

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS AND
RESERVATION OF EASEMENTS
FOR
CROOKED TREE SUBDIVISION

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EXHIBITS

- "A" - Legal Description - Initial Development
- "B" - Articles of Incorporation
- "C" - By-Laws
- "D" - Legal Description - Possible Future Development
- "E" - Mailbox Specifications
- "F" - Consent of Mortgagee

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

FOR

CROOKED TREE SUBDIVISION

THIS DECLARATION, is made this 12th day of March, 1996, by The Drees Company, a Kentucky corporation, hereinafter sometimes referred to as the "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner of the real property described in Exhibit "A" attached hereto and desires to create thereon a residential community consisting of single family detached homes and single family attached condominium units with permanent common areas for the benefit of said community; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common areas; and to this end, desires to subject the real property described in Exhibit "A" attached hereto to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said Property and the subsequent Owners thereof; and

WHEREAS, there exists differences between the single family detached homes and the single family attached condominium units requiring differing restrictions and limitations in order to preserve the values and amenities of the entire community; and

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

WHEREAS, the Declarant has formed the "Crooked Tree Community Association" as a non-profit Ohio corporation for the purpose of carrying out the powers and duties aforesaid;

NOW, THEREFORE, the Declarant hereby declares that all of the Properties described in Exhibit "A" attached hereto and such other property as may be subjected to the provisions hereof pursuant to Article II, shall be held, sold and conveyed subject to the

February 26, 1996:SRH\Crooked\declare

covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, and any subdivision plat which includes the Property, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

The words in this Declaration which begin with capitalized letters, other than words which would be normally capitalized, unless the context otherwise requires, shall have the same meanings as the definitions of those words in this Article I.

1.1 "Articles" shall mean those Articles, filed with the Secretary of Ohio, incorporating Crooked Tree Community Association as a corporation not for profit under the provisions of Chapter 1702 of the Revised Code of Ohio, as the same may be amended from time to time. A true copy of the Articles as shown in Exhibit "B" is attached hereto and made a part hereof.

1.2 "Association" shall mean and refer to Crooked Tree Community Association, its successors and assigns.

1.3 "Attached Single Family Living Unit" shall mean and refer to a Living Unit as hereinafter defined physically connected with one (1) or more other Living Units under one roof. Such Unit shall also be known as a condominium Unit.

1.4 "Board" shall mean the Board of Trustees of Crooked Tree Community Association which shall also be known as the "Board of Trustees".

1.5 "Builder" shall mean and refer to any party who acquires one or more developed Lots from the Declarant for the purpose of resale to an Owner or for the purpose of constructing improvements thereon for resale to an Owner.

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

1.7 "Common Areas" shall mean and refer to subdivision entrance walls, signs, landscape mounds, fences, Storm Water Facilities, Preservation Easements and landscaping constructed for the common use and enjoyment of the Owners, and such areas

designated as either "common areas", "open-space/landscape easements" or "natural buffer easements" on the record plat or plats for the Property.

1.8 "Common Driveway" shall mean and refer to any private road or passageway which is built or installed as part of the original construction on the Property to serve more than one (1) Lot, and which is situated on a dividing line between Lots or partly on one Lot and partly on another Lot, which road or passageway may be specifically designated by the Declarant on the record plat as "Common Driveway".

1.9 "Declarant" shall mean and refer to The Drees Company, a Kentucky corporation, its successors and assigns if such successors or assigns should acquire all unsold Lots and/or unplatted real property which adjoins any property already developed and which is intended to be developed into Lots.

1.10 "Detached Single Family Living Unit" shall mean and refer to a Living Unit as hereinafter defined physically separated from any other Living Unit. Such Unit shall also be known as a single family residence.

1.11 "Development Period" shall mean the period commencing on the date on which this Declaration is recorded and terminating on the earlier of: (a) December 31, 2015, or (b) the day next following the day on which the Declarant or a Builder own no part of the Property.

1.12 "Golf Course" shall mean the Crooked Tree Golf Course located adjacent to the Property, which is currently owned by Brookshire Golf Course Inc.

1.13 "Living Unit" shall mean and refer to any structure including a townhome, condominium and single-family residence designated and intended for use and occupancy as a residence by a single family.

1.14 "Lot" shall mean and refer to any condominium unit or any parcel of land upon any recorded subdivision plat of the Properties or rerecorded re-subdivision thereof with the exception of the Common Areas.

1.15 "Member" shall mean any one of those Owners who are Members of the Association as provided in Article IV hereof.

1.16 "Multi-Family Structure" shall mean and refer to any building containing two (2) or more Attached Single Family Living Units even though such Living Units may be located on more than one (1) Lot.

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

1.18 "Preservation Easement" shall mean and refer to an easement as shown on the record plat or plats for the Property, created for the benefit of the Owners, the Association and the Golf Course for the purpose of retaining all wooded areas located within the easement area, predominantly and as nearly as practical, in their natural, scenic and undeveloped condition as an additional buffer to the Golf Course.

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

1.20 "Storm Water Facilities" shall mean and refer to storm water retention/detention facilities owned by the Association and constructed for the common use and enjoyment of the Owners.

1.21 "Trustee" and "Trustees" shall mean that person or those persons serving, at the time pertinent, as a Trustee or Trustees of the Association, and shall mean that same person or those persons serving in the capacity of a member of the Board of Trustees of the Association.

ARTICLE II

PROPERTY DEVELOPMENT - ANNEXATION

2.1 Property Subject to Declaration. The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in the City of Mason, County of Warren, State of Ohio, and is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

2.2 Planned Development. Declarant reserves the right to subject all or any part of the real estate described in Exhibit "D" to the provisions of this Declaration, so as to create a residential planned development consisting of various residential properties with permanent Common Areas for the benefit of said development. Such additional property shall be annexed to the real estate described in Exhibit "A" as provided in Section 2.3 hereof. Notwithstanding the above, nothing contained in this Declaration, in the By-Laws or in any map, picture, drawing, brochure or other representation of a scheme of development shall obligate the Declarant to annex any additional property to the property described in Exhibit "A" and the real estate described in Exhibit

"D" shall remain wholly free from any covenant or restriction herein contained until so annexed as hereinafter provided.

2.3 Annexation of Additional Property. For a period of twenty (20) years from and after the date this Declaration is filed for record, additional property, not limited to the Property described in Exhibit "D", may be annexed to the above-described Property by the Declarant without the assent of the Members of the Association, if any. Thereafter, such additional property may be annexed only with the consent of fifty-one (51%) percent of each class of Members of the Association. Any additional property so annexed, however, must be adjacent to or in the immediate vicinity of the above-described Property. The scheme of the within Covenants and Restrictions shall not, however, be extended to include any such additional property unless and until the same is annexed to the real property described on Exhibit "A" as hereinafter provided.

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

2.4 Additional Common Areas. Declarant shall have the right, from time to time, for a period of twenty (20) years from the date this Declaration is filed for record, to convey to the Association for nominal or other appropriate consideration, and the Association shall accept conveyance of any property or interest in property owned by Declarant along with any structure, improvement, or other facility including related fixtures, equipment and furnishings located thereon. Upon conveyance of such property, the property shall constitute Common Areas.

Notwithstanding any other provision of this Declaration, Declarant does not warrant or represent that any recreational facilities will be constructed by or on behalf of Declarant. In determining whether to construct any recreational facilities, Declarant may consider whether the construction at the time of making the decision would be economically feasible in light of the then existing economic conditions, whether Declarant has sufficient funds available for the construction, whether the operation, maintenance and repair of the recreational facilities as constructed will be adequately funded by the assessments, including any increase to the assessment as provided in this Declaration. Declarant may also consider other factors.

ARTICLE III

PROPERTY RIGHTS

3.1 Owner's Right of Enjoyment. Every Owner and, in the case of rented Lots, such Owner's tenants, shall have a right to an easement for the enjoyment of, in, and to the Common Areas, and such right and easement shall be appurtenant to and shall pass with title to every Lot, subject to the following:

(a) The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Areas.

(b) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration.

(c) Easements and restrictions of record, as well as easements for the benefit of the Golf Course as provided in Section 3.3.

(d) The right of the Association or the Declarant to grant additional easements over the Common Areas and Lots as provided in Section 3.6.

3.2 Delegation of Use. Any Owner may delegate, in accordance with the applicable By-Laws of the Association, his right of enjoyment in and use of the Common Areas to the members of his family, guests, and his tenants or contract purchasers who reside on the Property.

3.3 Easements for Golf Course. There is hereby reserved for the benefit of the owner of the Golf Course, its successors and assigns, the following transferable, alienable and perpetual rights and easements:

(a) Entry by Golfers. Each Lot, Living Unit and portion of the Common Areas which are adjacent to the Golf Course shall be subject to the right and easement on the part of registered Golf Course players and their caddies, to enter upon the unimproved portion of any such Lot or Common Area which is within thirty feet (30') of the boundary of the Golf Course to remove a ball, subject to the official rules of the Golf Course, with such entering not being deemed to be a trespass. Golf Course players or their caddies shall not be entitled to enter upon any such Lot or portions of the Common Area with a golf cart or other vehicle, or to spend an unreasonable amount of time on any such Lot or Common Area or in any way commit a nuisance on any such portion of the Property.

3.4 Easements to Other Residents. The Declarant may designate that certain owners of real property outside of the Property and such other persons as the Declarant may designate, shall have an easement of enjoyment in, on and over the Common Areas, to the same extent as any Owner of a Lot located on the Property, subject to the provisions of Section 3.1. Such individuals shall be subject to the rules and regulations of the Association concerning the use of said areas, but shall not be subject to assessments by the Association.

It is the intent of the Declarant that there may be reserved similar easements in favor of the Owners on and over other tracts of land. Such easements, however, shall be created solely by instruments other than this Declaration, and such easements shall be governed by the terms therein contained. The establishment of any such easements are wholly contingent upon (a) the commencement of further development of land located outside of the Property (b) consent of the owners of such land, and (c) approval by appropriate governmental authorities. Accordingly, the Declarant neither represents nor guarantees that any such easements of enjoyment will be established for the Owners.

3.5 Title to Common Areas. The title to any portion of the Common Areas that is to be owned by the Association in fee simple shall be conveyed to the Association, prior to the expiration of the Development Period, free and clear of all liens and encumbrances; provided, however, that the Declarant shall have the right from time to time to reserve for the purpose of development of the Property all or any portion of the Property for various easements and rights of way, together with the right to dedicate same where applicable and customary and the right of ingress and egress across the Common Areas in connection with the development of the Property. The Declarant's rights hereunder shall not unreasonably interfere with the Owner's easement of enjoyment.

3.6 Right to Grant Easements. Declarant hereby reserves the right, to grant, on behalf of the Association and/or the Owners and without the consent of the Association, or any Owner, easements, across, through or under the Common Areas. Such easements, which shall be exclusive or non-exclusive, shall be limited to utility easements (including cable television), green belt easements, sign easements, access easements or roadway easements. Declarant's rights under this Section shall terminate upon expiration of the Development Period.

The Association, without the consent of any Owner, shall have the right at any time to grant easements as set forth in this Section.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

4.1 Members. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

4.2 Classes of Members; Voting. The Association shall have two classes of voting membership:

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

4.2.2 Class B Member(s) shall be the Declarant and the Declarant shall be entitled to five (5) votes for each Lot owned, provided, however, that each Class B membership shall terminate after the Class A Members are entitled to elect all of the Board. At such time as Class B membership shall terminate, the Declarant, for any Lot owned, shall be deemed a Class A Member with reference to such Lot or Lots and entitled to the voting and all other rights of such Class A Member.

ARTICLE V

ASSESSMENTS

5.1 Covenant for Assessments. The Declarant for each Lot owned by it (and as hereinafter limited by the provisions of this Declaration) and each person, group of persons, or entity who becomes an Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance shall be deemed to covenant and agree to pay to the Association: (1) Annual Assessments; (2) Individual Assessments; and (3) Special Assessments; such assessments to be fixed, established and collected from time to time as hereinafter provided. All assessments, together with interest thereon as hereafter provided and costs of collection thereof (including court costs and reasonable attorney's fees) as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property and Lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as herein provided, shall also be the personal obligation of the person, group of persons, or entity who was the

Owner of such property and Lot at the time when the assessment fell due.

5.2 Annual Assessments, Purposes. The Annual Assessments levied by the Association are for the purpose of promoting the recreation, scenic enjoyment, health, welfare and safety of the residents and for protecting, advancing and promoting the environmental concept of the Property and preserving the aesthetic and scenic qualities of the development.

5.2.1 Annual General Assessment.

To carry out these purposes, an Annual General Assessment shall be levied by the Association to be used currently, and to provide an adequate reserve fund for future use, for the improvement, expansion and maintenance of the Common Areas, including, but not limited to, the payment of taxes, insurance and fidelity bonds, and for repairs, replacements and additions, and for the cost of labor, equipment, and materials, management and supervision, and including the maintenance, repair and landscaping of Storm Water Facilities as well as streets and right of ways, and, in the discretion of the Association, including any entrance roads or adjoining roads or areas, whether public or private, which may affect the recreation, scenic enjoyment, health, welfare and safety of the residents even though not owned by the Association.

5.3 Annual General Assessments, Initial Amount. The initial amount of the Annual General Assessment shall be \$120.00 per Living Unit. Such initial assessment amount shall be known as the "Maximum Annual General Assessment".

5.4 Annual General Assessment, Maximum Increase.

(a) From and after the date of the commencement of the Annual General Assessment, the amount of the Maximum Annual General Assessment, set out in Section 5.3 above, for all membership will increase automatically ten (10%) percent per year in addition to the maximum sum allowed for the previous year (whether changed or not), unless prior to the levying of such new assessment year, the Board of Trustees vote to reduce the assessment below that allowed to be changed in such year. As used herein, the term "allowed to be changed" shall mean the sum set out in Section 5.3 above, increased and compounded ten (10%) percent per year, beginning with the year immediately following the date of the commencement of the Annual General Assessment.

(b) From and after the date of the commencement of the Annual General Assessment, the Maximum Annual General Assessment for all membership may be increased above that established by the preceding paragraph, by a vote of Members as hereinafter provided for the next succeeding year and at the end of such year for each succeeding year. Any change made pursuant to this paragraph shall

have the assent of a fifty-one (51%) percent of the total number of votes held by Class A Members and fifty-one (51%) percent of the total number of votes held by the Class B Members.

(c) The assessment may be billed in advance on a monthly, quarterly, or annual basis. The Board of Trustees may fix the annual assessment at any amount not in excess of the maximum thereinabove provided for. The assessment shall be fixed at a uniform rate based upon Living Units.

5.5 Individual Assessments. In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Trustees and such maintenance is not that to be provided by the Association under Section 5.2 above for which assessments are provided, then the Association, after approval by sixty-six and two-thirds (66-2/3%) vote of all Members of the Board shall have the right through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance and repair (including charges incurred by the Association for attorney's fees, court costs, or other expenses incurred to obtain access to the subject Lot) shall be added to and become part of the total assessment to which such Lot is subject.

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

5.7 Commencement of Assessments. The Annual Assessments shall commence on July 1, 1996. The first assessment for any such membership may be prorated for the balance of the calendar year and

shall become due and payable and a lien on the date aforesaid. The Board may from time to time determine the manner and schedule of payments.

The Annual Assessments for additional property subjected to the Declaration after the commencement of the Annual Assessments, shall commence on the first day of the first month following the date an Amendment to the Declaration is filed for record or at such other date as determined by the Association.

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

5.8 Assessment of Declarant. Any provision of this Declaration or of the Articles of Incorporation or By-Laws of the Association notwithstanding, the Declarant shall be required to pay an assessment for any recorded, unsettled Lot in which it has the interest otherwise required for Class A membership only in any amount equal to ten (10%) percent of the Annual Assessments and Special Assessments which the Association levies for purposes set forth in Sections 5.2 and 5.6. The provisions of this Section 5.8 shall not apply to the assessment of any Lot and Living Unit held by the Declarant for rental purposes and which is or has been occupied as a Living Unit; in which event the Declarant shall be required to pay the full amount of the assessments levied thereon.

5.9 Assessment Certificates. The Association shall, upon demand, at any reasonable time, furnish to the Owner liable for assessment a certificate in writing signed by an officer or other authorized agent of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A reasonable charge may be levied in advance by the Association for each certificate so delivered.

5.10 Non-Payment of Assessment. Any assessment levied pursuant to these covenants which is not paid on the date when due shall be delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the property which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them with the consent of the Association.

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

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

5.11 Subordination of Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, any first mortgagee who obtains title to a Lot pursuant to the remedies in the mortgage or through foreclosure shall not be liable for more than six (6) months of the Lot's unpaid assessments or charges accrued before the acquisition of title to the Lot by the mortgagee.

5.12 Capital Contribution and Assessment at Closing. Within thirty (30) days after the closing on the purchase of a Lot, the purchaser of such Lot shall be required to pay the sum of Two Hundred Twenty and 00/100 Dollars (\$220.00) as such purchaser's initial capital contribution to the working capital of the Association. This assessment shall be used by the Association for its operating expenses. Such assessment is not an advance payment of assessments, and it will not be held in any sort of trust or reserve account. Additionally, within thirty (30) days after such closing, each purchaser of a Lot shall be required to pay a pro-rata share of the Annual General Assessment, if applicable, for the balance of the current year to the extent that such assessment is not otherwise being collected by the Association. The Declarant

shall be exempt from the assessments collected pursuant to this Section.

ARTICLE VI

INSURANCE

6.1 Liability Insurance. The Association shall obtain and maintain a Comprehensive policy of public liability insurance covering all of the Common Areas, insuring the Association, Trustees, and Owners and members of their respective families, tenants and occupants in an amount of not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00), per occurrence for personal injury and/or property damage. This insurance shall include protection against such risks as are customarily covered with respect to a development similar in construction, location and use, as determined by the Board. The insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner, tenant or occupant because of negligent acts of the Association, the Board, or other Owners, tenants or occupants.

6.2 Other Insurance. In addition, the Association shall obtain and maintain contractual liability insurance, Trustees' and Officers' liability insurance and such other insurance as the Board may deem desirable from time to time.

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

ARTICLE VII

GOLF COURSE

7.1 Golf Course Facilities. The Golf Course and related facilities located adjacent to the Property are owned by an entity unrelated to the Declarant. The Declarant has no control over the granting of memberships in, or right to use, the Golf Course or related facilities. OWNERSHIP OF PROPERTY OR MEMBERSHIP IN THE ASSOCIATION DOES NOT GIVE ANY VESTED RIGHT OR EASEMENT,

PRESCRIPTIVE OR OTHERWISE, TO USE THE GOLF COURSE OR RELATED FACILITIES, AND DOES NOT GRANT ANY OWNERSHIP, ACCESS OR MEMBERSHIP INTEREST IN THE GOLF COURSE OR RELATED FACILITIES.

ARTICLE VIII

ARCHITECTURAL CONTROL

8.1 General Requirements. The following requirements shall be applicable to all Detached Single Family Living Units and the Lots upon which such Living Units are located:

8.1.1 General Conditions: Except for Lots designated as Common Area Lots, no building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family dwelling with a private garage suitable for parking not less than two (2) nor more than three (3) motor vehicles which is to be attached to the principal dwelling.

Except for improvements constructed by the Declarant or the owner of the Golf Course in connection with the development of the Property, no improvement of any kind shall be erected, altered, placed or permitted to remain on the Common Areas (including areas designated as Preservation Easements, "open-space/ landscape easements" or "natural buffer easements"). Additionally, no improvement constructed by the Declarant or the owner of the Golf Course in connection with the development of the Property shall be removed from the Common Areas (including areas designated as Preservation Easements, "open-space/ landscape easements" or "natural buffer easements") without the prior written consent of the Declarant or the Association.

The owner of the Golf Course shall have the right to replace the original signage and related improvements installed by it in the Common Areas, provided such replacements are comparable in terms of quality and size to its original improvements.

8.1.2 House Placement and Yard Grading: Residences and Lots shall conform to existing grade and drainage patterns as set forth on the grading plan for the Property filed with the appropriate City of Mason governmental authorities. Existing grades at Lot lines shall not be altered more than one (1) foot without the written consent of the Declarant and the appropriate governmental authorities. Each Lot Owner and/or Builder shall endeavor to retain as much of the natural woods as is practical.

8.1.3 Underground Houses and Log Houses: Underground and log structures are prohibited.

8.1.4 Driveways: All driveways shall be surfaced with concrete, asphalt or similar substance.

8.1.5 Water Discharge: Storm water must be disposed of in accordance with drainage plans established by the Declarant, the Association, or the City of Mason.

8.1.6 Radio and Television Antennas: All television and radio antennas, including CB radio antennas, must be enclosed within the residence located on the Lot. Satellite dishes shall be permitted on any Lot provided they are installed in compliance with the following criteria: (a) the diameter of the dish does not exceed eighteen (18) inches; (b) it is screened from view of all adjacent Lots; and (c) is located in the rear yard area of the Lot.

8.1.7 Air Conditioning and Heat Pump Equipment: Such equipment shall be located only in side or rear yards.

8.1.8 Awnings: No metal or plastic awnings for windows or doors may be erected or used. Canvas awnings may be used on any Lot subject to prior written approval of the Declarant or the Association.

8.1.9 Fences: No fence or wall of any kind, specifically including the use of a hedge or other growing plants as a fence, and for any purpose, excepting a retaining wall, shall be erected, placed or suffered to remain upon (i) any open-space/landscape easement, (ii) any natural buffer easement, (iii) any Preservation Easement, or, (iv) upon any other Lot nearer to any street than the rear building line of the residence located on the Lot. Unless otherwise approved by the Board, fences shall be limited to a three-rail, split rail fencing with or without black or nonreflective wire mesh, or a hedge or other growing plants used as a fence, and shall not exceed four feet (4') in height.

On a corner Lot, in addition to the restrictions set forth above, no fence or portion thereof shall be erected or placed or suffered to remain upon said corner Lot, closer to the side street than the building set back line for such residence. Fence as used herein shall be liberally construed as to accomplish the purpose of these restrictions, and shall specifically include, but not be limited to, contrived barriers of any type including those of shrubs, hedges or walls. Side street as used herein, shall refer to any street contiguous to any Lot

but not referred to in the mailing address of said Lot. This Section shall not apply to decorative fences or retaining walls installed by the Declarant in connection with the development of the Property.

8.1.10 Exterior Carpeting: No exterior carpeting shall be allowed if it is visible from the street.

8.1.11 Lighting Exterior: Mercury vapor yard lights in excess of 50 watts are prohibited, except for street lights installed in a right-of-way by the Declarant or a utility company. This Section shall not apply to residences used by the Declarant or Builders as model homes or sales offices.

8.1.12 Completion: Construction of a residential building on any tract shall be completed within one year from the date construction is started and the entire yard of the house must be sodded or seeded.

8.1.13 Mailboxes: Original mailboxes, as well as replacement mailboxes, shall comply with the specifications set forth in the attached Exhibit "E".

8.1.14 Zoning: All improvements shall be constructed in accordance with and subject to all applicable zoning regulations and building codes.

8.2 Variances. In order to avoid unnecessary hardship and/or to overcome practical difficulties in the application of certain provisions of the Declaration, the Board shall have the authority to grant reasonable variances from the provisions of Section 8.1. Additionally, so long as Declarant owns one or more Lots on the Property, the Declarant, or its designee, may grant reasonable variances from the provisions of Section 8.1. No variance shall materially injure or materially adversely affect any other part of the Property or any other Owner or occupant. No variance granted pursuant to the authority of this Section 8.2 shall constitute a waiver of any provision of the Declaration as applied to any other party or other part of the Property, and no variance may be granted to permit anything that is prohibited by applicable law. 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 and to the balance of the Property.

THE RESTRICTIONS SET FORTH IN THIS ARTICLE VIII SHALL NOT APPLY TO ATTACHED SINGLE FAMILY LIVING UNITS OR THE LOTS UPON WHICH SUCH LIVING UNITS ARE LOCATED.

ARTICLE IX

USE RESTRICTIONS AND MAINTENANCE

9.1 Restrictions. All Detached Single Family Living Units and the Lots upon which such Living Units are located shall be subject to the following restrictions:

9.1.1 Purpose of Property: Except for Lots designated as Common Areas, the Property shall be used only for residential purposes and common recreational purposes auxiliary thereto. Garages shall be used only for the parking of vehicles and other customary uses and shall not be used for or converted into living area, (e.g. family room, bedrooms, offices or recreational rooms). The Declarant or a Builder shall have the right to use unsold residences as model homes or sales offices.

9.1.2 Nuisance: No obnoxious or offensive activity of any kind shall be engaged in on any Lot nor shall any Owner or occupant thereof engage in any activities that interfere with the quiet enjoyment, comfort and health of the occupants of adjacent neighboring Lots. This paragraph shall not apply to any Lots owned by the Declarant or a Builder and held for sale.

9.1.3 Animals and Pets: No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets (excluding pot-belly pigs) may be kept, provided that they do not exceed three (3) in number and they are not kept, bred or maintained for any commercial purpose. Notwithstanding the above, in the event such household pets have a litter, the Owner shall have a period of one hundred twenty (120) days from the date of such birth to dispose of such excess pets.

9.1.4 Signage: No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than four (4) square feet advertising the property for sale. This paragraph shall not apply to signs used by Declarant or a Builder to advertise the Property during the construction or sale period. Notwithstanding the above, no sign shall be displayed in violation of applicable zoning laws.

9.1.5 Trash: No burning of any trash and no accumulation or storage of litter, new or used building materials or trash of any kind shall be permitted on any Lot. Trash and garbage shall be placed in sanitary containers and shall not be permitted to remain in the public view except on days of trash collection. This

paragraph shall not apply to any Lots owned by the Declarant or a Builder and held for sale.

9.1.6 Prohibited Accessory Structures. No permanent or temporary building, tent, storage shed, free standing greenhouse, or above ground pool or pool designed for above ground use shall be erected or permitted to remain upon a Lot. Inground pools and decks are permitted provided they are located within the building set back area of the Lot. This paragraph shall not apply to any Lots owned by the Declarant or a Builder and held for sale.

9.1.7 Maintenance. Each and every Lot and house thereon shall be maintained by the Owner thereof in a reasonable manner in accordance with the general standards of maintenance prevailing throughout the Property. All landscaping on the Lots shall be maintained in good condition. All Lots, including any areas designated as "open-space/landscape easements" or "natural buffer easements" on such Lots, shall be kept free of debris and clutter and shall be kept mowed. This paragraph shall not apply to any Lots owned by the Declarant or a Builder and held for sale.

9.1.8 Automobiles, Recreational Vehicles, Boats, Travel Trailers. No recreational vehicle, mobile home, boat, travel trailer or commercial vehicle shall be parked or stored on any Lot, for a period in excess of forty-eight (48) hours during any calendar month, unless the same is in the garage and completely out of view. Trucks exceeding a three-quarter (3/4) ton rating are prohibited, unless such trucks are kept in the garage and completely out of view.

No vehicle in inoperable condition shall be stored on any Lot for a period in excess of five (5) days unless the same is in the garage and completely out of view. This paragraph shall not apply to any Lots owned by the Declarant or a Builder and held for sale.

9.1.9 Garage and Yard Sales and Christmas Lights. There shall be no more than two (2) garage or yard sales held by the Owner or residents of any Lot during any twelve (12) month period.

Christmas-type lights may be erected no sooner than four (4) weeks prior to and removed not later than four (4) weeks after Christmas.

9.1.10 Obstruction of Easements and Drainage. No structure, planting or other material other than

driveways, or sidewalks shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement or the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels in the easement area. The easement area of each Lot and all improvements in the easement area shall be maintained by the Owner of the Lot, except for those improvements for which a public authority, utility company or the Association is responsible.

9.1.11 Golf Course Areas. Owners of Lots and Living Units adjacent to the Golf Course as well as their families, tenants, guests and invitees shall be obligated to refrain from any actions which would distract from the playing qualities of the Golf Course. Such prohibited activities shall include, but not be limited to, burning materials where the smoke will cross the Golf Course, maintenance of dogs or other pets under conditions which interfere with golf course play due to their loud barking or other actions, playing of loud radios, televisions, stereos or musical instruments, running or walking on the fairways, picking up balls or similar interference with play on the Golf Course.

9.1.12 Lakes. All lakes, ponds and streams, if any, within the Property shall be aesthetic amenities only and no other use thereof, including without limitation, swimming, boating, playing or use of personal floatation devices shall be permitted without written authorization of the Declarant. Neither the Declarant nor the Association shall be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of the lakes, ponds or streams within the Properties.

THE RESTRICTIONS SET FORTH IN THIS ARTICLE IX SHALL NOT APPLY TO ATTACHED SINGLE FAMILY LIVING UNITS OR THE LOTS UPON WHICH SUCH LIVING UNITS ARE LOCATED.

ARTICLE X

EASEMENTS AND MAINTENANCE

10.1 Access Easements and Open-space/landscape Easements. All Lots shall be subject to an access easement in favor of the Declarant and the Association for the purposes of maintaining, cleaning, repairing, improving, regulating, operating, replacing and otherwise dealing with the Common Areas, including all improvements thereon and for the purpose of inspecting the Living Units and Lots for compliance with the terms of this Declaration.

As set forth on the record plat or plats for the Property, certain Lots are subject to "open-space/landscape easements" or "natural buffer easements". Such open-space/landscape easements and natural buffer easements are in favor of the Declarant and the Association and are for the purposes of providing access to the Common Areas and for allowing the Declarant and the Association to maintain improvements constructed by the Declarant in such easement areas. Except as otherwise provided herein, no one other than the Declarant, the Association or the Owner on whose Lot is situated an open-space/landscape easement or natural buffer easement, shall be permitted to have access to, or enter onto, such easement area.

10.2 Preservation Easements. As set forth on the record plat or plats for the Property, certain Lots are subject to Preservation Easements. Within such easement area, no building, structure or other improvement, including fences or play equipment, shall be erected and no live trees may be removed from the easement area, without the prior written permission of the owners of the Golf Course. Notwithstanding the above, the restrictions set forth above do not apply to limited cutting and non-substantial clearing by the Owner of the Lot encumbered by such easements required for the maintenance of utility or drainage facilities, the cutting and removal of weeds and noxious plants, the trimming of dead, dying and/or decaying branches and limbs, the erection of impermanent and/or portable feeders, licks and baths for wildlife, and to the planting of trees, flora and similar pursuits. All parties benefitted by the Preservation Easement shall be entitled to injunctive relief for damages in the event of the breach of the terms of such easement.

10.3 Private Drainage Easements. Except as otherwise set forth on the record plat or plats for the Property, all Lots are subject to private drainage easements in favor of the Declarant and the Association. Such private drainage easements shall be ten feet (10') in width (five feet (5') on each lot) and shall exist along all common lot lines, with the common lot line being the center line of said easement. The Declarant and the Association shall have the right to enter upon a private drainage easement for the purpose of establishing or reestablishing drainage swales in order to control and direct storm water to collection facilities.

10.4 Common Driveway Easement. The Lots sharing a Common Driveway shall be subject to and benefitted by a perpetual nonexclusive easement for ingress and egress over the Common Driveway. The Owners of such Lots shall use the Common Driveway situated on the easements with due regard for the rights of any other Owner and its use of such driveway. No Owner shall use or permit the use of the driveway in any manner which impairs the right of any other Owner to its use, nor shall any Owner park or store vehicles or personal property on, or obstruct or encroach upon, or permit the use of, or permit the obstruction of or

encroachment upon, the Common Driveway in any manner whatsoever without the concurrence of all Owners entitled to use the Common Driveway.

The Owners using the Common Driveway shall share equally in the expense and cost of maintaining, improving and repairing the Common Driveway, except that any damage other than ordinary wear and tear caused by any Owner, or any party claiming through such Owner, whether by negligence or otherwise, shall be repaired at the expense of such Owner. The driveway shall be maintained in good repair and in a condition substantially similar to that of its original construction. Upon conveyance of a Lot, the Grantor of such Lot shall be, as of the closing date for such conveyance, relieved of the obligation to share in the expense and cost of future maintenance and repair imposed hereby, and those obligations shall bind thereafter the Grantee of said conveyance. The Grantor shall, however, be obligated personally during and after his period of ownership for expenses and costs incurred for maintenance and repair during his period of ownership of the Lot. The obligation of an Owner of a Common Driveway to share in the cost and expense of maintaining a Common Driveway, is separate and distinct from the obligation of such Owner to pay the assessments levied pursuant to Article V.

10.5 Maintenance of Common Areas. The Association shall be responsible for the care and maintenance of the Common Areas of the subdivision. Such obligation of the Association shall include the care and maintenance of any improvements (other than landscaping) constructed by the Declarant or the Association in an open-space/landscape easement or natural buffer easement. The Association shall also be responsible for the care and maintenance of the Storm Water Facilities in a manner satisfactory to the City of Mason Engineer. The Owner of a Lot shall be responsible for the care and maintenance of all other portions of such Owner's Lot, including any landscaping situated in an open-space easement, natural buffer easement or detention basin areas. Should any Owner fail to maintain his Lot, or a Common Driveway, to the extent provided in the Declaration, the Association may do so, after notice, and assess such Owner for the cost. The assessment shall be a lien on the Owner's Lot to the same extent as other liens provided for herein.

10.6 Reservation of Easements. The Declarant shall have and hereby reserves easements in favor of itself, its successors and assigns, and such other persons or entities as it may designate as follows:

10.6.1 In, on and over a twenty foot (20') wide strip of land on either side of all publicly dedicated rights of way on the Property for the purposes of access to construct, use and maintain, utilities, sidewalks, signage, lighting, landscaping

and recreational uses and other uses deemed appropriate for or necessary to intergrade the Property into other real estate.

10.6.2 In, on and over all utility and drainage easements set forth on the Property for the installation and maintenance of utility and drainage systems.

10.7 Sign Easement. Subject to the rights of all governmental entities, the Association shall be responsible for the care and maintenance of any improvements (including the landscaping, but not including the double-faced sign ("Identification Sign") identifying the Golf Course) on the street median near the intersection of Mason-Montgomery Road and Sentinel Oak Drive. Brookshire Golf Course Inc., its successors and assigns, shall be responsible for the care and maintenance of the Identification Sign. Provided that no governmental entity requires the removal of the stone column with the Identification Sign, the Association agrees that so long as the adjacent Golf Course property is operated as a golf course, the Identification Sign shall be used to identify the Golf Course. In the event that any governmental entity requires the removal of the Identification Sign, the Association shall grant to Brookshire Golf Course Inc., its successors and assigns, an easement over a portion of Lot 1 of Crooked Tree Subdivision for the relocation of the Identification Sign. Brookshire Golf Course Inc., its successors and assigns, shall be responsible for all costs associated with the relocation of the Identification Sign.

THE RESTRICTIONS AND RIGHTS SET FORTH IN THIS ARTICLE X SHALL NOT APPLY TO ATTACHED SINGLE FAMILY LIVING UNITS OR THE LOTS UPON WHICH SUCH LIVING UNITS ARE LOCATED.

ARTICLE XI

GENERAL PROVISIONS

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

11.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

11.3 Amendment. Except as otherwise provided in this Declaration, the covenants and restrictions of this

Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and thereafter by an instrument signed by not less than fifty-one percent (51%) of the Lot Owners. Any amendment must be recorded. No amendment to the covenants and restrictions of this Declaration shall be binding upon any Lot owned by the Declarant or upon any additional property annexed to the terms of this Declaration by the Declarant, or upon any Lot upon which a single-family dwelling has not yet been erected unless the Declarant or any such Lot Owner agrees to said amendment in a recorded writing.

11.4 Right to Amend Documents. Notwithstanding anything above to the contrary, this Declaration and the By-Laws may be amended at any time without the vote of Owners by a written instrument executed by the Declarant for the purpose of: eliminating or correcting any typographical or other inadvertent error herein; eliminating or resolving any ambiguity herein; making nominal changes; clarifying Declarant's original intent; conforming to any requirements imposed or requested by any governmental agency, public authority or financial institution; provided, however, that no such amendment shall materially affect any Owner's interest in the Association. Each Owner and his mortgagees, by acceptance of a deed to a Lot or a mortgage encumbering such Lot, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration and the By-Laws by Declarant as provided in the immediately preceding sentence. 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 the provisions of this paragraph.

11.5 Nonliability of Declarant, Builders and the Association. Neither the Declarant, the Builders, the Association, the owners and developers of the Golf Course, nor their representatives, successors or assigns, shall be liable for any claim whatsoever arising out of or by reason of any damage to the Owners, the Lots or the Association, or to any person or entity claiming through any of them, arising out of any negligent, willful or intentional acts or omissions on the part of employees, agents, representatives, licensees or invitees of the Golf Course. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, damage to the Lots, the Living Units constructed on the Lots, personal property or personal injury resulting in any way from golf balls, golf clubs, golf carts or golfers.

Exhibit A

Situated in Section 32, Town 4, Range 3, Deerfield Township, Warren County, Ohio, being all of Lot Nos. 1 through 29 of The Oaks of Crooked Tree Subdivision, Section 1, as recorded in Plat Book 33, Pages 10 and 11 of the Warren County, Ohio Records.

| <u>LOT #</u> | <u>SIDWELL #</u> | |
|--------------|------------------|------------|
| 1 | 12-32-437-001 | OPEN SPACE |
| 2 | 12-32-437-002 | |
| 3 | 12-32-437-003 | |
| 4 | 12-32-437-004 | |
| 5 | 12-32-437-005 | |
| 6 | 12-32-428-001 | |
| 7 | 12-32-428-002 | |
| 8 | 12-32-428-003 | |
| 9 | 12-32-428-004 | |
| 10 | 12-32-428-005 | |
| 11 | 12-32-412-001 | |
| 12 | 12-32-412-002 | |
| 13 | 12-32-412-003 | |
| 14 | 12-32-412-004 | |
| 15 | 12-32-412-005 | |
| 16 | 12-32-408-001 | |
| 17 | 12-32-408-002 | |
| 18 | 12-32-410-001 | |
| 19 | 12-32-410-002 | |
| 20 | 12-32-410-003 | |
| 21 | 12-32-410-004 | |
| 22 | 12-32-410-005 | |
| 23 | 12-32-410-006 | |
| 24 | 12-32-410-007 | |
| 25 | 12-32-410-008 | |
| 26 | 12-32-410-009 | |
| 27 | 12-32-426-001 | |
| 28 | 12-32-426-002 | |
| 29 | 12-32-426-003 | |

HCH (i)

BOOK 1204 PAGE 29

BOOK 1186 PAGE 922



The State of Ohio

Bob Taft

Secretary of State

935060

Certificate

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous

filings; that said records show the filing and recording of: ARN MIS

of:

CROOKED TREE COMMUNITY ASSOCIATION

BOOK 1204 PAGE 30

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

Recorded on Roll 5456 at Frame 1369 of
the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State at

Columbus, Ohio, this 15TH day of MARCH

A.D. 19 96



Bob Taft
Bob Taft
Secretary of State

05456-1369

ARTICLES OF INCORPORATION

OF

CROOKED TREE COMMUNITY ASSOCIATION

APPROVED

By KW

Date 3/15/96

Amount \$25.00

96031542301

The undersigned, a majority of whom are citizens of the United States, desiring to form a corporation, not for profit, under §1702.01 et. seq., Revised Code of Ohio, do hereby certify:

ARTICLE I

NAME

The name of the Corporation shall be Crooked Tree Community Association.

ARTICLE II

PRINCIPAL OFFICE

The place in Ohio where the principal office of the Corporation shall be located is Warren County, City of Mason, Ohio.

ARTICLE III

PURPOSES

BOOK 1204 PAGE 31

This non-profit Corporation does not contemplate pecuniary gain or profit to the Members thereof, and the Corporation is formed for the purpose of acting as the home owners association with regard to the real estate specifically described in the Declaration of Covenants, Conditions and Restrictions and Reservations of Easements for Crooked Tree Subdivision (the "Declaration") said Declaration being recorded or to be recorded in the Real Estate Records of Warren County, Ohio. In addition, the specific purposes for which this Corporation is formed are to provide for the maintenance, preservation and control of certain community facilities created for the benefit of the aforesaid real estate in accordance with the terms of said Declaration, and to promote the health, safety and welfare of the residents and Owners of the aforesaid real estate and to act in the same manner with regard to any other property which may hereafter be brought within the jurisdiction of this Corporation as part of the same plan.

The Corporation shall also possess and have the following purposes and wherever necessary or convenient such purposes shall also be deemed as powers:

- (1) To have and exercise all of the powers and duties set forth in the Declaration and the By-Laws of Crooked Tree Community Association (the "By-Laws");
- (2) Fix, levy, and collect all charges or assessments pursuant to the terms of the Declaration and By-Laws, enforce payment of such charges and assessments by any lawful means, and pay all expenses in connection therewith and in connection with the conduct of the affairs of the Corporation;

- (3) Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the Corporation and subject to the terms of the Declaration and By-Laws;
- (4) Borrow money, and in accordance with the terms of the Declaration and By-Laws, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, all for the purposes of fulfilling the Corporation's responsibilities;
- (5) Fix, administer, enforce, alter, amend, extend, waive, release, and terminate, in whole or in part, the terms, conditions, covenants, restrictions, and regulations upon, under, and subject to which any part or all of the subject real estate may now or hereafter be used;
- (6) Operate, maintain, repair, and replace the Corporation's Common Areas in accordance with the terms of the Declaration and By-Laws;
- (7) Obtain, pay for, and maintain insurance to the extent provided in the Declaration and By-Laws;
- (8) Do any other thing necessary, expedient, incidental, appropriate, or convenient to the carrying out of the foregoing purposes which will promote the common benefit and enjoyment of the residents or Owners of the Living Units and Lots, in so far as not prohibited by law, the Declaration, and the By-Laws; and
- (9) Have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 1702 of the Ohio Revised Code may now or hereafter have or exercise by law.

The Corporation shall not take any action or enter into any transaction or agreement in a manner which would violate any provision of these Articles of Incorporation, the Declaration, or the By-Laws.

ARTICLE IV

MEMBERSHIP

Every person or entity who is a record owner of a fee simple interest in any Lot shall be a Member of the Corporation; however, persons or entities who hold an interest merely as security for the performance of an obligation shall not be Members of the Corporation. Membership shall be appurtenant to and shall not be separated from ownership of a Lot. The Corporation shall have Class A Members and Class B Members as set forth in the Declaration. Upon a Member's sale or other disposition of his or her Lot, the Member's membership shall terminate and the new Owner shall automatically become a Member of the Corporation. Voting rights of Members shall be set forth in the Declaration and By-Laws of the Corporation.

ARTICLE V

USE OF PROCEEDS

The Corporation is organized as a non-profit corporation pursuant to Chapter 1702 of the Ohio Revised Code, and may elect to be covered by Section 528 of the Internal Revenue Code. No part of the net earnings of the Corporation shall inure (other than by acquiring, constructing, or providing management, maintenance, and care of the Corporation property, and other than by a rebate of excess membership dues, fees, or assessments) to the benefit of any private person, including, but not limited to, the members of the Board of Trustees, and the Corporation's officers or Members.

ARTICLE VI

BOARD OF TRUSTEES

The affairs of the Corporation shall be managed by a Board of Trustees as outlined below. The following persons, not less than three, shall serve said Corporation as Trustees until the first annual meeting or other meeting called to elect Trustees.

David Seuberling
211 Grandview Drive
Ft. Mitchell, Kentucky 41017

Dennis Ryan
211 Grandview Drive
Ft. Mitchell, KY 41017

Thomas Miller
211 Grandview Drive
Ft. Mitchell, KY 41017

The number, qualifications, terms of office, and manner and time of selection of successor Trustees shall be as set forth in the Declaration and By-Laws.

The Board of Trustees shall have all of the powers and duties of a Board of Trustees as defined in Chapter 1702 of the Ohio Revised Code, except as these powers may be limited and expanded by the provisions of these Articles of Incorporation, the Declaration, and the By-Laws.

ARTICLE VII

INDEMNIFICATION

The Corporation shall indemnify every person who is or has been a member of the Board of Trustees, an officer, an agent, or an employee of the Corporation and those persons' respective heirs, legal representatives, successors, and assigns, against expenses including attorney fees, judgments, decrees, fines, penalties, and amounts paid in settlement actually and reasonably incurred in connection with any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal,

administrative, or investigative, and whether in an action or proceeding by or in the right of the Corporation, or otherwise, in which this person was or is a party or is threatened to be made a party because this person was a member of the Board of Trustees, an officer, an employee, or an agent of the Corporation, or is or was serving in such a capacity at the request of the Corporation, provided that this person (a) acted in good faith and in a manner that person believed to be in or not opposed to the Corporation's best interests, and (b) in any matter the subject of a criminal action or proceeding, had no reasonable cause to believe that the questioned conduct was unlawful; provided, however, that, if an action or suit by or in the right of the Corporation, to procure a judgment in its favor against this person because of this person's serving in this capacity, is threatened, pending, or completed, no indemnification shall be made in respect of any claim, issue, or matter as to which this person shall have been adjudged to be liable for negligence or misconduct in the performance of a duty to the Corporation unless and only to the extent that the court in which this action or suit was brought shall determine upon application that in view of all the circumstances of the case this person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

Unless ordered by a court, the determination of indemnification, pursuant to the foregoing criteria, shall be made (a) by a majority vote of a quorum of the Corporation's Board of Trustees who were not and are not parties to or threatened with any such action, suit, or proceeding, or (b) if such a quorum is not obtainable, or if a majority of a quorum of disinterested Trustees so direct, 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 Corporation or any person to be indemnified within the past five (5) years, or (c) by the Members, or (d) by the court in which such action, suit or proceeding was brought.

Such an indemnification is not exclusive of any other rights to which this person may be entitled under law, any agreement, or any insurance purchased by the Corporation, or by vote of the Members, or otherwise.

ARTICLE VIII

NOTICE AND QUORUM

Notice and quorum requirements shall be in accordance with the provisions of the By-Laws.

ARTICLE IX

DURATION

The Corporation shall cease to exist upon termination of the Declaration in accordance with its terms.

ARTICLE X

DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Declaration.

ARTICLE XI

AMENDMENT

These Articles of Incorporation may be amended only under the same terms and conditions, and with the same approvals, as are provided in the Declaration for its amendment.

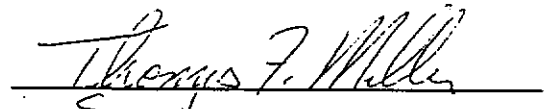
IN WITNESS WHEREOF, the undersigned has hereunto subscribed his name on this 12th day of March, 1996.



PRESIDENT



VICE PRESIDENT



SECRETARY

ORIGINAL APPOINTMENT OF STATUTORY AGENT

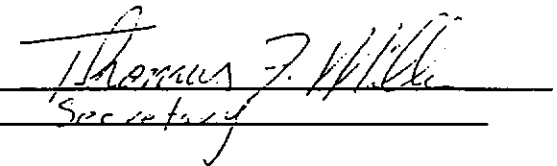
KNOW ALL MEN BY THESE PRESENTS:

That Stephen R. Hunt, 1600 Star Bank Center, 425 Walnut, Cin., OH 45202, a natural person and resident of said county, is hereby appointed as the person on whom process, tax notices and demands against Crooked Tree Community Association may be served.

CROOKED TREE COMMUNITY ASSOCIATION

By: 
PRESIDENT

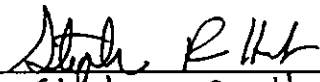
By: 
Vice-President

By: 
Secretary

CROOKED TREE COMMUNITY ASSOCIATION

Gentlemen:

I hereby accept the appointment as the statutory agent for your company upon whom process, tax notice or demands may be served.


Stephen R Hunt

BY-LAWS OF
CROOKED TREE COMMUNITY ASSOCIATION

ARTICLE I

NAME AND PURPOSE

The name of this Association shall be Crooked Tree Community Association and its sole purpose shall be to manage, govern and control the community facilities for the Crooked Tree Subdivision in accordance with the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (the "Declaration") for the subject property.

ARTICLE II

MEMBERSHIP

Section 1: Each Lot Owner shall be a Member of the Crooked Tree Community Association as provided in Article IV of the Declaration.

ARTICLE III

VOTERS

Section 1: The number of votes for each Member is calculated as provided in Section 4.2 of the Declaration.

Section 2: This voting power can be exercised in person or by proxy by the Owner, or Owners, of a Lot, his or her heirs, assigns or personal representative. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease upon the conveyance by the Lot Owner of his Lot.

ARTICLE IV

MEETINGS

Section 1: **ANNUAL MEETING.** There shall be an annual meeting of the Members held in Warren County, Ohio, within the first calendar quarter of each year at a date and time and at a place from time to time designated by the Board.

Section 2: **ELECTION OF TRUSTEES.** At the annual meeting the Members shall elect the Board of Trustees as provided in these By-Laws and the Declaration.

Section 3: **ITEMS FOR DISCUSSION.** At the annual meeting any matters concerning the welfare of the Crooked Tree Development may be discussed and referred to the Board for proper attention.

Section 4: **REPORTS.** At the annual meeting, the President, Secretary and Treasurer shall submit reports for the year just ending, which reports shall be read to the Members.

Section 5: **SPECIAL MEETINGS.** Special meetings may be called by the Board or by the President, or by Members constituting at least twenty percent (20%) of the voting power of the membership by written notice

mailed to each Member at least five (5) days before the time and date for such meeting as shown in such notice. Notice of such meeting may be waived in writing.

Section 6: PRESIDING OFFICER. Annual and Special Meetings shall be presided over and conducted by the President, or in his absence, the Secretary or Treasurer, in that order.

Section 7: NOTICE. Except as otherwise provided in the Declaration, written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing or delivering a copy of such notice to each Member entitled to vote thereat, at least seven (7) days in advance of such meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the time and place of the meeting, and in the case of a Special Meeting, the purpose of the meeting.

Section 8: QUORUM. To constitute a quorum at the annual or any Special Meeting at least thirty percent (30%) of the voting power of the membership (in person or by proxy) must be present at such meeting.

Section 9: VOTING POWER. Except as otherwise provided in the Declaration, or by law, the vote of a majority of the Members voting on any matter that may be determined by the Members at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter.

Section 10: ORDER OF BUSINESS. The order of business at all meetings of Members shall be as follows:

- a. Calling of meeting to order;
- b. Roll call; determination of whether there is a quorum;
- c. Proof of notice of meeting or waiver of notice;
- d. Reading of minutes of preceding meeting;
- e. Reports of officers;
- f. Reports of committees;
- g. Election of Trustees (when appropriate);
- h. Unfinished and/or old business;
- i. New business;
- j. Adjournment.

Section 11: WRITTEN CONSENT. Any action that could be taken by Members at a meeting may be taken without a meeting by the written consent of the Members having not less than fifty-one percent (51%) of the voting power of the membership unless the approval of a greater number of Members

is required by the Declaration, or other Ohio Law to take the action being taken.

Section 12: SUSPENSION OF VOTING PRIVILEGES. No Member shall be eligible to vote or to be elected to the Board of Trustees who is shown on the books of the Association to be more than sixty (60) days delinquent in the payment of any assessment due the Association.

ARTICLE V

BOARD OF TRUSTEES AND OFFICERS

Section 1: BOARD OF TRUSTEES. Until the first annual meeting, the initial Board shall consist of three (3) Trustees appointed by the Class B Member who shall serve until their respective successors are appointed and qualified. Developer appointed Trustees need not be Members of the Association.

Except as otherwise hereafter provided and except for the period during which the Developer shall control the Board, Trustees shall be elected for three (3) year terms of office and shall serve until their respective successors are elected and qualified.

At the annual meeting in 1997, the Board of Trustees shall expand from three (3) to five (5). At such meeting, the Class B Members shall appoint three (3) Trustees for a three (3) year term. Thereafter, at each tri-annual meeting the Class B Member, until such time as the Developer shall transfer control of the Board to the Class A Members, shall appoint three (3) Trustees for a three (3) year term.

At the annual meeting in 1997, the Class A Members shall elect two (2) Trustees. One (1) of the Trustees shall be elected for a three (3) year term and one (1) of the Trustees shall be elected for a two (2) year term. At the expiration of the terms of such Trustees, until such time as the Developer shall transfer control of the Board to the Class A Members, the Class A Members shall, at the annual meeting, elect successor Trustees for a three (3) year term. All elected Trustees, and their successors, shall be Owners or residents in the subdivision.

The Developer shall transfer control of the Board to the Class A Members at the first annual meeting after the earlier of the following events: (i) the expiration of the Development Period, or (ii) the Class B member voluntarily resigns in writing its Class B membership rights. At this meeting, all Developer appointed Trustees shall be deemed removed from office, and the Class A Members, including the Developer if it is then an Owner, shall elect a Trustee to fill each vacancy on the Board. The terms of said elected Trustees shall be from one (1) to three (3) years, as determined by the Board, so that in any one (1) year thereafter, the terms of no more than two (2) nor less than one (1) Trustee shall expire. Additionally, after this meeting, all Trustees, and their successors, shall be elected by Class A Members and shall be elected for a three (3) year term.

Notwithstanding anything above to the contrary, the Class B Member may, by written notice to the Board, at or before any annual meeting,

relinquish to the Class A Members, the Class B Members' right to elect one or more Trustees at such annual meeting pursuant to this section.

Section 2: REMOVAL. Excepting only Trustees named in the Articles or selected by the Developer, any Trustee may be removed from the Board with or without cause, by a majority vote of the Members. In the event of the death, resignation, or removal of a Trustee other than the one named in the Articles or a substitute selected by the Developer, that Trustee's successors shall be selected by the remaining members of the Board and shall serve the unexpired term of such deceased, resigned, or removed Trustee. The Developer shall have the sole right to remove, with or without cause, any Trustee designated in the Articles, or a substitute selected by Developer, and select the successor of any Trustee so selected who dies, resigns, is removed or leaves office for any reason before the election of Trustees by all of the Members as provided in the Declaration.

Section 3: NOMINATIONS. Nominations for the election of Trustees to be elected by the Members shall be made by a nominating committee. Nominations may also be made from the floor at the meeting. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two (2) or more Members appointed by the Board. The nominating committee shall make as many nominations for elections to the Board as it shall, in its discretion, determine, but no less than the number of vacancies that are to be filled.

Section 4: ELECTIONS. Election to the Board by the Members shall be by secret written ballot. At such elections, the Members or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

Section 5: COMPENSATION. Unless otherwise determined by the Members at a meeting duly called and noticed for such purpose, no Trustee shall receive compensation for any service rendered to the Association as a Trustee. However, any Trustee may be reimbursed for his or her actual out of pocket expenses incurred in the performance of his or her duty.

Section 6: REGULAR MEETINGS. Regular meetings of the Board shall be held no less than quarterly, without notice, on such date and at such place and hour as may be fixed from time to time by resolution of the Board.

Section 7: SPECIAL MEETINGS. Special meetings of the Board shall be held when called by the President of the Board, or by any two (2) Trustees, after no less than three (3) days notice to each Trustee.

Section 8: QUORUM. The presence at any duly called and noticed meeting, in person or by proxy, of Trustees entitled to cast a majority of the voting power of the Trustees, shall constitute a quorum for such meeting.

Section 9: VOTING POWER. Except as otherwise provided in the Declaration, or by law, the vote of a majority of the Trustees voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter.

Section 10: ACTIONS IN WRITING WITHOUT MEETING. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Trustees.

Section 11: POWERS. The Board shall exercise all powers and authority, under law, and under the provisions of the Declaration, that are not specifically and exclusively reserved to the Members by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

- a. Take all actions deemed necessary or desirable to comply with all requirements of law, and the Declaration;
- b. Obtain insurance coverage not less than that required pursuant to the Declaration;
- c. Enforce the covenants, conditions and restrictions set forth in the Declaration;
- d. Repair, maintain, and improve the Common Areas;
- e. Establish, enforce, levy and collect assessments as provided in the Declaration;
- f. Adopt and publish rules and regulations, subject to the provisions of Article VI, governing the use of the Common Areas and the personal conduct of the Members, occupants and their guests thereon, and establish penalties for the infraction thereof;
- g. Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association (such rights may also be suspended after notice and a hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Declaration);
- h. Declare the office of a member of the Board to be vacant in the event that such Trustee shall be absent from three (3) consecutive regular meetings of the Board;
- i. Authorize the Officers to enter into one or more management agreements in order to facilitate the efficient operation of the Property; (it shall be the primary purpose of such management agreements to provide for administration, management, repair and maintenance as provided in the Declaration, and the receipt and disbursement of funds as may be authorized by the Board - the terms of any management agreement shall be as determined by the Board to be in the best interests of the Association, subject, in all respects, to the provisions of the Declaration); and

- j. Do all things and take all actions permitted to be taken by the Association by law, or the Declaration not specifically reserved thereby to others.

Section 12: DUTIES. It shall be the duty of the Board to:

- a. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at each annual meeting of the Members, or any special meeting when such statement is requested in writing by Members representing thirty percent (30%) of each class of Members who are entitled to vote;
- b. Supervise all Officers, agents and employees of the Association and see that their duties are properly performed;
- c. As more fully provided in the Declaration, to:
 - (i) Fix the amount of assessments against each Lot;
 - (ii) Give written notice of each assessment to every Member subject thereto within the time limits set forth therein; and
 - (iii) Foreclose a lien against any property for which assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Member(s) personally obligated to pay the same, or both;
- d. Issue, or to cause an appropriate representative to issue, at a reasonable charge, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;
- e. Procure and maintain insurance as provided in the Declaration, and as the Board deems advisable;
- f. Cause all Officers or employees handling Association funds to be bonded;
- g. Cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;
- h. Cause the restrictions created by the Declaration to be enforced; and
- i. Take all other actions required to comply with all requirements of law and the Declaration.

Section 13: ENUMERATION OF OFFICERS. The Officers of this Association shall be a President, Secretary, Treasurer and such other Officers as the Board may from time to time determine. The officers shall

be Owners, residents in the subdivision or representatives of the Declarant or the Developer and the same person may hold more than one office except the office of President and Secretary.

Section 14: SELECTION AND TERM. Except as otherwise specifically provided in the Declaration or by law, the Officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors.

Section 15: SPECIAL APPOINTMENTS. The Board may elect such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 16: RESIGNATION AND REMOVAL. Any Officer may be removed from office with or without cause, by the Board. Any Officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 17: DUTIES. The duties of the Officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the Officers shall be as follows:

- a. President. The President shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.
- b. Secretary. The Secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Members, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the names of Members of the Association together with their addresses and shall act in the place instead of the President in the event of the President's absence or refusal to act.
- c. Treasurer. The Treasurer shall assume responsibility for the receipt of and deposit in appropriate bank accounts all monies of the Association, the disbursement of such funds as directed by resolution of the Board, the keeping of proper books of account, the preparation of an annual budget and statement of income and expenditures to be presented to the Members at annual meetings, and the delivery or mailing of a copy of each to each of the Members.

ARTICLE VI

ADMINISTRATIVE RULES AND REGULATIONS

Section 1: The Board may adopt administrative rules and regulations governing the operation and use of the Property not in conflict with the Declaration or these By-Laws.

ARTICLE VII

NOTICES AND DEMANDS

Section 1: Any notice by the Board or by the Officers to a Member shall be deemed to be duly given, and any demand upon him shall be deemed by him to have been duly made, if delivered in writing to him personally, or if mailed by first class mail, postage prepaid, addressed to him at the Lot address and any notice by a Member to the Association shall be deemed to be duly given and any demand upon the Association shall be deemed to have been duly made, if in writing and delivered to an Officer of the Association.

ARTICLE VIII

AMENDMENT

Section 1: These By-Laws may be amended from time to time at an annual or special meeting of the Association in accordance with the provisions set forth in the Declaration for amendment thereto.

ARTICLE IX

AUDIT

Section 1: The Board, at its option, shall cause the preparation of an audited financial statement of the Association for the previous accounting year. In such event, the Board shall furnish such statement to those requesting it, provided that no such statement needs to be furnished earlier than ninety (90) days following the end of such accounting year.

ARTICLE X

INDEMNIFICATION OF TRUSTEES AND OFFICERS

Section 1: A Trustee or an Officer shall not be liable to the Members for any mistake of judgment, or negligent act, except there shall be liability for a Trustee's or Officer's individual willful misconduct or bad faith. The Association shall indemnify Trustees and Officers, their heirs, executors and administrators, against all losses, costs and expenses, including attorney's fees, reasonably incurred by any such person in connection with any action, suit or proceeding to which such person may be made a party by reason of being or having been or being a representative of a Trustee or Officer, except as to matters as to which the Trustee or Officer shall be finally adjudged in this action, suit or proceeding to be liable for willful misconduct or bad faith. The Board may purchase insurance in the amount it deems appropriate to provide this indemnification, and the cost of this insurance shall be an expense of the Association. In the event of any settlement, indemnification shall be provided only in connection with those matters covered by the settlement as to which the Association is advised by counsel that the Trustee or Officer has not been guilty of willful misconduct or bad faith as a Trustee or Officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which a Trustee or Officer may be entitled. All liability, loss, damage, cost and expenses incurred or suffered by the Association by reason or arising out of or in connection

with the foregoing indemnification provision shall be treated by the Association as an expense of the Association. Nothing in this section shall be deemed to obligate the Association to indemnify any Member, who is or has been a Trustee or Officer, with respect to any duties or obligations assumed or liabilities incurred by the Member as a Member rather than as a Trustee or Officer.

ARTICLE XI

MISCELLANEOUS

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

Section 2: FISCAL YEAR. The fiscal year shall begin on the first day of January of every year, except that the first fiscal year of the Association shall begin at the date of incorporation. The commencement date of the fiscal year herein established shall be subject to change by the Board of Trustees should corporate practice subsequently dictate.

Section 3: CONFLICT. In the case of any conflict between the Articles and these By-Laws, the Articles shall control; and in the case of conflict between the Declaration and these By-Laws, the Declaration shall control.

Section 4: RULES AND REGULATIONS. As provided in Article VI hereof, the Board may adopt such reasonable rules and regulations and from time to time amend the same supplementing the rules and regulations set forth in the Declaration and these By-Laws as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and occupants of the Property. Written notice of such rules and regulations shall be given to all Members and occupants and the Property shall at all times be maintained subject to such rules and regulations. In the event such supplemental rules and regulations shall conflict with any provisions of the Declaration or of these By-Laws, the provisions of the Declaration and of these By-Laws shall govern.

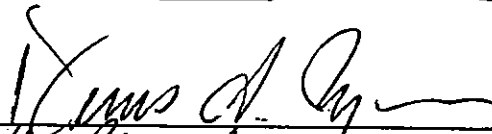
Section 5: NO ACTIVE BUSINESS TO BE CONDUCTED FOR PROFIT. Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Members or any of them.

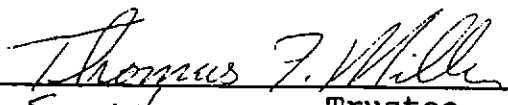
Section 6: DEFINITIONS. All terms used herein shall have the same meaning as set forth in the Declaration.

Section 7: DELEGATION OF DUTIES. Nothing herein contained shall be construed so as to preclude the Association from delegating to persons, firms or corporations of its choice, including any manager or managing agent, such duties and responsibilities of the Association as the Board shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

We, the undersigned Trustees of the Crooked Tree Community Association, an Ohio corporation not for profit, No. 935060 recorded on Roll 5456 at Frame 1369, of the records of incorporation and miscellaneous filings in the Office of the Secretary of State of Ohio, do hereby approve the adoption of the foregoing By-Laws Declaration and regulations for the government of said corporation.


PRESIDENT, Trustee


VICE PRESIDENT, Trustee


Secretary, Trustee

Cincinnati, Ohio

March 12, 1996

This instrument prepared by Stephen R. Hunt Esq., Aronoff, Rosen & Hunt, 1600 Star Bank Center, 425 Walnut Street, Cincinnati, Ohio 45202 (513) 241-0400.

EXHIBIT D
 LEGAL DESCRIPTION
 BROOKSHIRE VILLAGE PROPERTIES

12-32-400-016

HCH

- Situated in parts of Section 31 and Section 32, Town 4, Range 3, partially in the City of Mason and partially in Deerfield Township, Warren County, Ohio, being part of Tracts 1, 3, 5 and 6 of the lands heretofore conveyed to Brookshire Village Properties by deed recorded in Official Record Volume 417, Pages 478 through 483 of the Official Deed Records of Warren County, Ohio, and being more particularly described as follows:
- Commencing at a spike at the intersection of Mason-Montgomery Road and Bethany Road, said point being the southeast corner of the aforementioned Tract 5;
- Thence with the centerline of Bethany Road and the southerly line of Tract 5, N.83°50'00"W., a distance of 468.46 feet to a point in the southerly line of said Tract 5 and the principal point of beginning for the herein described tract;
- Thence from said principal point of beginning and continuing with the centerline of Bethany Road and the southerly line of Tract 5, N.83°50'00"W., a distance of 1320.15 feet to the southwest corner of said Tract 5;
- Thence running with the westerly line of Tract 5, on the following two (2) courses and distances:
- 1) N.02°09'00"E. (passing an iron pin at 23.70 feet), a total distance of 315.57 feet to an old stone in the north line of Section 31, and the south line of Section 32;
 - 2) N.02°12'30"E., a distance of 770.73 feet to the southeast corner of the aforementioned Tract 6 (iron pin 0.4S.E.);
- Thence running with the southerly line of Tract 6, on the following two (2) courses and distances:
- 1) N.87°47'30"W., a distance of 200.00 feet to a point;

- 2) N.88°17'35"W., a distance of 1,677.48 feet to an iron pin in the east line of the aforementioned Tract 3;

Thence

along the easterly and southerly lines of said Tract 3, on the following two (2) courses and distances:

- 1) S.02°10'55"W., a distance of 764.28 feet to a concrete monument at the southeast corner of said tract;
- 2) N.88°26'10"W., a distance of 781.97 feet to a point;

Thence

running with the boundary of the lands heretofore conveyed to Brookshire Golf Course, Inc., by deed recorded in Official Record Volume 705, Page 319 of the Official Deed Records of Warren County, Ohio, on the following twenty-nine (29) courses and distances:

- 1) N.20°50'50"E., a distance of 86.19 feet to a point;
- 2) N.75°41'01"E., a distance of 190.72 feet to a point;
- 3) S.81°05'51"E., a distance of 157.88 feet to a point;
- 4) N.78°44'18"E., a distance of 279.34 feet to a point;
- 5) S.88°15'27"E., a distance of 123.47 feet to a point;
- 6) N.01°32'10"E., a distance of 501.59 feet to a point;
- 7) N.56°16'00"W., a distance of 161.78 feet to a point;
- 8) N.15°52'29"E., a distance of 194.20 feet to a point;
- 9) N.80°45'26"E., a distance of 279.43 feet to a point;
- 10) N.37°30'13"E., a distance of 257.16 feet to a point;
- 11) S.89°53'04"E., a distance of 126.19 feet to a point;
- 12) S.10°11'05"E., a distance of 86.12 feet to a point;
- 13) S.52°06'13"E., a distance of 121.13 feet to a point;
- 14) N.60°11'48"E., a distance of 256.86 feet to an iron pin;
- 15) N.13°23'03"E., a distance of 274.11 feet to an iron pin;
- 16) N.33°46'50"E., a distance of 310.45 feet to an iron pin;
- 17) N.52°26'35"E., a distance of 300.13 feet to an iron pin;
- 18) N.67°22'05"E., a distance of 539.49 feet to an iron pin;
- 19) S.70°51'14"E., a distance of 67.94 feet to a point;
- 20) N.76°21'01"E., a distance of 133.78 feet to a point;
- 21) N.57°48'32"E., a distance of 130.52 feet to a point;

- 22) N.40°14'16"E., a distance of 323.17 feet to a point;
- 23) N.20°31'42"E., a distance of 140.52 feet to an iron pin;
- 24) N.48°29'03"E., a distance of 244.18 feet to an iron pin;
- 25) N.19°53'18"E., a distance of 210.58 feet to an iron pin;
- 26) N.68°25'46"E., a distance of 240.78 feet to an iron pin;
- 27) S.57°47'00"E., a distance of 1000.51 feet to an iron pin in the north line of a former 16.051 acre tract of land (said tract now combined with the aforementioned Tract 1);
- 28) N.42°12'20"E., a distance of 36.43 feet to a point;
- 29) N.02°56'40"E., a distance of 547.90 feet to a point in the southerly line of a 25.229 acre tract of land heretofore conveyed to RNJC, Inc., by deed recorded in Official Record Volume 1021, Page 12 of said County Records;

Thence with the southerly line of said 25.229 acre tract, S.29°02'38"E., a distance of 18.99 feet to a point in the east line of Section 32;

Thence along said Section Line, S.01°22'20"W., a distance of 558.75 feet to an iron pin at the northeast corner of the aforementioned 16.051 acre tract;

Thence continuing with said east line of Section 32, S.01°23'05"W., a distance of 649.96 feet to a point in Mason-Montgomery Road and the northeast corner of Shaker Heights Farms Subdivision, as recorded in Plat Book 6, Page 34, of the Warren County Ohio Plat Records;

Thence with the northerly line of said Shaker Heights Farms Subdivision, N.88°11'00"W., a distance of 452.93 feet to the northwest corner of said subdivision (iron pin bent/disturbed);

Thence running with the westerly line of said Shaker Heights Farms Subdivision and the southerly extension thereof, S.01°49'00"W. (passing an iron pin at a distance of 1,733.60 feet at the southwest corner of the subdivision), a total distance of 2343.95 feet to the point of beginning;

Legal Description
Brookshire Village Properties

Page Four

Containing

140.0294 acres, more or less, and being subject to all legal highways, rights-of-way, easements, restrictions, covenants, and/or conditions of record.

This 140.0294 acre tract of land consists of 11.5037 acres, more or less, lying in Section 31, with the balance of the land lying in Section 32.

The 140.0294 acre tract of land consists of 0.3225 of an acre, more or less, lying in Deerfield Township, with the balance of the land lying in the City of Mason.

The above description and bearing system is based on previously filed surveys and deeds of record filed in the Warren County Courthouse and a Plat of Survey prepared by CDS Associates, Inc., in May 1995 at the direction of Lee A. Russell, Registered Professional Surveyor # 6840 in Ohio, as filed in Survey Record Volume 94, Plat No. 8, of the Warren County Engineer's Record of Land Surveys.

The above-described 140.0294 acres is subject to a fifty (50) foot wide Ingress/Egress and Utility Easement, heretofore granted to Brookshire Golf Course, Inc., and being described as follows:

Situated

in Section 32, Town 4, Range 3, Deerfield Township, partially in the City of Mason and partially in Deerfield Township, Warren County, Ohio, being a fifty (50) foot wide Ingress/Egress and Utility Easement over, across, and through part of the lands heretofore conveyed to Brookshire Village Properties, and recorded in Tract 1 of Official Record Volume 417, Page 479 of the Official Deed Records of Warren County, Ohio, with the centerline of said fifty (50) foot wide Ingress/Egress and Utility Easement, being more particularly described as follows:

Beginning

at a point in Mason-Montgomery Road, said point being in the east line of Section 32, and further being N.01°23'05"E., a distance of 2297.84 feet from the southeast corner of Section 32, as measured along said east Section Line, (witness an iron pin bears N.01°23'05"E., a distance of 28.33 feet);

Thence

from said point of beginning, departing the east line of Section 32, and running with the centerline of the aforementioned fifty (50) foot wide Ingress/Egress and Utility Easement, on the following nine (9) courses and distances:

1. N.67°49'26"W., a distance of 37.66 feet to a point of curvature for a curve;
2. along a curve to the right (said curve having a radius of 700.00 feet, with a chord bearing N.62°30'08"W., and a chord distance of 129.87 feet), an arc distance of 130.05 feet to a point of tangency;
3. N.57°10'46"W., a distance of 101.77 feet to a point of curvature for a curve;
4. along a curve to the left (said curve having a radius of 450.00 feet, with a chord bearing N.73°51'54"W., and a chord distance of 258.40 feet), an arc distance of 262.09 feet to a point of tangency;
5. S.89°26'59"W., a distance of 281.34 feet to a point of curvature for a curve;
6. along a curve to the right (said curve having a radius of 100.00 feet, with a chord bearing N.60°16'51"W., and a chord distance of 100.81 feet), an arc distance of 105.66 feet to a point of tangency;
7. N.30°00'41"W., a distance of 251.20 feet to a point of curvature for a curve;

8. along a curve to the right (said curve having a radius of 230.50 feet, with a chord bearing N.08°59'35"W., and a chord distance of 165.34 feet), an arc distance of 169.11 feet to a point of reverse curvature;
9. along a segment of a curve to the left (said curve having a radius of 259.21 feet, with a chord bearing N.00°58'59"E., and a chord distance of 99.29 feet), an arc distance of 99.91 feet to a point in the boundary line of the 160.0000 acre tract, heretofore conveyed to Brookshire Golf Course, Inc., by deed recorded in Official Record Volume 705, Page 319 of the Official Deed Records of said County, and the point of terminus for the herein-described easement;

With

the limits of the aforementioned easement being twenty-five (25) feet on each side of the above-described centerline;

Excluding

therefrom any areas lying outside of the Grantor's boundary line.

The above-described easement is subject to all other easements, restrictions, covenants, and/or conditions of record.

The above-described 140.0294 acre tract is further subject to a ten (10) foot wide Electric Service Easement, heretofore granted to Brookshire Golf Course, Inc., and being described as follows:

Situated

in Section 32, Town 4, Range 3, Deerfield Township, City of Mason, Warren County, Ohio, being a ten (10) foot wide Electric Service Easement over, across, and through part of the lands heretofore conveyed to Brookshire Village Properties, and recorded in Tract 1 of Official Record Volume 417, Page 479 of the Official Deed Records of Warren County, Ohio, with the existing electric service pole line being more particularly described as follows:

Legal Description
Brookshire Village Properties

Page Seven

Beginning at a point in the east line of Section 32, said point being N.01°23'05"E., a distance of 2511.07 feet from the southeast corner of Section 32, as measured along said east Section Line, with said point further being S.01°23'05"W., a distance of 25.75 feet from the northeasterly corner of a former 16.051 acre tract of land (now combined in the aforementioned Tract 1);

Thence from said point of beginning, departing the east line of Section 32, and running with the existing electric service pole line, N.57°47'00"W., a distance of 54.24 feet to a point in the easterly boundary line of the 160.0000 acre tract, and the point of terminus for the herein described easement;

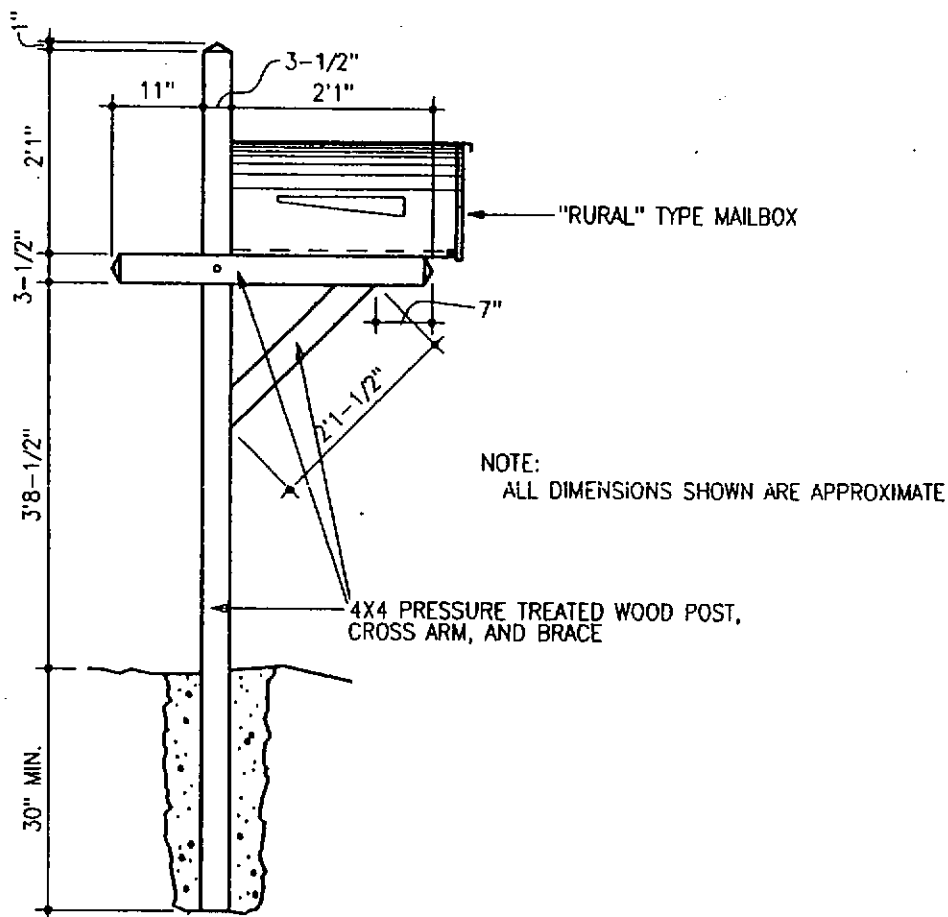
With the limits of the aforementioned ten (10) foot wide Electric Service Easement being 2.84 feet wide (measured perpendicularly) on the southwesterly side of the above-described line, and 7.16 feet wide (measured perpendicularly) on the northeasterly side of the above-described line.

Excluding therefrom, any areas lying outside of the Grantor's boundary lines.

Also excluding from Parcel I, Section 1 of The Oaks of Crooked Tree Subdivision as recorded in Plat Book 33, Pages 10 and 11 of the Warren County, Ohio Records.

Also excluding from Parcel I, 0.2113 Ac.
Dedicated into Mason-Montgomery Rd.
in P.B. 33 Pg. 74

EXHIBIT "E"



A
1.1

THE OAKS OF CROOKED TREE
STANDARD MAILBOX DESIGN

SCALE: 1/2" = 1'0"

EXTERIOR SELECTIONS

- WOOD POST: PAINTED SOLID BLACK, BROWN, GRAY, OR WHITE
- MAILBOX: PAINTED SOLID BLACK, BROWN, GRAY, OR WHITE

BOOK 1204 PAGE 54

The Drees Company

211 Grandview Drive Ft. Mitchell, Kentucky 41017

ELEVATION/DETAIL
MAILBOX & POST, OAKS OF CROOKED TREE

| | | |
|----------------------------------|----------------------------|---------------------|
| DATE OF DETAIL: 2/9/96 | DRAWN BY: LEE ROSATO | SHT. NO. 1.1 |
| DATE OF LAST REVISION 2/12/96 | CHECKED BY: BILL SPEARS | |
| DATE ISSUED: | | |

EXHIBIT "F"

CONSENT OF MORTGAGEE

The undersigned, The Fifth Third Bank, an Ohio banking corporation, is the holder of a One Hundred Thirty Million and 00/100 Dollar (\$130,000,000.00) Open-End Mortgage encumbering the real estate described in the foregoing Declaration for Crooked Tree Subdivision, from The Drees Company, a Kentucky corporation, as recorded in Official Record Volume 1186, Page 914, of the Recorder's Records of Warren County, Ohio.

The Fifth Third Bank hereby consents to the execution and delivery of the Declaration together with the Exhibits thereto, and consents to the filing thereof in the office of the Recorder of Warren County, Ohio. The Fifth Third Bank hereby subjects and subordinates the above described mortgage on said real estate to the provisions of the foregoing Declaration with all Exhibits attached thereto.

IN WITNESS WHEREOF, The Fifth Third Bank has caused the execution of this Consent of Mortgagee, this 21st day of MARCH, 1996, by its duly authorized officers.

Signed and acknowledged in the presence of:

THE FIFTH THIRD BANK

Donna M Betsch
Name: DENNA M BETSCH

By: Gregory A. Schreck

Douglas A. Sutton
Name: Douglas A. Sutton

By: Andrew K. Hauck

STATE OF OHIO
COUNTY OF HAMILTON

ss.

The foregoing instrument was acknowledged before me this 21st day of March, 1996, by Gregory A. Schreck, Vice President and Andrew K. Hauck, Vice President of The Fifth Third Bank, on behalf of said corporation.

Notary Public signature line

REA N. WALDON
Notary Public, State of Ohio
My Commission Expires Jan. 10, 2008

February 15, 1996:C:\LETTERS\SRH\CROOKED\EXHIBIT.F

44864

RECEIVED & RECORDED
BETH BECKARD
WARREN CO RECORDER

96 MAR 22 AM 10:10
O.R. VOL 1204
PAGE 01 FEES 2.00

TRANSFER NOT NECESSARY
NICK NELSON, AUDITOR
WARREN COUNTY, OHIO
\$ 226.00 - amount from

SUPPLEMENT NUMBER ONE TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR CROOKED TREE COMMUNITY ASSOCIATION (Section Two)

This Supplement to Declaration is made this 17~~th~~ day of October, 1996, by The Drees Company, a Kentucky corporation, hereinafter referred to as "DECLARANT".

WITNESSETH:

WHEREAS, the Declarant executed a Declaration of Covenants, Conditions and Restrictions and Reservation of Easement on March 12, 1996 (hereinafter referred to as the "Declaration"), which Declaration has been recorded in Volume 1204, Page 1 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant is the owner of the real property described in the attached Exhibit "A"; and

WHEREAS, the Declarant desires to annex to the Declaration the real property described in the attached Exhibit "A", which constitutes a portion of the real property described in Exhibit "B" to the Declaration, in accordance with the provisions of Section 2.3 of the Declaration;

NOW, THEREFORE, Declarant hereby declares that the real property described in that attached Exhibit "A" is hereby annexed to and made subject to the provisions of the Declaration.

The above described real property shall be held, sold and conveyed subject to the covenants, conditions and restrictions and reservation of easements contained in the Declaration, which shall run with said real property and shall be binding on all parties having any right, title or interest in such real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, The Drees Company, a Kentucky corporation, has hereunto set its signature on the day and year first above written.

Signed and acknowledged in the presence of:

THE DREES COMPANY

Jenny Young
Name: JENNY YOUNG

By: David G. Drees
David G. Drees,
President

Phil Drees
Name: Phil. DREES

EXHIBIT "A"

Situated in Sections 31 and 32, Town 4, Range 3, Deerfield Township, City of Mason, Warren County, Ohio, being all of Lot Numbers 32 through 60 of The Oaks of Crooked Tree Subdivision, Section 2, as recorded in Plat Book 35, Pages 97 and 98 of the Warren County, Ohio Records.

19431

RECEIVED & RECORDED
BETH DECKARD
WARREN COUNTY RECORDER

96 OCT 30 PM 12:25

O.R. VOL. 1290

PAGE 236 FEE 18

| <u>LOT #</u> | <u>SIDWELL #</u> |
|--------------|------------------|
| 32 | 12-32-437-006 |
| 33 | 12-32-437-007 |
| 34 | 12-32-437-008 |
| 35 | 12-32-437-009 |
| 36 | 12-32-437-010 |
| 37 | 12-32-437-011 |
| 38 | 12-32-437-012 |
| 39 | 12-32-437-013 |
| 40 | 12-32-449-001 |
| 41 | 12-32-449-002 |
| 42 | 12-32-449-003 |
| 43 | 12-32-447-001 |
| 44 | 12-32-447-002 |
| 45 | 12-32-447-003 |
| 46 | 12-32-447-004 |
| 47 | 12-32-447-005 |
| 48 | 12-32-447-006 |
| 49 | 12-32-447-007 |
| 50 | 12-32-430-001 |
| 51 | 12-32-430-002 |
| 52 | 12-32-430-003 |
| 53 | 12-32-430-004 |
| 54 | 12-32-430-005 |
| 55 | 12-32-430-006 |
| 56 | 12-32-430-007 |
| 57 | 12-32-430-008 |
| 58 | 12-32-430-009 |
| 59 | 12-32-430-010 |
| 60 | 12-32-430-011 |

HW
ALL

18 CV
ARONOFF, ROSEN & HUNT

**SUPPLEMENT NUMBER TWO TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS AND
RESERVATION OF EASEMENTS FOR
CROOKED TREE COMMUNITY ASSOCIATION
(Section Three)**

This Supplement to Declaration is made this 19 day of November, 1996, by The Drees Company, a Kentucky corporation, hereinafter referred to as "DECLARANT".

WITNESSETH:

WHEREAS, the Declarant executed a Declaration of Covenants, Conditions and Restrictions and Reservation of Easement on March 12, 1996 (hereinafter referred to as the "Declaration"), which Declaration has been recorded in Volume 1204, Page 1 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number One to said Declaration on October 17, 1997, which Supplement has been recorded in Volume 1290, Page 236 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant is the owner of the real property described in the attached Exhibit "A"; and

WHEREAS, the Declarant desires to annex to the Declaration the real property described in the attached Exhibit "A", which constitutes a portion of the real property described in Exhibit "B" to the Declaration, in accordance with the provisions of Section 2.3 of the Declaration;

NOW, THEREFORE, Declarant hereby declares that the real property described in that attached Exhibit "A" is hereby annexed to and made subject to the provisions of the Declaration.

The above described real property shall be held, sold and conveyed subject to the covenants, conditions and restrictions and reservation of easements contained in the Declaration, which shall run with said real property and shall be binding on all parties having any right, title or interest in such real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

EXHIBIT "A"

Situated in Sections 31 and 32, Town 4, Range 3, Deerfield Township, City of Mason, Warren County, Ohio, being all of Lot Numbers 61 through 80 of The Oaks of Crooked Tree Subdivision, Section 3A, as recorded in Plat Book 36, Pages 27 and 28 of the Warren County, Ohio Records.

| <u>LOT#</u> | <u>SIDWELL#</u> |
|-------------|-----------------|
| 61 | 12-32-430-012 |
| 62 | 12-32-430-013 |
| 63 | 12-32-430-014 |
| 64 | 12-32-430-015 |
| 65 | 12-32-430-016 |
| 66 | 12-32-430-017 |
| 67 | 12-32-430-018 |
| 68 | 12-32-430-019 |
| 69 | 12-32-430-020 |
| 70 | 12-32-430-021 |
| 71 | 12-32-428-006 |
| 72 | 12-32-428-007 |
| 73 | 12-32-428-008 |
| 74 | 12-32-428-009 |
| 75 | 12-32-428-010 |
| 76 | 12-32-412-006 |
| 77 | 12-32-412-007 |
| 78 | 12-32-412-008 |
| 79 | 12-32-412-009 |
| 80 | 12-32-412-010 |

SC

21738

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BETH DECKARD
WARREN CO RECORDER
96 NOV 22 AM 10:10
O.R. VOL. 1298
PAGE 766 FEE 18

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TRANSFER NOT NECESSARY
NICK NELSON, AUDITOR
WARREN COUNTY, OHIO

AvDrees Co

**SUPPLEMENT NUMBER THREE TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS AND
RESERVATION OF EASEMENTS FOR
CROOKED TREE COMMUNITY ASSOCIATION
(Section Four)**

This Supplement to Declaration is made this 17th day of October, 1997, by The Drees Company, a Kentucky corporation, hereinafter referred to as "DECLARANT".

WITNESSETH:

WHEREAS, the Declarant executed a Declaration of Covenants, Conditions and Restrictions and Reservation of Easement on March 12, 1996 (hereinafter referred to as the "Declaration"), which Declaration has been recorded in Volume 1204, Page 1 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number One to said Declaration on October 17, 1996, which Supplement has been recorded in Volume 1290, Page 236 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number Two to said Declaration on November 22, 1996, which Supplement has been recorded in Volume 1298, Page 766 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant is the owner of the real property described in the attached Exhibit "A"; and

WHEREAS, the Declarant desires to annex to the Declaration the real property described in the "A", which constitutes a portion of the real property described in Exhibit "B" to the Declaration, in accordance with the provisions of Section 2.3 of the Declaration;

NOW, THEREFORE, Declarant hereby declares that the real property described in that attached Exhibit "A" is hereby annexed to and made subject to the provisions of the Declaration.

EXHIBIT "A"

Situated in Sections 31 and 32, Town 4, Range 3, Deerfield Township, City of Mason, Warren County, Ohio, being all of Lot Numbers 81 through 105 of The Oaks of Crooked Tree Subdivision, Section 4, as recorded in Plat Book 38, Pages 96-97 of the Warren County, Ohio Records.

| <u>LOT#</u> | <u>SIDWELL#</u> |
|-------------|-----------------|
| 81 | 12-32-435-001 |
| 82 | 12-32-435-002 |
| 83 | 12-32-435-003 |
| 84 | 12-32-435-004 |
| 85 | 12-32-435-005 |
| 86 | 12-32-435-006 |
| 87 | 12-32-435-007 |
| 88 | 12-32-435-008 |
| 89 | 12-32-435-009 |
| 90 | 12-32-435-010 |
| 91 | 12-32-435-011 |
| 92 | 12-32-435-012 |
| 93 | 12-32-435-013 |
| 94 | 12-32-435-014 |
| 95 | 12-32-291-002 |
| 96 | 12-32-291-003 |
| 97 | 12-32-291-004 |
| 98 | 12-32-432-001 |
| 99 | 12-32-432-002 |
| 100 | 12-32-432-003 |
| 101 | 12-32-432-004 |
| 102 | 12-32-432-005 |
| 103 | 12-32-432-006 |
| 104 | 12-32-432-007 |
| 105 | 12-32-291-005 |

(C)
All

57978

RECEIVED & RECORDED
BETH DECKARD
WARREN CO. RECORDER

97 OCT 28 PM 3:23

O.R. VOL. 1434

PAGE 947 FEE 18

restr/CRT 4 Exh A

TRANSFER NOT NECESSARY
NICK NELSON, AUDITOR
WARREN COUNTY, OHIO

18 N Cronk-H, Rosen & Hunt

(FOUR)

**SUPPLEMENT NUMBER THREE TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS AND
RESERVATION OF EASEMENTS FOR
CROOKED TREE COMMUNITY ASSOCIATION
(Section Five, Block A)**

This Supplement to Declaration is made this 29 day of June, 1998, by The Drees Company, a Kentucky corporation, hereinafter referred to as "DECLARANT".

WITNESSETH:

WHEREAS, the Declarant executed a Declaration of Covenants, Conditions and Restrictions and Reservation of Easement on March 12, 1996 (hereinafter referred to as the "Declaration"), which Declaration has been recorded in Volume 1204, Page 1 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number One to said Declaration on October 17, 1996, which Supplement has been recorded in Volume 1290, Page 236 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number Two to said Declaration on November 22, 1996, which Supplement has been recorded in Volume 1298, Page 766 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number Three to said Declaration on October 17, 1997 which Supplement has been recorded in Volume 1434, Page 947 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant is the owner of the real property described in the attached Exhibit "A"; and

WHEREAS, the Declarant desires to annex to the Declaration the real property described in the attached Exhibit "A", which constitutes a portion of the real property described in Exhibit "B" to the Declaration, in accordance with the provisions of Section 2.3 of the Declaration;

EXHIBIT "A"

Situated in Sections 31 and 32, Town 4, Range 3, Deerfield Township, City of Mason, Warren County, Ohio, being all of Lot Numbers 106 through 128 of The Oaks of Crooked Tree Subdivision, Section 5, Block A, as recorded in Plat Book 94, Pages 29 and 30 of the Warren County, Ohio Records.

| <u>LOT#</u> | <u>SIDWELL#</u> |
|-------------|-----------------|
| 106 | 12-32-408-003 |
| 107 | 12-32-408-004 |
| 108 | 12-32-408-005 |
| 109 | 12-32-408-006 |
| 110 | 12-32-408-007 |
| 111 | 12-32-408-008 |
| 112 | 12-32-408-009 |
| 113 | 12-32-408-010 |
| 114 | 12-32-405-001 |
| 115 | 12-32-405-002 |
| 116 | 12-32-405-003 |
| 117 | 12-32-405-004 |
| 118 | 12-32-405-005 |
| 119 | 12-32-405-006 |
| 120 | 12-32-405-007 |
| 121 | 12-32-410-010 |
| 122 | 12-32-410-011 |
| 123 | 12-32-410-012 |
| 124 | 12-32-410-013 |
| 125 | 12-32-410-014 |
| 126 | 12-32-410-015 |
| 127 | 12-32-410-016 |
| 128 | 12-32-410-017 |

kw

Restrict 5A Exh

TRANSFER NOT NECESSARY
NICK NELSON, AUDITOR
WARREN COUNTY, OHIO

BETH DEBORO - WARREN COUNTY RECORDER
Doc #: 93259 Type: SUPER DECLA
Filed: 7/7/1998 11:15:10
Off Records: 1570 400 Pages:
Recd: 14604 Return Flag: N
BAKER & BECKER ENGINEERS

3/18
Drees

**SUPPLEMENT NUMBER FIVE TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS AND
RESERVATION OF EASEMENTS FOR
CROOKED TREE COMMUNITY ASSOCIATION
(Section Five, Block B)**

This Supplement to Declaration is made this 24TH day of AUGUST, 1999, by The Drees Company, a Kentucky corporation, hereinafter referred to as "DECLARANT".

WITNESSETH:

WHEREAS, the Declarant executed a Declaration of Covenants, Conditions and Restrictions and Reservation of Easement on March 12, 1996 (hereinafter referred to as the "Declaration"), which Declaration has been recorded in Volume 1204, Page 1 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number One to said Declaration on October 17, 1996, which Supplement has been recorded in Volume 1290, Page 236 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number Two to said Declaration on November 22, 1996, which Supplement has been recorded in Volume 1298, Page 766 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number Three to said Declaration on October 17, 1997, which Supplement has been recorded in Volume 1434, Page 947 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number Four to said Declaration on July 8, 1998, which Supplement has been recorded in Volume 1570, Page 3 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant is the owner of the real property described in the attached Exhibit "A" and

WHEREAS, the Declarant desires to annex to the Declaration the real property described in the attached Exhibit "A", which constitutes a portion of the real property described in Exhibit "B" to the Declaration, in accordance with the provisions of Section 2.3 of the Declaration;

NOW, THEREFORE, Declarant hereby declares that the real property described in that attached Exhibit "A" is hereby annexed to and made subject to the provisions of the Declaration.

The above described real property shall be held, sold and conveyed subject to the covenants, conditions and restrictions and reservation of easements contained in the Declaration, which shall run with said real property and shall be binding on all parties having any right, title or interest in such real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, The Drees Company, a Kentucky corporation, has hereunto set its signature on the day and year above written.

Signed and acknowledged in
the presence of:

THE DREES COMPANY

Z. Lynn Hood
Name: Z. LYNN HOOD

David G. Drees
David G. Drees, President

Keith Henry
Name: KEITH HENRY

STATE OF KENTUCKY

SS:

COUNTY OF KENTON

The foregoing instrument was acknowledged before me this 26th day of AUGUST, 1999, by David G. Drees, the President of The Drees Company, a Kentucky corporation, on behalf of the corporation.

Zanda Lynn Hood
Notary Public

Zanda Lynn Hood, Notary Public
State at Large, Kentucky
My Commission Expires 8/24/2003

This instrument prepared by The Drees Company, 211 Grandview Drive, Ft. Mitchell, KY 41017, phone (606) 578-4200.

EXHIBIT "A"

Situated in Section 32, Town 4, Range 3, Deerfield Township, City of Mason Warren County, Ohio, being all of Lot Numbers 129 through 147 of The Oaks of Crooked Tree Subdivision, Section 5B as recorded in Plat Book 45, Page 81 of the Warren County, Ohio records.

| <u>LOT#</u> | <u>SIDWELL#</u> |
|-------------|-----------------|
| 129 | 12-32-405-008 |
| 130 | 12-32-405-009 |
| 131 | 12-32-405-010 |
| 132 | 12-32-405-011 |
| 133 | 12-32-410-018 |
| 134 | 12-32-410-019 |
| 135 | 12-32-410-020 |
| 136 | 12-32-410-021 |
| 137 | 12-32-410-022 |
| 138 | 12-32-410-023 |
| 139 | 12-32-410-024 |
| 140 | 12-32-410-025 |
| 141 | 12-32-410-026 |
| 142 | 12-32-410-027 |
| 143 | 12-32-410-028 |
| 144 | 12-32-410-029 |
| 145 | 12-32-410-030 |
| 146 | 12-32-410-031 |
| 147 | 12-32-410-032 |



TRANSFER NOT NECESSARY
NICK NELSON, AUDITOR
WARREN COUNTY, OHIO *R*

BOOK 1820 PAGE 791

BETH DECKARD - WARREN COUNTY RECORDER
Doc #: 159551 Type: SUPPLM DECLR
Filed: 8/31/1999 11:37:57 18.0
Off Record: 1820 789 Pages: 3
Rec'd: 21345 Return Flag: M
DREES CO

3/18-2

SUPPLEMENT NUMBER SIX TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR CROOKED TREE COMMUNITY ASSOCIATION (Section Six, Block A)

This Supplement to Declaration is made this 6TH day of JUNE, 2000, by The Drees Company, a Kentucky corporation, hereinafter referred to as "DECLARANT".

WITNESSETH:

WHEREAS, the Declarant executed a Declaration of Covenants, Conditions and Restrictions and Reservation of Easement on March 12, 1996 (hereinafter referred to as the "Declaration"), which Declaration has been recorded in Volume 1204, Page 1 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number One to said Declaration on October 17, 1996, which Supplement has been recorded in Volume 1290, Page 236 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number Two to said Declaration on November 22, 1996, which Supplement has been recorded in Volume 1298, Page 766 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number Three to said Declaration on October 17, 1997, which Supplement has been recorded in Volume 1434, Page 947 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number Four to said Declaration on July 8, 1998, which Supplement has been recorded in Volume 1570, Page 3 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number Five to said Declaration on August 31, 1999, which Supplement has been recorded in Volume 1820, Page 791 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant is the owner of the real property described in the attached Exhibit "A" and

BOOK 1982 PAGE 835

WHEREAS, the Declarant desires to annex to the Declaration the real property described in the attached Exhibit "A", which constitutes a portion of the real property described in Exhibit "B" to the Declaration, in accordance with the provisions of Section 2.3 of the Declaration;

NOW, THEREFORE, Declarant hereby declares that the real property described in that attached Exhibit "A" is hereby annexed to and made subject to the provisions of the Declaration.

The above described real property shall be held, sold and conveyed subject to the covenants, conditions and restrictions and reservation of easements contained in the Declaration, which shall run with said real property and shall be binding on all parties having any right, title or interest in such real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, The Drees Company, a Kentucky corporation, has hereunto set its signature on the day and year above written.

Signed and acknowledged in the presence of:

THE DREES COMPANY

Zanda Lynn Hood
Name: ZANDA LYNN HOOD

David G. Drees
David G. Drees, President

Keith Henry
Name: KEITH HENRY

STATE OF KENTUCKY :
:SS:
COUNTY OF KENTON :

The foregoing instrument was acknowledged before me this 6TH day of JUNE, 2000, by David G. Drees, the President of The Drees Company, a Kentucky corporation, on behalf of the corporation.

Zanda Lynn Hood
Notary Public

Zanda Lynn Hood, Notary Public
State at Large, Kentucky
My Commission Expires 8/24/2003

This instrument prepared by The Drees Company, 211 Grandview Drive, Ft. Mitchell, KY 41017, phone (606) 578-4200.

CRT\Suppl 5

EXHIBIT "A"

Situated in Section 32, Town 4, Range 3, Deerfield Township, City of Mason, Warren County, Ohio, being all of Lot Numbers 148-184 of The Oaks of Crooked Tree Subdivision, Section 6, Block A as recorded in Plat Book 50, Page 3-5 of the Warren County, Ohio records.

- LOT 148 - 12-32-449-004
- LOT 149 - 12-32-449-005
- LOT 150 - 12-32-449-006
- LOT 151 - 12-32-449-007
- LOT 152 - 12-32-449-008
- LOT 153 - 12-32-449-009
- LOT 154 - 12-32-449-011
- LOT 155 - 12-32-449-012
- LOT 156 - 12-32-449-013
- LOT 157 - 12-32-449-014
- LOT 158 - 12-32-449-015
- LOT 159 - 12-32-449-016
- LOT 160 - 12-32-449-017
- LOT 161 - 12-32-449-018
- LOT 162 - 12-32-449-019
- LOT 163 - 12-32-449-020
- ✓ LOT 164 - 12-31-227-001
- ✓ LOT 165 - 12-31-230-001
- ✓ LOT 166 - 12-31-217-001
- LOT 167 - 12-31-217-002
- LOT 168 - 12-31-217-003
- ✓ LOT 169 - 12-32-410-039
- LOT 170 - 12-32-410-038
- LOT 171 - 12-32-410-037
- LOT 172 - 12-32-410-036
- LOT 173 - 12-32-410-035
- LOT 174 - 12-32-410-034
- LOT 175 - 12-32-410-033
- ✓ LOT 176 - 12-32-447-008
- LOT 177 - 12-32-447-009
- LOT 178 - 12-32-447-010
- LOT 179 - 12-32-447-011
- LOT 180 - 12-32-447-012
- LOT 181 - 12-32-447-013
- LOT 182 - 12-32-447-014
- ✓ LOT 183 - 12-32-449-010
- ✓ LOT 184 - 12-31-230-002

BETH DECKARD - WARREN COUNTY RECORDER
 Doc #: 201298 Type: SUPPLM DECLR
 Filed: 7/27/2000 11:39:34 \$ 18.00
 OR Volume: 1982 Page: 835 Return: M
 Rec#: 15253 Pages: 3
 ARONOFF ROSEN & HUNT

DESCRIBED

CRT6a Exh A

**SUPPLEMENT NUMBER SEVEN TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS AND
RESERVATION OF EASEMENTS FOR
CROOKED TREE COMMUNITY ASSOCIATION**

This Supplement to Declaration is made this 17TH day of October, 2000, by The Drees Company, a Kentucky corporation, hereinafter referred to as "DECLARANT".

WITNESSETH:

WHEREAS, the Declarant executed a Declaration of Covenants, Conditions and Restrictions and Reservation of Easement on March 12, 1996 (hereinafter referred to as the "Declaration"), which Declaration has been recorded in Volume 1204, Page 1 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number One to said Declaration on October 17, 1997, which Supplement has been recorded in Volume 1290, Page 236 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number Two to said Declaration on November 22, 1996, which Supplement has been recorded in Volume 1298, Page 766 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number Three to said Declaration on October 17, 1997, which Supplement has been recorded in Volume 1434, Page 947 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number Four to said Declaration on July 8, 1998, which Supplement has been recorded in Volume 1570, Page 3 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number Five to said Declaration on August 31, 1999, which Supplement has been recorded in Volume 1820, Page 791 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number Six to said Declaration on June 6, 2000, which Supplement has been recorded in Volume 1982, Page 835 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant is the owner of the real property described in the attached Exhibit "A"; and

WHEREAS, in accordance with the provisions of Section 2.3 of the Declaration, the Declarant desires to amend the Declaration in order to subject the real property described in the attached Exhibit "A" to additional covenants and restrictions as set forth in this Supplement to Declaration;

NOW, THEREFORE, Declarant hereby declares that:

1. The Declaration is hereby amended by adding a new Section 1.22 and by revising Sections 8.1.9 and 9.1.12 to read as follows:

"1.22 **Open-Space / Drainage Easement**" shall mean and refer to an easement as shown on the record plat or plats for the Property created for the benefit of the Owners and the Association, for the purpose of maintaining open-space areas and drainage areas for the community. Such easement shall constitute part of the Common Areas."

"8.1.9 **Fences**: No fence or wall of any kind, specifically including the use of a hedge or other growing plants as a fence, and for any purpose, excepting a retaining wall, shall be erected, placed or suffered to remain upon (i) any open-space/landscape easement, (ii) any natural buffer easement, (iii) any Preservation Easement, or, (iv) upon any other Lot nearer to any street than the rear building line of the residence located on the Lot. Unless otherwise approved by the Board, fences shall be limited to a three-rail, split rail fencing with or without black or nonreflective wire mesh, or a hedge or other growing plants used as a fence, and shall not exceed four feet (4') in height.

On a corner Lot, in addition to the restrictions set forth above, no fence or portion thereof shall be erected or placed or suffered to remain upon said corner Lot, closer to the side street than the building set back line for such residence. Fence as used herein shall be liberally construed as to accomplish the purpose of these restrictions, and shall specifically include, but not be limited to, contrived barriers of any type including those of shrubs, hedges or walls. Side street as used herein, shall refer to any street contiguous to any Lot but not referred to in the mailing address of said Lot.

On a Lot adjoining a lake, in addition to the restrictions set forth above, no fence or portion thereof shall be erected or placed or suffered to remain upon said Lot within twenty-five (25) feet from the water's edge of the lake at pool level. Additionally, any fences on such Lot shall be limited to 3 rail board type fence (not painted, natural stain only), with or without wire mesh. This Section shall not apply to decorative fences or retaining walls installed by the Declarant in connection with the development of the Property."

~~"9.1.12~~ **Lakes** - All lakes within the Property shall be aesthetic amenities only and no other use thereof, including without limitation, swimming, boating, playing or use of personal floatation devices shall be permitted without written authorization of the Board. Notwithstanding the above, activities such as fishing and operation of remote control boats shall be permitted on the lake provided such activities are conducted from the shore area of a Lot. No structure of any kind, including a fence, shall be permitted to be placed within twenty-five (25) feet from the water's edge of the lake at pool level. Neither the Declarant nor the Association shall be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of the lakes, ponds or streams within the Properties."

The revised Sections 8.1.9 and 9.1.12 as set forth above shall only be applicable to the real property described in the attached Exhibit "A". The original Section 8.1.9 and 9.1.12 as set forth in the original Declaration shall be applicable to all other real property (other than the real property described in Exhibit "A") previously subjected to the Declaration.

2. This Supplement is made pursuant to the authority granted by Section 2.3 of the Declaration providing for the amendment of the Declaration in order to create additional restrictions encumbering the real property described in Exhibit "A". Except as set forth above, no changes or revisions are affected in the Declaration referred to above, and said Declaration as now amended, is hereby reaffirmed by the incorporation herein by reference of each and every page thereof.

EXHIBIT "A"

Situated in Section 32, Town 4, Range 3, Deerfield Township, City of Mason, Warren County, Ohio, being all of Lot Numbers 148-184 of The Oaks of Crooked Tree Subdivision, Section 6, Block A as recorded in Plat Book 50, Page 3-5 of the Warren County, Ohio records.

- LOT 148 - 12-32-449-004
- LOT 149 - 12-32-449-005
- LOT 150 - 12-32-449-006
- LOT 151 - 12-32-449-007
- LOT 152 - 12-32-449-008
- LOT 153 - 12-32-449-009
- LOT 154 - 12-32-449-011
- LOT 155 - 12-32-449-012
- LOT 156 - 12-32-449-013
- LOT 157 - 12-32-449-014
- LOT 158 - 12-32-449-015
- LOT 159 - 12-32-449-016
- LOT 160 - 12-32-449-017
- LOT 161 - 12-32-449-018
- LOT 162 - 12-32-449-019
- LOT 163 - 12-32-449-020
- LOT 164 - 12-31-227-001
- LOT 165 - 12-31-230-001
- LOT 166 - 12-31-217-001
- LOT 167 - 12-31-217-002
- LOT 168 - 12-31-217-003
- LOT 169 - 12-32-410-039
- LOT 170 - 12-32-410-038
- LOT 171 - 12-32-410-037
- LOT 172 - 12-32-410-036
- LOT 173 - 12-32-410-035
- LOT 174 - 12-32-410-034
- LOT 175 - 12-32-410-033
- LOT 176 - 12-32-447-008
- LOT 177 - 12-32-447-009
- LOT 178 - 12-32-447-010
- LOT 179 - 12-32-447-011
- LOT 180 - 12-32-447-012
- LOT 181 - 12-32-447-013
- LOT 182 - 12-32-447-014
- LOT 183 - 12-32-449-010
- LOT 184 - 12-31-230-002

DESCRIBED

CRT16a Exh A



COPY

===== COPY =====
BETH DECKARD - WARREN COUNTY RECORDER
Doc #: 262119 Type: SUPLM DECL
Filed: 9/13/2001 12:07:05 \$ 22.00
Page: 444 Return: M
Pages: 4

**SUPPLEMENT NUMBER EIGHT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS AND
RESERVATION OF EASEMENTS FOR
CROOKED TREE COMMUNITY ASSOCIATION
(Section Six, Block B)**

This Supplement to Declaration is made this 22nd day of August, 2001, by The Drees Company, a Kentucky corporation, hereinafter referred to as "DECLARANT".

WITNESSETH:

WHEREAS, the Declarant executed a Declaration of Covenants, Conditions and Restrictions and Reservation of Easement on March 12, 1996 (hereinafter referred to as the "Declaration"), which Declaration has been recorded in Volume 1204, Page 1 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number One to said Declaration on October 17, 1996, which Supplement has been recorded in Volume 1290, Page 236 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number Two to said Declaration on November 22, 1996, which Supplement has been recorded in Volume 1298, Page 766 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number Three to said Declaration on October 17, 1997, which Supplement has been recorded in Volume 1434, Page 947 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number Four to said Declaration on July 8, 1998, which Supplement has been recorded in Volume 1570, Page 3 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number Five to said Declaration on August 31, 1999, which Supplement has been recorded in Volume 1820, Page 791 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number Six to said Declaration on July 27, 2000, which Supplement has been recorded in Volume 1982, Page 835 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number Seven to said Declaration on October 19, 2000, which Supplement has been recorded in Volume 2027, Page 593 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant is the owner of the real property described in the attached Exhibit "A" and

WHEREAS, the Declarant desires to annex to the Declaration the real property described in the attached Exhibit "A", which constitutes a portion of the real property described in Exhibit "B" to the Declaration, in accordance with the provisions of Section 2.3 of the Declaration;

NOW, THEREFORE, Declarant hereby declares that the real property described in that attached Exhibit "A" is hereby annexed to and made subject to the provisions of the Declaration.

The above described real property shall be held, sold and conveyed subject to the covenants, conditions and restrictions and reservation of easements contained in the Declaration, which shall run with said real property and shall be binding on all parties having any right, title or interest in such real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, The Drees Company, a Kentucky corporation, has hereunto set its signature on the day and year above written.

Signed and acknowledged in the presence of:

Z. Lynn Hood
Name: Z. LYNN HOOD

Pita C. Ehman
Name: PITA C. EHMANN

THE DREES COMPANY

David G. Drees
David G. Drees, President

Zanda Lynn Hood, Notary Public
State at Large, Kentucky
My Commission Expires 8/24/2003

STATE OF KENTUCKY :
:SS:
COUNTY OF KENTON :

The foregoing instrument was acknowledged before me this 2ND day of AUGUST, 2001, by David G. Drees, the President of The Drees Company, a Kentucky corporation, on behalf of the corporation.

Zanda Lynn Hood
Notary Public

This instrument prepared by The Drees Company, 211 Grandview Drive, Ft. Mitchell, KY 41017, phone (606) 578-4200.

EXHIBIT "A"

Situated in Section 32, Town 4, Range 3, Deerfield Township, City of Mason, Warren County, Ohio, being all of Lot Numbers 185-211 of The Oaks of Crooked Tree Subdivision, Section 6, Block B as recorded in Plat Book 54, Pages 72-73 of the Warren County, Ohio records.

| <u>LOT#</u> | <u>PIDN</u> |
|-------------|---------------|
| LOT 185 | 12-31-227-002 |
| LOT 186 | 12-32-449-021 |
| LOT 187 | 12-32-449-022 |
| LOT 188 | 12-32-449-023 |
| LOT 189 | 12-32-449-024 |
| LOT 190 | 12-32-449-025 |
| LOT 191 | 12-32-449-026 |
| LOT 192 | 12-32-449-027 |
| LOT 193 | 12-32-452-001 |
| LOT 194 | 12-32-452-002 |
| LOT 195 | 12-32-453-001 |
| LOT 196 | 12-32-453-002 |
| LOT 197 | 12-31-230-017 |
| LOT 198 | 12-31-230-016 |
| LOT 199 | 12-31-230-015 |
| LOT 200 | 12-31-230-014 |
| LOT 201 | 12-31-230-013 |
| LOT 202 | 12-31-230-012 |
| LOT 203 | 12-31-230-011 |
| LOT 204 | 12-31-230-010 |
| LOT 205 | 12-31-230-009 |
| LOT 206 | 12-31-230-008 |
| LOT 207 | 12-31-230-007 |
| LOT 208 | 12-31-230-006 |
| LOT 209 | 12-31-230-005 |
| LOT 210 | 12-31-230-004 |
| LOT 211 | 12-31-230-003 |

CRT\Suppl 8

4/30

SUPPLEMENT NUMBER NINE TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR CROOKED TREE COMMUNITY ASSOCIATION (Section Seven)

This Supplement to Declaration is made this 16th day of October, 2002, by The Drees Company, a Kentucky corporation, hereinafter referred to as "DECLARANT".

WITNESSETH:

WHEREAS, the Declarant executed a Declaration of Covenants, Conditions and Restrictions and Reservation of Easement on March 12, 1996 (hereinafter referred to as the "Declaration"), which Declaration has been recorded in Volume 1204, Page 1 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number One to said Declaration on October 17, 1996, which Supplement has been recorded in Volume 1290, Page 236 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number Two to said Declaration on November 22, 1996, which Supplement has been recorded in Volume 1298, Page 766 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number Three to said Declaration on October 17, 1997, which Supplement has been recorded in Volume 1434, Page 947 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number Four to said Declaration on July 8, 1998, which Supplement has been recorded in Volume 1570, Page 3 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number Five to said Declaration on August 31, 1999, which Supplement has been recorded in Volume 1820, Page 791 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number Six to said Declaration on July 27, 2000, which Supplement has been recorded in Volume 1982, Page 835 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number Seven to said Declaration on October 19, 2000, which Supplement has been recorded in Volume 2027, Page 593 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number Eight to said Declaration on August 22, 2001, which Supplement has been recorded in Book 2282, Page 445 of the records of Warren County, Ohio; and

WHEREAS, the Declarant is the owner of the real property described in the attached Exhibit "A" and

WHEREAS, the Declarant desires to annex to the Declaration the real property described in the attached Exhibit "A", which constitutes a portion of the real property described in Exhibit "B" to the Declaration, in accordance with the provisions of Section 2.3 of the Declaration;

NOW, THEREFORE, Declarant hereby declares that the real property described in that attached Exhibit "A" is hereby annexed to and made subject to the provisions of the Declaration.

The above described real property shall be held, sold and conveyed subject to the covenants, conditions and restrictions and reservation of easements contained in the Declaration, which shall run with said real property and shall be binding on all parties having any right, title or interest in such real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, The Drees Company, a Kentucky corporation, has hereunto set its signature on the day and year above written.

Signed and acknowledged in the presence of:

THE DREES COMPANY

Teresa Fisher
Name: Teresa Fisher

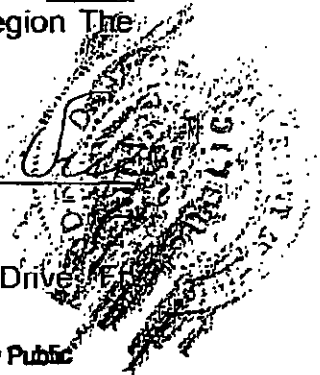
Terry P. Sievers
Terry P. Sievers, President/Midwest Region

Michael Schoettelkotte
Name: Michael Schoettelkotte

STATE OF KENTUCKY :
:SS:
COUNTY OF KENTON :

The foregoing instrument was acknowledged before me this 16th day of OCTOBER, 2002, by Terry P. Sievers, President/Midwest Region The Drees Company, a Kentucky corporation, on behalf of the corporation.

Sandra D. Vice
Notary Public



This instrument prepared by The Drees Company, 211 Grandview Drive, P.O. Box 100, Mitchell, KY 41017, phone (859) 578-4200.

Sandra D. Vice, Notary Public
State at Large
Kentucky
My Commission Expires Aug. 14, 2003

EXHIBIT "A"

Situated in Section 32, Town 4, Range 3, City of Mason, Warren County, Ohio, being all of Lot Numbers 212-236 of The Oaks of Crooked Tree Subdivision, Section 7 as recorded in Plat Book 59, Pages 13 and 14 of the Warren County, Ohio records.

| <u>LOT#</u> | <u>PIDN</u> |
|-------------|---------------|
| 212 | 12-32-410-040 |
| 213 | 12-32-410-041 |
| 214 | 12-32-410-042 |
| 215 | 12-32-410-043 |
| 216 | 12-32-410-044 |
| 217 | 12-32-410-045 |
| 218 | 12-32-410-046 |
| 219 | 12-32-410-047 |
| 220 | 12-32-410-048 |
| 221 | 12-32-405-012 |
| 222 | 12-32-405-013 |
| 223 | 12-32-408-011 |
| 224 | 12-32-408-012 |
| 225 | 12-32-408-013 |
| 226 | 12-32-408-014 |
| 227 | 12-32-408-015 |
| 228 | 12-32-408-016 |
| 229 | 12-32-408-017 |
| 230 | 12-32-408-018 |
| 231 | 12-32-408-019 |
| 232 | 12-32-408-020 |
| 233 | 12-32-430-022 |
| 234 | 12-32-430-023 |
| 235 | 12-32-447-015 |
| 236 | 12-32-447-016 |



TRANSFER NOT NECESSARY
NICK NELSON, AUDITOR
WARREN COUNTY, OHIO

RT Suppl 9

Copy sent to Drees 10/30

SUPPLEMENT NUMBER TEN TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR CROOKED TREE COMMUNITY ASSOCIATION (Section Six, Block C)

This Supplement to Declaration is made this 25th day of June, 2003, by The Drees Company, a Kentucky corporation, hereinafter referred to as "DECLARANT".

WITNESSETH:

WHEREAS, the Declarant executed a Declaration of Covenants, Conditions and Restrictions and Reservation of Easement on March 12, 1996 (hereinafter referred to as the "Declaration"), which Declaration has been recorded in Volume 1204, Page 1 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number One to said Declaration on October 17, 1996, which Supplement has been recorded in Volume 1290, Page 236 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number Two to said Declaration on November 22, 1996, which Supplement has been recorded in Volume 1298, Page 766 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number Three to said Declaration on October 17, 1997, which Supplement has been recorded in Volume 1434, Page 947 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number Four to said Declaration on July 8, 1998, which Supplement has been recorded in Volume 1570, Page 3 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number Five to said Declaration on August 31, 1999, which Supplement has been recorded in Volume 1820, Page 791 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number Six to said Declaration on July 27, 2000, which Supplement has been recorded in Volume 1982, Page 835 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number Seven to said Declaration on October 19, 2000, which Supplement has been recorded in Volume 2027, Page 593 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number Eight to said Declaration on August 22, 2001, which Supplement has been recorded in Book 2282, Page 444 of the records of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number Nine to said Declaration on October 16, 2002, which Supplement has been recorded in Book 2736, Page 141 of the records of Warren County, Ohio; and

WHEREAS, the Declarant is the owner of the real property described in the attached Exhibit "A" and

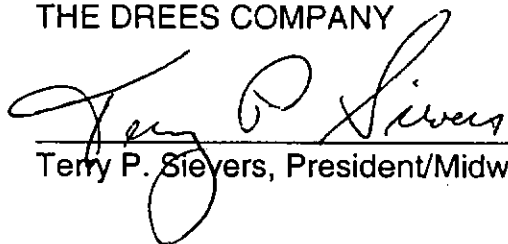
WHEREAS, the Declarant desires to annex to the Declaration the real property described in the attached Exhibit "A", which constitutes a portion of the real property described in Exhibit "B" to the Declaration, in accordance with the provisions of Section 2.3 of the Declaration;

NOW, THEREFORE, Declarant hereby declares that the real property described in that attached Exhibit "A" is hereby annexed to and made subject to the provisions of the Declaration.

The above described real property shall be held, sold and conveyed subject to the covenants, conditions and restrictions and reservation of easements contained in the Declaration, which shall run with said real property and shall be binding on all parties having any right, title or interest in such real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, The Drees Company, a Kentucky corporation, has hereunto set its signature on the day and year above written.

THE DREES COMPANY



Terry P. Sievers, President/Midwest Region

STATE OF KENTUCKY :
:SS:
COUNTY OF KENTON :

The foregoing instrument was acknowledged before me this 25~~th~~ day of JUNE, 2003, by Terry P. Sievers, President/Midwest Region The Drees Company, a Kentucky corporation, on behalf of the corporation.


Notary Public

Zanda Lynn Hood, Notary Public
State at Large, Kentucky
My Commission Expires 8/24/2003

This instrument prepared by Stephen R. Hunt, Esq., Aronoff, Rosen & Hunt, 2200 U.S. Bank Tower, 425 Walnut Street, Cincinnati, Ohio 45202.

EXHIBIT "A"

Situated in Section 32, Town 4, Range 3, Deerfield Township, City of Mason, Warren County, Ohio, being all of Lot Numbers 237-257 of The Oaks of Crooked Tree Subdivision, Section 6, Block C as recorded in Plat Book 62, Pages 74 & 75 of the Warren County, Ohio records.

| <u>LOT#</u> | <u>SIDWELL#</u> |
|-------------|-----------------|
| 237 | 12-32-449-028 |
| 238 | 12-32-449-029 |
| 239 | 12-32-449-030 |
| 240 | 12-32-449-031 |
| 241 | 12-32-449-032 |
| 242 | 12-32-449-033 |
| 243 | 12-32-449-034 |
| 244 | 12-32-449-035 |
| 245 | 12-32-452-004 |
| 246 | 12-32-452-005 |
| 247 | 12-32-452-006 |
| 248 | 12-32-452-007 |
| 249 | 12-32-452-008 |
| 250 | 12-32-452-009 |
| 251 | 12-32-452-010 |
| 252 | 12-32-452-011 |
| 253 | 12-32-452-012 |
| 254 | 12-32-453-003 |
| 255 | 12-32-453-004 |
| 256 | 12-32-453-005 |
| 257 | 12-32-453-006 |

CRT\6A Exh A

===== COPY =====
BETH DECKARD - WARREN COUNTY RECORDER
Doc #: 439543 Type: SUPPLM DECLR
Filed: 10/29/2003 11:30:31 \$ 44.00
OR Volume: 3333 Page: 84 Return: M
Rec#: 30205 Pages: 4
ARONOFF ROSEN & HUNT

SUPPLEMENT NUMBER SEVEN TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR CROOKED TREE COMMUNITY ASSOCIATION

This Supplement to Declaration is made this ____ day of October, 2000, by The Drees Company, a Kentucky corporation, hereinafter referred to as "DECLARANT".

WITNESSETH:

WHEREAS, the Declarant executed a Declaration of Covenants, Conditions and Restrictions and Reservation of Easement on March 12, 1996 (hereinafter referred to as the "Declaration"), which Declaration has been recorded in Volume 1204, Page 1 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number One to said Declaration on October 17, 1997, which Supplement has been recorded in Volume 1290, Page 236 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number Two to said Declaration on November 22, 1996, which Supplement has been recorded in Volume 1298, Page 766 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number Three to said Declaration on October 17, 1997, which Supplement has been recorded in Volume 1434, Page 947 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number Four to said Declaration on July 8, 1998, which Supplement has been recorded in Volume 1570, Page 3 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number Five to said Declaration on August 31, 1999, which Supplement has been recorded in Volume 1820, Page 791 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant executed Supplement Number Six to said Declaration on June 6, 2000, which Supplement has been recorded in Volume 1982, Page 835 of the records of the Recorder of Warren County, Ohio; and

WHEREAS, the Declarant is the owner of the real property described in the attached Exhibit "A"; and

WHEREAS, in accordance with the provisions of Section 2.3 of the Declaration, the Declarant desires to amend the Declaration in order to subject the real property described in the attached Exhibit "A" to additional covenants and restrictions as set forth in this Supplement to Declaration;

NOW, THEREFORE, Declarant hereby declares that:

1. The Declaration is hereby amended by adding a new Section 1.22 and by revising Sections 8.1.9 and 9.1.12 to read as follows:

October 6, 2000:C:\letters\SRHCROOKED\SUPPLE.7.wpd

"1.22 **Open-Space / Drainage Easement**" shall mean and refer to an easement as shown on the record plat or plats for the Property created for the benefit of the Owners and the Association, for the purpose of maintaining open-space areas and drainage areas for the community. Such easement shall constitute part of the Common Areas."

"8.1.9 **Fences**: No fence or wall of any kind, specifically including the use of a hedge or other growing plants as a fence, and for any purpose, excepting a retaining wall, shall be erected, placed or suffered to remain upon (i) any open-space/landscape easement, (ii) any natural buffer easement, (iii) any Preservation Easement, or, (iv) upon any other Lot nearer to any street than the rear building line of the residence located on the Lot. Unless otherwise approved by the Board, fences shall be limited to a three-rail, split rail fencing with or without black or nonreflective wire mesh, or a hedge or other growing plants used as a fence, and shall not exceed four feet (4') in height.

On a corner Lot, in addition to the restrictions set forth above, no fence or portion thereof shall be erected or placed or suffered to remain upon said corner Lot, closer to the side street than the building set back line for such residence. Fence as used herein shall be liberally construed as to accomplish the purpose of these restrictions, and shall specifically include, but not be limited to, contrived barriers of any type including those of shrubs, hedges or walls. Side street as used herein, shall refer to any street contiguous to any Lot but not referred to in the mailing address of said Lot.

On a Lot adjoining a lake, in addition to the restrictions set forth above, no fence or portion thereof shall be erected or placed or suffered to remain upon said Lot within twenty-five (25) feet from the water's edge of the lake at pool level. Additionally, any fences on such Lot shall be limited to 3 rail board type fence (not painted, natural stain only), with or without wire mesh. This Section shall not apply to decorative fences or retaining walls installed by the Declarant in connection with the development of the Property."

"9.1.12 **Lakes**. All lakes within the Property shall be aesthetic amenities only and no other use thereof, including without limitation, swimming, boating, playing or use of personal floatation devices shall be permitted without written authorization of the Board. Notwithstanding the above, activities such as fishing and operation of remote control boats shall be permitted on the lake provided such activities are conducted from the shore area of a Lot. No structure of any kind, including a fence, shall be permitted to be placed within twenty-five (25) feet from the water's edge of the lake at pool level. Neither the Declarant nor the Association shall be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of the lakes, ponds or streams within the Properties."

The revised Sections 8.1.9 and 9.1.12 as set forth above shall only be applicable to the real property described in the attached Exhibit "A". The original Section 8.1.9 and 9.1.12 as set forth in the original Declaration shall be applicable to all other real property (other than the real property described in Exhibit "A") previously subjected to the Declaration.

2. This Supplement is made pursuant to the authority granted by Section 2.3 of the Declaration providing for the amendment of the Declaration in order to create additional restrictions encumbering the real property described in Exhibit "A". Except as set forth above, no changes or revisions are affected in the Declaration referred to above, and said Declaration as now amended, is hereby reaffirmed by the incorporation herein by reference of each and every page thereof.

IN WITNESS WHEREOF, The Drees Company, a Kentucky corporation, has hereunto set its signature on the day and year first above written.

Signed and acknowledged in the presence of:

THE DREES COMPANY

Name: _____

By: _____
David G. Drees,
President

Name: _____

STATE OF KENTUCKY

:

SS:

COUNTY OF KENTON

:

The foregoing instrument was acknowledged before me this ____ day of October, 2000, by David G. Drees, the President of The Drees Company, a Kentucky corporation, on behalf of the corporation.

NOTARY PUBLIC

My Commission Expires: _____

This instrument prepared by Stephen R. Hunt, Esq., Aronoff, Rosen and Hunt, 2400 Firststar Tower, 425 Walnut, Cincinnati, Ohio 45202 (513) 241-0400.

EXHIBIT "A"

Situated in Section 32, Town 4, Range 3, Deerfield Township, City of Mason, Warren County, Ohio, being all of Lot Numbers 148-184 of The Oaks of Crooked Tree Subdivision, Section 6, Block A as recorded in Plat Book 50, Page 3-5 of the Warren County, Ohio records.

- LOT 148 - 12-32-449-004
- LOT 149 - 12-32-449-005
- LOT 150 - 12-32-449-006
- LOT 151 - 12-32-449-007
- LOT 152 - 12-32-449-008
- LOT 153 - 12-32-449-009
- LOT 154 - 12-32-449-011
- LOT 155 - 12-32-449-012
- LOT 156 - 12-32-449-013
- LOT 157 - 12-32-449-014
- LOT 158 - 12-32-449-015
- LOT 159 - 12-32-449-016
- LOT 160 - 12-32-449-017
- LOT 181 - 12-32-449-018
- LOT 182 - 12-32-449-019
- LOT 183 - 12-32-449-020
- LOT 184 - 12-31-227-001
- LOT 165 - 12-31-230-001
- LOT 166 - 12-31-217-001
- LOT 167 - 12-31-217-002
- LOT 168 - 12-31-217-003
- LOT 169 - 12-32-410-039
- LOT 170 - 12-32-410-038
- LOT 171 - 12-32-410-037
- LOT 172 - 12-32-410-036
- LOT 173 - 12-32-410-035
- LOT 174 - 12-32-410-034
- LOT 175 - 12-32-410-033
- LOT 176 - 12-32-410-032
- LOT 178 - 12-32-447-008
- LOT 177 - 12-32-447-009
- LOT 178 - 12-32-447-010
- LOT 179 - 12-32-447-011
- LOT 180 - 12-32-447-012
- LOT 181 - 12-32-447-013
- LOT 182 - 12-32-449-014
- LOT 183 - 12-32-449-010
- LOT 184 - 12-31-230-002

DESCRIBED



CRT 6a Exh A