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LINDA ODA

WARREN COUNTY RECORDER

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DECLARATION

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I HAVE READ, UNDERSTOOD AND ACCEPTED THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COUNTRY CREEK SUBDIVISION AS ADDITIONAL DEED RESTRICTIONS.

Witness

Buyer

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
COUNTRY CREEK SUBDIVISION

This Instrument Prepared By:
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Attorney at Law
10001 Dayton Lebanon Pike
Dayton, Ohio 45458

DECLARATION

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, creating covenants, conditions, and restrictions, is made on the date hereinafter set forth by COUNTRY CREEK ASSOCIATES, LLC, an Ohio limited liability company, "Declarant" and COUNTRY CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC., an Ohio not for profit corporation, "Association", under the circumstances summarized in the following Recitals that utilize capitalized terms as defined in Article I of this Declaration.

RECITALS:

A. Declarant is the owner of the Property and it is the desire and intent of the Declarant to develop the Property into a single-family residential community consisting of Lots on which Dwelling Units are to be constructed. Such Plat Plan has been filed with the Recorder, Warren County Ohio in Plat Book 96 Pages 58, 59, 60.

B. Declarant contemplates submitting Additional Property to the provisions hereof by an Amendment.

C. Declarant desires to establish a plan of covenants, conditions, restrictions and private assessments to provide for:

- (i) the Preservation of the values and amenities in the Property;
- (ii) the compliance with all zoning and similar governmental regulations;
- (iii) the promotion of health, safety and welfare of all owners (the "Owners") of lots created from the subdivision of the Property (each a "Lot");
- (iv) the preservation, beautification and maintenance of the Property and all structures thereon;
- (v) the preservation and promotion of environmental qualities; and
- (vi) the establishment for development of the Property of requirements relating to land use; architectural features and site planning, to enhance the preservation of the values and amenities in the Property.

To accomplish these ends, Declarant is making this Declaration and has formed the Association to enforce and administer the provisions hereof.

D. The Property is part of COUNTRY CREEK ESTATES Subdivision.

DECLARATIONS:

NOW, THEREFORE, Declarant hereby declares that all of the Property and any Additional Property added to this plan shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions and assessments, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These easements, covenants, conditions, restrictions and assessments, unless otherwise specifically limited herein, shall run with the Property submitted hereby and any additions thereto, and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof and additions thereto, and shall inure to the benefit of each Owner.

ARTICLE I DEFINITIONS

- 1.01 General.** The following terms used herein are defined as hereinafter set forth. The singular, wherever used, shall be construed to mean the plural when applicable.
- 1.02 Additional Property** shall mean property adjoining the Property, which the Declarant owns and/or acquires, and which, together with improvements thereon, may be added to the Property, and which Declarant intends to subject to these covenants and restrictions, together with any other real property adjacent to these premises which the owner and Declarant wish to include under these covenants, conditions and restrictions
- 1.03 Amendment and/or Amendments** shall mean an instrument executed with the same formalities of the Declaration and Recorded for the purpose of amending the Declaration, the By-Laws or any other Exhibits.
- 1.04 Initial Assessment** shall mean the first assessment levied and assessed against the property for one (1) years worth of dues to be collected at the initial closing of the property in a sale from Declarant to the first property owners
- 1.05 Annual Assessments** shall mean those assessments levied and assessed against all Owners for the purpose of paying the Common Expenses.
- 1.06 Articles and Articles of Incorporation** shall mean the articles filed with the Secretary of State of Ohio incorporating the Association as an Ohio not-for-profit corporation under the provisions of Chapter 1702 of the Ohio Revised Code as the same may be lawfully amended from time to time.
- 1.07 Association** shall mean COUNTRY CREEK ESTATES HOMEOWNERS' Association, Inc, an Ohio not-for-profit corporation, its successors and assigns.

- 1.08 **By-Laws** shall mean the By-Laws of the Association, which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702 of the Ohio Revised Code.
- 1.09 **Common Expenses** shall mean those costs and expenses set forth in Section 5.02.
- 1.10 **Construction Standards** shall mean the standards or criteria set forth in Exhibit "B" and any amendments thereto.
- 1.11 **Declarant** shall mean Country Creek Associates, LLC., an Ohio limited liability company, or George R. Oberer, Jr., its designated agent.
- 1.12 **Declaration** shall mean this instrument and, unless the context prohibits, any and all amendments hereto.
- 1.13 **Design Review Committee** shall mean the committee created and established pursuant to Article XI for the purposes stated therein.
- 1.14 **Design Standards** shall mean the standards or criteria set forth in Exhibit "A" and any amendments thereto.
- 1.15 **Development Period** shall mean a period of time ten (10) years from the date on which this Declaration is Recorded, or when the Declarant voluntarily relinquishes control of the Association, or when Declarant has sold all of the Lots to Owners, whichever first occurs.
- 1.16 **Dwelling Unit** shall mean a building and other improvements situated upon a Lot designed and intended for the use and occupancy by a person or persons as a single family private residence.
- 1.17 **Eligible First Mortgagee** shall mean any First Mortgagee who has provided the Association with written notice of its right to receive notices or other information from the Association.
- 1.18 **Exhibit** shall mean any document or instrument attached to the Declaration.
- 1.19 **First Mortgagee** shall mean the holder of any valid Recorded mortgage on the Property.
- 1.20 **Lot** shall mean those parcels of real property on which Dwelling Units are to be constructed.
- 1.21 **Majority of Owners** shall mean those Owners holding fifty-one percent (51 %) of the voting power of the Association.
- 1.22 **Managing Agent** shall mean a person or entity retained or employed by the Association to

act as a manager or managing agent for the Association.

1.23 **Member** shall mean an Owner that is subjected hereto.

1.24 **Occupant** shall mean any Person who resides in a Dwelling Unit.

1.25 **Organizational Documents** shall mean this Declaration, the Articles, the By-Laws and the Plat Restrictions, including any amendments thereto.

1.26 **Owner** shall mean the Owner of any Lot on which Dwelling Units have been or are to be constructed thereon and for purposes thereof shall include any Builder.

1.27 **Person** shall mean a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.28 **Plat** shall mean a Recorded plat or subdivision of the Property and any amendments thereto.

1.2* **Plat Restrictions** shall mean any covenants, conditions or restrictions set forth in the Plat.

1.30 **Property** shall mean the real property subject to this Declaration as described in Section 2.01.

1.31 **Quorum** shall mean the presence in person or by proxy of a Majority of Owners.

1.32 **Recorded** shall mean the filing with the Recorder of Warren County, Ohio.

1.33 **Special Individual Lot Assessment** shall mean those assessments levied and assessed against a particular Owner pursuant to Section 5.13.

ARTICLE II

DESCRIPTION OF PROPERTY

2.01 **General** The Property is described as follows, with one (1) Dwelling Unit constructed or to be constructed on each Lot and used exclusively as a single-family private residence:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "C"

- 2.02 **Subdivision.** No Lot shall be further subdivided except by Declarant prior to conveying title to an Owner.
- 2.03 **Replat.** No Owner other than Declarant shall take any action to increase or reduce the size of, or subdivide and/or replat any Lot or Lots, except an Owner of any two or more adjacent Lots in Country Creek may, at their sole costs and expense, combine such Lots into a single Lot. Owner shall be responsible for filing an amendment to the plat of COUNTRY CREEK ESTATES reflecting the Lot combination with the Warren County Recorder and all costs and expense of combining said lots into a single lot. The Owner of such combined Lot shall be considered to own only one Lot for voting purposes, except for the payment of homeowner's assessments, which shall be counted as two lots with payment for each lot.

ARTICLE III ASSOCIATION

- 3.01 **Organization.** The Association was formed as an Ohio not-for-profit corporation pursuant to the provisions of Chapter 1702 of the Ohio Revised Code, by the filing of its Articles with the Secretary of State of Ohio. On the date of its incorporation, the Association duly adopted a set of administrative operating rules called By-Laws.
- 3.02 **Membership.** Each Owner, upon acquisition of title to a Lot, shall automatically become a Member of the Association. Membership is appurtenant to and shall not be separated from ownership of a Lot. Such membership shall terminate upon the sale or other disposition by such Member of his Lot ownership, at which time the new Owner automatically shall become a Member of the Association. When more than one (1) Person is an Owner of a Lot, all such Persons shall be Members.
- 3.03 **Voting Rights.** Each Owner shall be entitled to the number of votes in the affairs of the Association that equals the number of Lots owned by that Owner. If such Lots are owned by more than one person, each such Person shall have a fraction of a vote equal to his, her or its undivided interest in that Lot
- 3.04 **Administration of Property.** The administration of the Property shall be in accordance with the provisions of the Organizational Documents. Each Owner, tenant or occupant of a Lot shall comply with the provisions of the Organizational Documents and the decisions and resolutions of the Association or its representative.
- 3.05 **Board of Trustees.** The Board of Trustees elected as provided by the By-Laws shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, the Organizational Documents, except as otherwise specifically provided; provided, however, that in the event any such power, duty or right shall be deemed exercisable or dischargeable by or vested in a member of the Board of Trustees he shall be deemed to act in such capacity to the extent required to authenticate his acts and to carry out the purposes of the Organizational Documents.

- 3.06 **Declarant's Rights.** During the Development Period the powers, rights, duties and functions of the Association shall be exercised by a Board of Trustees selected by Declarant. Declarant reserves the right to relinquish such right to control at any time. Declarant further has the right to engage a Management Agent to operate and control the Homeowners' Association and delegate the rights, authority and responsibilities of the Homeowners' Association to said Management Agent.
- 3.07 **Delegation to Managing Agent.** The Association may delegate all or any portion its authority to discharge its responsibility to a Managing Agent, subject to the limitations that:
- (a) Any such delegation is by a written contract with a term of not longer than one (1) year in duration, and thereafter renewed for one (1) year periods as determined by the Board of Trustees.
 - (b) That any such contract is terminable by either party without cause upon sixty (60) days written notice without any termination charges or other penalties.
 - (c) That any such contract entered into by the Declarant pursuant to 3.06 above, prior to the time it releases or relinquishes control of the Association, shall terminate when the Declarant releases or relinquishes such control unless such contract is renewed by a vote of the Unit Owners at the meeting called for purposes of turning over control of the Association.
- 3.08 **First Meeting.** The first meeting of the Association shall occur within thirty (30) days after the expiration of the Development Period.
- 3.09 **Indemnification of Trustees, Officers, Employees, Agents and Volunteers.** To the extent permitted by law, the Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed civil, criminal, administrative or investigative action, suit or proceeding, other than an action by or in the right of the Association, by reason of the fact that he or she is or was a trustee, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a Trustee, officer, employee, agent or volunteer of another corporation, domestic or foreign, non-profit or for profit, or a partnership, joint venture, , trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action, suit or proceeding, if he or she acted in good faith and in a manner he or she reasonably believed to be in the best interest of the Association, and, with respect to any criminal action or proceeding, if he or she had no reasonable cause to believe his or her conduct was unlawful.

The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a Trustee, officer, employee, agent or volunteer of the

Association, or is or was serving at the request of the Association as a Trustee, officer, employee, agent or volunteer of another corporation, domestic or foreign, non-profit or for profit, or a partnership, joint venture, trust or other enterprise against expenses, including attorneys' fees, actually and reasonably incurred by him or her in connection with the defense or settlement of the action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, except that no indemnification shall be made in respect of any claim, issue or matter as to which the person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association unless, and only to the extent that, the court of common pleas or the court in which the action or suit was brought determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court of common pleas or such other court deems proper.

Any indemnification under this Section 3.09, unless ordered by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Trustee, officer, employee, agent or volunteer is proper in the circumstances because he or she had met the applicable standard of conduct set forth above. This determination shall be made (a) by a majority vote of a quorum consisting of Trustees of the Association who were not and are not parties to or threatened with action, suit or proceeding, or (b) whether or not a quorum is obtainable, and if a majority of a quorum of disinterested Trustees so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney who has been retained by or who has performed services for the Association or any person to be indemnified within the past five years, or (c) by the members, or (d) by the court of common pleas or the court in which the action, suit or proceeding was brought. Any determination made by the disinterested Trustees or by independent legal counsel or described above shall be promptly communicated to the person who threatened or brought the action or suit by or in the right of the Association and within ten days after receipt of such notification, that person shall have the right to petition the court of common pleas or the court in which the action or suit was brought to review the reasonableness of this determination.

The indemnification provided in this Section 3.09 shall not be deemed exclusive of any other rights to which the person seeking indemnification may be entitled under the Articles of Incorporation, or any agreement, vote of members or disinterested Trustees, or otherwise, both as to actions in his or her official capacity and as to actions in another capacity while holding office, and shall continue as to a person who has ceased to be a Trustee, officer, employee, agent, or volunteer and shall inure to the benefit of the heirs, executors and administrators of that person.

ARTICLE IV
EASEMENT(S)

- 4.01 **Easements for Repair, Maintenance and Restoration.** The Association shall have a right of access and an easement to, over and through each Lot during reasonable hours and upon giving reasonable notice for ingress and egress and all other purposes which enable the Association to perform its obligations, rights and duties with regard to maintenance, repair, restoration or servicing of any items, Lots, things or areas of or on the Property, including the removal, correction or abatement of any violation or breach of any attempted violation or breach of the covenants and restrictions herein.
- 4.02 **Easement for Telephone, Utilities and Cable Television.** The Association may hereafter grant easements on behalf of Owners to entities for telephone and utility purposes for the benefit of the Property and also the installation and maintenance of cable television lines for the benefit of the Property and/or individual Lots.
- 4.03 **Easement for Surface Water.** Any Lot area designated for the natural flow of surface water shall be at all times kept free from any obstruction to such natural flow of surface water. No Owner that has a natural spring on his Property shall dam, alter, pollute or in any way change its present configuration or flow. Further, no Owner shall dam up or block the flow of any ravine or any natural runoff without the approval of the Design Review Committee and the approval of Warren County Engineers. **Every Owner and his builder is responsible for checking the construction drawings with John Schmiel, The Siebenthaler Company, 3001 Catalpa Drive, Dayton, Ohio 45405, to make sure a lot is graded correctly to maintain the flow of water, both on the individual's lot and all surrounding lots.**
- 4.04 **Easement for Street Monuments.** Declarant reserves for the benefit of Declarant, all Owners, occupants of Lots and the Association easements for street monuments and any other monuments or markers installed for the use and benefit of Owners and occupants of Lots, which such easements shall be more particularly described and located in subsequent amendments to this Declaration. No improvement may be placed on any part of any Lot that will materially impede the free and normal use of those easements. Declarant reserves the right and easement for itself, its successors and assigns, to enter upon the easement areas in order to install, maintain, repair, use and/or replace such monuments and markers. Declarant, its successors and assigns, shall carry liability insurance protecting against damage to such monuments and markers and the related easement area. The easements and rights granted and/or reserved in this Declaration are easements appurtenant, running with the land which comprises a part of the Property, perpetually in full force and effect.
- 4.05 **Easement for Tree Watering and Grass Maintenance.** Declarant, reserves for the benefit of Declarant, during the Development Period, and thereafter, for the Association:
- A) an easement, should it decide it appropriate to do so, the permissive right, but not obligation to plant a design tree on each open lot and for the watering and

maintenance of such trees which Declarant has planted on each open lot and the right, but not the obligation, to replace any tree which dies, in conformance to Section 13.2 of the COUNTRY CREEK ESTATES Design Standards; and

- B) an easement for the mowing, cutting and maintenance of grass for the area that runs from the roadway through the drainage trough and over the mound to the flat portion of an owners lot. Said area is more detailed in Exhibits D-1 and D-2. This easement shall apply to all lots which abut St. Route 741. Said area to be treated as common area for the purpose of grass cutting maintenance. However, if the owner should erect a fence abutting this area, the owner shall be responsible for trimming the grass growing on both sides of such fence to a minimum of one foot (1.0') from such fence into the area of this easement.

- 4.06 Consent to Easements.** Each Owner hereby grants, and the transfer of title to an Owner shall be deemed to grant, the Declarant and/or the Association an irrevocable power of attorney to execute, acknowledge and record, for and in the name of such Owner and his mortgage or mortgagees, such instruments as may be necessary to effectuate any easements granted or reserved by the Declarant and/or the Association in this Article.
- 4.07 Maintenance of Easements.** Each Owner shall be responsible for the maintenance of the easement area on their Lot, except as provided for in 4.05 above. Any improvements made on or under any easement shall be made at the risk of the Owner of the Lot on which such improvements are made, and in no case shall any improvements, alteration or construction upon such easement be made without the approval of the Engineer of Warren County, Ohio.
- 4.08 Easements Shall Run With Land.** All easements and rights described are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Declarant and any Owner, purchaser, mortgagee, and any other person having an interest in the Property or any part or portion thereof. Failure to refer specifically to any or all of the easements described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said easement but same shall be deemed conveyed or encumbered along with the Lot.
- 4.09 Access Easements.** No driveways, walkways or sidewalks shall be erected, placed or permitted to remain within twenty-five (25) feet of the rear lot line, except corner Lots, and no Lots in COUNTRY CREEK ESTATES Subdivision shall be used for access to adjoining grounds by vehicular traffic except for those that are indicated for future access on the COUNTRY CREEK ESTATES Preliminary Design Plan. Access by farm machinery and/or garden equipment shall be allowed for agricultural purposes only.

ARTICLE V
ASSESSMENTS

- 5.01 Creation of Lien and Personal Obligation of Assessments.** For each Lot owned within the Property, Declarant hereby covenants and each Owner by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay the Association: (a) Initial Assessment, (b) Annual Assessments; and (c) Special Individual Lot Assessments, such assessments to be established and collected as hereinafter provided. Such assessments, together with interest, cost and reasonable attorneys' fees shall be the personal obligation of each Owner.
- 5.02 Initiation Fee/Initial Assessments.** Each lot, upon initial sale by the Developer shall be assessed an Initiation Fee for the benefit of the Homeowners' Association to be paid at the closing of the sale of said lot in the amount of Eight Hundred Dollars (\$800.00). The Purchaser shall also pay the prorated Initial Annual Assessment at closing as determined by the Association Budget. The Initiation Fee is in the same amount as the Annual Assessment. Future sales and the Initiation Fee required shall be the same as the Annual Assessment as may be changed by the Developer or the Board of the Homeowners' Association. On an ongoing basis, said lot shall be subject to the Annual Assessments levied and determined by the Developer or Homeowners' Association.
- 5.03 Purpose of Annual Assessment.** The Annual Assessments shall be used exclusively to promote the recreation health, safety and welfare of the residents of the Property and the enforcement of these restrictions. The assessments shall include, without limitation, the following Common Expenses:
- (a) Maintenance and repair of those items which have been assigned to the Association hereunder.
 - (b) Insurance premiums for insurance obtained by the Association.
 - (c) Costs for the operation, management and administration of the Association, including without limitation, fees for property management, fees for legal and accounting services, fidelity bonds, cost of mailing and postage.
 - (d) A general operating reserve to assure the availability of funds for the purposes hereunder.
- 5.04 Owner's Share of Annual Assessments.** Each Owner's share of the Annual Assessment shall initially, be Eight Hundred Dollars (\$800.00) per Lot per year. Thereafter, the Annual Assessment shall be established by the Annual Budget of the Association.
- 5.05 Preparation of Estimated Budget.** On or before January 31st of the following year, the Association shall prepare an estimate of the total amounts necessary to pay the cost of

wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services; together with a reserve for contingencies and replacements. On or before February 28th, each Owner shall be notified in writing as to the amount of such estimate, with reasonable itemization thereof. On or before the date of the annual meeting in each calendar year, the Association shall supply to all Owners an itemized accounting of the maintenance expenses actually incurred for the preceding calendar year, together with a tabulation of the amounts collected pursuant to the estimate provided; and showing the net amount over or short of the actual expenditures plus reserves.

- 5.06 **Fiscal Year Option.** In lieu of the calendar year format, the Board of Trustees may elect to adopt a fiscal year. In such event, the requirement for the preparation of the estimated budget shall be the first day of the month immediately preceding the beginning of such fiscal year and notices of such estimate shall be forwarded on or before the 15th day of such month. In such event, assessments shall commence on the first day of the fiscal year and payments shall be adjusted accordingly.
- 5.07 **Reserve for Contingencies and Replacements.** The Association shall build up and maintain a reasonable reserve for contingencies and replacement. Extraordinary expenditures not originally included in the annual estimate that may be necessary for the year shall be charged first against such reserve. If said estimated cash requirement proves inadequate for any reason, including non-payment of any Owner's assessment, the same shall be assessed to the Owners according to each Owner's share of the assessments. The Association shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefore and such further assessment shall become effective within ten (10) days after the delivery or mailing of such notice of further assessment. All Owners shall be obligated to pay the adjusted amount.
- 5.08 **Budget For First Year.** When the first Board of Trustees hereunder takes office, the Association shall determine the estimated cash requirement, as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31 of the calendar year in which such election occurs.
- 5.09 **Failure to Prepare Annual Budget.** The failure or delay of the Association to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves as herein provided, whether the same shall be determined. In the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the maintenance charge at the existing rate established for the previous period until the maintenance payment which occurs more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.
- 5.10 **Books and Records of the Association.** The Association shall keep correct and complete books and records of account, specifying the receipts and expenditures relating to common receipts and expenses, together with records showing the allocation, distribution and collection of the common profits, losses, and expenses among and from the Owners,

and minutes of the proceedings of the Owners and Board of Trustees. Such books and records shall be open for inspection by any Owner and any representative of an Owner duly authorized in writing, at reasonable times and upon request by an Owner. If, by terms of a first mortgage, an Owner has authorized such mortgagee to inspect such books and records, the presentation to the secretary of the Association by a representative of such mortgagee a copy of the mortgage containing such authorization shall constitute written authorization of such inspection.

Upon ten (10) days notice to the Board of Trustees and upon payment of a reasonable fee, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

- 5.11 Commencement of Assessments.** Annual Assessments shall begin with respect to each Lot on the date on which the deed transferring title to such Lot from Declarant to an Owner is Recorded. If Declarant sells a lot to a builder, in the Builders' business name, assessments shall only commence upon the issuance of an occupancy certificate or transfer of title to an Owner. On such date the amount payable shall be a pro-rated amount determined as of such date until the next payment date.
- 5.12 Payment of Assessments.** Assessments shall be payable on an annual basis, or as determined by the Board of Trustees, but shall be paid in fall on or before January 30 of each year, whether invoiced or not.
- 5.13 Declarant's Obligation to Pay Assessments.** Notwithstanding any provisions hereof, Declarant shall have no obligation to pay annual Assessments for the Lots owned by it; except that Declarant will pay to the Association an amount equal to the difference between the actual operating expenses of the Association and the aggregate of the yearly assessments paid by the Owners, other than Declarant. Declarant's obligation to pay said deficiency shall cease when Declarant relinquishes control of the Board of Trustees, at which time Declarant shall have no obligation to pay any annual Assessments or other fees to the Association for the Lots owned by it. During such time as Declarant makes any payments to or on behalf of the Association, such payments shall be treated as a loan to the Association and a lien shall be in place against each Lot until such loan is repaid in full. Declarant shall subordinate such lien to any first Mortgage holder as requested. The loan shall be paid back to Declarant by the association in an amount not more than 10% of the assessed dues and to run not more than 10 years post turnover of the Association to the homeowners or the end of the Development Period, whichever is sooner.
- 5.14 Special Individual Lot Assessment.** Notwithstanding anything to the contrary herein, if the Association shall incur any cost or expense for or on account of any item of maintenance, repair or other matter directly or indirectly occasioned or made necessary by any wrongful or negligent act or omission of any Owner, such cost or expense shall be borne by such Owner and not by the Association, and if paid by the Association shall be paid or reimbursed to the Association by such Owner as a Special Individual Lot

Assessment.

- 5.15 **Abandonment.** No Owner may exempt himself from liability for his contribution toward the Common Expenses by the abandonment of his Lot.

ARTICLE VI
REMEDIES FOR NON-PAYMENT OF ASSESSMENT

- 6.01 **Late Charges.** If any assessment is not paid within ten (10) days after the same has become due the Board Trustees, at its option and without demand or notice, may charge a late charge not exceed \$30.00 and/or interest on any unpaid balance at the rate of 12% per annum.
- 6.02 **Lien of Association.** The Association shall have a lien upon the estate or interest in any Lot of the Owner thereof for the payment of the portion of the assessments chargeable against such Lot which remain unpaid for 10 days after the same have become due and payable from the time a certificate therefore subscribed by the President of the Association is Recorded pursuant to authorization given by the Board of Trustees. Such certificate shall contain a description of the Lot, the name(s) of the record Owner thereof and the amount of such unpaid portion of the assessments. Such lien shall remain valid for a period of five (5) years from the time of filing, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of the Court in an action brought to discharge such lien as herein after provided.
- 6.03 **Priority of Association's Lien.** The lien provided for herein shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of First Mortgagees which have been filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association. In any such foreclosure action, the Owner(s) of the Lot affected shall be required to pay a reasonable rental for such Lot during the pendency of such action and the Plaintiff in such action is entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Association shall be entitled to become a purchaser at the foreclosure sale.
- 6.04 **Dispute as to Common Expenses.** Any Owner who believes that the portion of assessments chargeable to his Lot for which a certificate of lien has been filed by the Association has been improperly charged against him or his lot, may bring an action in the Court of Common Pleas for Warren County, Ohio, for the discharge of such lien.
- 6.05 **Non-Liability of First Mortgagee for Past Due Assessments.** When a First Mortgagee acquires title to a Lot as a result of foreclosure of a lien, such First Mortgagee shall not be liable for the share of assessment by the Association chargeable to such Lot that become due prior to the acquisition of title to such Lot. Such unpaid share of

assessments shall be deemed to be assessments collectible from all of the Lots, including that of such First Mortgagee.

- 6.06 **Liability for Assessments Upon Voluntary Conveyance.** In a voluntary conveyance of a Lot the grantee of the Lot shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the grantor and his Lot for his share of the assessments up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee and his mortgagee shall be entitled to a statement from the Board of Trustees setting forth the amount of all unpaid and current assessments against the grantor due the Association, and such grantee shall not be liable for nor shall the Lot conveyed be subject to a lien, for any unpaid assessments made by the Association against the grantor in excess of the amount set forth in such statement for the period reflected in such statement.

ARTICLE VII

REMEDIES FOR BREACH OF COVENANTS AND RESTRICTIONS

- 7.01 **Abatement and Enjoyment.** The violation of any provision of the Organizational Documents shall give the Board of Trustees the right to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

ARTICLE VIII

MAINTENANCE

- 8.01 **Association.** The Association shall make all necessary replacements to all street signs, stop signs and speed limit signs and non-standard guardrails in conformity with any applicable requirements by Clearcreek Township/Warren County which are non-conforming to township and county specifications. Additionally, the Association shall be responsible for replacement of any damaged common areas which are also non-conforming with township and county specifications. The purpose of this covenant shall be to avoid any costs to Clearcreek Township taxpayers outside of the COUNTRY CREEK ESTATES Subdivision for maintaining non-standard signs, non-standard signposts and non-standard guardrails installed in the public road right-of-ways within the subdivision. The COUNTRY CREEK ESTATES Homeowners' Association shall:
- (a) Replace any sign, signpost and guardrail repaired by Clearcreek Township with standard materials, using the special-materials selected

for use by the COUNTRY CREEK ESTATES Homeowners' Association, and;

- (b) Employ any personnel and ODOT approved signage necessary to maintain traffic on public road right-of-way while performing repairs.
- (c) The Association shall furnish maintenance, including grass cutting, etc. in the area which will have lights, irrigation, fencing, etc. and which area is part of the public right of way.
- (d) The Association shall furnish all maintenance, repair and replacement for any bridge culverts and any private roads located on the Property. The Association and Owners, by acceptance of a deed to a Lot subject to this Declaration, acknowledge and agree that neither the Warren County Engineers Office nor any other county office has any responsibility for the maintenance, repair and replacement for any bridge culvert located on any private road and the Association shall hold the Warren County Engineers Office and other county offices harmless for any claims in connection with any costs associated with the maintenance, repair and replacement for any bridge culvert located on any private road.

8.02 Common Area Grass Cutting. The Association shall be responsible for the expense of grass cutting of all common areas of ground anywhere in the development.

8.03 Owner. The Owner of each Lot shall make all necessary repairs and replacements to his Dwelling Unit and shall maintain his Lot and all improvements thereon. All Owners shall be responsible for the cutting of their own grass all the way to the edge of the blacktopped road. Any Lots that are not cut and kept in a neat appearance on a regular basis shall be cut by a commercial operation retained by the Association, and the resulting bill shall become the responsibility of the Owner. If, after being notified of the bill, the Owner does not pay within thirty (30) days, the Association shall have the right to file a lien on the Lot. The Owner shall be responsible for the Association's legal costs related to the filing and releasing the lien.

8.04 Annual Assessments. The Owner of each Lot shall be responsible for the payment of Annual Assessments for Community Expenses as set forth herein or as further determined by the Board of Trustees.

ARTICLE IX

LIABILITY AND OTHER INSURANCE

9.01 Liability Insurance. The Association, as a Common Expense, shall insure itself, the Board of Trustees, all Owners and Members of their respective families and other persons

residing with them in the Property, their tenants and all persons lawfully in the possession or control of any Dwelling Unit, against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from destruction of property occurring upon, in or about, or arising from the Common Area, for such insurance to afford protection to a limit of not less than One Million Dollars (\$ 1,000,000.00) in respect to bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to any one occurrence, and to the limit of not less than One Hundred Thousand Dollars (\$100,000.00) in respect to damage to or destruction of property arising out of any one accident. Such policy shall not insure against liability for personal injury or property damage arising out of or relating to the individual Lots or Dwelling Units located thereon.

- 9.02 Other Insurance.** As a Common Expense, the Association shall obtain such insurance as the Board of Trustees considers necessary, including without limitation, fidelity bonds for anyone who either handles, or is responsible for funds held or administered by the Association. The amount of such fidelity bond shall be equal to, at a minimum, the maximum funds that will be in the custody of the Association at any time such bond is in effect. In addition, such fidelity bond coverage must equal one-quarter (1/4) of the Annual Assessments, together with the reserve funds, if any.
- 9.03 Notice of Cancellation or Substantial Changes.** Any insurance coverage obtained by the Association shall contain a provision requiring the insurer to notify the Association and any mortgagee named in the mortgage clause, if applicable, in writing of the cancellation or a substantial change in coverage at least ten (10) days prior to such cancellation or substantial change.
- 9.04 Annual Review.** The amounts and coverage of each insurance policy obtained by the Association shall be reviewed annually.

ARTICLE X **AMENDMENT**

- 10.01 General.** Except as otherwise provided in Paragraph 10.02 herein, this Declaration and the By-Laws may be amended only with the approval of Owners exercising not less than seventy-five percent (75%) of the voting power of the Association. Any such Amendment shall be in writing and effective on the date when it is Recorded. Such Amendment must be executed with the same formalities as this Declaration and must refer to the recording information of the Declaration.
- 10.02 Declarant's Rights.** Notwithstanding the foregoing, Declarant hereby reserves the right and power, and each member by acceptance of a deed to a Lot is deemed to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with title to a Lot and is irrevocable during the Development Period, to

amend this Declaration and any Plat and to execute any and all documents deemed necessary or desirable by Declarant to conform to its present or future development plans, to correct scrivener, typographical and drafting errors, to conform to the requirements of any lending institution, and to make any future requirements and covenants as to COUNTRY CREEK ESTATES Subdivision, which in the sole discretion of Declarant and/or its Designated Agent, George R. Oberer, Jr., believes to be in the best interest of the development so long as such amendment does not unduly restrict Owners' development or marketable rights.

- 10.03 Right of First Refusal.** Any Amendment attempting to or giving the Association or any Owners a right of first refusal on the sale, transfer or other disposition of a Lot shall contain a provision exempting such right of first refusal as to any Lot, the title of which is obtained by a First Mortgagee pursuant to remedies provided in the mortgage, or foreclosure of the mortgage, or a deed to such mortgage in lieu of foreclosure. Notwithstanding any provision hereof, this provision and the requirement herein cannot be amended without unanimous consent of all Owners and First Mortgagees.
- 10.04 Amendment Affecting Declarant's Rights.** Any Amendment affecting or attempting to affect the Declarant's rights in the Declaration must be consented to by the Declarant in writing. These rights include, without limitation, the right to control the Association, the right to add Additional Property.
- 10.05 Mortgage or Mortgagee.** Any Amendment that adversely affects the value, priority or security of any mortgagee of record shall require the written consent of such mortgagee of record, any Amendment affecting the underwriting requirement of any mortgagee shall require the written consent of such mortgagee and also F.H.L.M.C. or F,N,M.A., if required by such mortgagee. Any Amendment of language specifically referring to mortgagees shall require the written consent of all mortgagees of record.

ARTICLE XI

ARCHITECTURAL AND BUILDING CONTROL AND RESTRICTIONS

- 11.01 General.** No building, swimming pool, tennis court, fence, wall, patio, deck or other structure or improvement shall be commenced, erected or maintained on 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, color, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Trustees, or by an architectural committee known as the Design Review Committee, composed of three (3) or more representatives appointed by the Board of Trustees, or by an Architect selected by Declarant to act as the review and approval agent for all structures and improvements and a Landscape Architect for all landscaping approvals. It is the Owners responsibility to comply with the Design Standards (Exhibit A) and submit the rationale for any variance therefrom. In the event said Board of Trustees or its

designated committee fail to approve or disapprove such design and location within fourteen (14) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

- 11.02 Design Review Committee.** During the Development Period, the rights, powers and functions of the Board of Trustees or its delegated committee as set forth in Section 11.01 shall be exercised by Declarant or its representative. Declarant reserves the right to relinquish such right to the Board of Trustees at any time during the Development Period, in its sole discretion.

Design Review shall be conducted by an architect to be selected by the Declarant for the purpose of reviewing and approving all structural building plans and improvements to be submitted for approval prior to any building being begun on the property. Owners shall also deliver Landscape Plans for review by a Landscape Architect to be selected by the Declarant. Owner shall pay the normal and customary fees of said Architects for the review and approval of all plans before any building activity may proceed on the property. Upon turnover to the Association, the Association may continue to utilize the Architects selected, maintain authority within the Trustees or appoint a Design Review Committee, in their discretion. However, in order to maintain the integrity, design, look and feel of the Property for the benefit of the Owners, after the Development Period, Declarant shall have the ongoing right and authority, through its designated agent, George R. Oberer, Jr., to approve plans for new dwellings on the Lots owned by Declarant.

- 11.03 Approved Builders.** Declarant, at its sole discretion, has the right to approve or disapprove any proposed builder for the construction of a single-family residence and/or accessory buildings. Builders must have prior experience, a reputation for quality workmanship and willingness to perform work according to deed restrictions of the proposed construction in order to be approved. Declarant's approval should be obtained prior to submission of Owner's plans to the Design Review Committee, provided however, that if the Declarant fails to approve or disapprove such builder within fourteen (14) days after the builder has been submitted in writing for approval, such approval shall not be required. Declarant's approval of any given builder is not a representation or warranty to the Owner regarding the builder's experience, quality of workmanship or financial capability and the Owner shall have no claim against Declarant for any failures of the Owner's builder. Approval of a builder on a different lot, previously, does not represent future approval of the same builder on another lot.

- 11.04 Approval of Plans.** All Owners must submit final architectural plans and a to-scale site plan showing the location of the house, driveway, prospective drainage for the property, and septic field in relationship to the street and the surrounding Lots. Site drainage plans may be formal, grading or diagrammatic **All drainage shown shall be directed to common swales, detention basins or storm systems and verified with John Schmiel pursuant to paragraph 4.03 herein.** In no event will any drainage be permitted to be directed to neighboring properties. In addition, a to-scale drawing of the landscaping plan must be submitted for approval within thirty (30) days of completion of the primary

residence building. A fee of Three Hundred Dollars (\$300) for the building plan and One Hundred Dollars (\$100) for the landscaping plan must accompany the plan submission. When plans are submitted to Design Review, the Owner must rough stake the Lot and mark any significant trees that have to be removed.

- 11.05 Items Precedent to Beginning Construction.** The Owner/Builder must have obtained prior builder approval and have in his possession a set of signed and approved building plans, and a signed and approved site layout showing the exact location of the house, drive, and all other improvements. Construction Standards are attached hereto as Exhibit "B", and shall apply to all Owners, contractors, laborers and materialmen.
- 11.06 Variations Granted by the Design Review Committee.** The Trustees or its designated Design Review Committee shall have the authority, at its sole discretion, to grant reasonable variances from the above requirements. No variance shall materially adversely affect any other part of Country Creek Estates. No variance granted pursuant to this authority constitutes a waiver of any other provision of the Declaration as applied to any other party or any other Lot. All provisions of the Declaration not affected by the grant of a variance shall continue to apply with full force and effect to the Lot for which the variance is granted.
- 11.07 Variations Granted by Declarant.** Declarant shall have the right in perpetuity, at its sole discretion, to grant variances from the restrictions on the Lots that it owns, prior to and after control of the Association has been turned over to the Owners. Variations granted by Declarant shall not materially adversely affect any other part of Country Creek Estates.
- 11.08 Construction Period Lien.** All construction commenced on any Lot, including final landscaping, must be completed within eighteen (18) months after the plans and specifications have been approved by Design Review or the Design Review Committee, subject to delays caused by acts of God, strikes, lock-outs, or labor disputes. The other Owners of the development shall have the right, either individually or collectively, to remove from the Lot any building not completed within the allotted time, provided the Owner of the Lot is not proceeding with diligence to complete construction of same. The Owner of the Lot, by acceptance of his or her deed, consents in advance to such removal and to pay on demand the costs thereof, which costs shall be deemed to be a lien on the Lot from the date such removal is commenced.
- 11.09 Prohibited Activity.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done, placed, or stored thereon which may be or may become an annoyance or nuisance to the neighborhood, or occasion any noise or offensive odor which might disturb the peace, comfort, or serenity of the occupants of neighboring Lots. In addition, no house trailers, cabins, tents, metal storage sheds, or other outbuildings are permitted on any Lot, other than those permitted herein, nor is any basement, garage or outbuildings of any kind to be used as a temporary or permanent residence.

11.10 Rubbish. The Lot and all improvements located thereon shall be kept in good order and repair, in a safe, clean and attractive condition, and maintained in a first class manner. No accumulations of garbage, trash or other debris shall be permitted on the Lot. During construction, any dumpster used by a builder for garbage, trash or debris shall not be placed on any black-topped road.

11.11 Containment of Rubbish. No such lot shall be used or maintained as a dumping ground for refuse or garbage or the like. When the houses are complete, all residents are required to use a standard garbage container (which can be leased or purchased) from any of the large waste contractors. No containers of a smaller size shall be used for any reason. All containers shall be removed from public view within twenty-four (24) hours of being emptied by the waste contractor.

11.12 Vehicles. No worn out or discarded automobiles, machinery or vehicles, or parts thereof shall be stored on any Lot and no part thereof shall be used for automobile junk piles or the storage of any kind of junk or waste material. Boats, trailers, motorcycles, recreational vehicles, jet skis, vans, vehicles to be restored or vehicles not used on a regular basis, or other similar items must be kept free from public view and must be parked within a garage or screened parking area. Temporary storage of boats and trailers for no more than ten (10) days while in the state of transfer, etc, shall be allowed.

11.13 Animals, Pets. No animals, livestock or poultry of any type shall be kept, except dogs, cats and other domestic household pets provided they are not kept, bred, boarded or maintained for any commercial purpose, and further provided that pit bulls shall not be kept. No more than three (3) household pets may be kept on any Lot. Owners shall take such measures as are necessary to prevent their pets from straying onto other Owners' Lots.

11.14 Signs. The following signs shall be permitted on vacant lots:

1. Temporary signs installed by Declarant at the main entryways;
2. Temporary signs installed by Declarant identifying the approved Builders;
3. "Build to Suit" signs on vacant Lots owned or under the control of an approved Builder; or
4. Real Estate or Builder signs on a home for sale.

No "For Sale" or "Sold" signs are permitted on any vacant Lot. No signs can remain in front of any newly constructed residence for more than sixty (60) days after an occupancy permit is issued for the residence.

No advertising signs, billboards or other advertising devices shall be erected on or inside any premises that is for sale. No personal signs of any kind shall be allowed on

the Property after the Owner's purchase of a Lot, e.g. "Harry's Hideaway", "Serene Acres", etc.

No additional signs of any kind, including financing signs, subcontractor's signs, supplier signs, shall be allowed on any building site. During this construction period, it is the responsibility of the Builder to inform all of the subcontractors and suppliers to not erect any of those signs. If signs are not removed within forty-eight (48) hours of notification, the Builder and/or Owner shall be subject to a One Thousand Dollar (\$1,000) fine payable to the Association, which may be secured by liens placed on the Lot according to this Declaration.

The Declarant may designate the development for a "Parade of Homes" or "Homearama" and for the period designated for commencement of the "Parade of Homes" or "Homearama" until after it is completed, notwithstanding any covenant hereinabove relating to signage, these provisions shall be waived as to the area designated for the "Parade of Homes" or "Homearama."

- 11.15 Cutting of Timber.** No owner or anyone acting for or on behalf of the Owner shall cut or remove more than five percent (5%) of any timber from any Lot unless such cutting or removal is necessary to clear a portion of such Lot to construct a building, to remove dead or diseased trees, or to protect a building from potential damage in the event of windstorm. No commercial logging or dragging activities shall be permitted on any Lot. No logs/timber cut for any reason on any Lot shall be sold, bartered or traded. No timber may be removed from any home site prior to thirty (30) days before the start of construction. In the event a swimming pool or tennis court is planned, the Owner must consult with the Design Review Committee to arrive at a plan where the least amount of damage is done to any wooded areas. It is intended that every effort is to be made to save trees, even in the leach field areas. Leach field trenches should be dug with a trencher as opposed to a backhoe wherever possible.
- 11.16 Specific Restrictions and Design Standards.** Notwithstanding the foregoing, the restrictions and/or covenants set forth in the Design Standards, attached hereto as Exhibit "A", shall apply to the improvements on the Property as described therein.
- 11.17 Solar Panels.** No Owner shall install any solar panels on a residence without the prior written approval of by Design Review Committee.
- 11.18 Lawns.** No Owner shall install astro-turf on any part of the lawn on any Lot.
- 11.19 Noxious Odors.** No Owner shall do or permit anything to be done in or about their Lot or the Property which will in any way create a nuisance by permitting the emission of fumes or noxious odors, nor the back-up of storm drainage.

ARTICLE XII
ANNEXATION

- 12.01 Contemplated Annexation by Declarant.** Declarant contemplates submitting Additional Property to the provisions of this Declaration so that the same will become in all respects part of the Property.
- 12.02 Reservation of Right to Annex Additional Property.** Declarant hereby reserves the right at any time during The Development Period to take the action so contemplated in submitting Additional Property and to develop thereon a maximum number of additional Lots equal to that permitted under applicable zoning ordinances so that the same will become in all respects part of the Property.
- 12.03 Reservation of Right to Amend Declaration.** Declarant hereby reserves the right to amend this Declaration in the manner hereinafter provided in such respects as Declarant may deem advisable in order to effectuate the generality of the foregoing, the right to amend this Declaration so as to include the Additional Property and the improvements constructed thereon as part of the Property.
- 12.04 Consent and Approval or Annexation Amendments.** Declarant, on its own behalf as the Owner of all Lots in the Property and on behalf of all subsequent Owners, hereby consents and approves, and each Owner and his mortgagee, by accepting a deed conveying such ownership, or a mortgage encumbering such interest, as the case may be, hereby consents and approves the provisions of this Article, and all such Owners and their mortgagees, upon request of Declarant, shall execute, and deliver from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to effectuate said provisions.
- 12.05 Power of Attorney Coupled with an Interest.** Each Owner and his respective mortgagees, by the acceptance of a deed conveying such ownership, or a mortgage encumbering such interest, as the case may be, hereby irrevocably appoints Declarant his attorney-in-fact, coupled with an interest for the purpose of adding the Additional Property to the Property pursuant to the provisions of this Section. Such Owner authorizes such attorney to execute, acknowledge and record for and in his name an Amendment to this Declaration for the purpose of adding such Additional Property. Such mortgagee authorizes such attorney to execute, acknowledge and record for and in its name a consent to any such Amendment.

ARTICLE XIII
GENERAL

- 13.01 Covenants Running With Land.** The covenants, conditions, restrictions, easements, reservations, liens and charges created by this Declaration shall run with and bind the

land, and each part thereof and shall be binding upon on inure to the benefit of all parties having any right, title or interest in or to all or any part of the Property, and their respective heirs, executors, administrators, successors and assigns, for a term of fifty (50) years from the date this Declaration is Recorded, after which time it shall automatically extend for successive periods of ten (10) years, unless amended as hereinafter provided.

- 13.02 Enforcement.** It is hereby declared that irreparable harm will result to the Declarant and the beneficiaries of these restrictive covenants by reason of violation of the provision thereof or default in the observance thereof and therefore each beneficiary (including all Owners) and the Association, shall be entitled to relief by way of injunction or specific performance to enforce the provisions of these restrictive covenants as well as any other relief available at law. In addition to any other remedies provided in this Declaration, Declarant, the Association or any Member shall have the right to enforce, by any proceeding at law or in equity, plus monetary damages to compensate for harm prior to obtaining relief by injunction or specific performance and costs for breach of any restrictions, conditions, covenants, easements, reservations, liens, and charges set forth herein now or hereafter imposed by or through the Organizational Documents. Failure by Declarant, the Association or by any Member to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restrictions, condition, covenant, reservation, easement lien or charge. The Association shall not deliberately refuse to enforce the provisions hereof or discontinue operations, or attempt to terminate its operation without giving thirty (30) days prior written notice to all Eligible First Mortgagees.
- 13.03 Service of Process.** The person to receive service of process for the Association until the president of the Association is elected shall be George R. Oberer, Jr.. After a president is elected who is an Owner, his or her name and address (and that of each successor) shall be filed with the State of Ohio on such forms as are prescribed for the subsequent appointment of a statutory agent for an Ohio nonprofit corporation.
- 13.04 Natural Gas Tap-In Fee.** Any homeowner that does not tap into the natural gas line provided by the public utility within eight (8) years of the filing of the plat for that particular section shall pay to Declarant a fee of One Thousand Seven Hundred Eighty Dollars (\$1,780). If the line is not tapped into or the fee is not received by Declarant within eight (8) years, then Declarant shall have the right to file a lien on the Lot and seek specific performance for the payment thereof.
- 13.05 Severability.** Invalidation of any one (1) or more of these covenants, conditions, restrictions or easements by judgment or court order shall not in any way affect any other provisions hereof, all of which shall remain in full force and effect.
- 13.06 Gender and Grammar.** Any necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships or individuals, male or female, shall in all cases be assumed as though in each case fully expressed herein.

13.07 **References.** Unless otherwise specified, all references to a particular Article or Section shall refer to such Article or Section of the Declaration.

13.08 **Compliance with Requirements.** The Declaration and the plan of ownership created hereby, has been created and is existing in full compliance with all applicable requirements of local, state and all other applicable ordinances and laws.

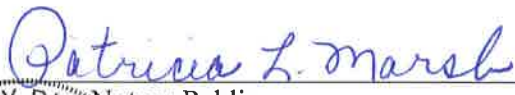
Country Creek Associates, LLC has caused this instrument to be executed this ___ day of November, 2017.

COUNTRY CREEK ASSOCIATES, LLC

By: 
George R. Oberer, Jr.
Its: Agent

STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this 24 day of November, 2017 by George R. Oberer, Jr., Agent of COUNTRY CREEK ASSOCIATES, LLC., an Ohio limited liability company.



Notary Public



Patricia L. Marsh, Notary Public
In and for the State of Ohio
My Commission Expires May 20, 2022

BY-LAWS OF
COUNTRY CREEK ESTATES HOMEOWNERS' ASSOCIATION

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HOMEOWNERS' ASSOCIATION BY-LAWS

The within By-Laws are executed and attached to the Declaration creating covenants, conditions and restrictions for Country Creek Estates Subdivision. Their purpose is to provide for the establishment of an Association for the administration of the Property in the manner provided by the Declaration and these By-Laws. All present or future Owners or tenants or their employees and any other person who might use the facilities of the Property in any manner shall be subject to any restrictions, conditions or regulations hereafter adopted by the Board of Trustees of the Association. The mere acquisition or rental of any Dwelling Units located on the Lots within the Property or the mere act of occupancy of any of the Dwelling Units will constitute acceptance and ratification of the Declaration and of these By-Laws. The terms used herein shall have the same meaning as defined in Article I of the Declaration.

ARTICLE I THE ASSOCIATION

- 1.01 **Name of the Association.** The Association shall be an Ohio not-for-profit corporation and shall be called COUNTRY CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC.
- 1.02 **Membership.** Each Owner upon acquisition of title to a Lot shall automatically become a Member. Such membership shall terminate upon the sale or other disposition by such Member of his Lot at which time the new Owner of such Lot shall automatically become a Member. Membership in the Association is limited to Owners within the Property.
- 1.03 **Voting Rights.** There shall be one vote for each of the Lots within the Property. The Owner or Owners of each Lot shall be entitled to one vote for their Lot. In the event a Lot has been acquired by the Association in its own name or in the name of its agent, designee or nominee on behalf of all Owners, the voting rights of such a Lot shall not be exercised so long as it continues to be so held. If two (2) or more Persons, whether fiduciaries, tenants in common or otherwise, own undivided interests in a Lot, each may exercise the proportion of the voting power of all the Owners of his Lot that is equivalent to his proportionate interest in the Lot.
- 1.04 **Proxies.** Votes may be cast in person or by proxy. The person appointed as proxy need not be an Owner. Proxies must be in writing and filed with the Secretary of the Association before the appointed time of each meeting or action taken as designated by the Secretary. Unless otherwise provided, all proxies shall be revocable at any time by delivering written notice of such revocation to the Secretary of the Association. If, by the terms of a first mortgage, an Owner has designated such mortgagee as his proxy, the presentation to the Secretary of the Association by a representative of such mortgagee of a copy of the mortgage containing such proxy designation shall constitute notice of such

proxy designation and if the mortgage so states, notice of the irrevocability of such designation.

- 1.05 **Place of Meetings.** Meetings of the Association shall be held at such place upon the Property or at such other place as may be designated by the Board of Trustees and specified in the notice of the meeting, at 8:00 P.M., or at such other time as may be designated by the Board of Trustees and specified in the notice of the meeting.
- 1.06 **First Meeting.** The first meeting of Members shall be held within the time limits prescribed by the Declaration and shall be considered the first annual meeting.
- 1.07 **Special Meetings.** It shall be the duty of the President of the Association to call a special meeting of the Owners as directed by resolution of the Board of Trustees or upon a petition signed by a majority of the Owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the Owners present, either in person or by proxy.
- 1.08 **Notice of Meeting.** It shall be the duty of the Secretary of the Association to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record at least fourteen (14) days but not more than twenty-eight (28) days prior to such meeting. The Owners of record will be determined as of the day preceding the day on which notice is given.
- 1.09 **Waiver of Notice.** Notice of the time, place and purpose of any meeting of Members may be waived in writing, either before or at the commencement of such meeting, by any Members, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Member at any such meeting without protesting the lack of proper notice, prior to or at the commencement of the meeting, shall be deemed to be a waiver by him of notice of such meeting.
- 1.10 **Action by Unanimous Written Consent of the Owners.** Any action taken may be authorized or taken at a meeting of the Owners may be authorized or taken without a meeting in a writing or writings signed by all of the Owners. The writing or writings evidencing such action taken by the unanimous written consent of the Owners shall be filed with the records of the Association. Written notice of any action proposed to be taken by the unanimous Written consent of the Owners shall be sent to all persons entitled to notice at least five (5) days prior to the circulation of the action for unanimous written, consent among the Owners and shall specify the action proposed to be so taken.
- 1.11 **Order of Business.** The order of business at all meetings of the owners shall be as follows:

- (a) Roll call
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of minutes of preceding meeting
- (d) Reports of officers
- (e) Reports of committees
- (f) Election of Inspectors of Election
- (g) Election of Trustees
- (h) Unfinished Business
- (i) New Business
- (j) Adjournment

ARTICLE II
BOARD OF TRUSTEES

2.01 **Number and Qualification.** The affairs of the Association shall be governed by a Board of Trustees composed of three (3) persons, all of whom must be Owners or Occupants who are related to an Owner by a marital or fiduciary relationship.

2.02 **Eligibility to Serve as Trustee.** In order to be eligible to serve as Trustee of the Association, all dues must be current and there may not be any other material conflicts of interest. If a conflict of interest develops during the term of a Trustee, he shall be deemed to have resigned and the remaining Trustees shall replace the resigned Trustee pursuant to 2.05.

2.03 **Election of Trustees.** The required Trustees shall be elected at each annual meeting of Members. Only persons nominated as candidates shall be eligible for election as Trustees and the other candidates receiving the greatest number of votes shall be elected. Each member may vote for as many candidates as there are vacancies in the Board of Trustees due to the expiration of their terms.

2.04 **Vacancies During the Term.** In the event of the occurrence of any vacancy or vacancies in the Board of Trustees during the term of such Trustee or Trustees, the remaining Trustees though less than a majority of the whole authorized number of Trustees may, by the vote of a majority of their number, fill any such vacancy for the unexpired term.

2.05 **Term of Office; Resignation.** Each Trustee shall hold office until his term expires, or until his earlier resignation, removal from office or death. Any Trustee may resign at any time by oral statement to that effect made at a meeting of the Board of Trustees or in a writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the Trustee may specify. At the first annual meeting of the Members the term of office of one (1) Trustee shall be fixed so that such term will expire one year from and after the date of the next following annual meeting of Members. The term of office of the remaining two (2) Trustees shall be fixed so that such term will expire at the date of the next following annual meeting of Members. At the expiration of such initial term of office of each respective Trustee, his successor shall be elected to serve for a term of two (2) years.

2.06 **Removal of Trustees.** At any regular or special meeting duly called, any one or more of the Trustees may be removed with or without cause by the vote of Members entitled to exercise at least seventy-five percent (75%) of the voting power of the Association. Any Trustee whose removal has been proposed by the Members shall be given the opportunity to be heard at such meeting. In the event that a Trustee is removed by such vote, his successor shall then and there be elected to fill the vacancy thus created.

2.07 **Organizational Meeting.** Immediately after each annual meeting of Members, the newly elected Trustees and those Trustees whose terms hold over shall hold an organizational meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

2.08 **Regular Meetings.** Regular meetings of the Board of Trustees may be held at such times and places as shall be determined by a majority of the Trustees, but at least two (2) such meetings shall be held during each year.

2.09 **Special Meetings.** Special meetings of the Board of Trustees may be held at any time upon call by the President or any two (2) Trustees. Written notice of the time and place of each such meeting shall be given to each Trustee either by personal delivery, mail, telegram or telephone at least two (2) days before the meeting, which notice shall specify the purpose of the meeting; provided, however, that attendance of any Trustee at any such meeting without protesting the lack of proper notice prior to or at the commencement of the meeting, shall be deemed to be a waiver by him of notice of such meeting and such notice may be waived in writing either before or at the commencement of such meeting, by any Trustee, which writing shall be filed with or entered upon the records of the meeting. If all the Trustees are present at any meeting of the Board of Trustees, no notice shall be required and any business may be transacted at such meeting.

2.10 **Board of Trustees Quorum.** At all meetings of the Board of Trustees, a majority of the Trustees shall constitute a quorum for the transaction of business and the acts of the majority of the Trustees present at a meeting at which a quorum is present shall be the acts of the Board of Trustees. If at any meeting of the Board of Trustees there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At the continuation of any such adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

2.11 **Fidelity Bonds.** The Board of Trustees shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE III OFFICERS

3.01 **Designation.** The principal officers of the Association shall be a President, Secretary and Treasurer, all of whom shall be elected by and from the Board of Trustees.

3.02 **Term of Office; Vacancies.** The Officers of the Association shall hold office until the next organizational meeting of the Board of Trustees and until their successors are elected, except in case of resignation, removal from office or death. The Board of Trustees may remove any Officer at any time, with or without cause, by a majority vote of the Trustees then in office. Any vacancy in any office may be filled by the Board of Trustees.

3.03 **President.** The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Trustees. Subject to directions of the Board of Trustees, the President shall have general executive supervision over 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 Board of Trustees, or otherwise provided for in the Declaration or in these By-Laws. The President, unless otherwise decided by the Board of Trustees, shall also serve as a member of the Board of Trustees of the Master Association.

3.04 **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Trustees and the minutes of all meetings of the Association. He shall have charge of such books and papers as the Board of Trustees may direct and he shall, in general, perform all of the duties incident to the office of Secretary.

3.05 **Treasurer.** The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may, from time to time, be designated by the Board of Trustees.

ARTICLE IV GENERAL POWERS OF THE ASSOCIATION

4.01 **Payments from Maintenance Funds.** The Association shall establish and shall pay for out of the maintenance funds those expenses which the Association is required to secure or pay for, pursuant to the terms of the Declaration or which in its opinion shall be necessary or proper for the maintenance and operation of the Property as a first class project, or for the enforcement of the Organizational Documents.

4.02 **No Active Business to be conducted for Profit.** Nothing herein shall be construed to give The Association authority to conduct active business for profit on behalf of the Owners or any of them.

4.03 **Delegation of Duties.** The Association, through its Board of Trustees and officers, has the authority to delegate to persons, firms or corporations of its choice, such duties and responsibilities of the Association as the Board of Trustees shall, from time to time, specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

ARTICLE V
COMMITTEES

5.01 **General.** The Board of Trustees may appoint an architectural control committee or individual architect as provided in the Declaration and shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE VI
AMENDMENT

6.01 **General.** These By-Laws may be amended in accordance with the provisions set forth in the Declaration.

ARTICLE VII
GENERAL PROVISIONS

7.01 **Copies of Notices to Eligible First Mortgagees.** Upon written request to the Board of Trustees, an Eligible First Mortgagee shall be given a copy of any and all notices and other documents permitted or required by the Declaration or these By-Laws to be given to the Owner or Owners whose Lot is subject to such mortgage and a copy of any lien filed by the Association.

7.02 **Service of Notices on the Board of Trustees.** Notices required to be given to the Board of Trustees or to the Association may be delivered to any member of the Board of Trustees or officer of the Association either personally or by mail, addressed to such member or officer at his Dwelling Unit.

7.03 **Non-Waiver of Covenants.** No covenants, restrictions, conditions, obligations or provision contained in the Declaration or these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

7.04 **Agreements Binding.** All agreements and determinations lawfully made by the Association in accordance with the procedure established in the Declaration and these By-Laws shall be deemed to be binding on all Owners, their successors, heirs and assigns.

7.05 **Severability.** The invalidity of any covenant, restriction, condition, limitation or any other provision of these By-Laws or of any part of the same shall not impair or affect in any manner the validity, enforceability or effect of the rest of these By-Laws.

7.05 **Severability.** The invalidity of any covenant, restriction, condition, limitation or any other provision of these By-Laws or of any part of the same shall not impair or affect in any manner the validity, enforceability or effect of the rest of these By-Laws.

7.06 **Gender and Grammar.** The singular wherever used herein shall be construed to mean the plural when applicable and the necessary grammatical changes required to make the provisions hereof apply to either corporations, partnerships or individuals, male or female, shall in all cases be assumed as though in each case fully expressed herein.

7.07 **References.** Unless otherwise specified, all references to a particular Article or Section shall refer to such Article or Section of the Declaration or these By-Laws, whichever the case may be.

Country Creek Associates, LLC., has caused this instrument to be executed this day ___ of _____, 2017.

COUNTRY CREEK ASSOCIATES, LLC.

By: George R. Oberer, Jr.
George R. Oberer, Jr.

Its: _Managing Member

STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this 24 day of November, 2017, by George R. Oberer, Jr., Managing Member of Country Creek Associates, LLC., an Ohio limited liability company, on behalf of this company.

Patricia L. Marsh



Patricia L. Marsh, Notary Public
In and for the State of Ohio
My Commission Expires May 20, 2022

This Instrument prepared by:
Joseph E. Rueth
Attorney at Law
10001 Dayton Lebanon Pike
Dayton, Ohio 45458

EXHIBIT "A"

COUNTRY CREEK ESTATES DESIGN STANDARDS

1.0 GENERAL

- 1.1 The capitalized terms herein, unless otherwise specified, shall mean and be defined as set forth in the Declaration of Covenants, Conditions and Restrictions for COUNTRY CREEK ESTATES. Said document is therein defined and hereinafter referred to as the "Declaration."
- 1.2 The purpose of these Design Standards is twofold: First, to establish certain criteria and guidelines for a Dwelling Unit and other improvements on the Property; and, Second, to establish a procedure and requirement for the plans and specifications to be submitted to the Design Review Committee.

2.0 DWELLING UNIT REQUIREMENTS

- 2.1 The living area of a Dwelling Unit constructed on any Lot shall not be less than 2,400 square feet of finished living area for a one-story house and not less than 2,800 square feet of finished living area for a two-story house, except as modified by the Design Review Committee. For purposes of computing such minimum square footage, the square footage of the basement (finished or not), garage, attic, porches and decks shall not be considered.
- 2.2 All garages shall be attached to the Dwelling Unit and have space for a minimum of two cars and not more than three cars, without a specific variance from the Design Review Committee. Side entry ingress and egress is required, unless otherwise approved by the Design Review Committee,
- 2.3 All Dwelling Units on a Lot shall have a building setback of at least one hundred (100) feet back from the right-of-way and not closer than twenty-five (25) feet from any side property line. Variances from these setback requirements may be approved by the Design Review Committee.

3.0 FOUNDATION

- 3.1 The foundation walls of such house shall consist of poured concrete and such foundation walls shall be stepped to ground elevation.
- 3.2 All basement walls will be a minimum of nine (9) feet in height

4.0 WALKWAYS AND ROADWAYS

- 4.1 All walkways shall be constructed of concrete or brick and be a minimum of three (3) feet wide.
- 4.2 All private drives put in to access lots in the COUNTRY CREEK ESTATES Subdivision, regardless of their width, must be constructed to the county standard of full-depth asphalt.
- 4.3 All private drives, now or in the future, put into the COUNTRY CREEK ESTATES Subdivision, shall be maintained by the homeowner, including snow removal, which shall meet the same standards as required by the township.

5.0 DRIVEWAYS

- 5.1 All driveways shall be constructed of concrete, asphalt, colored, stamped or brick. The Design Review Committee shall review all colored driveways for blended effect. All driveways shall be at least sixteen (16) feet wide unless a variance is specifically granted from the Design Review Committee because of panhandled lots.
- 5.2 All of the culvert pipes for driveways must be of first-rate concrete culvert pipe and must be recessed so it is not visible, with the bell end buried so that water can flow naturally through the ditch and set according to the proper grade as approved by the County Engineer. Any later adjustments by the County Engineer are property owner's responsibility. All headwalls as depicted in Exhibit A-1 and A-2 must be made of Latham Limestone and must be even with the grade of the ground. The headwalls must never be higher than the elevation of the ground or the driveway.

6.0 SIDING

- 6.1 Siding shall be natural wood, brick, stone, dryvit or a combination thereof with masonry comprising 70% - 75% of the exterior unless approved otherwise by the Design Review Committee. No processed wood material, pressed or particleboard materials shall be incorporated into the structure (except as roof sheathing, sub-siding or sub-flooring). Only non-processed wood materials shall be used on the exterior of any house. No composite wood material (i.e., Innerseal) shall be used on the exterior of any house. If cedar is used, only pre-primed cedar shall be used. In no case shall any 4 x 8 sheathing of any kind be used on the exterior. No log cabins are permitted. Fiber cement board, such as "Hardi Plank", in clapboard style, is allowed to be used in the development.

- 6.2 No aluminum, vinyl or plastic siding of any nature may be incorporated into the structure. Only ridge vents that have cap shingles over them, such as "Everflo", shall be permitted by the Design Review Committee.

7.0 ROOFS

- 7.1 All roofing material must be medium dark to dark color or grays and browns. No white. Minimum of 25 year dimensional shingles, wood shakes, slats, or tile are permitted. Standing seam metal may be used if approved by the Design Review Committee.
- 7.2 All roof pitches shall be at a minimum 7/12.
- 7.3 Only low profile skylights are allowed and they cannot be visible from any street. The location and type of skylight shall be approved by the Design Review Committee
- 7.4 No other objects or structures shall be installed in or upon the roof including, but not limited to: antennas, satellite dishes, solar panels or any other object or structure unless needed to comply with local, state or federal regulations and approved by the Design Review Committee.

8.0 GUTTERS AND DOWNSPOUTS

- 8.1 No unpainted aluminum gutters are permitted.

9.0 FIREPLACE CHIMNEYS

- 9.1 In all cases, masonry fireplace chimneys are preferred. Wood-fireplace chimneys may be approved by the Design Review Committee, depending on their location as they are viewed from the street or by adjacent houses. Majestic Traditional Chase Termination, {TT200C caps or equivalent shall be used (Exhibit B-1).
- 9.2 Painted and galvanized metal chimney caps shall not be used.

10.0 WINDOWS

- 10.1 Wood sash windows are mandatory. Exterior maintenance-free cladding is permitted. Any windows that do not meet these specifications shall be submitted to the Design Review Committee for individual approval.

11.0 EXTERIOR DOORS

- 11.1 All exterior doors shall be natural wood or metal.

12.0 GARAGE DOORS

12.1 All garage doors shall be natural wood or metal,

13.0 LANDSCAPING

13.1 The Design Review Committee will review minimum requirements for landscaping. Every Owner must submit a landscape plan within 30 days of completion of construction of the primary residential building for Design Review approval, with a fee of One Hundred Dollars (\$100.00) to cover the expense of review pursuant to paragraph 11.04 Of the Declarations.

13.2 At a minimum, all Lots will be required to have three (3) two inch (2") caliper trees planted in the front yards and have the front foundations of the home landscaped. In cases where the Lots are totally wooded, the tree planting may be substituted by other types of landscaping, to be approved by Design Review. All Lots that are not totally wooded must be fully seeded or sodded by a professional landscaping company. When Lots are seeded, at least eight (8) pounds of perennial grass must be used per one thousand (1000² ft) square feet and the ground fully covered. In addition, all open lots will have 3-3 1/2" caliper trees planted which maintenance and watering shall be the responsibility of the homeowners association until the Declarant/Developer has sent written notice to the lot owner transferring the responsibility for the proper watering and maintenance of said trees.

Prior to the beginning of any construction activities, the lot owner or the builder is responsible for erecting a minimum of a 5' diameter and 4' tall construction fence with a tree located in the center of the fencing. This fence is to be maintained until completion of construction. No construction traffic or materials are to be stored within this fenced tree protection area. If any tree is damaged during the construction period, the lot owner shall replace any damaged tree with one of the same type and size as at the time it is damaged. The lot owner shall have the right to move any trees that interfere with the driveway location, provided any move be minimal.

13.3 Satellite dishes are allowed only in the rear of the Lot. All dishes must be out of view of the public or adjoining properties and sufficiently screened. Any exceptions must be submitted to the Design Review Committee for approval.

13.4 All swing sets and other structures such as children's play devices and similar such equipment shall be kept to the rear of the Lot and totally shielded from public view. They should be made of wood or other natural material and must be painted or stained in earth tone colors.

13.5 All the mailboxes in the subdivision shall conform to the details and specifications outlined in Exhibit C-1.

14.0 EXTERIOR LIGHTING

- 14.1 Every house shall have a carriage light and post at least six (6) feet in height at the right-of-way line. Exceptions for panhandle lots or any other exceptions must be submitted to the Design Review Committee. All post lights shall have a photo cell and lit during all hours of darkness.

15.0 SWIMMING POOLS

- 15.1 In ground swimming pools are permitted in the rear yard only. No above ground pools are permitted. All swimming pools must be approved by the Design Review Committee before commencing construction.

16.0 FENCING AND WALLS

- 16.1 Fencing and Walls – Walls and fences are considered an extension of the architecture of the residence and shall be made of solid masonry, ornamental wrought iron with columns or split rail, no higher than six (6') feet high. Prefab wood fencing or chain link fencing will not be approved. Attempts to establish individual property lines will not be approved. All walls and fences shall be designed to be compatible with the total surrounding environment to maintain the feeling of open spaces and shall not block natural views, nor interfere with the vision of drivers at any intersection of streets or roads. Retaining walls that attach to the residence shall utilize the same materials that the wall comes into contact with and shall be made from stone, brick, landscape ties or other approved materials. All proposed fencing, walls and hedges must be approved by the Design Review Committee prior to installation either as a component of the original Landscape Design or if added later, as a supplemental addition to the Landscape design. The Owner shall provide an illustration, sample of the fence, site plan, landscaping and color information to the Design Review Committee for the approval process, pursuant to 11.04.
- 16.2 No non-coated chain link fences shall be permitted. Coated chain link fences in extremely limited cases may be approved by the Design Review Committee.
- 16.3 No fence shall be allowed or erected on any part of the mound or the area between the mound and the street, such prohibited area encompasses the beginning of the slope on the interior portion of the owners lot and continues through the drainage area to the street.

17.0 ACCESSORY STRUCTURES

- 17.1 Any outbuildings must be specifically approved by the Design Review Committee and must be on poured concrete or block foundations and the structure must be constructed of the same materials and finished in the same manner as the main structure.
- 17.2 Dog kennels shall be put to the rear of any house and screened from adjoining properties, and must have prior approval of the Design Review Committee.
- 17.3 No accessory requiring footers or concrete floors or excavation for amenities will be allowed without the specific approval of the Warren County Health Department.

18.0 SEPTIC SYSTEM/DRAINAGE

- 18.1 All Lots at COUNTRY CREEK ESTATES need a specific house layout approved by the Warren County Health Department for the maximum use of the Lot for building area.
- 18.2 All drainage pipes of any kind, to include pipes for septic aeration and curtain drains, must be kept below ground level. Where they exit at the surface, THEY MUST BE CUT OFF BELOW THE SURFACE, CAPPED, AND COVERED WITH STONE so that the lines will leach properly but will not be visible.
- 18.3 All drainage pipes of any kind must be run all the way to the front of the Lot to the roadside ditch or to the rear of the Lot. No pipes shall be run to the sides of Lots where it can drain onto a neighbor unless there is a marked drainage way on the construction drawings between lots.
- 18.4 The roadside ditch shall remain open and shall allow the free passage of drainage. The ditch may not be piped and covered without the express approval of the Developer, Trustees/Design Review Committee and the approval of the Township and County. The Developer may opt out of review approval by a written document to the Trustees.
- 18.4 No sprinkler systems are allowed to be installed through or over septic system leach fields.
- 18.5 The regulations and restrictions contained in this Design Standards are in addition to any building code requirements of any governmental agency of Warren County Ohio with jurisdiction over building standards within said county or Township. Approval by the Design Review Committee is in

addition to acquiring the appropriate permits and approvals of Warren County Ohio.

EXHIBIT "B"

COUNTRY CREEK ESTATES CONSTRUCTION STANDARDS

1. All Owners must submit preliminary architectural plans showing all four elevations and a to-scale site plan showing the location of the house, driveway, and septic field in relationship to the street and the surrounding Lots to the Design Review Committee or appointed Architect for approval. After preliminary plan approval and prior to construction, each lot owner must submit a final set of construction drawings and site plan with exterior material and color selections. Within 30 days of completion of the home and prior to installation of any landscaping, submit a landscape plan. A fee of \$300 must be submitted with the preliminary plans and \$100 with the landscape plans. These fees should be made payable to the Country Creek Estates Homeowners' Association. The fee(s) will cover the cost for preliminary plan review, final plan review, landscape plan review and a compliance inspection. When building architectural plans are submitted to the Design Review Committee for review, the Owner must rough stake the lot and mark and significant trees that have to be removed. The maximum review time for a set of plans after the initial submission shall be ten (10) business days. If written approval is not received within fourteen (14) business days, builder must send a fax to the Architect named below and to Declarant stating that the plans were not approved on time and he is proceeding with construction.

All submissions for architectural review should go directly to:
Gay Mercer.
Mercer Designs, P.A.
3101 Big Hill Rd., Kettering, OH 45419
937 545-8371

All landscaping design submissions should go directly to:
John Chmiel
The Siebenthaler Company
3001 Catalpa Drive, Dayton, OH 45405
937 313-2094

2. Items precedent to the beginning of construction:
 - A. The Owner/Builder must have obtained prior builder approval and have in his possession a set of signed and approved building plans and a signed and approved site layout showing the exact location of the house, drive, and all other improvements. Landscape Plans must be submitted, as noted in paragraph 1 above, and all landscaping complete prior to occupancy. Extensions may be considered due to weather. Extensions must be requested in writing and will only be considered if a landscape plan has been submitted and approved prior to the request.
 - B. The house and improvements must be finally staked and the builder, must have the

plans and layout approved in writing by the Design Review Committee.

- C. A driveway culvert of a size and elevation approved by the County Engineer must be installed in the driveway and parking area, and **MUST BE COVERED WITH ENOUGH GRAVEL SO THAT MUD, STONES AND DEBRIS ARE NOT TRACKED ONTO THE ROADWAY**. Any such mud, loose stones or debris on the roadway are the responsibility of the Owner/Builder to clean and repair in order to maintain the roadway free of any such items.
- D. A Port-O-John has to be on site.
- E. A dumpster of sufficient size to handle all of the debris shall be delivered to the site and be available upon the commencement of any framing of the primary residence. The dumpster must be sized so that there is never any overflowing debris. The site shall be maintained and kept free of trash and constructions debris.

After items A thru E are completed, Lot clearing and construction can begin.

- 3. No burning of construction material is permitted. Construction waste must be removed from the building site in a timely manner so as not to create an eyesore or present a hazard to adjacent Lot Owners.
- 4. When the builder or Owner takes title to the Lot, the title holder shall become responsible for the roadside ditch, bale blocking, sedimentation problems, etc, and must maintain such area from collecting debris or sediment.
- 5. Owners and/or builders in violation of any regulations, restrictions, design standards or construction standards will be verbally notified. If any situation is not corrected immediately, they will receive written notice by certified mail, personal delivery, or facsimile from the job superintendent of the development pointing out the specific problems. If these are not cured within four (4) working days, the Association shall have the right to fine the owner and/or builder One Thousand Dollars (\$1,000) payable to the Association. If the owner and/or builder fails to pay the fine within ten (10) days of the original written notification, the Association shall have the right to file a lien on the Lot. The owner and/or builder shall be responsible for reimbursing the Association the costs of filing such lien and, if necessary, all costs to collect on such lien, including all court costs and attorney fees.
- 6. All construction commenced on any Lot must be completed within eighteen (18) months after the plans and specifications have been approved by the Design Review Committee, including final landscaping, subject to delays caused by acts of God, strikes, lock-outs, or labor disputes. The Declarant, the Association or other Owners of Lots of the development shall have the right, either individually or collectively, to remove from the Lot in violation, any building not completed within the allotted time, provided the Owner of the Lot is not proceeding with diligence to complete construction of same. The owner of the Lot, by acceptance of his or her deed, consents in advance to such removal and to pay on demand the costs thereof which costs shall be deemed to be a lien on the Lot from the date such removal is commenced.

- 6.2 No aluminum, vinyl or plastic siding of any nature may be incorporated into the structure. Only ridge vents that have cap shingles over them, such as "Everflo", shall be permitted by the Design Review Committee.

7.0 ROOFS

- 7.1 All roofing material must be medium dark to dark color or grays and browns. No white. Minimum of 25 year dimensional shingles, wood shakes, slats, or tile are permitted. Standing seam metal may be used if approved by the Design Review Committee.
- 7.2 All roof pitches shall be at a minimum 7/12.
- 7.3 Only low profile skylights are allowed and they cannot be visible from any street. The location and type of skylight shall be approved by the Design Review Committee
- 7.4 No solar panels shall be installed or permitted unless approved by the Design Review Committee.

8.0 GUTTERS AND DOWNSPOUTS

- 8.1 No unpainted aluminum gutters are permitted.

9.0 FIREPLACE CHIMNEYS

- 9.1 In all cases, masonry fireplace chimneys are preferred. Wood-fireplace chimneys may be approved by the Design Review Committee, depending on their location as they are viewed from the street or by adjacent houses. Majestic Traditional Chase Termination, {TT200C caps or equivalent shall be used (Exhibit B-1).
- 9.2 Painted and galvanized metal chimney caps shall not be used.

10.0 WINDOWS

- 10.1 Wood sash windows are mandatory. Exterior maintenance-free cladding is permitted. Any windows that do not meet these specifications shall be submitted to the Design Review Committee for individual approval.

11.0 EXTERIOR DOORS

- 11.1 All exterior doors shall be natural wood or metal.

12.0 GARAGE DOORS

- 12.1 All garage doors shall be natural wood or metal,

13.0 LANDSCAPING

13.1 The Design Review Committee will review minimum requirements for landscaping. Every Owner must submit a landscape plan within 30 days of completion of construction of the primary residential building for Design Review approval, with a fee of One Hundred Dollars (\$100.00) to cover the expense of review pursuant to paragraph 11.04 Of the Declarations.

13.2 At a minimum, all Lots will be required to have three (3) two inch (2") caliper trees planted in the front yards and have the front foundations of the home landscaped. In cases where the Lots are totally wooded, the tree planting may be substituted by other types of landscaping, to be approved by Design Review. All Lots that are not totally wooded must be fully seeded or sodded by a professional landscaping company. When Lots are seeded, at least eight (8) pounds of perennial grass must be used per one thousand (1000^2 ft) square feet and the ground fully covered. In addition, all open lots will have 3-3 1/2" caliper trees planted which maintenance and watering shall be the responsibility of the homeowners association until the Declarant/Developer has sent written notice to the lot owner transferring the responsibility for the proper watering and maintenance of said trees.

Prior to the beginning of any construction activities, the lot owner or the builder is responsible for erecting a minimum of a 5' diameter and 4' tall construction fence with a tree located in the center of the fencing. This fence is to be maintained until completion of construction. No construction traffic or materials are to be stored within this fenced tree protection area. If any tree is damaged during the construction period, the lot owner shall replace any damaged tree with one of the same type and size as at the time it is damaged. The lot owner shall have the right to move any trees that interfere with the driveway location, provided any move be minimal.

13.3 Satellite dishes are allowed only in the rear of the Lot. All dishes must be out of view of the public or adjoining properties and sufficiently screened. Any exceptions must be submitted to the Design Review Committee for approval.

13.4 All swing sets and other structures such as children's play devices and similar such equipment shall be kept to the rear of the Lot and totally shielded from public view. They should be made of wood or other natural material and must be painted or stained in earth tone colors.

13.5 All the mailboxes in the subdivision shall conform to the details and specifications outlined in Exhibit C-1.

14.0 EXTERIOR LIGHTING

- 14.1 Every house shall have a carriage light and post at least six (6) feet in height at the right-of-way line. Exceptions for panhandle lots or any other exceptions must be submitted to the Design Review Committee. All post lights shall have a photo cell and lit during all hours of darkness.

15.0 SWIMMING POOLS

- 15.1 In ground swimming pools are permitted in the rear yard only. No above ground pools are permitted. All swimming pools must be approved by the Design Review Committee before commencing construction.

16.0 FENCING AND WALLS

- 16.1 Fencing and Walls – Walls and fences are considered an extension of the architecture of the residence and shall be made of solid masonry, ornamental wrought iron with columns or split rail, no higher than six (6') feet high. Prefab wood fencing or chain link fencing will not be approved. Attempts to establish individual property lines will not be approved. All walls and fences shall be designed to be compatible with the total surrounding environment to maintain the feeling of open spaces and shall not block natural views, nor interfere with the vision of drivers at any intersection of streets or roads. Retaining walls that attach to the residence shall utilize the same materials that the wall comes into contact with and shall be made from stone, brick, landscape ties or other approved materials. All proposed fencing, walls and hedges must be approved by the Design Review Committee prior to installation either as a component of the original Landscape Design or if added later, as a supplemental addition to the Landscape design. The Owner shall provide an illustration, sample of the fence, site plan, landscaping and color information to the Design Review Committee for the approval process, pursuant to 11.04.
- 16.2 No non-coated chain link fences shall be permitted. Coated chain link fences in extremely limited cases may be approved by the Design Review Committee.

17.0 ACCESSORY STRUCTURES

- 17.1 Any outbuildings must be specifically approved by the Design Review Committee and must be on poured concrete or block foundations and the structure must be constructed of the same materials and finished in the same manner as the main structure.

17.2 Dog kennels shall be put to the rear of any house and screened from adjoining properties, and must have prior approval of the Design Review Committee.

17.3 No accessory requiring footers or concrete floors or excavation for amenities will be allowed without the specific approval of the Warren County Health Department.

18.0 SEPTIC SYSTEM/DRAINAGE

18.1 All Lots at COUNTRY CREEK ESTATES need a specific house layout approved by the Warren County Health Department for the maximum use of the Lot for building area.

18.2 All drainage pipes of any kind, to include pipes for septic aeration and curtain drains, must be kept below ground level. Where they exit at the surface, THEY MUST BE CUT OFF BELOW THE SURFACE, CAPPED, AND COVERED WITH STONE so that the lines will leach properly but will not be visible.

18.3 All drainage pipes of any kind must be run all the way to the front of the Lot to the roadside ditch or to the rear of the Lot. No pipes shall be run to the sides of Lots where it can drain onto a neighbor unless there is a marked drainage way on the construction drawings between lots.

18.4 The roadside ditch shall remain open and shall allow the free passage of drainage. The ditch may not be piped and covered without the express approval of the Developer, Trustees/Design Review Committee and the approval of the Township and County. The Developer may opt out of review approval by a written document to the Trustees.

18.4 No sprinkler systems are allowed to be installed through or over septic system leach fields.

18.5 The regulations and restrictions contained in this Design Standards are in addition to any building code requirements of any governmental agency of Warren County Ohio with jurisdiction over building standards within said county or Township. Approval by the Design Review Committee is in addition to acquiring the appropriate permits and approvals of Warren County Ohio.

Authority of the DRC

Submission of plans for approval to the DRC constitutes acceptance of the decisions rendered by the DRC. It is acknowledged that the DRC has total, complete, absolute and final discretion and authority to approve or disapprove all plans as submitted. Refer to Exhibit B – Country Creek Estates Construction Standards.

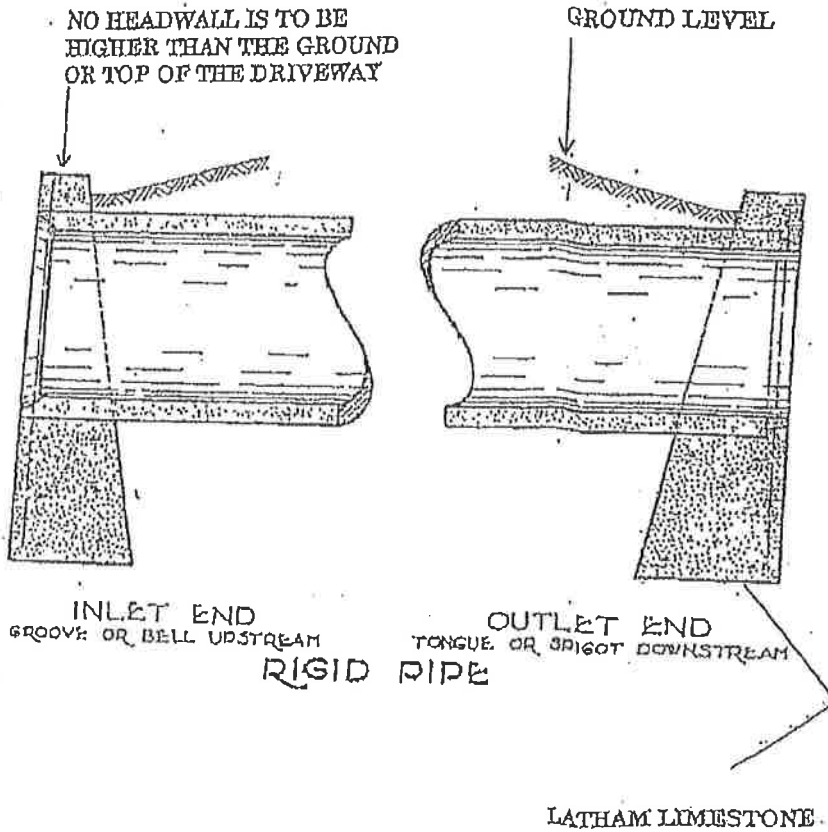
No construction or installation shall commence without prior written approval of the DRC and all required governmental approvals.

Any errors in judgement in approval of plans or inactivity on the part of the DRC shall not be construed as an acceptance of the plans that otherwise would not be approved. Acquiescence in the error will not relieve the Builder, Architect or Owner from ultimate responsibility to correct the condition created by the error, or inactivity.

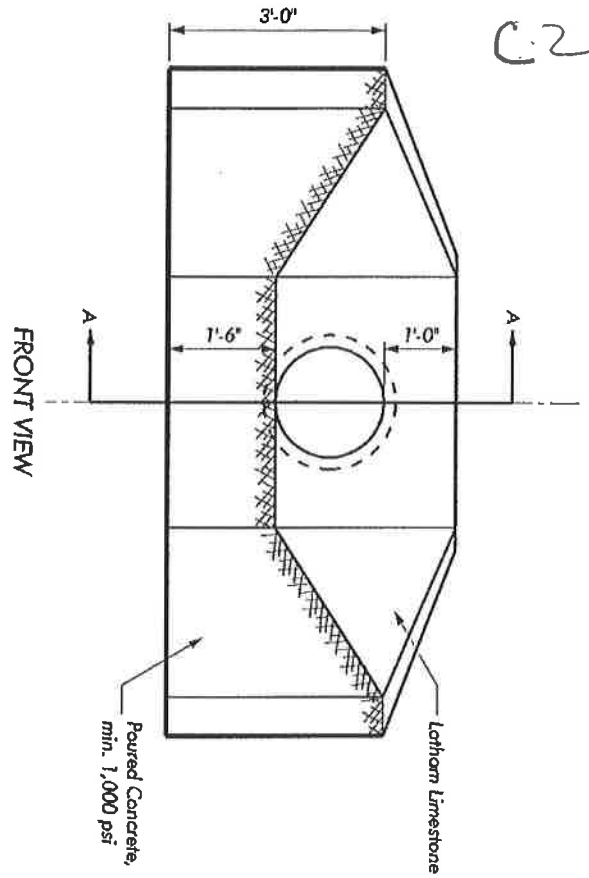
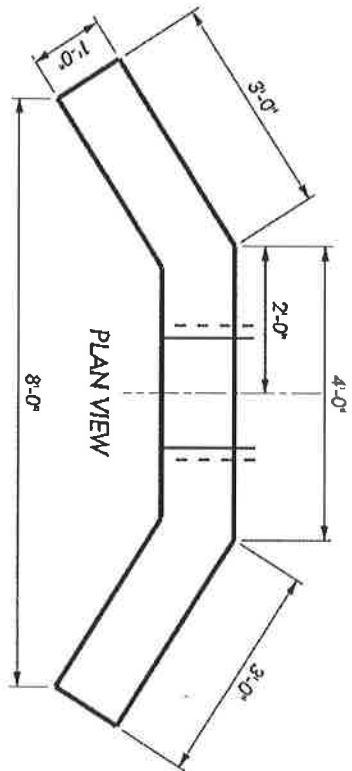
Design Review Application Disclaimer

The Design Review Committee, The Country Creek Estates HOA, as well as their agents, employees and architects, shall not be liable to any owner or any other party for any loss, claim or demands asserted on account of their administration of Covenants, Conditions and Restrictions (“CC&R’s”) and the performance of their duties hereunder, or any failure or defect in such administration and performance. No approval of plans and specifications, and no publication or architectural standards bulletins shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence or that the residence will meet applicable governmental regulations. Such approvals and standards shall in no event be construed as representing or warranting that any residence is in a good, workmanlike manner. The acceptance of a deed to a residential lot in the community shall be deemed a covenant and agreement on the part of the grantee, and the grantee’s heirs, successors and assigns that the declarant, the Homeowners Association, and the Design Review Committee, as well as their agents, employees and architects shall have no liability under these CC&R except for willful misdeeds. The CC&R can be altered or amended only as provided therein and no person is authorized to grant exceptions or make representations contrary to those CC&R’s.

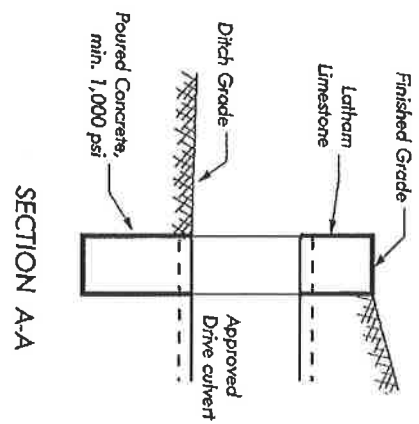
C-1



HEADWALLS



- NOTES:
1. Culvert slope, depth, cover and material shall be approved by the Warren Co. Engineer.
 2. Below Final Grade - Footing shall extend a minimum of 18" below final grade. Concrete shall be minimum 1,000 psi strength.
 3. Above Final Grade - Headwalls shall be constructed of "LATHAM" limestone as approved by the developer.
 4. All ditches shall be restore, including grading and sod as required by the Warren Co. Engineer.



Buyer's Initials _____

Typical Drive Culvert Headwall Detail
Concrete Footers with Latham Limestone headwalls

Warren County Estate Lot Developments
Revised October 17, 2017

C-3

COUNTRY BROOK
EXHIBIT B-1

Installation Instructions

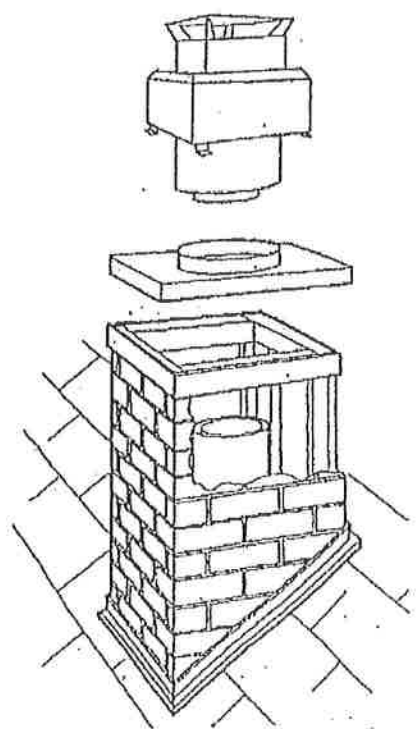
For Superior's
Square Chase
Terminations
Models
TF8-CT2
TF10-CT2

GENERAL INFORMATION

The CT2 Terminations are designed to be used on locally prefabricated chimney enclosures, referred to herein as a chase. A chase may house one or more chimney systems. The CT2 is available in two models: TF8-CT2 and TF10-CT2 to fit the TF8 and TF10 chimney components, respectively. The CT2 terminations have an integral slip section with a maximum effective length of 10", and when installed per these instructions, add an effective termination height of 13" above the chase for both models.

APPROVALS AND LISTINGS

The CT2 terminations are tested as an integral component of the factory-built fireplace systems manufactured by Superior Fireplace Company and as such are listed by Underwriters Laboratories (U.L.) and Warnock Hersey International, Inc. Other agency listings and approvals are pending.

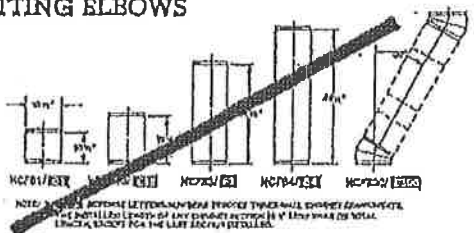


BUYER INITIALS

C-4

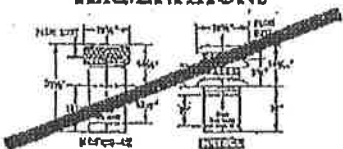
C CHIMNEY COMPONENTS FOR WOOD BURNING FIREPLACES

HSK, HCF-8, HCF-11, HTW
CHIMNEY SECTIONS &
OFFSETTING ELBOWS

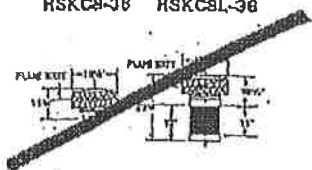


NOTE: ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE SPECIFIED. DIMENSIONS FOR THE LATEST REVISIONS ONLY.

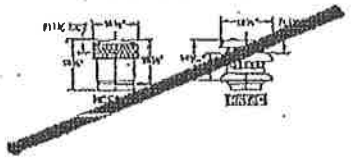
CONTEMPORARY TERMINATIONS



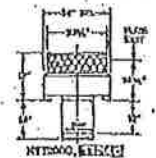
HSKCS-36 HSKCSL-36



CONTEMPORARY CHASE TERMINATIONS



TRADITIONAL CHASE TERMINATIONS



FOR USE WITH ADAPTOR
HCF78CS & HTW78CS
ADAPTOR IS INCLUDED WITH
TCT-11

1/4" = 1 Ft.



ARCHITECT'S
TEMPLATE
DRAWINGS

BOOK 3950 PAGE 129



(612) 890-8967 FAX (612) 890-3525
HEAT-N-GLO Fireplace Products, Inc., 6655 W Hwy. 10, Savage, MN 55378

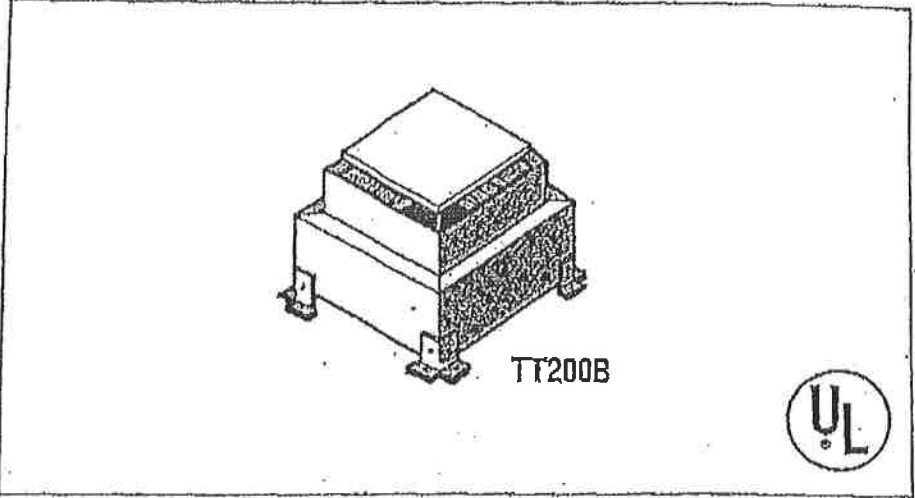
BUYER INTENTION



TT200B
 TT8CB
 TT9CB
 CFTT8CB
 SKTT8CB

**CHASE TERMINATION TOP
 & ADAPTER KIT**

INSTALLATION INSTRUCTIONS



FAILURE TO FOLLOW
 THESE INSTALLATION
 INSTRUCTIONS WILL VOID
 THE MAJESTIC WARRANTY

TABLE OF CONTENTS

	PAGE
GRAPHIC PART DESCRIPTION	2
INSTALLATION PRECAUTIONS	2
CHIMNEY ENCLOSURE CONSTRUCTION	2
10" RULE	3
MULTIPLE TERMINATIONS	3
CHIMNEY ENCLOSURE TOP COVERING	3
TOP HOUSING ASSEMBLY	3
ADAPTER KIT	4
RAIN CAP	4
MAINTENANCE INFORMATION	4
REPLACEMENT PARTS & CUSTOMER SERVICE	4

CONTENTS OF CARTON

TT200B CHASE TOP CARTON	TOP HOUSING RAIN CAP UPPER BAFFLE BOLT BAG
TT8CB/TT9CB ADAPTER KIT CARTON	FLUE TELESCOPING PIPE INNER TELESCOPING PIPE OUTER TELESCOPING PIPE
CFTT8CB ADAPTER KIT CARTON	FLUE TELESCOPING PIPE OUTER TELESCOPING PIPE
SKTT8CB ADAPTER KIT CARTON	FLUE TELESCOPING PIPE OUTER TELESCOPING PIPE

C-6

MAJESTIC[®]

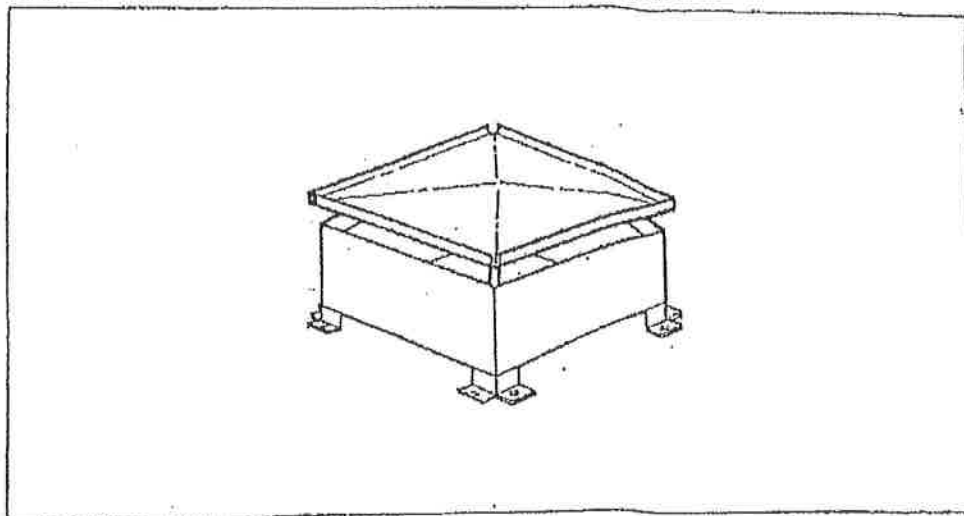
- CT100 CHASE TOP
- GTSK ADAPTER KIT
- CTGF ADAPTER KIT

CT100 CHASE TOP HOUSING & ADAPTER KITS

for use with MAJESTIC • TYPE "CF" and TYPE "SK"
CHIMNEY SYSTEMS



INSTALLATION INSTRUCTIONS



• Designed exclusively for chase installations using only Majestic type "CF" and "SK" (2 wall) chimney systems.

The CT100 was designed to compliment the chase construction lines while providing a low profile chimney termination. Material selection on the CT100 allows for painting compatible with the home decor.

**FAILURE TO FOLLOW THESE INSTALLATION INSTRUCTIONS
WILL VOID THE MAJESTIC WARRANTY.**

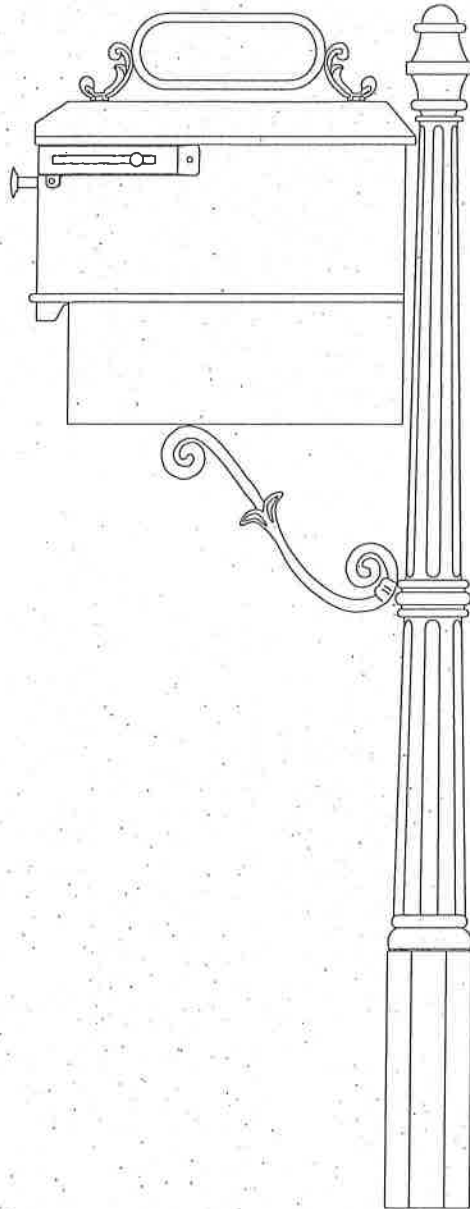
BOOK 3950 PAGE 127

BUYER INITIALS _____



IMPERIAL MAILBOX SYSTEMS

Exhibit C-7



BUSY BEE CONSTRUCTION

ORDER FORM

Todd Moyer
 937-885-3910 OR
 Vince at 513-571-5030

C8

INVOICE #
 CCE LOT

DATE:

TO:
 Country Creek Estates

SHIP TO:
 Same

COMMENTS OR SPECIAL INSTRUCTIONS: PLEASE ORDER APPROXIMATELY 2 MONTHS BEFORE ESTIMATED MOVE IN DATE

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
TODD	Country Creek One				Due with order

ITEM	DESCRIPTION	UNIT PRICE	TOTAL
1 BLACK	530-6K IMPERIAL MAILBOX SYSTEM WITH NEWSPAPER BOX - 3" BRASS #'S PLATE INSTALLED		
		SUBTOTAL	
		SALES TAX	
		SHIPPING & HANDLING	
		TOTAL DUE	369.00

Make all checks payable to BUSY BEE CONSTRUCTION

Thank you for your business!

COUNTRY CREEK ESTATES

Exhibit C-9

SECTION ONE

SECTION 15, TOWN 3, RANGE 4

Situated in Clearcreek Township, Warren County, State of Ohio and Being Lot Number 1 – 27 of Country Creek Estates Subdivision Section One, as recorded in Plat Book pages of the plat records of Warren County, Ohio and being located in Section 15, Town 3, Range 5, Clearcreek Township. *AND open space Lots A, B, C + D

LOT #	SIDWELL #
1	08-15-226-001
2	08-15-226-002
3	08-15-226-003
4	08-15-226-004
5	08-15-226-005
6	08-15-226-006
7	08-15-226-007
8	08-15-226-008
9	08-15-258-001
10	08-15-258-002
11	08-15-258-003
12	08-15-258-004
13	08-15-258-005
14	08-15-258-006
15	08-15-258-007
16	08-15-276-007
17	08-15-276-001
18	08-15-270-002
19	08-15-252-013
20	08-15-252-014
21	08-15-252-015
22	08-15-252-016
23	08-15-252-017
24	08-15-252-018
25	08-15-252-019
26	08-15-252-020
27	08-15-252-021
A	08-15-226-009
B	08-15-252-022
C	08-15-226-010
D	08-15-226-011

For ALL

1120 W GEO
SC
10000 Dept

Exhibit D-1

PREPARED BY THE OFFICE OF THE SURVEYOR GENERAL OF THE STATE OF MISSISSIPPI AS AUTHORIZED BY MISSISSIPPI CODE ANNOTATED SECTION 1-2-3 OF THE SURVEY RECORDS OF MISSISSIPPI COUNTY, MISSISSIPPI



MONUMENT LEGEND

- R indicates 5/8" iron pin found (unless otherwise noted)
- indicates 5/8" iron pin set
- △ indicates iron nail found (unless otherwise noted)
- indicates wood nail found
- indicates concrete monument
- ◆ indicates concrete monument set
- indicates monument found
- × indicates stake found

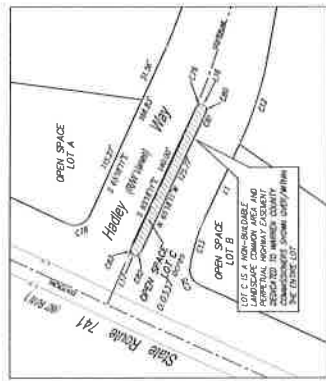
EASEMENT NOTE:
 UNLESS NOTED OTHERWISE, EASEMENTS AS FOLLOWS:
 15' PUBLIC UTILITY ALONG ALL RIGHT-OF-WAY LINES.
 5' WIDE DRAINAGE ALONG ALL LOT LINES

- D.E. = STORMWATER DRAINAGE EASEMENT.
- P.U.E. = PUBLIC UTILITY EASEMENT.
- M.O.E. = MINIMUM OPENING ELEVATION



EASEMENT DATA:

Chart No.	Mapping	Distances
1	1-2	11.4
2	3-4	11.4
3	5-6	11.4
4	7-8	11.4
5	9-10	11.4
6	11-12	11.4
7	13-14	11.4
8	15-16	11.4
9	17-18	11.4
10	19-20	11.4
11	21-22	11.4
12	23-24	11.4
13	25-26	11.4
14	27-28	11.4
15	29-30	11.4
16	31-32	11.4
17	33-34	11.4
18	35-36	11.4
19	37-38	11.4
20	39-40	11.4
21	41-42	11.4
22	43-44	11.4
23	45-46	11.4
24	47-48	11.4
25	49-50	11.4
26	51-52	11.4
27	53-54	11.4
28	55-56	11.4
29	57-58	11.4
30	59-60	11.4
31	61-62	11.4
32	63-64	11.4
33	65-66	11.4
34	67-68	11.4
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36	71-72	11.4
37	73-74	11.4
38	75-76	11.4
39	77-78	11.4
40	79-80	11.4
41	81-82	11.4
42	83-84	11.4
43	85-86	11.4
44	87-88	11.4
45	89-90	11.4
46	91-92	11.4
47	93-94	11.4
48	95-96	11.4
49	97-98	11.4
50	99-100	11.4



ISLAND DETAIL
 SCALE: 1" = 50'

PLACED ACRES (BY DEED) DENNIS WILLIAM VALDES (SURVEY VOL. 144, PAGE NO. 80)

HARRISON COUNTY CPE CENTRAL NETWORK STATION DESIGNATION #133

LOT NUMBER

LOT NUMBER	DEWEEL NUMBER	DEWEEL NUMBER
1	1	1
2	2	2
3	3	3
4	4	4
5	5	5
6	6	6
7	7	7
8	8	8
9	9	9
10	10	10
11	11	11
12	12	12
13	13	13
14	14	14
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18	18	18
19	19	19
20	20	20
21	21	21
22	22	22
23	23	23
24	24	24
25	25	25
26	26	26
27	27	27

LINE DATA:

Chart No.	From	To	Distance
1	1	2	11.4
2	2	3	11.4
3	3	4	11.4
4	4	5	11.4
5	5	6	11.4
6	6	7	11.4
7	7	8	11.4
8	8	9	11.4
9	9	10	11.4
10	10	11	11.4
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93	93	94	11.4
94	94	95	11.4
95	95	96	11.4
96	96	97	11.4
97	97	98	11.4
98	98	99	11.4
99	99	100	11.4



CURVE DATA:

Chart No.	From	To	Distance
1	1	2	11.4
2	2	3	11.4
3	3	4	11.4
4	4	5	11.4
5	5	6	11.4
6	6	7	11.4
7	7	8	11.4
8	8	9	11.4
9	9	10	11.4
10	10	11	11.4
11	11	12	11.4
12	12	13	11.4
13	13	14	11.4
14	14	15	11.4
15	15	16	11.4
16	16	17	11.4
17	17	18	11.4
18	18	19	11.4
19	19	20	11.4
20	20	21	11.4
21	21	22	11.4
22	22	23	11.4
23	23	24	11.4
24	24	25	11.4
25	25	26	11.4
26	26	27	11.4
27	27	28	11.4
28	28	29	11.4
29	29	30	11.4
30	30	31	11.4
31	31	32	11.4
32	32	33	11.4
33	33	34	11.4
34	34	35	11.4
35	35	36	11.4
36	36	37	11.4
37	37	38	11.4
38	38	39	11.4
39	39	40	11.4
40	40	41	11.4
41	41	42	11.4
42	42	43	11.4
43	43	44	11.4
44	44	45	11.4
45	45	46	11.4
46	46	47	11.4
47	47	48	11.4
48	48	49	11.4
49	49	50	11.4
50	50	51	11.4
51	51	52	11.4
52	52	53	11.4
53	53	54	11.4
54	54	55	11.4
55	55	56	11.4
56	56	57	11.4
57	57	58	11.4
58	58	59	11.4
59	59	60	11.4
60	60	61	11.4
61	61	62	11.4
62	62	63	11.4
63	63	64	11.4
64	64	65	11.4
65	65	66	11.4
66	66	67	11.4
67	67	68	11.4
68	68	69	11.4
69	69	70	11.4
70	70	71	11.4
71	71	72	11.4
72	72	73	11.4
73	73	74	11.4
74	74	75	11.4
75	75	76	11.4
76	76	77	11.4
77	77	78	11.4
78	78	79	11.4
79	79	80	11.4
80	80	81	11.4
81	81	82	11.4
82	82	83	11.4
83	83	84	11.4
84	84	85	11.4
85	85	86	11.4
86	86	87	11.4
87	87	88	11.4
88	88	89	11.4
89	89	90	11.4
90	90	91	11.4
91	91	92	11.4
92	92	93	11.4
93	93	94	11.4
94	94	95	11.4
95	95	96	11.4
96	96	97	11.4
97	97	98	11.4
98	98	99	11.4
99	99	100	11.4

SURVEY NOTES:

- ALL DEED, SURVEY AND PLAN RECORDS SHOWN ON THIS SURVEY WERE USED IN THE PERFORMANCE OF THIS SURVEY.
- ALL LINES OF OCCUPATION (WHERE EXISTING) IN GENERAL AGREE WITH PROPERTY LINES.
- ALL LINES OF OCCUPATION ARE IN GOOD CONDITION UNLESS NOTED OTHERWISE.
- IRON PINS SET ARE 30" x 5/8" REBAR WITH PLASTIC CAP STAMPED 7733

158.581 ACRES (BEFORE EXCEPTIONS)
 COUNTRY CREEK ASSOCIATES, LLC
 DEED VOL. 211, PAGE 664472

DEWEEL VOL. 65, PAGE NO. 53
 (SURVEY VOL. 145, PAGE NO. 67)
 (S.R. 12-114)

35,006 ACRES (BY DEED)
 DENNIS WILLIAM VALDES
 DEED VOL. 214, PAGE NO. 80

1,223 ACRES
 M.O.E. = 90.0

48.32 ACRES (BEFORE EXCEPTIONS)
 LEVA GRANT STEWART, JR.
 OFFICIAL RECORD 3775, PAGE 803

1,223 ACRES
 M.O.E. = 90.0

1,223 ACRES
 M.O.E. = 90.0

1,223 ACRES
 M.O.E. = 90.0

1,223 ACRES
 M.O.E. = 90.0

