

KAY ROGERS

BY DR 2-3-00 DEPT:

AUDITOR, BUTLER CO., OHIO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR
THE HOME OWNERS ASSOCIATION OF TYLER'S RESERVE

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Filed for Record in
BUTLER COUNTY, OHIO
DANNY N CRANK
On 02-03-2000 At 02:15:04 pm.
DECLARATION 110.00
OR Book 6446 Page 1167 - 1192

THIS DECLARATION, is made on the date hereinafter set forth by Brownstone Development Company, an Ohio corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner of the real property located in the Union Township, Butler County, Ohio which is more fully described in Exhibit "A" hereof and desires to create thereon a residential community with an entryway sign and related facilities and landscaping, landscape islands, common areas and recreational facilities for the benefit of said community; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said entryway sign and related facilities and landscaping; for the maintenance of landscape islands within the public rights of way; for the maintenance of drainage easements and related facilities to be constructed within said community; and for the maintenance of common areas and recreational facilities to be constructed within said community, and to this end, desires to subject the real property described in Exhibit "A" hereof to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and the subsequent owners thereof; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an association to which should be delegated and assigned the powers and duties of maintaining and administering: (a) the entryway signs and related facilities and landscaping; (b) the landscape islands; (c) the drainage areas and related facilities; (d) the common areas, including retention and detention basins and recreational facilities (e) the enforcement of the within covenants and restrictions; and (f) the disbursement of the charges and assessments hereinafter created; and

WHEREAS, the Declarant has formed The Home Owners Association of Tyler's Reserve as a non-profit Ohio Corporation for the purpose of carrying out the powers and duties aforesaid.

NOW, THEREFORE, Declarant hereby declares that all of the real estate described in Exhibit "A" attached hereto shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real estate and be binding on all parties having any right, title or interest in it or any part of it, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE 1 - DEFINITIONS

1.1 "Association" shall mean and refer to The Home Owners Association of Tyler's Reserve, its successors and assigns.

1.2 "Board" shall mean the Board of Trustees of The Home Owners Association of Tyler's Reserve.

1.3 "Property" or "Properties" shall mean and refer to that certain real property hereinbefore described in Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of this Declaration and the Association.

1.4 "Lot" shall mean and refer to the physical portion of the Property designated for separate ownership or occupancy, the boundaries of which are graphically shown as Lot 1 through and including Lot 71 on the plat of Tyler's Reserve - Phase One recorded in Plat Envelope 3120 at Pages A, B and C of the Butler County, Ohio Recorder's Plat Records. Any Lot may be subsequently split, replatted, combined or subdivided into one or more new Lots.

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

1.6 "Common Area" or "Common Areas" shall mean the real property (including the improvements thereto) owned by the Association in fee or to be managed or maintained by the Association by virtue of a lease, easement or other agreement.

1.7 "Plat" shall mean and refer to the plat of Tyler's Reserve - Phase One which contains Lot 1 through and including Lot 71 and which is recorded in Plat Envelope 3120 at Pages A, B and C of the Butler County, Ohio Recorder's Plat Records and such replats, lot splits, lot combinations, subdivision plats or the like subsequently filed for record which pertain to all or any part of the Property.

1.8 "Private Drainage Easements" are shown on the Plat and shall include the concrete gutters and outlet structures, storm sewers, manholes, catch basins, pipes, headwalls, dams, aeration systems, streams, ditches, rip rap, and rock if used for channel protection constructed or located within the easement areas.

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

1.10 "Declarant" shall mean and refer to Brownstone Development Company, its successors and assigns. The Declarant, its successors or assigns subject to the terms of this

Declaration, may annex additional adjoining property into the jurisdiction of this Declaration and the Association.

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

ARTICLE II - COMMON AREA AND EASEMENTS

2.1 Description. The Common Area shall be any portion of the Property to be managed or maintained by the Association, whether owned by the Association in fee or controlled by the Association by virtue of an easement, lease or other agreement. The Common Areas (together with any structures or improvements now existing or hereinafter constructed thereon) shall consist of: (a) those parts of the Private Drainage Easements to be maintained and administered by the Association as provided for in this Declaration; (b) the open space easements that are shown on the Plat; (c) the landscape islands located within the public rights of way; and (d) Lot 68 shown on the Plat upon which Declarant will be constructing the swimming pool and related facilities.

2.2 Easements. The Lots and Common Area shall be subject to and benefitted by certain non-exclusive easements. These easements shall be appurtenant to and pass with the title to each Lot.

2.2.1 Owner's Right of Enjoyment. Each Owner and in the case of a rented house, such Owner's tenants, shall have a right to and non-exclusive easement for the enjoyment of, in, and to the Common Areas, and such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

(a) The right of the Association, in accordance with its By-Laws, to borrow money for the purpose of improving the Common Areas, and in aid thereof to mortgage said Common Areas. The Association shall not mortgage the Common Areas except by resolution approved by a vote of two-thirds (2/3) of the total number of votes held by the Members (as that term is hereinafter defined) of each class taken at a special meeting, called for such purpose;

(b) The right of the Association to levy annual and special assessments for the maintenance of the Common Areas and to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

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

(d) The right of the Declarant, its successors and assigns or the Association to make improvements to the Common Areas, even after their conveyance to the Association;

(e) The right of the Declarant, its successors and assigns, and the Association, to erect and maintain signs and landscaping within the easements, as shown upon any plat of subdivision of the Property;

(f) The right of the Association to promulgate and enforce rules and regulations regarding the use of the Common Areas;

(g) The right of the Association to permit the use of the Common Areas and recreational facilities by non-members of the Association for such fees as may be established by the Board;

(h) The right of the Association to suspend (on such terms as the Association may designate) the voting rights and the rights to use of the Common Areas and recreational facilities for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of published rules and regulations; and

(i) The right of the Association to limit the number of guests of Owners that may use the Common Areas or any of the facilities located thereon.

2.2.2 Access. Each Lot is subject to and benefitted by an easement for ingress and egress in favor of the Association for the purpose of performing any of its responsibilities described in this Declaration. Nothing herein shall be construed to provide any right of access to any Lot by any person who is not the Owner of that Lot, except as provided in Section 2.2.1 or Section 2.2.3 of this Declaration.

2.2.3 Drainage. No Owner or Occupant shall do anything within a Lot which shall unreasonably increase or divert the flow of surface water.

2.3 Title to Common Areas. Title to the Common Areas may be conveyed to the Association and if it is, it shall be so conveyed free and clear of all liens and encumbrances; provided, however, that the Declarant shall have the right from time to time to reserve over all or any portion of the Property such easements and rights-of-way as the Declarant deems necessary in connection with the development of the Property or the community, together with the right to dedicate the same and the right of ingress and egress across the Common Areas in connection with the development of the Property. The Declarant's rights hereunder shall not unreasonably interfere with the Owner's easement of enjoyment. The Declarant may also grant the Association easements or leasehold rights to use the Common Areas, subject to such terms, conditions and reservations as Declarant deems appropriate.

2.4 Owner's Delegation Rights. Any Owner may delegate his or her easement rights and rights of enjoyment to the Common Area to the Occupant of his or her Lot. Any Owner who has leased his or her Lot shall be deemed to have delegated such rights. Any such delegation, however, shall be in accordance with and subject to reasonable rules, regulations and limitation as may be adopted by the Association.

2.5 Limitation on Easements. All easements and rights granted herein are subject to:

2.5.1 All restrictions set forth in this Declaration;

2.5.2 Any rules, regulations or limitations adopted by the Association and the right to enforce such rules, regulations and limitations;

2.5.3 The right of the Association to levy assessments as set forth herein; and

2.5.4 All rights granted to the Association in this Declaration.

ARTICLE III - DRAINAGE AND CLEAR SITE EASEMENT

3.1 Association Responsibilities. The Association shall maintain and administer in accordance with guidelines set forth by Butler County, Ohio: (a) that certain clear site easement provided for in the Easement Agreement recorded in Volume 6391 Page 583 of the Official Records of Butler County, Ohio; and (b) any pipes, concrete gutters or mechanical devices serving or being a part of the Private Drainage Easements. By acceptance of such responsibility, the Association shall not be liable for any damage caused by surface water, erosion, landslide or other similar causes, unless such damage was proximately caused by its failure to exercise ordinary care in carrying out its duties and responsibilities. Except as otherwise provided in this Declaration, each Owner shall be responsible for: (a) grass-cutting and vegetation control within the Private Drainage Easements located on his or her Lot; and (b) keeping any Private Drainage Easement located on his or her Lot clean and unobstructed. Notwithstanding the provisions of the preceding sentence, the Association shall be responsible for the maintenance, including, but not limited to grass cutting, of any part of the Property specifically designed or designated for the detention or retention of storm water.

3.2 Dedication. The Association may dedicate or transfer responsibility for surface water drainage to any governmental authority if such dedication or transfer becomes possible.

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

ARTICLE IV - MEMBERSHIP AND VOTING RIGHTS

4.1 Formation and Membership. The Declarant has caused or will cause to be created in accordance with Chapter 1702 of the Ohio Revised Code, a non-profit corporation named The Home Owners Association of Tyler's Reserve. The purposes of the Association are to administer and maintain the Common Areas and to promote the general health, safety, and welfare of the Owners of the Lots. Membership in the Association shall be limited to Owners, and all Owners shall be members (hereinafter "Members" or individually a "Member"). Each Owner, upon acquisition of title to a Lot shall automatically become a member of the Association. Membership shall terminate upon the sale or other disposition of the Lot.

4.2 Voting Rights. The Association shall have two classes of voting membership:

4.2.1 Class A Members shall be all Owners, with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as the Owners may determine, but in no event shall more than one vote be cast with respect to any such Lot.

4.2.2 The Class B Member shall be the Declarant and it shall be entitled to ten (10) votes for each Lot that it owns. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

4.2.2.1 when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

4.2.2.2 January 1, 2008.

Nothing herein shall be construed to prohibit the Class B Member from converting all or part of its Class B membership to Class A membership with the results set forth above at any time earlier than the earlier of the alternative events referred to above, by written statement executed by the Declarant and delivered to the Association.

Any Lot owned by the Association shall not be entitled to a vote.

ARTICLE V - COVENANT FOR MAINTENANCE ASSESSMENT

5.1 Creation of the Lien and Personal Obligation of Assessments. Except as otherwise provided in this Declaration, the Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments; (b) special assessments for capital improvements or other services provided by the Association; and (c) individual assessments. All such assessments are to be fixed, established and collected from time to time as hereinafter provided. The lien for the assessments provided for herein is created by this Declaration. All Owners acquiring an interest in a Lot after the recording of this Declaration take such interest subject to the lien for the assessments. All assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, including, but not limited to, reasonable attorneys' fees, shall be a charge on and shall be a continuing lien upon the Lot and improvements against which such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person, group of persons or entity who was the Owner of such Lot at the time when the assessment fell due.

5.2 Purpose of Assessments. The assessment levied by the Association shall be used to maintain, promote, protect and enhance the value of the Common Areas and to maintain, repair or replace any structures, fixtures, landscaping or other improvements located in the Common Areas.

5.3 Annual General Assessments. An annual general assessment shall be levied on the Lots and Members owning Lots in such amount as determined by the Association to provide and be used for the purpose of: (a) providing grass cutting and maintenance of the Common Areas; (b) providing maintenance and replacement of all trees, shrubbery and plantings located on any of the Common Areas; (c) providing maintenance, repair and replacement of all improvements, fixtures and structures constructed on or under the Common Areas; (d) providing such insurance for the Common Areas and the Association in amounts determined by the Board; (e) paying any real estate taxes and assessments on Common Areas owned in fee by the Association; (f) paying the cost of the utilities, if any, serving Common Areas; (g) paying the cost of management, supervision, legal and accounting expenses incurred by the Association; (h) providing reasonable reserves for contingencies, replacements, maintenance, repairs, other costs incurred by the Association; and (i) providing such other maintenance, repair or replacement of Common Areas as otherwise provided for in this Declaration or as deemed necessary by the Association.

5.4 Special Assessments. In addition to the annual general assessments and individual assessments authorized by this Article V, the Association may levy special assessments, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, or unexpected repair or replacement, of a capital improvement located upon the Common Areas, provided (except in the case of insufficient insurance as set forth in Section 7.3) such special assessments shall have the consent of 66-2/3% of the total number of votes held by the Members of each class. A meeting of the Members shall be duly called for this purpose, written notices of which shall be sent to all Members at least fifteen (15) days in advance of such meeting, which notice shall set forth the purpose of the meeting.

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

5.6 Basis and Apportionment of Assessments. Both annual general assessments and special assessments, as provided for in Sections 5.3 and 5.4, shall be apportioned equally as determined by the Board upon all of the Lots.

5.7 Commencement of Assessments. Except as otherwise provided for in this Declaration, the annual general assessment for each Lot [other than those Lots designated as estate lots (hereinafter "Estate Lots") by the Declarant] shall initially be Four Hundred Fifty and 00/100 (\$450.00) Dollars and shall commence January 25, 2000. The annual general assessment for each of the Estate Lots shall be Five Hundred Fifty and 00/100 (\$550.00) Dollars and shall commence on January 25, 2000. The first annual general assessment shall be pro-rated for the calendar year 2000. An assessment equal to twenty (20%) percent of the annual general assessment shall be allocated to unsold Lots owned by the Declarant and to any vacant Lot until the dwelling constructed thereon is completed and occupied. In the event the Declarant elects to subsidize the Association, those amounts paid by the Declarant to subsidize the Association shall be credited against any assessments owed by the Declarant. All assessments shall be payable in advance in equal installments as

determined by the Board. Failure to mail notices by the dates required shall not affect the rights of the Association to assess Lots as provided herein.

It shall be the duty of the Board to fix the amount of the annual general assessments applicable to each Lot annually. The Board shall make reasonable efforts to fix such amounts, in advance, by the first day of December of each year, and shall, at that time, prepare a roster of the Lots and assessments applicable thereto, which roster may be inspected by any Owner upon reasonable notice to the Board. Written notice of the annual general assessment shall thereupon be sent to the Owner of any Lot subject thereto. Annual general assessments for the year 2000 shall become a lien on each Lot as of the date of the recording of this Declaration with the Butler County, Ohio Recorder. Thereafter, annual general assessments shall become a lien on each Lot on January 1 of each year, beginning January 1, 2001. Failure to mail notices by the dates required shall not affect the right of the Association to assess a Lot as provided herein for its share of the annual general assessment.

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

5.8 Assessments Certificates. The Association shall, upon a written request, furnish to any Owner liable for assessments or to his or her designee a certificate in writing signed by an officer or other authorized agent of the Association, setting forth the status of said assessments, i.e., whether the same are paid or unpaid and the amount outstanding. Such certificate shall be conclusive evidence of the payments of any assessments therein stated to have been paid. A charge not to exceed Fifteen and 00/100 (\$15.00) Dollars may be levied in advance by the Association for each Certificate so delivered.

5.9 Non-Payment of Assessment. Any assessment levied pursuant to these covenants which is not paid on the date when due shall be delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, including reasonable attorney's fees, thereupon become a continuing lien which shall bind such Lot in the hand of the then Owner, his or her heirs, devisees, personal representative and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his or her personal obligation and shall not pass to his or her successors in title unless expressly assumed by the successor.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall include a penalty of Five and 00/100 (\$5.00) Dollars per month, and the Association may bring an action at law against the Owner personally obligated to pay the same, or to foreclose the lien against the Lot, in either of which events, interest, costs and reasonable attorneys' fees shall be added to the amount of each assessment. No Owner may waive or otherwise escape liability for any assessment herein provided for by non-use of any Common Areas or abandonment of his or her Lot.

5.10 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any recorded bona fide first mortgage. Sale or transfer of a Lot shall not affect the lien of the assessments. However, the sale or transfer of a Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of the assessments as to payments which became due prior to such sale or transfer but not liability for any assessments thereafter becoming due or from the liens thereafter. No sale or transfer shall relieve a new Owner from liability for any assessment thereafter becoming due or from the lien thereof.

5.11 Notice and Quorum for Any Action Authorized Under Sections 5.3 and 5.4. Written notice of any meeting called for the purpose of taking any action authorized under Section 5.3 or 5.4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty (60%) percent of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

5.12 Perfection. Recording of this Declaration constitutes notice and perfection of the lien for the assessments provided for herein.

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

5.14 Extinguishment of the Lien. A lien for unpaid assessments is extinguished unless proceedings to enforce it are instituted within five (5) years after the later of: (a) the date the full amount of the assessment becomes due; or (b) the date the notice of lien is filed with the Butler County, Ohio Recorder.

5.15 Priority of Lien. The lien of assessments provided for herein shall be prior to all liens and encumbrances on a Lot recorded after this Declaration except for the lien for real estate taxes and assessments and the lien for any recorded bona fide first mortgage.

5.16 Lots Owned by the Association. Notwithstanding any of the other provisions of this Declaration, the Association shall not be obligated to pay any of the assessments provided for in this Article V for any Lot which it owns and the liens for the assessments provided for in this Article V shall not attach to any Lot owned by the Association.

ARTICLE VI - MAINTENANCE

6.1 Maintenance of Common Areas. The Association shall be responsible for the care and maintenance of the Common Areas and the repair and replacement of any fixtures, structures, landscaping or other improvements located in the Common Areas.

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

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

ARTICLE VII - INSURANCE

7.1 Liability Insurance. The Association shall obtain and maintain a comprehensive policy of public liability insurance covering all of the Common Areas, insuring the Association, the Board, and the Owners and Occupants, in an amount of not less than One Million and 00/100 (\$1,000,000.00) Dollars per occurrence for personal injury and/or property damage. This insurance shall include protection against such risks as are customarily covered with respect to developments similar in construction, location and use, as determined by the Board. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim for an Owner or Occupant because of negligent acts of the Association, the Board, or other Owners or Occupants.

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

7.3 Insufficient Insurance. In the event the improvements forming a part of the Common Areas or any portion thereof shall suffer damages or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, the Association may advance such costs in excess of available insurance proceeds. The amount so advanced by the Association shall become a special assessment against all of the Lots, and such assessments shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the non-payment of assessments. The action required to be taken by the Association under this Section shall not require any vote of the Members of the Association.

7.4 Use of Fire Insurance Proceeds. Unless at least two-thirds (2/3) of:

- (a) the first mortgagees (based upon one vote for each first mortgage owned); and
- (b) the Owners (other than the Declarant) of the Lots

have given their prior written approval, the Association shall not be entitled to use hazard insurance proceeds for losses to the Common Areas for other than the repair, replacement or reconstruction of such Common Areas.

ARTICLE VIII - ARCHITECTURAL CONTROL

8.1 Approval Required. No building, fence, wall, mailbox or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the appropriate entity. Review of the construction of the original dwellings and related construction shall be by the Declarant or its designee and all other review shall be by the Board or by an architectural committee composed of three (3) members appointed by the Board. Such plans and specifications shall be reviewed as to harmony of external design and location in relation to surrounding structures and topography in accordance with the requirements hereinafter set forth. In the event that the Declarant, the Board, or its designated committee, fails to approve or disapprove said plans and specifications within thirty (30) days after submission, approval will not be required and full compliance with this Article shall be deemed to have occurred.

8.2 Covenants, Conditions and Requirements. The following requirements shall be applicable to the Property (other than Lot 68 which is designated by the Declarant as Common Area upon which will be built the swimming pool facility and related recreational improvements):

8.2.1 General Conditions. Except for those Lots which constitute part of the Common Area, each other Lot shall be used only for residential purposes. No building shall be erected, altered, placed or be permitted to remain on any Lot other than one detached single-family dwelling (sometimes hereinafter referred to as a "residence") with no less than a two (2) car private garage which shall be attached to the principal dwelling.

8.2.2 Dwelling Floor Areas. The floor area of the main dwelling (exclusive of porches, decks, basements and garage) shall be no less than: (a) one thousand seven hundred (1,700) square feet for a ranch type residence; (b) two thousand (2,000) square feet for a two-story residence with a first floor master bedroom; and (c) two thousand two hundred (2,200) square feet for a two-story residence. Contemporary designs having a lesser floor area than the above stated, however, may be approved if said design shall have a volume comparable to the above stated.

8.2.3 House Placement and Yard Grading. Residences shall conform to existing grade and drainage patterns. Existing grades at lot lines shall not be altered more than three (3) feet without written consent of the Declarant or his designee. All drainage swales shall be maintained and not filled. Each Owner and/or builder shall endeavor to retain as much of the natural woods as is practical.

8.2.4 Underground Houses and Log Houses. Underground and log structures are prohibited.

8.2.5 Driveways. Gravel or dirt driveways are prohibited.

8.2.6 Water Discharge. Storm water must be disposed of in accordance with drainage plans on file with the Butler County Engineer.

8.2.7 Radio and Television Antennas. All antennas and satellite dishes must be enclosed within the residence located on the Lot, unless otherwise approved by the Board or the architectural committee appointed by the Board. All satellite dishes in excess of eighteen (18) inches in diameter are prohibited.

8.2.8 Air Conditioning and Heat Pump Equipment. Such equipment shall be screened from view and shall be located only in side yards, except for corner yards.

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

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

8.2.11 Lighting Exterior. Christmas lights may be erected no sooner than five (5) weeks prior to and removed no later than four (4) weeks after Christmas.

Mercury vapor yard lights in excess of fifty (50) watts are prohibited.

8.2.12 Completion. Construction of the residence on any Lot shall be completed within one (1) year from the date construction is started.

ARTICLE IX - USE RESTRICTIONS AND MAINTENANCE

9.1 Restrictions. The Property shall be subject to the following restrictions:

9.1.1 Purpose of Property. Except as otherwise provided in this Declaration, the Property shall be used only for residential purposes and common recreational purposes auxiliary thereto.

9.1.2 Nuisance. No obnoxious or offensive activity of any kind shall be engaged in on any Lot nor shall any Owner or Occupant thereof engage in any activities that interfere with the quiet enjoyment, comfort and health of the Owner or Occupant of an adjacent neighboring Lot.

9.1.3 Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept; provided that they are not kept, bred or maintained for any commercial purpose. Exterior compounds, doghouses, houses, cages, dog runs or kennels for the keeping of dogs, cats or other household pets or hunting dogs are prohibited.

9.1.4 Signage. No sign of any kind shall be displayed to the public view on any Lot except: (a) one professional sign of not more than two square feet; (b) one sign of not more than three square feet advertising the Lot for sale; and (c) signs used by the Declarant to advertise the Property during the period of construction or sale.

9.1.5 Temporary Structures. No temporary building, mobile home, trailer, tent or storage shed, placed upon a Lot shall be used at any time as a residence, temporarily, or permanently before, during or after construction. Temporary structures related to construction activity shall be permitted with the prior written approval of the Board or the architectural committee appointed by the Board.

9.1.6 Maintenance. Each and every Lot and residence thereon shall be maintained by the Owner or Occupant thereof in a reasonable manner in accordance with the general standards of maintenance prevailing throughout the Property. All Lots shall be kept free of debris and clutter and shall be kept mowed. This paragraph shall not apply to any Lots owned by the Declarant and held for sale.

No Owner or said Owner's agent, employees, contractor or Occupant may cut down or trim any tree planted adjacent to any street located on the Property or street adjacent to the Property without the prior written consent of the Board or the architectural review committee.

9.1.7 Fencing, Storage Sheds, Pools. No fences or other Lot dividers, swing sets, basketball boards, recreational equipment, clothes hanging fixtures, storage sheds or swimming pools may be erected or installed on any Lot unless such Lot Owner has first obtained written approval of the Board or the architectural committee appointed by the Board. The Board may promulgate guidelines for the installation of recreational equipment and for fencing which may deny or restrict installation on specific Lots.

Above ground pools and pools designed for above ground use are prohibited. All chain link fences are prohibited.

9.1.8 Automobiles, Recreational Vehicles, Boats, Travel Trailers. No recreational vehicle, boat, or travel trailer shall be parked or stored on any Lot for more than twenty-four (24) consecutive hours unless the same is in an enclosure or garage and completely out of view. Trucks exceeding a three-quarter (3/4) ton rating are prohibited (except moving vans and construction trucks for such purposes only) unless such trucks are kept in an enclosure or garage and completely out of view.

No vehicle in inoperable condition shall be stored on any Lot for a period in excess of ten (10) days unless the same is in an enclosure or garage and completely out of view.

9.1.9 Garage and Yard Sales. There shall be no more than two (2) garage or yard sales held by the Owner or Occupant of any Lot during any one year period.

9.1.10 Mailboxes. All mailboxes located on the Property shall be of uniform dimensions and construction materials. No mailbox shall be installed without the prior written approval of the Declarant or its designee.

9.2 Maintenance. The Property shall be maintained as follows:

9.2.1 Lots. Each Owner shall maintain his or her Lot in accordance with the prevailing custom in the Property.

9.2.2 Common Driveways. The common portion of any driveways which serve more than one Lot shall be maintained on an equal basis by all of the Owners of the Lots benefitted thereby.

9.2.3 Common Area. The Common Area and any structure or improvement located thereon shall be maintained by the Association.

ARTICLE X - GENERAL PROVISIONS

10.1 Enforcement. The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, the Association or by any Owner to enforce any restriction, condition, covenant, reservation, lien or charge herein contained shall in no event be deemed a waiver of the right to do so thereafter.

10.2 Severability. The determination by a court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any other provision contained in this Declaration.

10.3 Binding Effect and Amendment. The restrictions, conditions, covenants, and reservations of easements contained in of this Declaration or any one of them, shall inure to the benefit of the Declarant and each other Owner of a Lot, his or her heirs, successors and assigns and shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than sixty-six and 2/3 (66 2/3%) percent of the Owners, and thereafter by an instrument signed by not less than fifty (50%) percent of the Owners. Any amendment must be recorded. No amendment to this Declaration shall be binding upon any Lot owned by the Declarant or upon any additional property annexed to the terms of this Declaration by the Declarant, unless the Declarant agrees in writing to said amendment in a recorded writing.

10.4 Right to Amend Documents. Notwithstanding anything above to the contrary, this Declaration may be amended at any time without the vote of Owners by a written instrument executed by the Declarant for the purpose of: (a) eliminating or correcting any typographical or other inadvertent error herein; (b) eliminating or resolving any ambiguity herein; (c) making nominal

changes; (d) clarifying Declarant's original intent; or (e) making any change necessary or desirable to meet the requirements of any institutional lender, the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other agency which may insure or purchase loans on a Lot; provided, however, that no such amendment shall materially affect any Owner's interest in the Association or the Common Area. Each Owner and his or her mortgagees, by acceptance of a deed to a Lot or a mortgage encumbering such Lot, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by Declarant as provided in the immediately preceding sentence. This power of attorney is coupled with an interest, runs with the land and is irrevocable for a period of eight (8) years from the date of the filing of this Declaration with the Butler County, Ohio Recorder. All Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to effectuate the provisions of this paragraph.

10.5 Annexation. The Declarant may, without the consent of the Owners or the Association, annex additional property to the terms of this Declaration until January 1, 2008, after which date the Declarant's right to annex additional property to the terms of this Declaration shall expire. Other residential properties and Common Area may be annexed to the Property by the Association by a vote of two-thirds (2/3) of each class of membership. Any such annexation shall be accomplished by the filing of a Supplemental Declaration with the Recorder of Butler County, Ohio signed by the President of the Association who shall certify that the requisite vote was obtained. The Members need not sign such Supplemental Declaration.

ARTICLE XI - MISCELLANEOUS

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

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

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

11.4 Personal Liability. Nothing in this Declaration or the By-Laws, or any rules or regulations enacted pursuant to any of the aforesaid, shall impose personal liability upon any member of the Board or any officer of the Association acting in his or her capacity as such, for the maintenance, repair or replacement of the Common Areas or give rise to a cause of action against any of them, except for damages resulting from their own willful omissions or willful misconduct. Each person who becomes an Owner hereby releases and discharges all persons now or hereafter serving

as an officer or member of the Board, or both, from any liability for injury or damages to such Owner or to such Owner's property and covenants not to initiate any legal proceedings against any such person or persons unless such person is covered by insurance paid for by the Board. In such event the amount of recovery shall be limited to the amount of such insurance.

11.5 Condemnation. In the event any Common Area or any portion thereof were made the subject matter of any condemnation or eminent domain proceedings or otherwise sought to be acquired by a condemning authority, the proceeds of any award or settlement shall be distributed to the Association for the common benefit of the Owners and their mortgagees, as their interest appear.

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

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

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

11.9 Conflict. In the event of a conflict between any restriction, covenant, condition, easement or obligation set forth in this Declaration or any one or more of them and the provisions of any Supplemental Declaration which may be recorded subsequent to this Declaration, the more restrictive restriction, covenant, condition, easement or other obligation shall control.

2nd IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this day of February, 2000.

Signed and Acknowledged
in the Presence of:

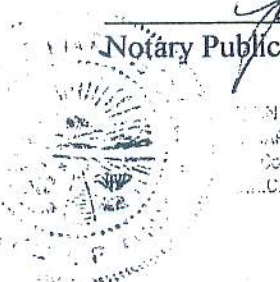
Jan Mester
Patricia L. Collins

BROWNSTONE DEVELOPMENT
COMPANY

By Darrell C. Leibson
Darrell C. Leibson, President

STATE OF OHIO, COUNTY OF BUTLER, SS:

The foregoing instrument was acknowledged before me this 2nd day of February, 2000 by Darrell C. Leibson, the President of Brownstone Development Company, an Ohio corporation, on behalf of the corporation.



This instrument prepared by:
MILLIKIN & FITTON LAW FIRM
A Legal Professional Association
Hamilton, Ohio 020200/JJRcondos/Tylers dec/pc

Jan Mester
Notary Public - State of Ohio
Commission Expires 12/31/03
Section 147.03

CONSENT OF MORTGAGEE

First National Bank of Southwestern Ohio, a bank duly organized under the laws of the United States of America, for good and valuable consideration, hereby consents to the execution, delivery and recording of the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for The Home Owners Association of Tylers Reserve ("Declaration") dated February 2, 2000, and hereby subjects its interest in the real estate described therein as mortgagee under that certain Open-End Mortgage from Brownstone Development Company, an Ohio corporation, dated September 2, 1999 in the original amount of \$2,500,000.00 which is recorded in Volume 6402 at Page 1795 of the Official Records of Butler County, Ohio, to the terms and provisions thereof, subject to the rights of the mortgagee upon the real estate described therein. This Consent does not subordinate the mortgagee's lien to the liens of any charges or assessments created by the Declaration or By-Laws or any amendment thereto.

IN WITNESS WHEREOF, First National Bank of Southwestern Ohio has caused this instrument to be duly executed on its behalf this 2nd day of February, 2000.

Signed in the presence of:

Alison H. Miller
Open Assets

FIRST NATIONAL BANK OF
SOUTHWESTERN OHIO

By: Tom Meserach

STATE OF OHIO, COUNTY OF BUTLER, SS:

The foregoing instrument was acknowledged before me this 2nd day of February, 2000 by Tom Meserach, the Vice-Pres. of First National Bank of Southwestern Ohio, a bank duly organized under the laws of the United States of America, on behalf of the Bank.

John J. Reister
Notary Public



JOHN J. REISTER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My Commission has no Expiration Date
O.R.C. Section 147.03

EXHIBIT "A"

Lots Numbered One (1) through and including Lot Numbered Seventy-One (71) as the same are known and designated on the recorded plat (the "Plat") of Tyler's Reserve - Phase One, a subdivision situate in Section 12, Town 2, Range 2, Union Township, Butler County, Ohio, which Plat is recorded in Envelope 3120 at Pages A, B and C of the Plat Records of Butler County, Ohio.

**BY-LAWS
OF
THE HOME OWNERS ASSOCIATION
OF TYLER'S RESERVE**

ARTICLE I: NAME

The name of the corporation is The Home Owners Association of Tyler's Reserve, hereinafter referred to as the "Association".

ARTICLE II: DEFINITIONS

All of the terms used herein shall have the same meanings as set forth in the Declaration of Covenants, Conditions and Restrictions And Reservation of Easements for The Home Owners Association of Tyler's Reserve ("the Declaration") recorded with the Recorder of Butler County, Ohio.

ARTICLE III: OFFICES

SECTION 1: PRINCIPAL OFFICE. The principal office of the Association shall be located at 11123 Montgomery Road, Suite 200, Cincinnati, Ohio, County of Butler, Ohio.

SECTION 2: OTHER OFFICES. The Association may have such other offices, either within or without the State of Ohio, as the Trustees may designate or as the business of the Association may require from time to time.

ARTICLE IV: FISCAL YEAR

SECTION 1: FIRST YEAR. Unless otherwise designated by resolution of the Trustees, the first fiscal year of the Association after the adoption of this Code of Regulations shall end on December 31, 2000.

SECTION 2: SUBSEQUENT YEARS. Subsequently, the fiscal year of the Association shall commence on the first day of January in each year and end on the last day of the following December, or be such other period as the Trustees may designate by resolution.

ARTICLE V: THE ASSOCIATION

The Association shall be a non-profit Ohio corporation and shall be called The Home Owners Association of Tyler's Reserve.

SECTION 1: MEMBERSHIP. Membership in the Association shall be limited to Owners, and all Owners shall be members. Each Owner, upon acquisition of title to a Lot, shall automatically become a member of the Association. Membership shall terminate upon the sale or other disposition of the Lot. In the case of the sale of any Lot by means of a Land Installment Contract, the Vendor may assign his membership in the Association to the Vendee.

SECTION 2: VOTING RIGHTS. If a Lot is owned by two or more persons, the voting rights of the Lot Owners shall be exercised in accordance with the provisions contained in the Declaration.

SECTION 3: PROXIES. An Owner may vote in person or by proxy at any meeting of the Association. All proxies shall be in writing and filed with the Secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by an Owner of his, her or its Lot.

SECTION 4: QUORUM. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the vote of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represent at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

SECTION 5: VOTING POWER. Except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws (hereinafter called the "Organizational Documents"), a majority of the voting power of each class of membership voting on any matter that may be determined by the Owners at a duly called and noticed meeting shall be sufficient to determine that matter. Robert's Rules of Order shall apply to the conduct of all meetings of Owners except as otherwise specifically provided in the Organizational Documents or by law.

SECTION 6: ANNUAL MEETINGS. Regular annual meetings of the Owners shall be held in the first calendar quarter of each year hereafter on a date and at an hour established by the Board.

SECTION 7: SPECIAL MEETINGS. Special meetings of the Owners may be called at any time by the President, by the Board, or upon written request of Owners entitled to exercise 25% of the voting power of each class of membership.

SECTION 8: NOTICE OF MEETINGS. Written notice of each meeting of Owners shall be given to each Owner at least five (5) days before such meeting. Notice shall be mailed or delivered to an Owner's Lot or a different address designated by the Owner for that purpose. The notice shall specify the place and time of the meeting and in the case of a special meeting, the purpose of the meeting.

SECTION 9: ORDER OF BUSINESS. The order of business at all meetings of Members of the Association shall be as follows:

- (1) Call to order
- (2) Proof of notice of meeting or waiver of notice
- (3) Reading of minutes of preceding meeting
- (4) Reports of officers
- (5) Reports of committees
- (6) Election of inspectors of election
- (7) Election of Trustees
- (8) Old Business
- (9) New Business
- (10) Adjournment

SECTION 10: ACTION IN WRITING WITHOUT A MEETING. Any action that could be taken by Owners at a meeting may be taken without a meeting in a writing or writings signed by the appropriate number of the members of each class of membership as provided by the Organizational Documents or by law.

ARTICLE VI: BOARD OF TRUSTEES

SECTION 1: NUMBER AND QUALIFICATION. The Board of Trustees shall consist of three (3) persons. The initial Trustees shall be those three persons named as the Trustees in the Articles of Incorporation.

SECTION 2: ELECTION OF MANAGERS: VACANCIES. The Trustees shall be elected at each annual meeting of members of the Association or at a special meeting called for the purpose of electing Trustees. Trustees need not be Owners. At a meeting of the members of the Association at which Trustees are to be elected, only persons nominated as candidates shall be eligible for election as Trustees and the candidates receiving the greatest number of votes shall be elected. Election to the Board shall be by secret written ballot. In the event of the occurrence of any vacancy or vacancies in the Board, however caused, the remaining Trustees shall, within two (2) weeks of the date that the vacancy becomes effective, call a special meeting of the members for the purpose of electing a Trustee or Trustees to fill said vacancy.

SECTION 3: TERM OF OFFICE: RESIGNATIONS. Each Trustee shall hold office until the next annual meeting of the members of the Association and until his successor is elected, or until his earlier resignation, removal from office or death. Any Trustee may resign at any time by delivering his written resignation to the Secretary of the Association. Members of the Board shall serve without compensation.

SECTION 4: ORGANIZATIONAL MEETING. Immediately after each annual meeting of members of the Association, the Trustees shall hold an organizational meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

SECTION 5: REGULAR MEETING. Regular meetings of the Trustees may be held at such times and places as shall be determined by a majority of the Trustees, but at least four (4) such meetings shall be held during each fiscal year.

SECTION 6: SPECIAL MEETINGS. Special meetings of the Trustees may be held at any time upon call by any one (1) Trustee. Notice of the time and place of each meeting shall be given to each Trustee by personal delivery, mail telegram or telephone at least two (2) days before the meeting. Attendance of any Trustees at any meeting without protesting the lack of proper notice shall be deemed to be a waiver of notice of such meeting. Unless otherwise indicated in the notice, any business may be transacted at any organizational, regular or special meeting.

SECTION 7: QUORUM: ADJOURNMENT. A majority of the Trustees then in office shall constitute a quorum. At any meeting at which a quorum is present all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these By-Laws.

SECTION 8: ACTION IN WRITING WITHOUT MEETING. Any action that could be taken by the Trustees at a meeting may be taken without a meeting in writing or writings signed by all of the Trustees.

SECTION 9: REMOVAL OF TRUSTEES. At any meeting of members of the Association any one or more of the Trustees selected by the members may be removed with or without cause by the vote of members entitled to exercise not less than seventy-five (75%) percent of the voting power of each class of membership. A successor shall then and there be elected to fill the vacancy created.

ARTICLE VII: OFFICERS

SECTION 1: ELECTION AND DESIGNATION OF OFFICERS. The Trustees shall elect a President, a Secretary and a Treasurer. The Trustees may also appoint such other officers as in their judgment may be necessary.

SECTION 2: TERM OF OFFICE: VACANCIES. The officers of the Association shall hold office until the next organizational meeting of the Trustees and until their successors are elected. The Trustees may remove any office at any time with or without cause by a majority vote of the Trustees then in office. Any vacancy may be filled by the Trustees.

SECTION 3: PRESIDENT. The President shall be the chief executive officer of the Association. He shall preside at all meetings of members of the Association and at all meetings of the Trustees. The President shall have a general executive supervision of the business and affairs of the Association. He may execute all authorized deeds, contracts, and other obligations of the Association and shall have such other authority and shall perform such other duties as may be determined by the Trustees or otherwise provided for in the Declaration or in these By-Laws.

SECTION 4: SECRETARY. The Secretary shall keep the minutes of the meetings of the members of the Association and of the Trustees, keep such books as may be required by the Trustees, and give notices of meetings of members and of Trustees.

SECTION 5: TREASURER. The Treasurer shall receive all money, bills, notes and similar property belonging to the Association. He shall keep accurate financial accounts and hold the same open for inspection and examination by the Trustees and the members of the Association. The Treasurer shall have such authority and shall perform such other duties as may be determined by the Trustees.

ARTICLE VIII: POWERS AND DUTIES OF THE ASSOCIATION

SECTION 1: POWERS. The Trustees shall exercise all powers and authority not specifically and exclusively reserved to the Owners. The Board shall have the right, power and authority to:

(a) take all actions deemed necessary or desirable to comply with all requirements of law and the Organizational Documents;

(b) obtain insurance coverage;

(c) enforce the covenants, conditions and restrictions set forth in the Declaration;

(d) repair, maintain and improve the Common Areas, and to borrow money to accomplish the same, on such terms and subject to such conditions as it deems necessary, including, but not limited to mortgaging all or any part of the Common Areas as collateral for any loan;

(e) establish, enforce, levy and collect assessments as provided in the Declaration;

(f) adopt and enforce rules and regulations governing the use of the Common Areas and the personal conduct of Owners and their guests and establish penalties for the infraction thereof;

(g) suspend the voting rights of an Owner during any period in which he is in default in the payment of any assessment;

(h) hire and discharge managing agents and other employees, agents and independent contractors;

(i) make contracts and incur liabilities;

(j) grant easements, mortgages, liens, licenses and concessions on, over or through the Common Area;

(k) exercise all other powers that may be exercised in this date by nonprofit corporations; and

(l) exercise any other powers necessary and proper for the governance and operation of the Association.

SECTION 2: DUTIES. It shall be the duty of the Board to:

(a) keep complete records and account for its acts to the Owners at each annual meeting or at any special meeting when an account is requested in writing by Owners representing at least fifty (50%) percent of the voting power of each class of membership;

(b) supervise all officers, agents and employees of the Association and see that their duties are properly performed;

(c) as more fully provided in the Declaration:

(i) fix the amount of assessments against each Lot;

(ii) give written notice of each assessment to every Owner; and

(iii) foreclose the lien against any property for which assessments are not paid or bring an action at law against the Owner(s) personally obligated to pay the same, or both;

(d) issue or cause to be issued a certificate setting forth whether or not any assessment has been paid;

- (e) procure and maintain insurance on the Property and the Association as the Trustees deem advisable;
- (f) maintain the Common Area;
- (g) enforce the restrictions created by the Declaration; and
- (h) take all other actions required to comply with law and the Organizational Documents.

ARTICLE IX: GENERAL PROVISIONS

SECTION 1: BOOKS AND RECORDS OF ASSOCIATION. The Association shall keep correct and complete books and records of its receipts and expenditures, minutes of the proceedings of the Owners and Board of Trustees, and records of the names and addresses of the Owners. The books and records shall be open for inspection by an Owner or his representative at any reasonable time during normal business hours. Upon ten (10) days' notice any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing.

SECTION 2: ANNUAL AUDIT. The books of the Association shall be audited annually by the Board of Trustees prior to the annual meeting.

SECTION 3: DELEGATION OF DUTIES. The Association may hire managers and provide reasonable compensation for their services as a common expense.

SECTION 4: SEVERABILITY. The invalidity of any provision of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of any other provision.

SECTION 5: CAPTIONS. The captions of the various provisions of these By-Laws are not a part of the By-Laws but are for convenience of reference only.

ARTICLE X: INDEMNIFICATION OF TRUSTEES AND OFFICERS

SECTION 1: RIGHT OF INDEMNIFICATION. The members of the Board of Trustees and the officers shall not be liable to the Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify every Trustee and officer, his heirs, executors and administrators, against all loss, costs and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Trustee or officer of the Association except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for willful misconduct or bad faith. The Board of Trustees may purchase insurance in such amounts as it deems appropriate to provide such indemnification, and the cost of such insurance shall be a common expense. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of willful misconduct or bad faith in the performance of his duty as such Trustee or officer in relation the matter involved. The foregoing rights shall not be exclusive of other rights to which such Trustee or officer may be entitled. All liability, loss, damage, cost and expenses incurred or suffered by the Association by reason of or arising out of or in connection with the foregoing

indemnification provisions shall be treated by the Association as common expenses; provided, however, (1) that nothing contained in this Section shall be deemed to obligate the Association to indemnify any member or Owner, who is or has been a Trustee or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of his membership in the Association or as an Owner, and (2) the Association will not indemnify or reimburse and person for amounts determined to be owed to the Association resulting from an action brought on or on behalf of the Association.

SECTION 2: INVALID PROVISIONS. If any part of this Article X shall be found invalid or ineffective, the validity and effect of the remaining parts shall not be affected.

ARTICLE XI: CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1: CONTRACTS. The Board of Trustees may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

SECTION 2: LOANS. No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Trustees. Such authority may be general or confined to specific instances.

SECTION 3: CHECKS, DRAFTS, ETC. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Trustees.

SECTION 4: DEPOSITS. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in approved banks, trust companies or other depositories. The Board of Trustees is authorized to select such depositories as it shall deem proper for the funds of the Association. The Board of Trustees shall determine who shall be authorized on the Association's behalf to sign bills, notes, receipts, acceptances, endorsements, checks, releases, contracts and other documents.

ARTICLE XII: CONSISTENCY WITH DECLARATION

If any provision of these Regulations shall be inconsistent with the Association's Declaration, (now and as it may be amended from time to time), the Declaration (as so amended at the time) shall govern.

ARTICLE XIII: SECTION HEADINGS

The headings contained in these By-Laws are for reference purposes only and shall not be construed to be part of and/or shall not affect in any way the meaning or interpretation of these By-Laws.

ARTICLE XIV: AMENDMENTS

Any amendment of these By-Laws shall be made only by means of an amendment to the Declaration in the manner and subject to the approval, terms and conditions set forth therein, and shall be effective

from the time a certificate setting forth such amendment is delivered for recording to the Recorder of Butler County, Ohio.

This instrument prepared by:

MILLIKIN AND FITTON LAW FIRM
A Legal Professional Association
Hamilton, Ohio
020300/s.corporate/thaler/miscdata/tylers_bylaws

	FILING	SEARCHED	PENALTY	CERT	COPY
	25.00	10.00	0.00	0.00	0.00
TOTAL	25.00	10.00	0.00	0.00	0.00

Return To:
MILLIKIN & FITTON LAW FIRM
ATTN M E THALER
P O BOX 598
HAMILTON, OH 45212-0000

cut along the dotted line



The State of Ohio

Certificate


Secretary of State - J. Kenneth Blackwell

1099926

It is hereby certified that the Secretary of State of Ohio has custody of the business records for THE HOME OWNERS ASSOCIATION OF TYLER'S RESERVE and that said business records show the filing and recording of:

Document(s)
DOMESTIC ARTICLES/NON-PROFIT

Document No(s):
199925800769

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

Witness my hand and the seal of the Secretary
of State at Columbus, Ohio, this 9th day of
August, A.D. 1999



J. Kenneth Blackwell
J. Kenneth Blackwell
Secretary of State



Prescribed by **J. Kenneth Blackwell**

Please obtain fee amount and mailing instructions from the Forms Inventory List (using the 3 digit form # located at the bottom of this form). To obtain the Forms Inventory List or for assistance, please call Customer Service:

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

Expedite this form

Yes

ARTICLES OF INCORPORATION

(Under Chapter 1702 of the Ohio Revised Code)
Non-Profit Corporation

The undersigned, desiring to form a corporation, not for profit, under Sections 1702.01 et seq of the Ohio Revised Code do hereby state the following:

FIRST. The name of said corporation shall be:
The Home Owners Association of Tyler's Reserve

SECOND. The place in Ohio where its principal office is to be located is
Cincinnati, Hamilton County, Ohio

THIRD. The purpose(s) for which this corporation is formed is :

The sole purpose is to function as a homeowners association ("Association" or "Corporation") for a residential community ("Community"), carrying on one or more exempt functions under Section 528 of the Internal Revenue Code of 1954, as amended, and in furtherance thereof:

(a) To develop, maintain, improve, repair, alter, operate, administer, service and generally manage the common areas of the Community;

(b) To enforce all covenants, restrictions, reservations, servitudes, profits, licenses, conditions, agreements, easements and liens to which such property is or may become subject and which the Association shall have the right to enforce;

(c) To represent and promote the welfare of its members generally, and to cooperate with municipal, county, state and other public authorities for the promotion and betterment of the interest of such members;

(d) To purchase, lease or otherwise acquire; to invest in, hold, use and encumber; to sell, lease, exchange, transfer or otherwise dispose of; and to construct, deal in or with; develop, improve, equip, maintain and operate structures and real and personal property of any description and any interest therein;

(e) To borrow money; to issue, sell and pledge its notes, bonds, and other evidences of indebtedness; to secure any of its obligations by mortgage, pledge or deed of trust of all or any of its property; and to guarantee and secure obligations of any person, all to the extent necessary, useful or conducive to carrying out any of the purposes of the Corporation; and

(f) To do whatever is deemed necessary, useful or conducive to carrying out any of the purposes of the Corporation and to exercise all other authority enjoyed by corporations generally by virtue of the provisions of the Ohio Non-Profit Corporation Law.

FOURTH. Every beneficial Owner of a Lot shall automatically on acquisition of an ownership interest in the Lot be a member of the Association. Membership shall terminate upon the sale or other disposition by such Owner of his ownership interest.

FIFTH. Upon dissolution of the Corporation, any assets remaining after payment or adequate provision for payment for all debts and obligations of the Corporation shall be expended in furtherance of the purposes set forth herein.

If no successor in interest to the Corporation is formed to administer the property of the Corporation, its assets shall be distributed to its members according to a plan adopted and administered by the Board of Trustees, subject to the provisions of applicable law.

SIXTH. Amendment of these Articles shall require the assent of members holding at least seventy-five (75%) percent of the voting power of the Association.

J. Kenneth Blackwell

Secretary of State

SEVENTH.

~~ARTICLE~~

The following persons, not less than three, shall serve said corporation as trustees until the first annual meeting or other meeting called to elect trustees.

(Please print or type the names of the trustees. Trustees need not sign)

Darrell Leibson
(trustee)
Fairfield
(city)
James Hassman
(trustee)
Fairfield
(city)
Margot Upson
(trustee)
Cincinnati
(city)

(trustee)

(city)

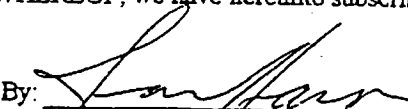
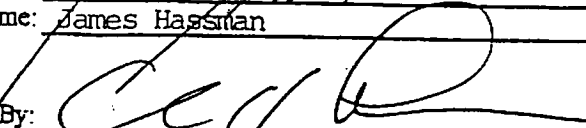
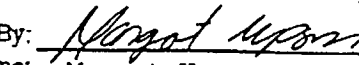
122 Donald Drive
(street address)
Ohio 45014
(state) (zip code)
122 Donald Drive
(street address)
Ohio 45014
(state) (zip code)
11123 Montgomery Road, Suite 200
(street address)
Ohio 45249
(state) (zip code)

(street address)

(state) (zip code)

NOTE: P.O. Box addresses are not acceptable

IN WITNESS WHEREOF, we have hereunto subscribed our names on 9/3/99
(date)

By: , Incorporator
Name: James Hassman
By: , Incorporator
Name: Darrell Leibson
By: , Incorporator
Name: Margot Upson



J. Kenneth Blackwell

Prescribed by:
J. Kenneth Blackwell
Secretary of State
30 East Broad St. 14th Floor
Columbus, Ohio 43266-0418

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of
The Home Owners Association of Tyler's Reserve
(name of corporation)

hereby appoint Darrell Leibson to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is:

11123 Montgomery Road, Suite 200

(street address)

Cincinnati

(city)

, Ohio

45249

(zip code)

Note: P.O. Box addresses are not acceptable

Incorporator:

Name: James Hassman

Incorporator:

Name: Darrell Leibson

Incorporator:

Name:

ACCEPTANCE OF APPOINTMENT

The undersigned, Darrell Leibson, named herein as the statutory agent for The Home Owners Association of Tyler's Reserve, hereby acknowledges and accepts the appointment of statutory agent for said corporation.

By:

Darrell Leibson
Statutory Agent