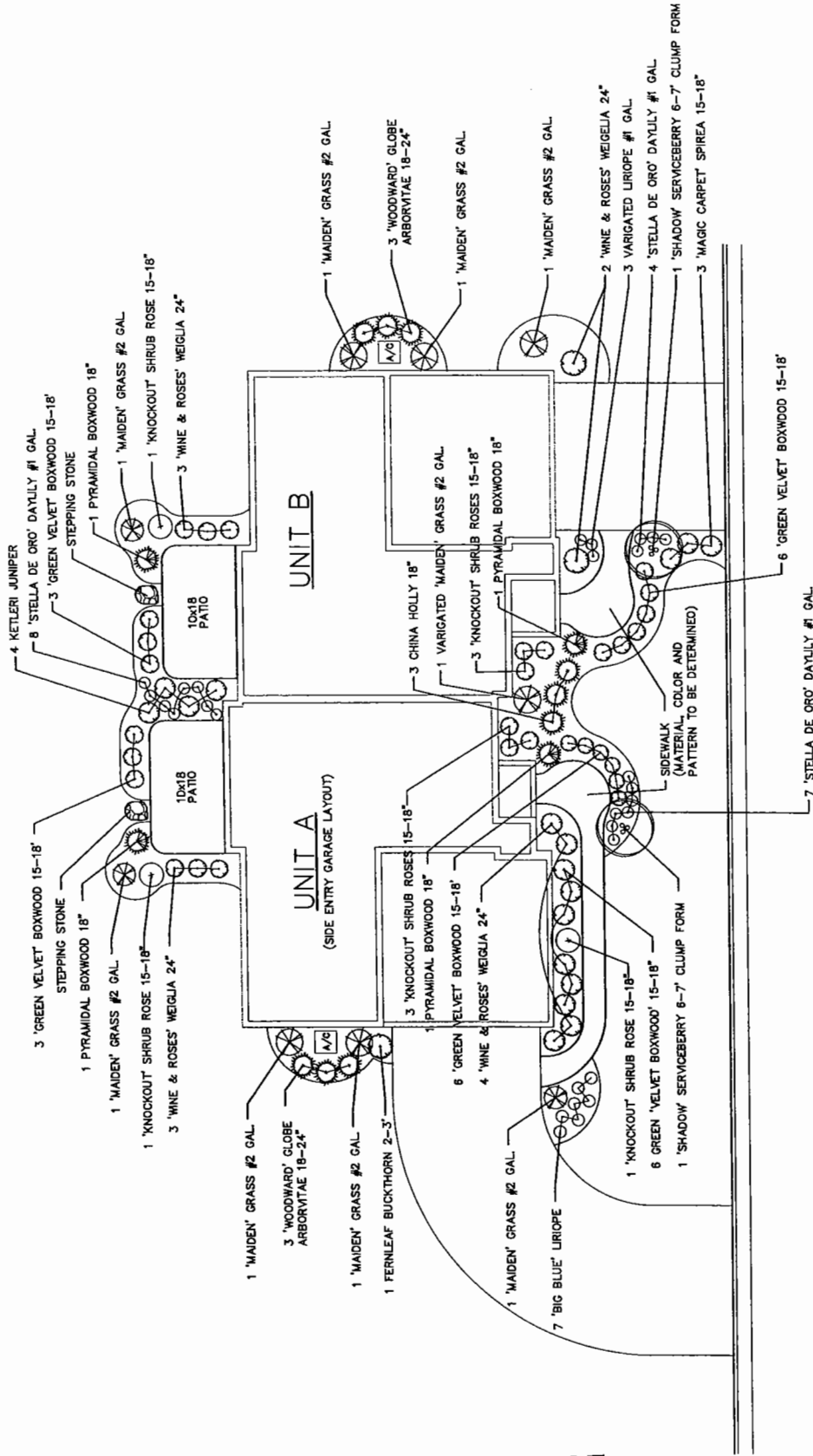
BOOK 4955 PAGE 614

LANDSCAPE PLANTING PLAN
SAVIGNON

Scale: 1" = 10'
 Date: JULY 28, 2008
 Job Number: 3040
 Drawn: RTR
 Checked: DCO
 Project: SAVIGNON
 Office: 077-0144
 Website: www.savignongolf.com



NOTE
 ALL PLANT BEDS TO RECEIVE 4" TOPSOIL DEPTH
 AND 2-3" DEPTH HARDWOOD MULCH

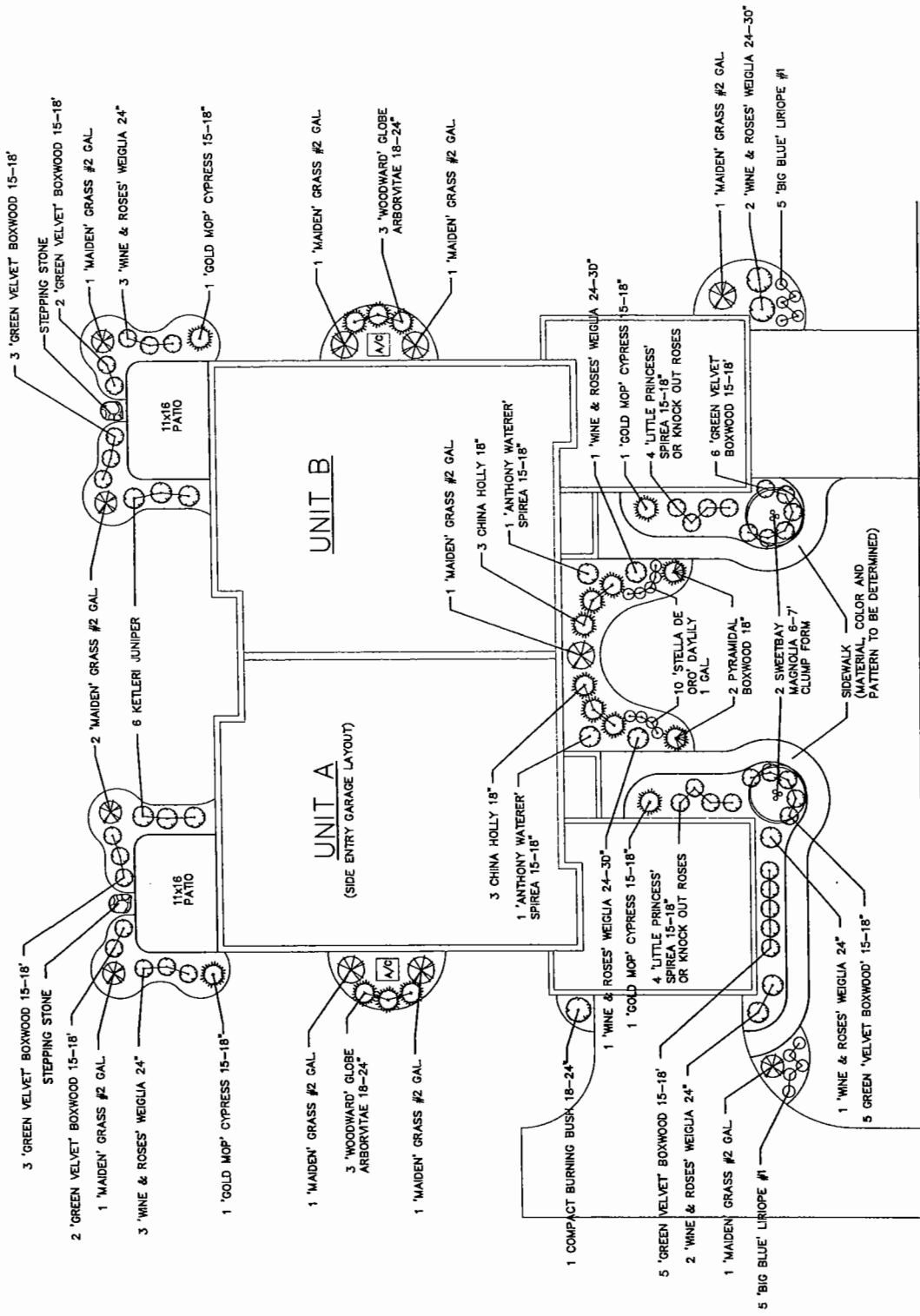


NOTE

ALL PLANT BEDS TO RECEIVE 4" TOPSOIL DEPTH AND 2-3" DEPTH HARDWOOD MULCH

LANDSCAPE PLANTING PLAN	
CHABLIS	
Scale: 1" = 10'	Date: JULY 26, 2008
Drawn: RTR	Job Number: 3040
Checked: RTR	Office: 070 0448
Client: DCO	Plant No. 1 of 1

K:\Other\3040\3040\3040 Landscape Plans\DWG.dwg - JUL 26, 2008 - 08:42:52



NOTE

ALL PLANT BEDS TO RECEIVE 4" TOPSOIL DEPTH AND 2-3" DEPTH HARDWOOD MULCH

LANDSCAPE PLANTING PLAN

MERLOT

Scale: 1" = 10'	Date: JULY 28, 2008	Job Number: 3060
Des: RTR	Drawn: RTR	Sheet No. 1 of 1
Dwn: DCO	Checked: DCO	
LSCZON PLANET 10700 W. 10TH AVE. DENVER, CO 80231 (303) 751-1100 www.lsczon.com		

K:\Other\4040 Seraya Farms\Design\LANDSCAPE\08000 LANDSCAPE PLANTING.dwg - JUL 29, 2008 - 08:52:32

Legal Description For 172.286 Acres
Section 27, Township 3, Range 5, M.Rs.
Warren County, Ohio
July 28, 2008

017
05-27-176-015
S
S
S
S

SUB

Part of Section 27, Township 3, Range 5, M.Rs., Warren County, Ohio and being that part of the 179.077 acres conveyed to Soraya Farms, LLC as recorded in Official Record Book 2687, Page 240 located in Warren County (all references to deed books, official records, microfiche numbers, survey records and plats refer to the Warren County Recorder's Office, Warren County, Ohio) and being more particularly described as follows;

Commencing from a 5/8" iron pin with a cap stamped "SWD 4213" found at the Northwest Corner of said Section 27, thence along the west line of said Section 27 South 00°52'22" East, 302.77 feet to a 5/8" iron pin with a cap stamped "CESO INC" set at the Montgomery and Warren County Line and being the Point of Beginning of the following described tract of land;

thence along said county line South 89°51'27" East, 812.25 feet to a 5/8" iron pin with a cap stamped "CESO INC" set on the west line of Centerville Forest Section Two as recorded in Plat Book 3, Page 307;

thence along the west and south lines of said Centerville Forest Section Two and Centerville Forest Section One as recorded in Plat Book 3, Page 283 the following four (4) courses;

- 1) South 01°06'13" East, 869.22 feet to a set 5/8" iron pin with a cap stamped "CESO INC";
- 2) North 89°25'17" East, 784.31 feet to a set 5/8" iron pin with a cap stamped "CESO INC";
- 3) South 01°04'18" East, 666.31 feet to a set 5/8" iron pin with a cap stamped "CESO INC";
- 4) North 81°00'53" East, 994.78 feet to a 5/8" iron pin with a cap stamped "CESO INC" set

on the west right-of-way line of State Route 48;

thence along said right-of-way line South 00°57'45" East, 1607.00 feet to a 5/8" iron pin with a cap stamped "SWD 4213" found on the north line of a 2.5 acre tract conveyed to Carol R. Leahy as recorded in Official Record 285, Page 42;

thence along said north line South 81°01'22" West, 579.59 feet to a 5/8" iron pin with a cap stamped "SWD 4213" found at the northwest corner of said 2.5 acre tract conveyed to Carol R. Leahy;

thence along the west line of the following five (5) tracts;

- 1) a 2.5 acre tract conveyed to Carol R. Leahy as recorded in Official Record 285, Page 42;
- 2) a 2.5 acre tract conveyed to Janet Hicks as recorded in Official Record 303, Page 561 and Official Record 463, Page 589;
- 3) a 5.0 acre tract conveyed to James L. Hillard, Jr. as recorded in Official Record 3434, Page 667;
- 4) a 2.5 acre tract conveyed to Alice L. Schneider, Trustee as recorded in Official Record 1314, Page 203, South 00°57'45" East, 1117.77 feet to a 5/8" iron pin with a cap stamped "CESO INC" set at the northeast corner of a 3.631 acre tract conveyed to Ronald E. Appenzeller, et al as recorded in Official Record 3663, Page 555;

thence along the north line of the following seven (7) tracts;

- 1) said 3.631 acre tract conveyed to Ronald E. Appenzeller, et al;
- 2) a 3.9686 acre tract conveyed to Ronald E. Appenzeller, et al as recorded in Official Record 3663, Page 555
- 3) a 3.0 acre tract conveyed to Paul Alan Krasnesky and Wilma Diana Heflin as recorded in Official Record 4197, Page 420;

4) a 3.0 acre tract conveyed to Mark Gillespie as recorded in Official Record 1417, Page 438

5) a 3.0 acre tract conveyed to Valerie J. Smith as recorded in Official Record 1287, Page 373

6) a 3.0 acre tract conveyed to Jeffrey A. Miko as recorded in Official Record 2368, Page 31

7) a 3.0 acre tract conveyed to Joseph P. Taulbee as recorded in Official Record 4254, Page 752, South 79°43'44" West, 1527.06 feet to a 5/8" iron pin with a cap stamped "CESO INC" set at the northwest corner of said 3.0 acre tract conveyed to Joseph P. Taulbee, passing a found 5/8" iron pin at a distance of 1523.88 feet;

thence along the west line of said 3.0 acre Taulbee tract South 00°57'45" East, 696.97 feet to the centerline of Lytle-Five Points Road, passing 1" iron pipe with a cap stamped "SWD 4213" at a distance of 656.36 feet and passing a found railroad spike at a distance of 696.78 feet;

thence along said centerline South 79°44'31" West; 53.40 feet to the southeast corner of a 10.352 acre tract conveyed to Beverly T. Ungerleider as recorded in Official Record 500, Page 532, witness a found railroad spike, being North 16°01'49" West, 0.69 feet;

thence along the east line of said 10.352 Ungerleider tract and the east line of a 29.832 acre tract conveyed to Beverly T. Ungerleider as recorded in Official Record 1169, Page 704 North 00°43'14" West, 2764.71 feet to the northeast corner of said 29.832 acre tract, witness a found 1" iron pipe, being North 11°39'46" East, 0.20 feet, passing a found iron pipe at a distance of 917.88 and 0.41 feet east of line;

thence along the north line of said 29.832 acre tract South 80°35'54" West, 471.93 feet to the west line of said Section 27, witness a found stone, being North 41°48'43" East, 0.36 feet;

thence along said west line, also being the east line of a 71.1578 acre tract conveyed to Daniel J. Kahmann, Trustee as recorded in Official Record 2934, Page 757 and the east line of a 116.9699 acre tract conveyed to Bradstreet Family Limited Partnership as recorded in Official Record 1380, Page 176 North 00°52'22" West, 2480.37 feet to the Point of Beginning, containing 172.286 acres (172.277 acres per deed), passing a found 1/4" iron pin at a distance of 1396.72 feet, subject however to all covenants, conditions, restrictions and easements contained in any instrument of record pertaining to the above described tract of land.

The basis of bearings is the deed to Soraya Farms, Inc. as recorded in Official Record Book 2687, Page 240, which is based on a survey by Shaw Weiss and DeNaples, dated 01/6/93 and recorded in Survey Volume 86, Plat No. 20.

This description was prepared by David R. Barnhart, P.S., #7646, Ohio, CESO, Inc., 8534 Yankee Street, Dayton, Ohio 45458 and is based on fieldwork in October 2002 and March 2007.

David R. Barnhart 7/28/08
 David R. Barnhart, P.S. #7646, Ohio Date

K:\O\hr\3040 Soraya Farms\Design\survey\descriptions\3040 Warren County Parcel 07-24-08.doc



Save and except:
 34.0903 ac. as platted into Soraya Farms sect. 1
 and recorded in plat Book 82 Pages 44-46
 J.W.

BOOK 4955 PAGE 620

SUBDIVISION PLAT LEGAL DESCRIPTION OF SORAYA FARMS SECTION 1

Situated in Section 27, Township 3, Range 5, M.Rs., Clearcreek Township, Warren County, Ohio, being part of Soraya Farms Section 1 as recorded in Plat Book 82, Pages 44-46 (all references to deed books, official records, microfiche numbers, survey records and plats refer to the Warren County Recorder's Office, Warren County, Ohio) and being more particularly described as follows;

Being all of Lots 21 through 27 of Soraya Farms Section 1 recorded in Plat Book 82, Pages 44-46.

The basis of bearings is the deed to Soraya Farms, Inc. as recorded in Official Record Book 2687, Page 240, which is based on a survey by Shaw Weiss and DeNaples, dated 01/6/93 and recorded in Survey Volume 86, Plat No. 20.

This description was prepared by David R. Barnhart, P.S., #7646, Ohio, CESO, Inc., 8534 Yankee Street, Dayton, Ohio 45458 and is based on fieldwork in October 2002 and March 2007.

David R. Barnhart 6/04/09
David R. Barnhart, P.S. #7646, Ohio Date



05-27-335-002 lot 21
05-27-335-003 lot 22
05-27-335-004 lot 23
05-27-335-005 lot 24
05-27-335-006 lot 25
05-27-335-007 lot 26
05-27-173-001 lot 27

all/SWB

**Legal Description For
Soraya Farms Lifestyle Community
Clearcreek Township, Warren County**

September 17, 2009

Situated in Section 27, Township 3, Range 5, M.Rs., Clearcreek Township, Warren County, Ohio, being all of Lot 1 through Lot 49 of Soraya Farms Lifestyle Community Section 1 as recorded in Plat Book 83, Pages 17, 18 & 19 (all references to deed books, official records, microfiche numbers, survey records and plats refer to the Warren County Recorder's Office, Warren County, Ohio) and being more particularly described as follows;

The basis of bearings is the deed to Soraya Farms, Inc. as recorded in Official Record Book 2687, Page 240, which is based on a survey by Shaw Weiss and DeNaples, dated 01/6/93 and recorded in Survey Volume 86, Plat No. 20.

This description was prepared by David R. Barnhart, P.S., #7646, Ohio, CESO, Inc., 8534 Yankee Street, Dayton, Ohio 45458 and is based on fieldwork in October 2002 and March 2007.

David R. Barnhart 9/17/09
David R. Barnhart, P.S. #7646, Ohio Date



05-27-177-035	Lot 1	05-27-177-052	Lot 18	05-27-177-068	Lot 34
05-27-177-036	Lot 2	05-27-177-053	Lot 19	05-27-177-069	Lot 35
05-27-177-037	Lot 3	05-27-177-054	Lot 20	05-27-177-070	Lot 36
05-27-177-038	Lot 4	05-27-177-055	Lot 21	05-27-177-071	Lot 37
05-27-177-039	Lot 5	05-27-177-056	Lot 22	05-27-177-072	Lot 38
05-27-177-040	Lot 6	05-27-177-057	Lot 23	05-27-177-073	Lot 39
05-27-177-041	Lot 7	05-27-177-058	Lot 24	05-27-177-074	Lot 40
05-27-177-042	Lot 8	05-27-177-059	Lot 25	05-27-177-075	Lot 41
05-27-177-043	Lot 9	05-27-177-060	Lot 26	05-27-177-076	Lot 42
05-27-177-044	Lot 10	05-27-177-061	Lot 27	05-27-177-077	Lot 43
05-27-177-045	Lot 11	05-27-177-062	Lot 28	05-27-177-078	Lot 44
05-27-177-046	Lot 12	05-27-177-063	Lot 29	05-27-177-079	Lot 45
05-27-177-047	Lot 13	05-27-177-064	Lot 30	05-27-177-080	Lot 46
05-27-177-048	Lot 14	05-27-177-065	Lot 31	05-27-177-081	Lot 47
05-27-177-049	Lot 15	05-27-177-066	Lot 32	05-27-177-082	Lot 48
05-27-177-050	Lot 16	05-27-177-067	Lot 33	05-27-177-083	Lot 49
05-27-177-051	Lot 17				

all DWB

**Legal Description For
Shoppes of Soraya Farms
Clearcreek Township, Warren County
September 17, 2009**

Situated in Section 27, Township 3, Range 5, M.Rs., Clearcreek Township, Warren County, Ohio, being all of Lot 19A, Lot 19B, Lot 20A and Lot 20B of The Shoppes of Soraya Farms as recorded in Plat Book 83, Pages 15 & 16 (all references to deed books, official records, survey records and plats refer to the Warren County Recorder's Office, Warren County, Ohio).

The basis of bearings is the deed to Soraya Farms, Inc. as recorded in Official Record Book 2687, Page 240, which is based on a survey by Shaw Weiss and DeNaples, dated 01/6/93 and recorded in Survey Volume 86, Plat No. 20.

This description was prepared by David R. Barnhart, P.S., #7646, Ohio, CESO, Inc., 8534 Yankee Street, Dayton, Ohio 45458 and is based on fieldwork in October 2002 and March 2007.

David R. Barnhart 9/17/09
David R. Barnhart, P.S. #7646, Ohio Date

Parcels 05-27-177-032 - Lot 19A
05-27-177-033 - Lot 19B
05-27-335-008 - Lot 20A
05-27-335-009 - Lot 20B

DWB



BOOK 4955 PAGE 623

SECOND AMENDMENT TO THE
AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS,
RESTRICTIONS, EASEMENTS, ASSESSMENTS, AND ASSESSMENTS LIENS
FOR
SORAYA FARMS SUBDIVISION

CLEARCREEK TOWNSHIP, WARREN AND MONTGOMERY COUNTY, OHIO

THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, ASSESSMENTS, AND ASSESSMENTS LIENS FOR SORAYA FARMS SUBDIVISION (this "**Second Amendment**") made this ___ day of _____, 2012 by SORAYA FARMS, LLC, an Ohio Limited Liability Company ("**Declarant**").

RECITALS:

- A. On June 12, 2009, Declarant caused an Amended and Restated Master Declaration of Covenants, Restrictions, Easements, Assessments, and Assessments Liens For Soraya Farms Subdivision to be filed for record as Document No. 740692, OR Vol. 4896, Pages 1-84 of the Warren County Records, as amended by a First Amendment to Amended and Restated Master Declaration of Covenants, Restrictions, Easements, Assessments, and Assessments Liens For Soraya Farms Subdivision filed for record on September 17, 2009 as Document No. 753218, OR Vol. 4955, Pages 602-623 of the Warren County Records (as amended to date, the "**Original Master Declaration**"), encumbering an approximately 172.28 acre mixed use community located in Clearcreek Township, Warren and Montgomery Counties, Ohio.
- B. Declarant desires to amend the Original Master Declaration to clarify certain restrictions with respect to the Property.

- C. Article XII, Section 12.05 of the Original Master Declaration provides that until the Turnover Date, Declarant may, in its sole and absolute discretion, unilaterally amend the Master Declaration at any time and from time to time, without the consent of any other Owners, and that an amendment to the Master Declaration done by Declarant shall not require the joinder or consent of the Master Association, other Owners, mortgagees or any other person. Furthermore, such Section provides that any amendments to the Master Declaration shall require the consent of the Board of Clearcreek Township Trustees, which consent has been obtained
- D. Article II, Section 2.45 of the Original Master Declaration provides that the Turnover Date is the date upon which Declarant transfers the last SF Lot or Lifestyle Lot owned by Declarant within the Planned Unit Development, and otherwise no longer owns any SF Lots, Lifestyle Lots or land in the Planned Unit Development (exclusive of the Commercial Area). Declarant remains the Owner of the vast majority of SF Lots and Lifestyle Lots in the Planned Unit Development.

NOW, THEREFORE, the Declarant hereby amends the Original Master Declaration as follows:

1. **Recitals.** The above Recitals are incorporated in and made a part of this Second Amendment.
2. **Definitions.** Capitalized words used in this Second Amendment but not defined herein shall have the meanings ascribed to them in the Original Master Declaration. Terms defined in this Second Amendment shall have the meanings given to them herein when used in this Second Amendment and also when used in the Original Master Declaration unless (in either instance) the context clearly implies otherwise. Without limiting the foregoing, and as an example of the meaning of the immediately preceding sentence, as used herein and in the Original Master Declaration (unless the context clearly implies otherwise) the term "Master Declaration" shall mean the Original Master Declaration as previously amended and as amended by this Second Amendment and as the same may be hereafter properly amended.
3. **Specific Amendments.**
 - a. Section 7.08 is hereby deleted in its entirety. Any provision in the Master Declaration referencing Section 7.08 or a Real Estate Transfer Assessment shall be amended accordingly to delete such reference to Section 7.08 or a Real Estate Transfer Assessment, as appropriate.

- b. Subsection 11.01.06 is hereby amended by deleting such subsection in its entirety and inserting the following subsection in its place:

11.01.06 *Animal Maintenance*. No animals shall be permitted outside of a Home in the Lifestyle Community unless accompanied by its Owner. The Master Association shall have the right to restrict certain dog breeds within the Lifestyle Community.

- c. Section 11.01 is hereby amended by adding the following subsection at the end of such section:

11.01.07 *Fences*. Fences shall not be permitted on any Lifestyle Lot, unless approved in writing by the Master Association.

- d. Subsection 11.02.04 is hereby deleted in its entirety.

- e. Section 11.03 is hereby amended by deleting such section in its entirety and inserting the following in its place:

11.03 **Maintenance by Lifestyle Lot Owner**. Each Lifestyle Lot Owner and Occupant shall have the exclusive duty to (a) maintain the interior of his or her Home in good condition and repair, (b) keep the exterior and interior of such Home and the adjacent Common Areas free from debris, rubbish, rubble and other conditions created by such Lifestyle Lot Owners or Occupants or their guests, (c) maintain any fences, gates, patios, decks, improvements and any improvements or landscaping installed by an Owner within a Lifestyle Lot.

4. **Full Force and Effect**. Except as amended and supplemented herein, all of the covenants, conditions, easements and restrictions of the Master Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration to be signed on this _____ day of _____, 2012.

SORAYA FARMS, LLC

By: _____

Its: _____

STATE OF OHIO) SS:

COUNTY OF WARREN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 by _____, _____ of SORAYA FARMS, LLC, an Ohio Limited Liability Company, on behalf of said Company.

Notary Public

THIS INSTRUMENT PREPARED BY:
Monica L. Gearding
Taft Stettinius & Hollister LLP
425 Walnut Street, Suite 1800
Cincinnati, Ohio 45202
(513) 381-2838

TRANSFER NOT NECESSARY
NICK NELSON, AUDITOR
WARREN COUNTY, OHIO

NOV 15 2012

NICK NELSON
AUDITOR, WARREN CO. OHIO

BETH DECKARD - WARREN COUNTY RECORDER
Doc #: 893685 Type: AMEND DECLR
Filed: 11/15/2012 12:12:26 \$ 84.00
OR Volume: 5690 Page: 785 Return: M
Rec#: 29805 Pages: 9
TAFT STETTINIUS & HOLLISTER LLP

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84 Taft

SECOND AMENDMENT TO THE
AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS,
RESTRICTIONS, EASEMENTS, ASSESSMENTS, AND ASSESSMENTS LIENS

FOR

SORAYA FARMS SUBDIVISION

CLEARCREEK TOWNSHIP, WARREN AND MONTGOMERY COUNTY, OHIO

THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, ASSESSMENTS, AND ASSESSMENTS LIENS FOR SORAYA FARMS SUBDIVISION (this "**Second Amendment**") made this 24th day of September, 2012 by SORAYA FARMS, LLC, an Ohio Limited Liability Company ("**Declarant**").

RECITALS:

- A. On June 12, 2009, Declarant caused an Amended and Restated Master Declaration of Covenants, Restrictions, Easements, Assessments, and Assessments Liens For Soraya Farms Subdivision to be filed for record as Document No. 740692, OR Vol. 4896, Pages 1-84 of the Warren County Records, as amended by a First Amendment to Amended and Restated Master Declaration of Covenants, Restrictions, Easements, Assessments, and Assessments Liens For Soraya Farms Subdivision filed for record on September 17, 2009 as Document No. 753218, OR Vol. 4955, Pages 602-623 of the Warren County Records (as amended to date, the "**Original Master Declaration**"), encumbering an approximately 172.28 acre mixed use community located in Clearcreek Township, Warren and Montgomery Counties, Ohio.
- B. Declarant desires to amend the Original Master Declaration to clarify certain restrictions with respect to the Property.

- C. Article XII, Section 12.05 of the Original Master Declaration provides that until the Turnover Date, Declarant may, in its sole and absolute discretion, unilaterally amend the Master Declaration at any time and from time to time, without the consent of any other Owners, and that an amendment to the Master Declaration done by Declarant shall not require the joinder or consent of the Master Association, other Owners, mortgagees or any other person. Furthermore, such Section provides that any amendments to the Master Declaration shall require the consent of the Board of Clearcreek Township Trustees, which consent has been obtained
- D. Article II, Section 2.45 of the Original Master Declaration provides that the Turnover Date is the date upon which Declarant transfers the last SF Lot or Lifestyle Lot owned by Declarant within the Planned Unit Development, and otherwise no longer owns any SF Lots, Lifestyle Lots or land in the Planned Unit Development (exclusive of the Commercial Area). Declarant remains the Owner of the vast majority of SF Lots and Lifestyle Lots in the Planned Unit Development.

NOW, THEREFORE, the Declarant hereby amends the Original Master Declaration as follows:

1. **Recitals.** The above Recitals are incorporated in and made a part of this Second Amendment.
2. **Definitions.** Capitalized words used in this Second Amendment but not defined herein shall have the meanings ascribed to them in the Original Master Declaration. Terms defined in this Second Amendment shall have the meanings given to them herein when used in this Second Amendment and also when used in the Original Master Declaration unless (in either instance) the context clearly implies otherwise. Without limiting the foregoing, and as an example of the meaning of the immediately preceding sentence, as used herein and in the Original Master Declaration (unless the context clearly implies otherwise) the term "Master Declaration" shall mean the Original Master Declaration as previously amended and as amended by this Second Amendment and as the same may be hereafter properly amended.
3. **Specific Amendments.**
 - a. Section 7.08 is hereby deleted in its entirety. Any provision in the Master Declaration referencing Section 7.08 or a Real Estate Transfer Assessment shall be amended accordingly to delete such reference to Section 7.08 or a Real Estate Transfer Assessment, as appropriate.

- b. Subsection 11.01.06 is hereby amended by deleting such subsection in its entirety and inserting the following subsection in its place:

11.01.06 *Animal Maintenance*. No animals shall be permitted outside of a Home in the Lifestyle Community unless accompanied by its Owner. The Master Association shall have the right to restrict certain dog breeds within the Lifestyle Community.

- c. Section 11.01 is hereby amended by adding the following subsection at the end of such section:

11.01.07 *Fences*. Fences shall not be permitted on any Lifestyle Lot, unless approved in writing by the Master Association.

- d. Subsection 11.02.04 is hereby deleted in its entirety.

- e. Section 11.03 is hereby amended by deleting such section in its entirety and inserting the following in its place:

11.03 **Maintenance by Lifestyle Lot Owner**. Each Lifestyle Lot Owner and Occupant shall have the exclusive duty to (a) maintain the interior of his or her Home in good condition and repair, (b) keep the exterior and interior of such Home and the adjacent Common Areas free from debris, rubbish, rubble and other conditions created by such Lifestyle Lot Owners or Occupants or their guests, (c) maintain any fences, gates, patios, decks, improvements and any improvements or landscaping installed by an Owner within a Lifestyle Lot.

4. **Full Force and Effect**. Except as amended and supplemented herein, all of the covenants, conditions, easements and restrictions of the Master Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration to be signed on this 24th day of September, 2012.

SORAYA FARMS, LLC

By: 

Its: President Manager

STATE OF OHIO)
) SS:
COUNTY OF WARREN)

The foregoing instrument was acknowledged before me this 27th day of September, 2012 by Sherry Calles, manager of SORAYA FARMS, LLC, an Ohio Limited Liability Company, on behalf of said Company.


Notary Public

THIS INSTRUMENT PREPARED BY:
Monica L. Gearding
Taft Stettinius & Hollister LLP
425 Walnut Street, Suite 1800
Cincinnati, Ohio 45202
(513) 381-2838



GAIL M. PERKINS, Notary Public
In and for the State of Ohio
My Commission Expires Sept. 11, 2016

BOOK 5690 PAGE 788

Legal Description For 172.286 Acres
Section 27, Township 3, Range 5, M.Rs.
Warren County, Ohio
July 28, 2008

05-27-176-017
017
015

R/H DWB
S/WB

2
2

Part of Section 27, Township 3, Range 5, M.Rs., Warren County, Ohio and being that part of the 179.077 acres conveyed to Soraya Farms, LLC as recorded in Official Record Book 2687, Page 240 located in Warren County (all references to deed books, official records, microfiche numbers, survey records and plats refer to the Warren County Recorder's Office, Warren County, Ohio) and being more particularly described as follows;

Commencing from a 5/8" iron pin with a cap stamped "SWD 4213" found at the Northwest Corner of said Section 27, thence along the west line of said Section 27 South 00°52'22" East, 302.77 feet to a 5/8" iron pin with a cap stamped "CESO INC" set at the Montgomery and Warren County Line and being the Point of Beginning of the following described tract of land;

thence along said county line South 89°51'27" East, 812.25 feet to a 5/8" iron pin with a cap stamped "CESO INC" set on the west line of Centerville Forest Section Two as recorded in Plat Book 3, Page 307;

thence along the west and south lines of said Centerville Forest Section Two and Centerville Forest Section One as recorded in Plat Book 3, Page 283 the following four (4) courses;

- 1) South 01°06'13" East, 869.22 feet to a set 5/8" iron pin with a cap stamped "CESO INC";
- 2) North 89°25'17" East, 784.31 feet to a set 5/8" iron pin with a cap stamped "CESO INC";
- 3) South 01°04'18" East, 666.31 feet to a set 5/8" iron pin with a cap stamped "CESO INC";
- 4) North 81°00'53" East, 994.78 feet to a 5/8" iron pin with a cap stamped "CESO INC" set

on the west right-of-way line of State Route 48;

thence along said right-of-way line South 00°57'45" East, 1607.00 feet to a 5/8" iron pin with a cap stamped "SWD 4213" found on the north line of a 2.5 acre tract conveyed to Carol R. Leahy as recorded in Official Record 285, Page 42;

thence along said north line South 81°01'22" West, 579.59 feet to a 5/8" iron pin with a cap stamped "SWD 4213" found at the northwest corner of said 2.5 acre tract conveyed to Carol R. Leahy;

thence along the west line of the following five (5) tracts;

- 1) a 2.5 acre tract conveyed to Carol R. Leahy as recorded in Official Record 285, Page 42;
- 2) a 2.5 acre tract conveyed to Janet Hicks as recorded in Official Record 303, Page 561 and Official Record 463, Page 589;
- 3) a 5.0 acre tract conveyed to James L. Hillard, Jr. as recorded in Official Record 3434, Page 667;
- 4) a 2.5 acre tract conveyed to Alice L. Schneider, Trustee as recorded in Official Record 1314, Page 203, South 00°57'45" East, 1117.77 feet to a 5/8" iron pin with a cap stamped "CESO INC" set at the northeast corner of a 3.631 acre tract conveyed to Ronald E. Appenzeller, et al as recorded in Official Record 3663, Page 555;

thence along the north line of the following seven (7) tracts;

- 1) said 3.631 acre tract conveyed to Ronald E. Appenzeller, et al;
- 2) a 3.9686 acre tract conveyed to Ronald E. Appenzeller, et al as recorded in Official Record 3663, Page 555
- 3) a 3.0 acre tract conveyed to Paul Alan Krasnesky and Wilma Diana Heflin as recorded in Official Record 4197, Page 420;

BOOK 5690 PAGE 789

BOOK 4955 PAGE 619

- 4) a 3.0 acre tract conveyed to Mark Gillespie as recorded in Official Record 1417, Page 438
- 5) a 3.0 acre tract conveyed to Valerie J. Smith as recorded in Official Record 1287, Page 373
- 6) a 3.0 acre tract conveyed to Jeffrey A. Miko as recorded in Official Record 2368, Page 31
- 7) a 3.0 acre tract conveyed to Joseph P. Taulbee as recorded in Official Record 4254, Page 752, South 79°43'44" West, 1527.06 feet to a 5/8" iron pin with a cap stamped "CESO INC" set at the northwest corner of said 3.0 acre tract conveyed to Joseph P. Taulbee, passing a found 5/8" iron pin at a distance of 1523.88 feet;

thence along the west line of said 3.0 acre Taulbee tract South 00°57'45" East, 696.97 feet to the centerline of Lytle-Five Points Road, passing 1" iron pipe with a cap stamped "SWD 4213" at a distance of 656.36 feet and passing a found railroad spike at a distance of 696.78 feet;

thence along said centerline South 79°44'31" West; 53.40 feet to the southeast corner of a 10.352 acre tract conveyed to Beverly T. Ungerleider as recorded in Official Record 500, Page 532, witness a found railroad spike, being North 16°01'49" West, 0.69 feet;

thence along the east line of said 10.352 Ungerleider tract and the east line of a 29.832 acre tract conveyed to Beverly T. Ungerleider as recorded in Official Record 1169, Page 704 North 00°43'14" West, 2764.71 feet to the northeast corner of said 29.832 acre tract, witness a found 1" iron pipe, being North 11°39'46" East, 0.20 feet, passing a found iron pipe at a distance of 917.88 and 0.41 feet east of line;

thence along the north line of said 29.832 acre tract South 80°35'54" West, 471.93 feet to the west line of said Section 27, witness a found stone, being North 41°48'43" East, 0.36 feet;

thence along said west line, also being the east line of a 71.1578 acre tract conveyed to Daniel J. Kahmann, Trustee as recorded in Official Record 2934, Page 757 and the east line of a 116.9699 acre tract conveyed to Bradstreet Family Limited Partnership as recorded in Official Record 1380, Page 176 North 00°52'22" West, 2480.37 feet to the Point of Beginning, containing 172.286 acres (172.277 acres per deed), passing a found 1/2" iron pin at a distance of 1396.72 feet, subject however to all covenants, conditions, restrictions and easements contained in any instrument of record pertaining to the above described tract of land.

The basis of bearings is the deed to Soraya Farms, Inc. as recorded in Official Record Book 2687, Page 240, which is based on a survey by Shaw Weiss and DeNaples, dated 01/6/93 and recorded in Survey Volume 86, Plat No. 20.

This description was prepared by David R. Barnhart, P.S., #7646, Ohio, CESO, Inc., 8534 Yankee Street, Dayton, Ohio 45458 and is based on fieldwork in October 2002 and March 2007.

David R. Barnhart 7/28/08
 David R. Barnhart, P.S. #7646, Ohio Date

K:\O\hr\040 Soraya Farms\Design\survey\descriptions\040 Warren County Parcel 07-34-08.doc



Save and except:
 34.0903 ac. as platted into Soraya Farms Sect. 1
 and recorded in plat Book 82 Pages 44-46
 J.W.

BOOK 4955 PAGE 620

BOOK 5690 PAGE 790

SUBDIVISION PLAT LEGAL DESCRIPTION OF SORAYA FARMS SECTION 1

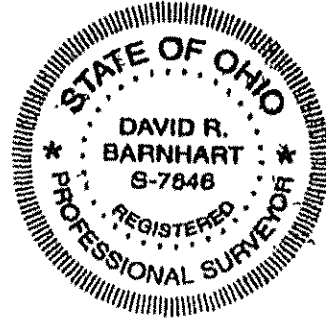
Situated in Section 27, Township 3, Range 5, M.Rs., Clearcreek Township, Warren County, Ohio, being part of Soraya Farms Section 1 as recorded in Plat Book 82, Pages 44-46 (all references to deed books, official records, microfiche numbers, survey records and plats refer to the Warren County Recorder's Office, Warren County, Ohio) and being more particularly described as follows;

Being all of Lots 21 through 27 of Soraya Farms Section 1 recorded in Plat Book 82, Pages 44-46.

The basis of bearings is the deed to Soraya Farms, Inc. as recorded in Official Record Book 2687, Page 240, which is based on a survey by Shaw Weiss and DeNaples, dated 01/6/93 and recorded in Survey Volume 86, Plat No. 20.

This description was prepared by David R. Barnhart, P.S., #7646, Ohio, CESO, Inc., 8534 Yankee Street, Dayton, Ohio 45458 and is based on fieldwork in October 2002 and March 2007.

David R. Barnhart 6/04/09
David R. Barnhart, P.S. #7646, Ohio Date



05-27-335-002 Lot 21
05-27-335-003 Lot 22
05-27-335-004 Lot 23 R/N
05-27-335-005 Lot 24
05-27-335-006 Lot 25
05-27-335-007 Lot 26
05-27-173-001 Lot 27

DWB
all/DWB

~~BOOK 4955 PAGE 621~~

BOOK 5690 PAGE 791

**Legal Description For
Soraya Farms Lifestyle Community
Clearcreek Township, Warren County
September 17, 2009**

Situated in Section 27, Township 3, Range 5, M.Rs., Clearcreek Township, Warren County, Ohio, being all of Lot 1 through Lot 49 of Soraya Farms Lifestyle Community Section 1 as recorded in Plat Book 83, Pages 17, 18 & 19 (all references to deed books, official records, microfiche numbers, survey records and plats refer to the Warren County Recorder's Office, Warren County, Ohio) and being more particularly described as follows;

The basis of bearings is the deed to Soraya Farms, Inc. as recorded in Official Record Book 2687, Page 240, which is based on a survey by Shaw Weiss and DeNaples, dated 01/6/93 and recorded in Survey Volume 86, Plat No. 20.

This description was prepared by David R. Barnhart, P.S., #7646, Ohio, CESO, Inc., 8534 Yankee Street, Dayton, Ohio 45458 and is based on fieldwork in October 2002 and March 2007.

David R. Barnhart 9/17/09
David R. Barnhart, P.S. #7646, Ohio Date



05-27-177-035	Lot 1	05-27-177-052	Lot 18	05-27-177-068	R/N Lot 34
05-27-177-036	Lot 2	05-27-177-053	Lot 19	05-27-177-069	R/N Lot 35
05-27-177-037	Lot 3	05-27-177-054	Lot 20	05-27-177-070	R/N Lot 36
05-27-177-038	Lot 4	05-27-177-055	Lot 21	05-27-177-071	Lot 37
05-27-177-039	Lot 5	05-27-177-056	Lot 22	05-27-177-072	Lot 38
05-27-177-040	Lot 6	05-27-177-057	R/N Lot 23	05-27-177-073	Lot 39
05-27-177-041	Lot 7	05-27-177-058	R/N Lot 24	05-27-177-074	Lot 40
05-27-177-042	Lot 8	05-27-177-059	Lot 25	05-27-177-075	Lot 41
05-27-177-043	Lot 9	05-27-177-060	Lot 26	05-27-177-076	Lot 42
05-27-177-044	Lot 10	05-27-177-061	Lot 27	05-27-177-077	Lot 43
05-27-177-045	Lot 11	05-27-177-062	Lot 28	05-27-177-078	Lot 44
05-27-177-046	Lot 12	05-27-177-063	Lot 29	05-27-177-079	Lot 45
05-27-177-047	Lot 13	05-27-177-064	Lot 30	05-27-177-080	Lot 46
05-27-177-048	Lot 14	05-27-177-065	Lot 31	05-27-177-081	Lot 47
05-27-177-049	Lot 15	05-27-177-066	Lot 32	05-27-177-082	Lot 48
05-27-177-050	Lot 16	05-27-177-067	R/N Lot 33	05-27-177-083	Lot 49
05-27-177-051	Lot 17				

BOOK 5690 PAGE 792

BOOK 4955 PAGE 622

all DWB

DWB

**Legal Description For
Shoppes of Soraya Farms
Clearcreek Township, Warren County
September 17, 2009**

Situated in Section 27, Township 3, Range 5, M.Rs., Clearcreek Township, Warren County, Ohio, being all of Lot 19A, Lot 19B, Lot 20A and Lot 20B of The Shoppes of Soraya Farms as recorded in Plat Book 83, Pages 15 & 16 (all references to deed books, official records, survey records and plats refer to the Warren County Recorder's Office, Warren County, Ohio).

The basis of bearings is the deed to Soraya Farms, Inc. as recorded in Official Record Book 2687, Page 240, which is based on a survey by Shaw Weiss and DeNaples, dated 01/6/93 and recorded in Survey Volume 86, Plat No. 20.

This description was prepared by David R. Barnhart, P.S., #7646, Ohio, CESO, Inc., 8534 Yankee Street, Dayton, Ohio 45458 and is based on fieldwork in October 2002 and March 2007.

David R. Barnhart 9/17/09
David R. Barnhart, P.S. #7646, Ohio Date

Parcels 05-27-177-032 - Lot 19A
05-27-177-033 - Lot 19B
05-27-335-008 - Lot 20A
05-27-335-009 - Lot 20B

DWB

DWB



BOOK 5690 PAGE 793

BOOK 4955 PAGE 623

TRANSFER NOT NECESSARY
MATT NOLAN, AUDITOR
WARREN COUNTY, OHIO

DEC 15 2021

MATT NOLAN
AUDITOR, WARREN CO. OHIO



8 8 2 3 7 4 5

Tx:4468856

LINDA ODA
WARREN COUNTY RECORDER

2021-056129

DECLARATION
12/15/2021 01:04:20 PM
REC FEE: 98.00 PGS: 10
PIN:

$\frac{10}{98}$ LM

**FOURTH AMENDMENT TO THE
AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS,
RESTRICTIONS, EASEMENTS, ASSESSMENTS, AND ASSESSMENTS LIENS**

FOR

SORAYA FARMS SUBDIVISION

CLEARCREEK TOWNSHIP, WARREN AND MONTGOMERY COUNTY, OHIO

THIS FOURTH AMENDMENT TO THE AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, ASSESSMENTS, AND ASSESSMENTS LIENS FOR SORAYA FARMS SUBDIVISION (this "**Amendment**") made effective as of December 31, 2021 by SORAYA FARMS, LLC, an Ohio Limited Liability Company ("**Declarant**").

RECITALS:

- A. On June 12, 2009, Declarant caused an Amended and Restated Master Declaration of Covenants, Restrictions, Easements, Assessments, and Assessments Liens For Soraya Farms Subdivision to be filed for record as Document No. 740692, OR Vol. 4896, Pages 1-84, as amended by a First Amendment to Amended and Restated Master Declaration of Covenants, Restrictions, Easements, Assessments, and Assessments Liens For Soraya Farms Subdivision filed for record on September 17, 2009 as Document No. 753218, OR Vol. 4955, Page 602, as amended by a Second Amendment to the Amended and Restated Master Declaration of Covenants, Restrictions, Easements, Assessments, and Assessments Liens For Soraya Farms Subdivision filed for record on November 15, 2012 as Document No. 893685, OR Vol. 5690, Page 785, and as amended by a Third Amendment to the Amended and Restated Master Declaration of Covenants, Restrictions, Easements, Assessments, and Assessments Liens For Soraya Farms Subdivision filed for record on December 1, 2017 as Document No. 2017-036999, all in the Warren County Records (as amended to date, the "**Original Master Declaration**"), encumbering an approximately 172.28 acre mixed use community located in Clearcreek Township, Warren and Montgomery Counties, Ohio and more particularly described in Exhibit A attached hereto and incorporated herein.

- B. Article XII, Section 12.05 of the Original Master Declaration provides that until the Turnover Date, Declarant may, in its sole and absolute discretion, unilaterally amend the Master Declaration at any time and from time to time, without the consent of any other Owners, and that an amendment to the Master Declaration done by Declarant shall not require the joinder or consent of the Master Association, other Owners, mortgagees or any other person. Furthermore, such Section provides that any amendments to the Master Declaration shall require the consent of the Board of Clearcreek Township Trustees, which consent has been obtained.
- C. Article II, Section 2.45 of the Original Master Declaration provides that the Turnover Date is the date upon which Declarant transfers the last SF Lot or Lifestyle Lot owned by Declarant within the Planned Unit Development, and otherwise no longer owns any SF Lots, Lifestyle Lots or land in the Planned Unit Development (exclusive of the Commercial Area). Declarant remains the Owner of one or more SF Lots and Lifestyle Lots in the Planned Unit Development.
- D. Declarant desires to amend the Original Master Declaration Declarant to simplify the calculation of the Lifestyle Community Assessments with the intention of maintaining the original intent of such calculation, but creating more predictable increases in the annual amount of such Lifestyle Community Assessments and helping reduce significant future increases in such assessments.

NOW, THEREFORE, the Declarant hereby amends the Original Master Declaration as follows:

1. **Recitals.** The above Recitals are incorporated in and made a part of this Amendment.
2. **Definitions.** Capitalized words used in this Amendment but not defined herein shall have the meanings ascribed to them in the Original Master Declaration. Terms defined in this Amendment shall have the meanings given to them herein when used in this Amendment and also when used in the Original Master Declaration unless (in either instance) the context clearly implies otherwise. Without limiting the foregoing, and as an example of the meaning of the immediately preceding sentence, as used herein and in the Original Master Declaration (unless the context clearly implies otherwise) the term "Master Declaration" shall mean the Original Master Declaration as previously amended and as amended by this Amendment and as the same may be hereafter properly amended.
3. **Specific Amendments.** Effective as of January 1, 2022, Section 11.07.02 shall be deleted in its entirety and replaced with the following Section 11.07.02:

11.07.02 Lifestyle Community Assessments. The costs incurred by the Master Association in connection with the general operation, administration, maintenance and repair of the Lifestyle Community and the Lifestyle Lots within the Lifestyle Community

(“**Lifestyle Operating Costs**”) shall be assessed to and shared by all of the Owners of the Lifestyle Lots within the Lifestyle Community in accordance with this Subsection 11.07.02, such amounts being an encumbrance upon all such Lifestyle Lots (collectively, the “**Lifestyle Community Assessments**”). No Lifestyle Lot Owner may gain exemption from liability for any Lifestyle Community Assessment by waiving or foregoing the use or enjoyment of or by abandoning his/her Lot.

11.07.02.1 The amount of the Lifestyle Community Assessment that will be assessed to each Lifestyle Lot Owner annually shall be the same for each Lifestyle Lot, regardless of type or style of Home, and shall be established based upon the costs described in Subsections (1) and (2) below. At the discretion of the Master Board, such amount may be increased annually by the estimated percentage the Lifestyle Operating Costs are expected to increase based upon prior year increases in Lifestyle Operating Costs, as long as the specified amounts and estimation of percentage increases do not result in material overpayment or deficiency in any assessment year. The Lifestyle Community Assessments established by the Master Board for the 2022 operating year are \$2,580.00 for each Lifestyle Lot. The Lifestyle Community Assessments may be billed on a monthly, quarterly, semi-annual or annual basis, as determined by the Master Association or Declarant. The Lifestyle Community Assessment shall be paid in accordance with the procedures set forth in the Rules and Regulations.

(1) a portion of the Lifestyle Community Assessment apportioned to a Lifestyle Lot for an assessment year is based upon the aggregate cost for such assessment year to operate, administer, maintain and repair any and all landscaping and improvements in the Lifestyle Community which are common areas for the benefit of all Lifestyle Lots and any and all landscaping and site improvements (other than the homes) located on the Lifestyle Lots which the Master Association is required to maintain and repair pursuant to Section 11.02 above (which may include amounts, if any, for a reserve fund for such assessments, as may be determined by the Master Board, plus any deficiency in assessments for such costs for the prior assessment year), divided by the sum of the total number of Lifestyle Lots in the Lifestyle Community;

(2) the remainder of the Lifestyle Community Assessments apportioned to a Lifestyle Lot for an assessment year is based upon the aggregate cost for such assessment year to maintain and repair the exterior of all Homes located on the Lifestyle Lots which the Master Association are required to maintain and repair pursuant to Section 11.02 above (which may include amounts, if any, for a reserve fund for such assessments, as may be determined by the Master Board, plus any deficiency in assessments for such costs for the prior assessment year, collectively, the “**Annual Home Maintenance Assessment**”), divided by the sum of the total number of Lifestyle Lots in the Lifestyle Community.

11.07.02.2 The Lifestyle Community Assessments shall be due and payable on January 1 of each year (unless the Master Board or Declarant determines to bill such assessments monthly, quarterly or semi-annually). The first assessment for any Lifestyle Lot Owner may be prorated for the balance of such assessment year and shall become due and payable and a lien on the date such Lifestyle Lot Owner acquires title to its Lifestyle Lot. The Master Board or the Declarant may from time to time determine the manner and schedule of payments. The Master Board or the Declarant shall make reasonable efforts to fix the estimated

amount of the Lifestyle Community Assessment in accordance with this Section 11.07.02 at least thirty (30) days in advance of the date such Lifestyle Community Assessment is due and payable. The Master Board or Declarant shall send each Lifestyle Lot Owner written notice of the Lifestyle Community Assessment for each assessment year.

4. **Full Force and Effect.** Except as amended and supplemented herein, all of the covenants, conditions, easements and restrictions of the Master Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Amendment to be signed on this 3rd day of Dec, 2021.

SORAYA FARMS, LLC

By: Shay Oakes
Its: PRESIDENT

STATE OF OHIO)
COUNTY OF WARREN) SS:

The foregoing instrument was acknowledged before me this 3 day of December, 2021 by Shay Oakes, President of SORAYA FARMS, LLC, an Ohio Limited Liability Company, on behalf of said Company.



Amber Madsen, Notary Public
In and for the State of Ohio
My Commission Expires May 25, 2022

Amber Madsen
Notary Public

THIS INSTRUMENT PREPARED BY:
Monica L. Gearding, Taft Stettinius & Hollister LLP
425 Walnut Street, Suite 1800, Cincinnati, Ohio 45202

EXHIBIT A
Legal Description of Property

**STAMP ADDED
TO CAPTURE IMAGE**

**STAMP ADDED
TO CAPTURE IMAGE**

**STAMP ADDED
TO CAPTURE IMAGE**

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY
PAGE 1 OF 1

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY
PAGE 1 OF 1

Exhibit "A"

Legal Description For 172.286 Acres
Section 27, Township 3, Range 5, M.Rs.
Warren County, Ohio
July 28, 2008

05-27-176-045



017

2

R/N DWB
SMB
R/N
K

Part of Section 27, Township 3, Range 5, M.Rs., Warren County, Ohio and being that part of the 179.077 acres conveyed to Soraya Farms, LLC as recorded in Official Record Book 2687, Page 240 located in Warren County (all references to deed books, official records, microfiche numbers, survey records and plats refer to the Warren County Recorder's Office, Warren County, Ohio) and being more particularly described as follows;

Commencing from a 5/8" iron pin with a cap stamped "SWD 4213" found at the Northwest Corner of said Section 27, thence along the west line of said Section 27 South 00°52'22" East, 302.77 feet to a 5/8" iron pin with a cap stamped "CBSO INC" set at the Montgomery and Warren County Line and being the Point of Beginning of the following described tract of land;

thence along said county line South 89°51'27" East, 812.25 feet to a 5/8" iron pin with a cap stamped "CBSO INC" set on the west line of Centerville Forest Section Two as recorded in Plat Book 3, Page 307;

thence along the west and south lines of said Centerville Forest Section Two and Centerville Forest Section One as recorded in Plat Book 3, Page 283 the following four (4) courses;

- 1) South 01°06'13" East, 869.22 feet to a set 5/8" iron pin with a cap stamped "CBSO INC";
- 2) North 89°25'17" East, 784.31 feet to a set 5/8" iron pin with a cap stamped "CBSO INC";
- 3) South 01°04'18" East, 666.31 feet to a set 5/8" iron pin with a cap stamped "CBSO INC";
- 4) North 81°00'53" East, 994.78 feet to a 5/8" iron pin with a cap stamped "CBSO INC" set

on the west right-of-way line of State Route 48;

thence along said right-of-way line South 00°57'45" East, 1607.00 feet to a 5/8" iron pin with a cap stamped "SWD 4213" found on the north line of a 2.5 acre tract conveyed to Carol R. Leahy as recorded in Official Record 285, Page 42;

thence along said north line South 81°01'22" West, 579.59 feet to a 5/8" iron pin with a cap stamped "SWD 4213" found at the northwest corner of said 2.5 acre tract conveyed to Carol R. Leahy;

thence along the west line of the following five (5) tracts;

- 1) a 2.5 acre tract conveyed to Carol R. Leahy as recorded in Official Record 285, Page 42;
- 2) a 2.5 acre tract conveyed to Janet Hloks as recorded in Official Record 303, Page 561 and Official Record 463, Page 589;
- 3) a 5.0 acre tract conveyed to James L. Hillard, Jr. as recorded in Official Record 3434, Page 667;
- 4) a 2.5 acre tract conveyed to Alice L. Schneider, Trustee as recorded in Official Record 1314, Page 203, South 00°57'45" East, 1117.77 feet to a 5/8" iron pin with a cap stamped "CBSO INC" set at the northeast corner of a 3.631 acre tract conveyed to Ronald B. Appenzeller, et al as recorded in Official Record 3663, Page 555;

thence along the north line of the following seven (7) tracts;

- 1) said 3.631 acre tract conveyed to Ronald B. Appenzeller, et al;
- 2) a 3.9686 acre tract conveyed to Ronald B. Appenzeller, et al as recorded in Official Record 3663, Page 555
- 3) a 3.0 acres tract conveyed to Paul Alan Krasnesky and Wilma Diana Heflin as recorded in Official Record 4197, Page 420;

- 4) a 3.0 acre tract conveyed to Mark Gillespie as recorded in Official Record 1417, Page 438
- 5) a 3.0 acre tract conveyed to Valeris J. Smith as recorded in Official Record 1287, Page 373
- 6) a 3.0 acre tract conveyed to Jeffrey A. Miko as recorded in Official Record 2368, Page 31
- 7) a 3.0 acre tract conveyed to Joseph P. Taulbee as recorded in Official Record 4254, Page 752, South 79°43'44" West, 1527.06 feet to a 5/8" iron pin with a cap stamped "CBSO INC" set at the northwest corner of said 3.0 acre tract conveyed to Joseph P. Taulbee, passing a found 5/8" iron pin at a distance of 1523.88 feet;
 thence along the west line of said 3.0 acre Taulbee tract South 00°57'45" East, 696.97 feet to the centerline of Lytle-Five Points Road, passing 1" iron pipe with a cap stamped "SWD 4213" at a distance of 656.36 feet and passing a found railroad spike at a distance of 696.78 feet;
 thence along said centerline South 79°44'31" West, 53.40 feet to the southeast corner of a 10.352 acre tract conveyed to Beverly T. Ungerleider as recorded in Official Record 500, Page 532, witness a found railroad spike, being North 16°01'49" West, 0.69 feet;
 thence along the east line of said 10.352 Ungerleider tract and the east line of a 29.832 acre tract conveyed to Beverly T. Ungerleider as recorded in Official Record 1169, Page 704 North 00°43'14" West, 2764.71 feet to the northeast corner of said 29.832 acre tract, witness a found 1" iron pipe, being North 11°39'46" East, 0.20 feet, passing a found iron pipe at a distance of 917.88 and 0.41 feet east of line;
 thence along the north line of said 29.832 acre tract South 80°35'54" West, 471.93 feet to the west line of said Section 27, witness a found stone, being North 41°48'43" East, 0.36 feet;
 thence along said west line, also being the east line of a 71.1578 acre tract conveyed to Daniel J. Kahmann, Trustee as recorded in Official Record 2934, Page 757 and the east line of a 116.9699 acre tract conveyed to Bradstreet Family Limited Partnership as recorded in Official Record 1380, Page 176 North 00°52'22" West, 2480.37 feet to the Point of Beginning, containing 172.286 acres (172.277 acres per deed), passing a found 1/4" iron pin at a distance of 1396.72 feet, subject however to all covenants, conditions, restrictions and easements contained in any instrument of record pertaining to the above described tract of land.

The basis of bearings is the deed to Soraya Farms, Inc. as recorded in Official Record Book 2687, Page 240, which is based on a survey by Shaw Weiss and DeNaples, dated 01/6/93 and recorded in Survey Volume 86, Plat No. 20.

This description was prepared by David R. Barnhart, P.S., #7646, Ohio, CBSO, Inc., 8534 Yankee Street, Dayton, Ohio 45458 and is based on fieldwork in October 2002 and March 2007.

David R. Barnhart 7/28/08
 David R. Barnhart, P.S., #7646, Ohio Date

K:\01\0340 Soraya Farms\Design\survey\descriptions\0340 Warren County Parcel 07-34-03.dwg



Save and except:
 34.0903 ac. as platted into Soraya Farms sect. 1
 and recorded in plat Book 82 Pages 44-46
 JH

SUBDIVISION PLAT LEGAL DESCRIPTION OF SORAYA FARMS SECTION 1

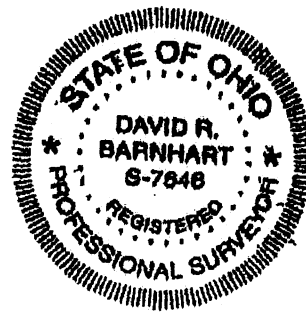
Situated in Section 27, Township 3, Range 5, M.Rs., Clearcreek Township, Warren County, Ohio, being part of Soraya Farms Section 1 as recorded in Plat Book 82, Pages 44-46 (all references to deed books, official records, microfiche numbers, survey records and plats refer to the Warren County Recorder's Office, Warren County, Ohio) and being more particularly described as follows;

Being all of Lots 21 through 27 of Soraya Farms Section 1 recorded in Plat Book 82, Pages 44-46.

The basis of bearings is the deed to Soraya Farms, Inc. as recorded in Official Record Book 2687, Page 240, which is based on a survey by Shaw Weiss and DeNaples, dated 01/6/93 and recorded in Survey Volume 86, Plat No. 20.

This description was prepared by David R. Barnhart, P.S., #7646, Ohio, CESA, Inc., 8534 Yankee Street, Dayton, Ohio 45458 and is based on fieldwork in October 2002 and March 2007.

David R. Barnhart 6/04/09
David R. Barnhart, P.S. #7646, Ohio Date



- 05-27-335-002 Lot 21
- 05-27-335-003 Lot 22
- 05-27-335-004 Lot 23 R/N
- 05-27-335-005 Lot 24
- 05-27-335-006 Lot 25
- 05-27-335-007 Lot 26
- 05-27-173-001 Lot 27 R/N

DWB
KP
all / DWB

**Legal Description For
Shoppes of Soraya Farms
Clearcreek Township, Warren County
September 17, 2009**

Situated in Section 27, Township 3, Range 5, M.Rs., Clearcreek Township, Warren County, Ohio, being all of Lot 19A, Lot 19B, Lot 20A and Lot 20B of The Shoppes of Soraya Farms as recorded in Plat Book 83, Pages 15 & 16 (all references to deed books, official records, survey records and plats refer to the Warren County Recorder's Office, Warren County, Ohio).

The basis of bearings is the deed to Soraya Farms, Inc. as recorded in Official Record Book 2687, Page 240, which is based on a survey by Shaw Weiss and DeNaples, dated 01/6/93 and recorded in Survey Volume 86, Plat No. 20.

This description was prepared by David R. Barnhart, P.S., #7646, Ohio, CESO, Inc., 8534 Yankee Street, Dayton, Ohio 45458 and is based on fieldwork in October 2002 and March 2007.

David R. Barnhart 9/17/09
David R. Barnhart, P.S. #7646, Ohio Date

- Parcels 05-27-177-032 - Lot 19A
- 05-27-177-033 - Lot 19B
- 05-27-335-008 - Lot 20A
- 05-27-335-009 - Lot 20B

CE04
DWB
DWB &



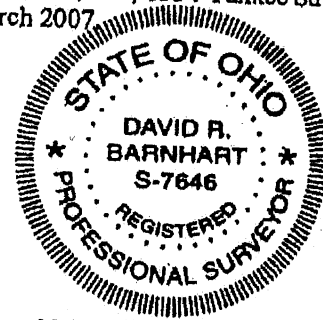
**Legal Description For
Soraya Farms Lifestyle Community
Clearcreek Township, Warren County
September 17, 2009**

Situated in Section 27, Township 3, Range 5, M.Rs., Clearcreek Township, Warren County, Ohio, being all of Lot 1 through Lot 49 of Soraya Farms Lifestyle Community Section 1 as recorded in Plat Book 83, Pages 17, 18 & 19 (all references to deed books, official records, microfiche numbers, survey records and plats refer to the Warren County Recorder's Office, Warren County, Ohio) and being more particularly described as follows;

The basis of bearings is the deed to Soraya Farms, Inc. as recorded in Official Record Book 2687, Page 240, which is based on a survey by Shaw Weiss and DeNaples, dated 01/6/93 and recorded in Survey Volume 86, Plat No. 20.

This description was prepared by David R. Barnhart, P.S., #7646, Ohio, CESO, Inc., 8534 Yankee Street, Dayton, Ohio 45458 and is based on fieldwork in October 2002 and March 2007.

David R. Barnhart 9/17/09
David R. Barnhart, P.S. #7646, Ohio Date



05-27-177-035	Lot 1	05-27-177-052	R/N	Lot 18	05-27-177-068	R/N	Lot 34
05-27-177-036	Lot 2	05-27-177-053	R/N	Lot 19	05-27-177-069	R/N	Lot 35
05-27-177-037	Lot 3	05-27-177-054		Lot 20	05-27-177-070	R/N	Lot 36
05-27-177-038	Lot 4	05-27-177-055		Lot 21	05-27-177-071		Lot 37
05-27-177-039	Lot 5	05-27-177-056		Lot 22	05-27-177-072		Lot 38
05-27-177-040	Lot 6	05-27-177-057	R/N	Lot 23	05-27-177-073		Lot 39
05-27-177-041	Lot 7	05-27-177-058	R/N	Lot 24	05-27-177-074		Lot 40
05-27-177-042	Lot 8	05-27-177-059		Lot 25	05-27-177-075		Lot 41
05-27-177-043	Lot 9	05-27-177-060		Lot 26	05-27-177-076		Lot 42
05-27-177-044	Lot 10	05-27-177-061		Lot 27	05-27-177-077		Lot 43
05-27-177-045	Lot 11	05-27-177-062		Lot 28	05-27-177-078		Lot 44
05-27-177-046	Lot 12	05-27-177-063		Lot 29	05-27-177-079	R/N	Lot 45
05-27-177-047	Lot 13	05-27-177-064		Lot 30	05-27-177-080	R/N	Lot 46
05-27-177-048	Lot 14	05-27-177-065		Lot 31	05-27-177-081	R/N	Lot 47
05-27-177-049	Lot 15	05-27-177-066		Lot 32	05-27-177-082	R/N	Lot 48
05-27-177-050	Lot 16	05-27-177-067	R/N	Lot 33	05-27-177-083		Lot 49
05-27-177-051	Lot 17						

CESU
CEO
2009
Sep.

KP