

DECLARATION

OF COVENANTS, CONDITIONS, RESTRICTIONS AND
RESERVATION OF EASEMENTS
FOR WOODCREEK ASSOCIATION, INC.

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JULY 3rd and 6th, 1978

CLERMONT COUNTY, OHIO

RECORDER'S DEED RECORDS

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Woodcreek Homeowners' Association, Inc.

P.O. Box 771

Milford, OH 45150

For Second Amendment to declaration
of Covenants, conditions, Restrictions and
reservation of easements For Woodcreek
Association Inc. See Deed Vol. 652
Page 401 - Oct. 27, 1980

William Shebesta Recorder

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DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND
RESERVATION OF EASEMENTS
FOR
WOODCREEK ASSOCIATION, INC.

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For rent
Transferred July 6, 1978
James R. Rymer
AUDITOR
BY Myrtle Green

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS is made this 3rd 9th 6th days of July, 1978, by TOWNE PROPERTIES, INC., an Ohio corporation, (hereinafter referred to as the "Developer") and FIRST MILFORD SAVINGS ASSOCIATION (the "Mortgagee"),

W I T N E S S E T H:

WHEREAS, the Developer owns certain lands in Clermont County, Ohio more particularly described in Exhibit A attached hereto as a part hereof and may acquire other lands in the vicinity thereof and subject them to this Declaration (collectively the "Property"), subject to the provisions of Section 9.1 of the Declaration, and

WHEREAS, the Mortgagee holds a mortgage on various parts of the Property, and

NOW, THEREFORE, in consideration of the premises and for the purpose of establishing and assuring a uniform plan for the use, enjoyment and maintenance of the Property, and enhancing and protecting the value and desirability of the Property, the Developer and Mortgagee hereby declare that the Property shall be held, sold and conveyed subject to this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, and the liens provided for herein.

This Declaration and all amendments thereto (a) shall be, and shall be construed as, covenants running with the land, (b) shall be binding upon the Developer, the Mortgagee, the Association, its members, and each Owner and all claiming under each Owner, and (c) shall (regardless of whether or not any such beneficiary owns an interest in any Parcel) inure to the benefit of and be enforceable by (i) the Developer, (ii) the Association, and (iii) each Owner and all claiming under each Owner.

Subject to the specific provisions of this Declaration relating to subordination of the Assessment created hereunder (including without limitation, the subordination of such lien to the lien of a first mortgagee) and notwithstanding the date on which the Assessment is implemented, such liens shall have priority over all liens and encumbrances on the Property or any part thereof or interest therein arising after this Declaration is recorded.

The words in this Declaration which begin with capital

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letters (other than words which would be normally capitalized) shall have the same meanings as the definitions of those words in Article I of this Declaration.

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ARTICLE I

DEFINITIONS

As used in this Declaration, unless the context otherwise requires, the following words shall mean respectively:

1.1 Annual Meeting. "Annual Meeting" means the annual meeting of the Association held on the first Wednesday in December of each year unless another date is provided for in the articles or the regulations of the Association.

1.2 Assessment. "Assessment" means the charge established by Article III of this Declaration.

1.3 Association. "Association" means WOODCREEK ASSOCIATION INC., an Ohio nonprofit corporation which owns, operates and maintains the Community Facilities, and any successor organization which owns, operates and maintains the Community Facilities. Any action or consent required of the Association pursuant to this Declaration, the Articles of Incorporation and the Regulations of the Association shall be taken by the Board acting on behalf of the Association.

1.4 Board. "Board" means the Board of Trustees of the Association.

1.5 Boulevard Areas. "Boulevard Areas" means all real and personal property located within a dedicated road or other right-of-way which is maintained by and at the expense of the Association. Such real property may, but need not, include non-paved open space land; trees; shrubs and other plant life; areas not designated or intended for automobile traffic use; street and directional signs; and pathways functioning as sidewalks, including any cobblestone crosswalks and pathways which may be located on or in a roadway surface.

1.6 Chargeable Parcel. "Chargeable Parcel" means any Parcel of Chargeable Property

1.7 Chargeable Property. "Chargeable Property" means the Property together with all buildings, structures and improvements thereon, with the exception of the following:

- (a) all lands, buildings, structures and improvements of the United States of America, the State of Ohio, and all other political subdivisions or governmental instrumentalities of the State of Ohio; and

(b) all Community Facilities; and

(c) all lands, buildings, structures and improvements exempt from real estate taxation under Ohio or other applicable law unless such lands, buildings, structures or improvements are used for dwelling purposes; and

(d) all Property zoned for commercial use and in fact not used for residential purposes.

1.8 Community Facilities. "Community Facilities" means all real and personal property, if any, from time to time owned by, maintained by (at the Association's expense), or leased to the Association, including easements or licenses benefitting the Community Facilities or any part thereof, structures, improvements, other facilities, and related fixtures, equipment and furnishings. Such real and personal property may but need not include, without limitation, community centers and plazas, recreational facilities, natural resource facilities, including parks and other open space land, the Lake (but not the Lake shore-line nor the surrounding real property), the Dam, community streets, Boulevard Areas, pathway and bikeway systems, pedestrian facilities, design amenities, or other community facilities, and buildings needed in connection with water supply or sewage disposal installations or steam, gas or electric lines or installations.

1.9 Dam. "Dam" means that Parcel upon which an earthwork is constructed to maintain a particular water level on the Lake and which is owned and maintained by the Association.

1.10 Declaration. "Declaration" means this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements as the same may from time to time be amended in the manner prescribed herein.

1.11 Default. "Default" means any violation or breach of, or any failure to comply with, the Restrictions.

1.12 Developer. "Developer" means Towne Properties, Inc., an Ohio corporation, its successors and assigns.

1.13 Development Period. "Development Period" means the period commencing on the date on which this Declaration is Recorded and terminating on the earlier of (a) the date five (5) years after such date or (b) the day next following the last day on which the Developer owns no part of the Property.

1.14 Dwelling Unit. "Dwelling Unit" means any building or portion of a building situated upon the Property designed and intended for use and occupancy as a residence by a single person, a family or a family-sized group of persons.

1.15 Lake. "Lake" means that body of water of varying depth which exists on the Property, as described and depicted in attached Exhibit "B" of this Declaration.

1.16 Owner. "Owner" means, with respect to any Parcel, the owner of record from time to time, whether one or more persons or entities, of an interest in fee simple, reversion, remainder or leasehold estate of 99 years or more, but shall not include the Association. Such term shall include contract sellers except for those having an interest merely as security for the performance of an obligation.

1.17 Parcel. "Parcel" means any part of the Property.

1.18 Property. "Property" means those certain lands in Clermont County, Ohio, more particularly described in Exhibit A to the Declaration and any other lands which shall be subjected to this Declaration. The Developer owns or may acquire other lands in the vicinity of the land described in Exhibit A which it may in accordance with Article IX subject to this Declaration during the Development Period.

1.19 Recorded. "Recorded" means filed for record in the office of the Recorder of Clermont County, Ohio, or in such other office as may be provided by law for the recordation of instruments conveying lands in Clermont County, Ohio.

1.20 Resident. "Resident" means any person who has a place on the Property in which his habitation is fixed, and to which, whenever he is absent, he has the intention of returning. A person shall not lose his status as a Resident by leaving his place of habitation temporarily with the intention of returning.

1.21 Restrictions. "Restrictions" means all covenants, conditions, restrictions, easements, charges, liens and other obligations provided for in this Declaration.

1.22 Secretary of the Board. "Secretary of the Board" means the person serving as the Secretary of the Board, or any other person designated by the Board in his place to receive service of process under this Declaration.

1.23 Shore-Line Easement. "Shore-Line Easement" means that area of the Property which is fifteen (15) feet in width, extending in a circumambient manner entirely around the perimeter of the Lake, as determined by the water level of the Lake as it may exist from time to time.

1.24 System. "System" means any forced aerobic waste disposal system constructed or existing on any Parcel from time to time.

1.25 Tenant. "Tenant" means any person occupying any Parcel pursuant to a written or oral lease agreement with the Owner thereof or with any other person or entity claiming under the Owner.

1.26 Trustee. "Trustee" means any person elected to the Board of Trustees pursuant to Article VI of this Declaration.

ARTICLE II

COVENANT FOR ASSESSMENT

2.1 Covenant for Assessment. Each owner of a Chargeable Parcel, by (i) acceptance of a deed or other instrument of conveyance therefor, or, (ii) execution of this Declaration, shall be deemed to covenant to pay or secure the payment of the Assessment to the Association as provided in Article III.

2.2 Purpose of Assessment. The Assessment is established for the benefit and use of the Association to promote the use and enjoyment by the Owners and Residents of the Community Facilities and shall be used in covering all of the cost of the operation, maintenance, insurance and repair of Community Facilities, including the Dam and Lake, the cost of inspections of collector lines and natural drainage systems as provided in Section 8.2, the cost of reasonable reserves for contingencies, replacements and working capital and all other costs incurred by the Association in the exercise of its powers and duties pursuant to this Declaration. The Assessment may also be used in covering the cost of any capital addition or capital improvement to the Community Facilities to the extent that the cost of same does not exceed \$1,000, and may be used to cover the cost of any other capital addition or capital improvement that is authorized by the Board and consented to by the Owners in accordance with Section 7.4. The Assessment shall not be used for any other purpose.

Until the end of the calendar year during which 125 Dwelling Units have been occupied or until December 31, 1981, whichever is earlier, the Developer shall pay to the Association, not later than ninety (90) days after the end of the calendar year in question, the amount of any operating deficit incurred by the Association in that calendar year. Thereafter, the amount of any operating deficit incurred in any calendar year shall be paid by means of a special assessment on each Chargeable Parcel so as to allow the Association to satisfy such deficit in full, such special assessment to be announced at the Annual Meeting of the year during which the deficit occurred and to be paid within thirty (30) days after the end of such year. Any such special assessment as to a calendar year shall for all purposes of this Declaration be considered to be part of the Assessment charge for such year, except that the limitations set forth in Section 3.2 shall not be construed to prevent such special assessment, and no consent of Owners shall be required with regard to such special assessment (pursuant to Section 5.1 or otherwise).

2.3 Creation of Lien and Personal Obligation of Assessment. The Assessment shall be a charge and lien on each Parcel to the extent and for the period provided in Article IV, and shall also be the personal obligation of the Owner of each Chargeable Parcel to the extent and for the period provided in Article IV. This personal obligation shall not pass to an Owner's successors in title unless expressly assumed by them.

ASSESSMENT

3.1 Establishment of Assessment. There is hereby established for the benefit of the Association, as a charge on each Chargeable Parcel, an annual Assessment. The Assessment shall commence as to a Parcel on the first day of the first month one year after any dwelling Unit located upon a Parcel is first occupied by an Owner, Resident or Tenant. The first annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The obligation to pay the Assessment shall not in any manner be dependent upon, or discharged or otherwise affected by, use or non-use of the Community Facilities.

3.2 Amount of Assessment. Unless waived, reduced, increased, or terminated in accordance with Article V, the Assessment shall be \$45.00 per year. Written notice of any change in the Assessment shall be mailed to every Owner.

ARTICLE IVADMINISTRATION OF ASSESSMENT

4.1 Payment. The Board shall have the power at any time to adopt such billing, collection and payment procedures and payment time schedules as it shall deem appropriate as to the Assessment, to adopt different procedures and payment time schedules for different land use classifications, provided that such procedures shall be uniform within each classification. Notwithstanding the above, the Assessment shall be paid in annual installments due and payable in advance on the first day of each succeeding year unless, as to any year, the Board shall determine at its Annual Meeting that the Assessment shall be paid in less frequent installments. Each installment shall be paid within (a) 10 days after the due date or (b) in the event that bills therefor are mailed, 10 days after the date on which bills are mailed, whichever is later.

4.2 Interest. For each Chargeable Parcel as to which any installment of the Assessment is not paid within the period provided above for the payment thereof, there shall be added to the installment interest at the rate of six percent (6%) per annum on the amount of such installment until paid.

4.3 Personal Obligation. That portion of the Assessment, together with any interest thereon, payable by each Owner shall, for each year, constitute the personal obligation of the Owner of the Chargeable Parcel on the first of such year and shall remain the personal obligation of such Owner until paid.

4.4 Liens. If an installment of the Assessment on any Chargeable Parcel is not paid within the period provided in Section 4.1, the amount thereof together with any interest thereon shall constitute a lien on such Chargeable Parcel in favor of the Association prior to all other liens and encumbrances thereon whatsoever, excepting real estate taxes and assessments and liens of record in favor of the United States of America, the State of Ohio, and all other political subdivisions or governmental instrumentalities of the State of Ohio to the extent made superior by applicable law, the lien of any first mortgagee who comes into possession of a Chargeable Parcel pursuant to mortgage foreclosure or by deed in lieu thereof, and all bona fide prior recorded first mortgages. The Association may record a notice of lien with the Recorder of Clermont County, Ohio in any legally recordable form, including by affidavit as provided in Section 5301.252 of the Ohio Revised Code or any similar section hereafter enacted. Nonpayment of an installment of the Assessment shall be deemed and is hereby declared to be the happening of a condition or event that creates an interest in real estate.

4.5 Evidence of Payment. Upon the request of the Owner or any mortgagee or lessee of any Chargeable Parcel or any prospective purchaser, mortgagee, or lessee thereof, the Board shall furnish written evidence of the amount of the Assessment with respect thereto for the current year and the amount of any unpaid Assessment and interest, if any. Such evidence may be conclusively relied upon by any such party and by anyone furnishing any title evidence or opinion with respect to such Chargeable Parcel.

4.6 Enforcement of Lien. If any installment of the Assessment shall remain unpaid for a period in excess of (a) thirty (30) days after the due date or (b) in the event that bills therefor are mailed, thirty (30) days after the date on which bills are mailed, whichever is later, the Association shall give written notification of such nonpayment to the Owner and any first mortgagee of the Chargeable Parcel in question. Following the giving of such notice, any lien established under this Declaration may be enforced by the Association in the same manner and to the same extent (including appointment of a receiver, foreclosure sale and deficiency judgment) and subject to the same procedures as in the case of foreclosure of a real property mortgage under the laws of Ohio. In any such enforcement proceeding, the amount which may be recovered by the Association shall include all costs of such proceeding, including reasonable attorney's fees. In any such foreclosure sale, the Association may become the purchaser.

ARTICLE V

PROCEDURE FOR THE WAIVER, REDUCTION,
INCREASE OR TERMINATION OF THE ASSESSMENT

5.1 Waiver, Reduction or Increase. At any Annual Meeting, the Board shall adopt the annual budget for the following calendar year and the Board may for the following calendar year reduce, waive or increase the Assessment figure as specified in Section 3.2. Every action taken by the Board pursuant to this Article in reducing, waiving or increasing the Assessment shall be governed by, and taken with reference to, the fiscal requirements of the Association for the following calendar year as reflected in the budget for that year adopted by the Board, which budget shall include provision for reasonable reserves for contingencies, replacements and working capital. Provided, however, that any increase in the Assessment amount specified in Section 3.2 shall be subject to approval by two-thirds (2/3) vote cast in person or by proxy at a meeting duly called for such purpose at which a quorum is present.

5.2 Termination. At any Annual Meeting, the Board may terminate the Assessment; provided, however, that any action by the Board relating to the termination of the Assessment shall be taken only after the Board has determined that the Assessment is not needed for any of the purposes for which the Assessment has been established as set forth in Section 2.2.

ARTICLE VI

ASSOCIATION MEMBERSHIP, ANNUAL MEETING AND BOARD

6.1 Voting Rights. Each Owner shall be entitled to one vote on each matter properly submitted to the Owners for each Dwelling Unit located on his Parcel and owned by such Owner; provided that any Owner who has had his right or privilege of use and enjoyment of the Community Facilities suspended pursuant to Section 7.1, shall not be entitled to vote during any period in which any such Default or suspension continues.

The Board may make such rules, consistent with the terms of this Declaration and the Association articles and regulations, as it deems advisable with respect to any meeting of members, proof of membership in the Association, evidence of right to vote, the appointment and duties of inspectors of votes, registration of members for voting purposes, voting by proxy and other matters concerning the conduct of meetings and voting. If the Board shall so determine, voting on elections and other matters may be conducted by mail or proxy.

6.2 Board of Trustees. Until the first Annual Meeting, the initial Board shall consist of three Trustees elected by the Developer who shall serve until their respective successors are elected and qualified. At the first Annual Meeting, and each Annual Meeting thereafter until such time as specified herein, the Owners shall elect one Trustee for a one year term, and the Developer shall elect two Trustees for one-year terms. After the earlier of (a) the end of the calendar year in which 125 Dwelling Units have been occupied, or (b) December 31, 1981, all Trustees shall be elected by the Owners.

6.3 Notice of Annual Meeting. Notice of the Annual Meeting shall be given by the Board to each member entitled to vote thereat either personally or by mail addressed to such member at his address appearing upon the membership book of the Association, at least fifteen (15) days (but not more than sixty (60) days) in advance of the date of the Annual Meeting.

ARTICLE VIICOMMUNITY FACILITIES7.1 Rights of Enjoyment in Community Facilities.

Each Owner shall have a right and nonexclusive easement for use and enjoyment of the Community Facilities, and such right and easement shall be appurtenant to, and shall pass with the title of, his Parcel. Each Resident of a Parcel shall have a nontransferable right to use and enjoy the Community Facilities which right shall terminate when such person ceases to have the status of a Resident. Such rights and privileges shall be subject, however, to the following:

(a) The right of the Board, with the approval of 66-2/3% of the votes cast by the Owners who are voting in person or by proxy at a meeting duly called for such purpose at which a quorum is present, to borrow money for the purpose of constructing, equipping, improving and maintaining Community Facilities and in aid thereof to mortgage the Community Facilities.

(b) The right of the Board to adopt, enforce, and, from time to time, amend, reasonable rules and regulations pertaining to the use of the Community Facilities, including regulations limiting the number of guests of Owners and Residents who may use the Community Facilities at any one time.

(c) The right of the Board to establish and charge reasonable admission and other fees to Owners, Residents and guests for the use of any of the Community Facilities. Any such fee must be uniform among Owners and Residents.

(d) The right of the Board to suspend the right of any Owner or the privilege of any Resident to use the Community Facilities for any infraction of the rules and regulations relating to the Community Facilities for a period of not to exceed sixty (60) days for each infraction thereof.

(e) The right of the Board to suspend the right of any Owner and the privilege of each Resident claiming through such Owner to use the Community Facilities for the nonpayment or delinquency of the Assessment for a period not to exceed the period of such nonpayment or delinquency.

(f) The right of the Board to grant to the Owners of the Parcels known as Lots 16, 17, 29, 30, 31, 157, 158, and 171 of Woodcreek Subdivision, Block A, the right to construct boat docks, of such size and design as determined by the Board, and conditioned upon such rules and regulations established by the Board, on and into that part of the Community Facilities which is the Lake.

(g) The right of the Board to perform or direct ordinary and routine maintenance and to do all things necessary to carry out the actions of the Association.

(h) Such rights as the Board may have to grant easements or rights of way to any public utility corporation or public agency.

(i) All applicable provisions of valid agreements of the Association relating to the Community Facilities.

(j) All other easements, restrictions and rights to which the Property is subject.

7.2 Subordination to Mortgage or Other Lien. The rights and privileges provided in this Article shall be subordinate to any mortgage or other lien given by the Association for the purposes of acquiring, improving or maintaining the Community Facilities.

7.3 Title to the Community Facilities. Title to the Lake, shoreline, and lakebed shall be vested, subject to the rights and easements of Owners and Residents for use and enjoyment of the Lake as provided in Section 7.1 of this Declaration, in those individual Owners upon whose Parcels the Lake is situated. The extent of individual ownership shall be determined by the lot line of each Owner's Parcel. Title to all other Community Facilities may be held by the Developer until such time as at least ninety (90%) percent of all Parcels and Dwelling Units have conveyed to an Owner other than the Developer or a Subdeveloper, at which time title to all Community Facilities shall be transferred to the Association. Title may be transferred to the Association at any earlier time at the option of the Developer. Title shall be conveyed to the Association free of all mortgages and mechanic's liens.

Notwithstanding any of the foregoing provisions of this Section, the Developer and his assigns and affiliates shall have a pre-emptive exclusive easement to use for promotional purposes the Lake, the Dam and any building or structure placed or constructed by the Developer, its assigns or affiliates upon the Community Facilities for a period not to exceed five (5) years from the date of this Declaration. The Developer may relinquish this easement in full or in part prior to the lapse

of five (5) years by making a written release to the Association, which shall then be vested with full control of the structure or structures. During the period of this easement, the Developer shall maintain the Dam and any buildings or structures available for its use pursuant to said Easement.

7.4 Additional Community Facilities. The Association shall not construct any capital addition or capital improvement to the Community Facilities nor annex any additional Community Facilities unless such addition, improvement or annexation shall have been authorized by the Board; provided, however, that if the cost to the Association of such addition or improvement shall exceed \$1,000, such addition or improvement (and any necessary increase in the Assessment) must also be approved by 66-2/3% of the votes cast by the Owners who are voting in person or by proxy at a meeting duly called for such purpose at which a quorum is present.

ARTICLE VIII

MAINTENANCE

8.1 Maintenance of Community Facilities.

(a) The Lake. Until such time as there are fifty (50) Owners obligated to pay the Assessment, or December 31, 1981, whichever is sooner, any maintenance of the Lake determined by the Developer to be necessary shall be without exception the responsibility of the Developer. After such time maintenance of the Lake shall be the responsibility of the Association, except, however, the Developer shall be responsible for the maintenance of the Lake for the duration of the pre-emptive exclusive easement granted to the Developer pursuant to Section 7.3 of this Declaration.

(b) Other Community Facilities. Any maintenance of any other Community Facility determined by the Developer to be necessary during the duration of its ownership shall be the responsibility of the Developer. Upon transfer of the Community Facilities to the Association, the Association shall be responsible for the maintenance of those transferred Community Facilities, except, however, the Developer shall be responsible for the maintenance of the Dam and any building or structure placed or constructed by the Developer, its assigns or affiliates upon the Community Facilities which are available for its use pursuant to and for the duration of the pre-emptive exclusive easement granted to the Developer as provided in Section 7.3 of this Declaration.

(c) Right of Entry. The Developer and the Association, through their agents, shall have at reasonable times the right to use and enter upon that portion of the Property known as the Shore-Line Easement for the purpose of performing any acts involving the maintaining, repairing, altering or inspecting of the Lake or the Dam, without such use or entry being deemed a trespass or wrongful act.

8.2 Sanitary Sewage System.

(a) Inspection and Maintenance. The Association shall provide for the inspection, through a contract with a person or professional company providing such service, of any forced aerobic waste disposal system (System) which may from time to time exist on the Owners' Parcels. Such contract shall provide that the Systems are to be inspected on a periodic basis and recommendations made to the individual Owners as to necessary and proper maintenance and repairs which should be performed for the proper chemical and mechanical functioning of the System consistent with the requirements of any governmental agency having the authority to regulate such Systems. In the event

any Owner fails to provide for such maintenance or repair, the Association shall have the right to do so in the Owner's name, charging all costs to the Owner.

As to any Parcel whereon the Developer has installed collector lines for any System, the Association shall provide for periodic inspection of such lines by a method which is subject to the approval of the Clermont County Board of Health. The association shall notify the Clermont County Board of Health of the chosen inspection method and if there is no written objection within thirty (30) days, the inspection method shall be deemed approved. An inspection is to be made on a periodic basis and and required maintenance performed so as to insure proper drainage through and from the collector lines. In addition, the Association shall also provide for similar inspections of the natural drainage systems which exist on the Property, so as to insure proper drainage over and through the natural topography.

The Association shall bear all costs of the inspections of the Systems, collector lines and natural drainage systems. The Owner of the Parcel upon which a System is located shall bear all costs for the maintenance and repair of that System.

(b) Selection and Reporting of Inspections. The Association may supply the name of one or more maintenance and repair personnel with whom individual Owners may contract for the maintenance and repairs required of them in Section 8.2(a). In no event shall the Association assume any liability or responsibility for the proper performance of the work performed by such personnel. Each Owner shall provide to the Association an annual written report verifying compliance with the requirements of this Article VIII.

(c) Right of Entry. The Association and its agents shall have at reasonable times the right to enter upon the Parcel of any Owner for the purpose of performing any acts involving the constructing, installing, altering, repairing, maintaining, or inspecting of any of the sanitary collector lines, or forced aerobic system which may exist on any Parcel. Such entry as is carried out in accordance with the provisions of this Section shall not be deemed to be a trespass or wrongful act. Nothing, however, in this Section shall be deemed to give to the Board or its agents the right to cause damage to any Parcel.

ARTICLE IX

COVENANT FOR STAGED DEVELOPMENT

9.1 Staged Development. The Developer hereby reserves the right at any time within the Development Period to submit, make subject to or annex to this Declaration additional lands.

9.2 Supplemental Declaration for Staged Development. Additional lands may be subjected, annexed or submitted to this Declaration by filing of record a supplemental declaration which shall incorporate and extend this Declaration to such lands. Owners of parcels subject to such supplemental declaration shall be Owners as defined by this Declaration.

ARTICLE X

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

10.1 Purposes. In order to promote the health, safety and welfare of all Owners and Residents, and to preserve, beautify and maintain the Property, the Community Facilities and all structures thereon as a community of high quality and to preserve and promote an environmental quality, the following covenants, restrictions and limitations as to use and occupancy are hereby adopted, declared and established.

10.2 Covenants and Restrictions. The following are the covenants and restrictions and limitations as to use and occupancy to which the Property is hereby subjected.

(a) Purpose of Property. Except as otherwise provided in this Declaration, no part of the Property other than Community Facilities shall be used for other than housing and any Dwelling Unit constructed on a Parcel shall be used only as a residence for a single family. To the extent permitted by law, an Owner of a Parcel may use a portion of a Dwelling Unit located thereon for his office or studio provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Owner or Resident; and provided further that such activities do not increase the normal flow of traffic or individuals in and out of the Property or in and out of said Owner's Parcel.

(b) Use of Lake and Water Facilities. The use and enjoyment of the Lake and other water facilities is governed by the following Restrictions:

(1) Use and enjoyment is limited to Owners and Residents and to their guests and is subject to any rules and regulations which may be established by the Association in addition to the provisions of this Section.

(2) No swimming nor scuba diving is permitted in the Lake.

(3) No one shall, while in, on, or about the Lake, cause or create any loud, noxious, or offensive activity or disturbance.

(4) Commercial fishing is prohibited.

(5) No alcoholic beverages or hallucinogens may be consumed while on the Lake and no one under the influence of such substances is permitted to go upon or in the Lake.

(6) No one shall be permitted to use on or in the Lake any motorized boat or motorized vehicle designed or use for the conveyance, movement or locomotion of persons or things.

(7) No one shall be permitted to use on or in the Lake any boat or flotation device which exceeds sixteen (16) feet in length.

(8) No boat docks, floats or other structures extending into the Lake shall be constructed or placed into or on the Lake without prior written approval of the Association.

(9) No one shall dump garbage, refuse, or waste on or into the Lake nor shall anyone commit waste upon the Lake or the Lake bed or the adjacent shoreline.

(10) No one will do anything on their own land which shall cause or contribute to the erosion of the Lake perimeter or affect the size or water level of the Lake, or alter the grade or the adjacent land so as to affect drainage into or out of the Lake.

(c) Parking. No parking spaces nor other part of the Community Facilities nor any parcel upon which a Dwelling Unit is constructed shall be used for parking of any trailer, truck, boat, or anything other than operative automobiles, motorcycles or scooters; provided, however, that the Board may, pursuant to rules and regulations provided for herein in Section 7.1(b), permit parking of such vehicles elsewhere upon the Property so long as the streetscape remains ecological and aesthetically pleasing. Any of such vehicles may, however, be stored or parked in an enclosed garage. The word "trailer" shall include trailer coach, house trailer, mobile home, automobile trailer, campcar, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit the use and occupancy thereof for human habitation, for storage, or the conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The word "truck" shall include and mean every type of motor vehicle other than passenger cars and other than any pick-up truck or van which is used as a principal vehicle by an Owner of a Dwelling Unit or his family. It is provided, however, that vehicles being used for the purpose of construction, delivery or repair work upon any Parcel or Dwelling Unit may be permitted to park on the Property.

(d) Hazardous Uses and Wastes. No Owner shall permit anything to be done or kept in his Dwelling Unit or on his Parcel which would be in violation of any law. No waste shall be committed in the Community Facilities.

(e) Exterior Surfaces of Buildings. Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a Dwelling Unit, and no sign shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board with the exception of signs advertising a Parcel for sale or rent or signs used by a Subdeveloper to advertise the property during the construction and sales period.

(f) Animals and Pets. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, accepted or permitted to remain on or kept on any Parcel including the Community Facilities except dogs, cats, or other household pets, provided that they are not kept, bred, or maintained for any commercial purpose. Any such pet or pets causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon seven (7) days written notice from the Board. No such pets may be allowed to run unattended.

(g) Nuisances. No activity which may be considered noxious or offensive by reason of odor, sound, appearance or sight shall be carried on any Parcel, or the Community Facilities, nor shall anything be done within any structure (including Dwelling Units), either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners, Residents or occupants.

(h) Prohibited Activities. Except as otherwise provided in this Declaration, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property.

(i) Trash. Trash, garbage, or other waste shall not be kept upon a Parcel except in sanitary containers.

(j) Laundry or Rubbish in Community Facilities. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Community Facilities. The Community Facilities shall be kept free and clear of rubbish, debris and other unsightly materials.

(k) Lounging or Storage in Community Facilities. Playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Community Facilities shall be subject to reasonable rules and regulations of the Association.

(l) Rental of Dwelling Units. Leases of Dwelling Units shall be subject to this Declaration. Dwelling Units shall not be rented by the Owners thereof for transient or hotel purposes, which shall be defined as rental for any period less than ninety (90) days.

(m) Obligation to Keep Premises in Good Repair. Each Owner during his period of ownership and, during his tenancy, each Tenant leasing a Parcel, shall keep each Parcel owned or leased by him and all structures thereon in such maintenance, repair and appearance as shall comply with the provisions of this Declaration and applicable laws and ordinances.

(n) Swimming Pools. No Swimming Pool a side of which extends in height over one (1) foot above the finished grade of a Parcel shall be constructed, erected, placed or permitted to remain upon any Parcel. This section shall not prohibit the construction, erection or placement of a diving board, slide, fence or other equipment appurtenant to an otherwise conforming swimming pool.

10.3 Failure to Comply. Failure to comply with the covenants and restrictions as to use and occupancy shall constitute a Default.

10.4 Curing Defaults. In the event of any Default under this Section, the Board shall give notice to the Owner of the Parcel involved, and a copy of such notice to any first mortgagee of the Parcel, setting forth with reasonable particularity the nature of such Default, and the specific action or actions required to remedy the Default. If the Owner fails to take the specific action or actions within thirty (30) days after the giving of notice, the Board may, but shall not be required to, exercise any or all of its rights hereunder. The Board may exercise without notice any of its rights hereunder with respect to any Default if it determines that an emergency exists requiring immediate action.

Costs incurred by the Association in exercising any of its rights with respect to any Parcel shall be a binding personal obligation of the Owner thereof which shall be payable on demand. If the Owner fails to pay such costs within thirty (30) days after demand, the Association shall have the right to collect such amounts as if such amounts were an Association

Assessment, in the manner prescribed in Section 4.6 of this Declaration.

10.5 Remedies. Nothing contained in this Section shall be deemed to effect or limit the rights of the Developer, a Subdeveloper, the Association, any Owner or Resident, or their legal representatives, heirs, devisees, successors or assigns, by appropriate judicial proceedings, to enforce the Restrictions, or recover damages for any Default. It is hereby declared that irreparable harm will result to beneficiaries of this Declaration by reason of a Default, and, therefore, each beneficiary shall be entitled to relief by way of injunction or specific performance to enforce the provisions of this Declaration, as well as any other relief available at law or in equity.

10.6 Right and Easement of Entry. The Association, through its authorized officers, employees, and agents, shall have the right and easement to enter upon any Parcel at all reasonable times and to do anything thereon necessary to perform the action or actions specified in the notice to the Owner to abate, remedy, extinguish, remove or repair a Default, without the Association or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of each entry or such action or actions as are carried out in accordance with the provisions of this Article.

10.7 No Waiver. The failure of the Developer, a Subdeveloper, the Association, any Owner or Resident, or their legal representative, heirs, devisees, successors or assigns, in any one or more instances, to insist upon compliance with any of the Restrictions, or to exercise any right or privilege conferred in this Declaration, shall not constitute or be construed as the waiver of such or any similar Restriction, right or privilege, including the right to cure Defaults, but the same shall continue and remain in full force and effect as if no such forbearance had occurred.

10.8 Rules and Regulations. The Board may adopt and enforce, and from time to time amend, reasonable rules and regulations regarding the administration, interpretation and enforcement of the Restrictions. Each such rule and regulation shall be consistent with and designed to further the purposes of this Declaration.

DAMAGE OR DESTRUCTION OF COMMUNITY FACILITIES AND INSURANCE

11.1 Insurance of Community Facilities. The Association shall at all times keep all structures (exclusive of land, lakes, foundations, excavations, ditches, changes in grade of six inches or more and other items normally excluded from insurance coverage) owned by the Association insured against loss or damage by fire, lightning and such other perils as are at this time comprehended within the term "extended coverage" and including vandalism and malicious mischief, sprinkler leakage, debris removal, cost of demolition and windstorm damage in an insurance company authorized to do business in the State of Ohio in an amount not less than 100% of the current replacement cost thereof without deduction for depreciation; provided, however, that nothing in this Article shall be construed to require an Owner to maintain any hazard insurance on an individual Dwelling Unit or to pay any mandatory assessment for such purpose. The Association may also maintain such additional insurance coverage as may from time to time be required by holders of first mortgages. The named insured shall be the Association.

11.2 Provisions in Fire and Extended Coverage Insurance Policies. Every fire and extended coverage insurance policy purchased by the Association shall provide:

(a) For the release by the issuer thereof of any and all rights of subrogation or assignment in all cause and rights of recovery against the Association, any Owner, Member or his family, Owner's Tenant or other occupant of a structure for a recovery against any one of them for any loss occurring to the insured property resulting from any of the periods insured against under such insurance policy.

(b) That the insurer shall annually appraise structures and notify the Association of any under-insurance.

11.3 Public Liability Insurance. The Association shall insure itself, all Owners and their respective families and other persons residing with them in the property, and all persons lawfully in possession of or in control of any part of the Community Facilities 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 the use of the Community Facilities. Such insurance shall afford protection to a limit of not less than \$1,000,000.00 with regard to bodily injury, disease, illness or death suffered by any one person and to the limit of not less than \$1,000,000.00 with

regard to any one occurrence, and to the limit of not less than \$1,000,000.00 with regard to damage to, or destruction of, property arising out of any one accident.

11.4 Insurance Premiums. Insurance premiums for the policies referred to herein and for such other policies as the Association shall determine from time to time to be desirable shall be paid from Assessments established in Article III.

11.5 Damage or Destruction and Restoration of Buildings.

(a) Sufficient Insurance. In the event a structure owned by the Association, or any portion thereof, shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies carried by the Association insuring against such loss or damage and payable by reason thereof shall be sufficient as determined by the Board to pay the cost of repair, restoration or reconstruction, then such repair, restoration or reconstruction may, with concurrence of the mortgagee of such structure, if any, be undertaken by the Association and the insurance proceeds may be applied by the Association in payment therefor, subject, however, to the provisions of Section 11.6 herein.

(b) Insufficient Insurance or Uninsured Casualty. In the event that a structure owned by the Association, or portion thereof, shall suffer damage or destruction from any cause which is not insured against or if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, such repair, restoration or reconstruction shall be considered a capital improvement and shall be subject to the provisions of Articles II and VII.

11.6 Procedure for Reconstruction, Restoration and Repair. As soon as reasonably possible after a casualty causing damage or destruction to a structure owned by the Association, the Association shall proceed to restore, repair or reconstruct the structure, subject to the provisions of this Declaration, to at least substantially the same condition in which the structure existed immediately prior to the casualty.

Specific procedures for reconstruction, restoration and repair not provided for in this Article, elsewhere in this Declaration or any amendments thereto shall be determined by the Board from time to time.

11.7 Notice to First Mortgagees. The Association will notify any first mortgagee of a Parcel who requests the same, in the event that the Community Facilities shall be damaged in an estimated amount exceeding \$10,000.00.

11.8 Payment by First Mortgagees of Obligations and Reimbursement for Same. In the event that the Association shall (a) default with regard to payment of taxes or other obligations which may become a charge against the Community Facilities, or (b) fail to pay premiums for insurance in accordance with this Article XI, and shall not in good faith contest liability for payment of same, first mortgagees of Parcels shall, upon prior written notice of intent to do so, to the Association, jointly or severally have the right to pay such amounts, whereupon such participating first mortgagees shall be entitled to reimbursement from the Association for payment of such amounts.

ARTICLE XII

ENFORCEMENT

12.1 Remedies. Nothing contained in this Declaration shall be deemed to affect or limit the rights of the Developer, the Association, any Owner or Resident, or Tenant, or their legal representatives, heirs, devisees, successors or assigns, by appropriate judicial proceedings, to enforce the Restrictions, or recover damages for any Default. It is hereby declared that irreparable harm will result to beneficiaries of this Declaration by reason of a Default, and, therefore, each beneficiary shall be entitled to relief by way of injunction or specific performance to enforce the provisions of this Declaration, as well as any other relief available at law or in equity.

12.2 No Waiver. The failure of the Developer, the Association, any Owner, Resident, or Tenant or their legal representatives, heirs, devisees, successors or assigns, in any one or more instances, to insist upon compliance with any of the Restrictions, or to exercise any right or privilege conferred in this Declaration, shall not constitute or be construed as the waiver of such or any similar Restriction, right or privilege, including the right to cure Default, but the same shall continue and remain in full force and effect as if no such forbearance had occurred.

12.3 Rules and Regulations. The Board may adopt and enforce, and from time to time amend, reasonable rules and regulations regarding the administration, interpretation and enforcement of the Restrictions.

ARTICLE XIII

DURATION, AMENDMENT AND TERMINATION

13.1 Duration. The Restrictions shall be covenants running with the land and shall bind the Property and every Parcel thereof, and shall (regardless of whether any such beneficiary owns an interest in any Parcel) inure to the benefit of and be enforceable by, the Developer, the Association and each Owner, Resident and Tenant and their legal representatives, heirs, devisees, successors and assigns, and shall continue in full force and effect for twenty (20) years from the date on which this Declaration is Recorded. Thereafter, the Restrictions shall be automatically renewed for successive ten-year periods unless amended or terminated as provided in this Article.

13.2 Amendment or Termination. Any provision of this Declaration may be amended in whole or in part or terminated by a recorded instrument executed by at least two-thirds of the Owners of all Parcels; provided, however, that any such amendment or termination shall become effective only with the written consent of the Developer, if during the Development Period.

The Secretary of the Board shall determine whether the persons who have signed any instrument of amendment or termination of this Declaration constitute at least two-thirds of the Owners of all Parcels and the Developer if during the Development Period and such determination shall be conclusive. Promptly after any amendment or termination of any part of this Declaration, the Secretary of the Board shall cause to be recorded (a) the written instrument of amendment or termination, (b) the written consents required herein, and (c) the certificate of the Secretary of the Board that at least two-thirds of the Owners and the Developer, if during the Development Period, have signed such instrument.

The Association shall maintain such copies filed with it by the Secretary of the Board as a permanent record and shall make copies thereof available to any Owner at a reasonable cost.

Notwithstanding anything above to the contrary, this Declaration may be amended without the vote of Owners by a written instrument executed by the Association for the purpose of (a) eliminating any typographical or other inadvertent error herein, or (b) eliminating or resolving any ambiguity herein.

ARTICLE XIV

MISCELLANEOUS

14.1 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.

14.2 Notices. Except as otherwise provided in Section 6.3, any notice required or permitted to be given to an Owner or Resident by the Association pursuant to the provisions of this Declaration shall be deemed given when mailed by United States mail, postage prepaid, addressed to his last address as it appears on the records of the Association, or when personally delivered to the intended recipient.

14.3 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.

14.4 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.

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

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

14.7 Notice to and Rights of First Mortgagees. All notices and documents required to be provided to Owners under this Declaration or under the Articles of Incorporation or Regulations of the Association shall, upon prior written request by the holder of a first mortgage on any Parcel, be provided to such first mortgagee at the same time as provided to Owners.

Any holder of a first mortgage on any Parcel may designate a representative to attend any meeting of Owners.

The holder of a first mortgage shall have the same right to inspect books and records of the Association as the Owner of the Parcel subject to such mortgage.

14.8 Liability. All Owners, Residents and guests use the Community Facilities at their own risk. The Association assumes no control over any person not an authorized agent of the Association who may be on or about the Community Facilities. The Association assumes no liability nor responsibility for any injury sustained while on or about the Community Facilities which may arise or result from an act, acts, omission or omissions, whether negligent or otherwise, of the injured party, Owner, Resident, Guest or any other person or entity.

14.9 Indemnification. Any Owner, Resident, or Guest, which by his willful, wanton, reckless or negligent act, causes or creates a condition or occurrence on or about the Community Facilities which results in injury, disease, death to another, or Property damage, shall indemnify and hold harmless the Association and every other Owner and Resident for any liability.

14.10 Conflict of Provisions. In the event of a conflict between the Restrictions or any one or more of them and the restrictions of any declaration which may be recorded subsequent to this Declaration, or the restrictions of any declaration pertaining to and affecting the whole of Woodcreek Subdivision, the more restrictive restriction, covenant, condition, easement or other obligation shall control.

IN WITNESS WHEREOF, the Developer, and the Mortgagee have caused this Declaration to be executed by their duly authorized officers as of the day and year first above written.

SIGNED AND ACKNOWLEDGED

IN THE PRESENCE OF:

TOWNE PROPERTIES, INC.
an Ohio Corporation

August M. LeViness
JEB

BY Neil K. Bortz
NEIL K. BORTZ, PRESIDENT

FIRST MILFORD SAVINGS ASSOCIATION
an Ohio Corporation

Judith A. Henderson
JEB

BY Charles M. Shaw
CHARLES M. SHAW, SECRETARY

STATE OF OHIO)
)
COUNTY OF HAMILTON)

BOOK 610 PAGE 264

SS:

The foregoing instrument was acknowledged before this 3rd day of JULY, 1978 by NEIL K. BORTZ, President of TOWNE PROPERTIES, INC., an Ohio corporation, on behalf of said corporation.



Joe B. Conn
Notary Public

JOE B. CONN, Attorney at Law
Notary Public - State of Ohio
My Commission Has No Expiration Date
Section 147.03 RC

STATE OF OHIO)
)
COUNTY OF CLERMONT)

SS:

The foregoing instrument was acknowledged before me this 6th day of JULY, 1978, by CHARLES M. STAN, SECRETARY of FIRST MILFORD SAVINGS ASSOCIATION, an Ohio Corporation, on behalf of said corporation.



Joe B. Conn
Notary Public

JOE B. CONN, Attorney at Law
Notary Public - State of Ohio
My Commission Has No Expiration Date
Section 147.03 RC

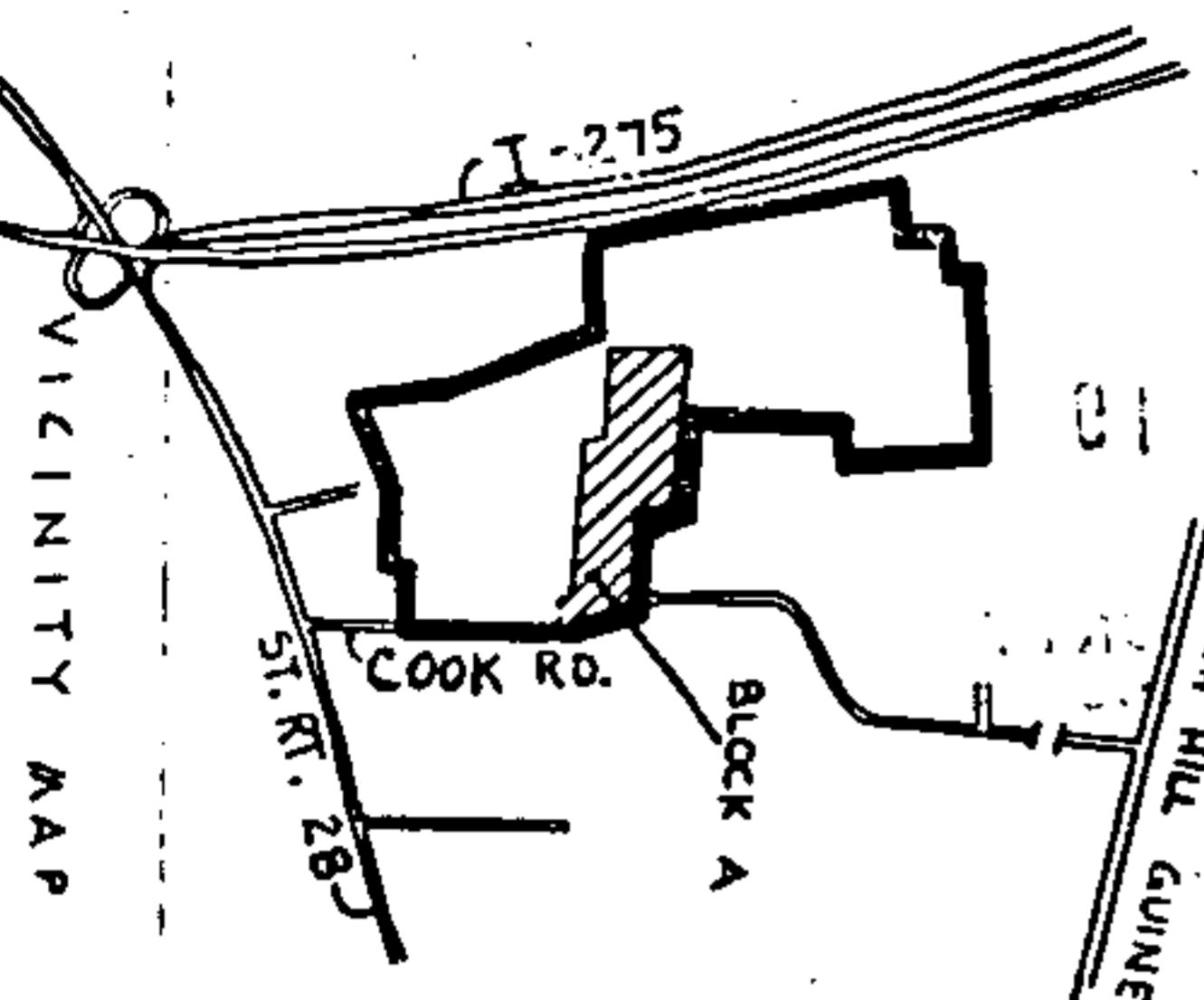
BOOK 610 PAGE 265

EXHIBIT A

Situated in Miami Township, Clermont County, State of Ohio, and in Military Surveys Nos. 992, 288, 4848 and 3627, and being more particularly described as follows:

Being all of Woodcreek Subdivision, Block A, as recorded in Plat Book U, Pages 67 through 69, of the Clermont County, Ohio Recorder's Plat Records.

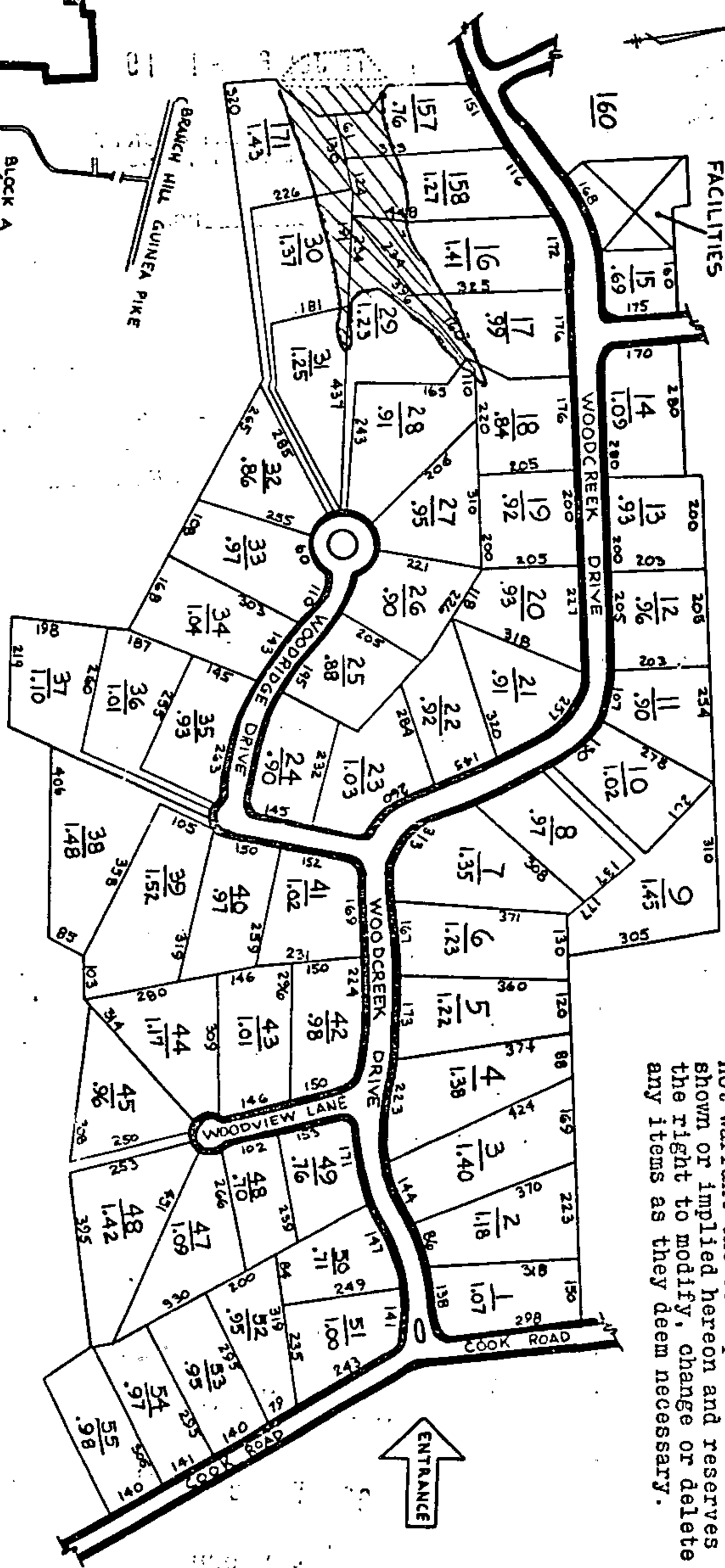
Prior Deed Reference: Deed Book 532, Page 513.



WOODCREEK BLOCK A

WOODCREEK LAKE LOCATION

Shaded area indicates approximate area and location of Lake.



-THIS DRAWING FOR INFORMATION ONLY-
The developer, Towne Properties, does not warrant the conceptual information shown or implied hereon and reserves the right to modify, change or delete any items as they deem necessary.

NOTE: MAJOR DIMENSIONS SHOWN FOR ILLUSTRATIVE PURPOSE ONLY - REFER TO RECORD PLAN FOR EXACT DETAILS.



NO SCALE

BOOK 610 PAGE 267

RECEIVED FOR RECORD
WILLIAM SHEBESTA
RECORDER

78 JUL 6 P 1 19

CLERMONT COUNTY
BATAVIA, OHIO

VOL 610 PG 229

41.00
Shirley S. Shebesta

8213

JUL 6 1978

REC. FOR RECORD NO. 8213 AT 1 18 AM

RECORDED JUL 7 1978 FEE 41.00

WILLIAM SHEBESTA - RECORDER - CLERMONT CO., OHIO

CLERMONT COUNTY
BATAVIA, OHIO

78 JUL 8 P 12 30

RECEIVED FOR RECORD
WILLIAM SHEBESTA
RECORDER