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LINDA ODA

WARREN COUNTY RECORDER

2016-007133

DECLARATION

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TRANSFER NOT NECESSARY
MATT NOLAN, AUDITOR
WARREN COUNTY, OHIO

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MATT NOLAN
AUDITOR, WARREN CO. OHIO

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

Witness

Buyer

**ELEVENTH AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
COUNTRY BROOK SUBDIVISION**

Declarant has filed a Declaration of Covenants, Conditions and Restrictions for Country Brook Subdivision recorded August 22, 2002 in Official Record Book 2640 Page 819 of the Warren County, Ohio Records: amended by Amendment of Declaration recorded May 29, 2003 at Official Record Book 3064 Page 200 of the Records of Warren County, Ohio, and Official Record Book 3739, Page 65 of the Warren County, Ohio Records,

amended by Second Amendment of Declaration of Covenants, Conditions and Restrictions for Country Brook Subdivision recorded June 7 2005 in Official Record Book 3888 Page 340; and amended by Third Amendment of Declaration of Covenants, Conditions and Restrictions for Country Brook Subdivision recorded June 7, 2005 in Official Record Book 3888 Page 521, amended by Fourth Amendment of Declaration of Covenants, Conditions and Restrictions for Country Brook Subdivision recorded June 29, 2005 in Official Record Book 3909 Page 200 of the Records of Warren County, Ohio, amended by Fifth Amendment of Declaration of Covenants, Conditions and Restrictions for Country Brook Subdivision recorded August 9, 2005 in Official Record Book 3550 Page 79 and Official Record Book 3950, Page 86 of the Records of Warren County, Ohio; amended by Sixth Amendment of Declaration of Covenants, Conditions and Restrictions for Country Brook Subdivision recorded August 24, 2007 in Official Record Book 4526 Page 540 of the Records of Warren County, Ohio, amended by Seventh Amendment of Declaration of Covenants, Conditions and Restrictions for Country Brook Subdivision recorded August 13, 2013 in Official Record Volume 5890, Page 567 and 570 of the Records of Warren County, Ohio; and amended by Eighth Amendment of Declaration of Covenants, Conditions and Restrictions for Country Brook Subdivision recorded June 10, 2014 in Official Record Instrument 2014-014415, 2014-014416 and 2014-014666 of the Records of Warren County, Ohio; and amended by Ninth Amendment of Declaration of Covenants, Conditions and Restrictions for Country Brook Subdivision recorded September 29, 2014 in Official Record Instrument 2014-025865, 2014-014416 and 2014-014666 of the Records of Warren County, Ohio; and amended by Tenth Amendment of Declaration of Covenants, Conditions and Restrictions for Country Brook Subdivision recorded February 26, 2015 in Official Record Instrument 2015-005101 of the Records of Warren County, Ohio. (collectively, the "Restrictions").

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

DECLARATION

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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

RECITALS:

A. Declarant is the owner of the Property and it is the desire and intent of the Declarant to develop the Property into a single-family residential community consisting of Lots on which Dwelling Units are to be constructed.

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

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

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

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

D. The Property is part of Country Brook Subdivision and Country Brook North Subdivision.

E. Declarant has filed a Declaration of Covenants, Conditions and Restrictions for Country Brook Subdivision recorded August 22, 2002 in Official Record Book 2640 Page 819 of the Warren County, Ohio Records; amended by Amendment of Declaration recorded May 29, 2003 at Official Record Book 3064 Page 200 of the Records of Warren County, Ohio, and Official Record Book 3739, Page 65 of the Warren County, Ohio Records, amended by Second Amendment of Declaration of Covenants, Conditions and Restrictions for Country Brook Subdivision recorded June 7, 2005 in Official Record Book 3888 Page 340; and amended by Third Amendment of Declaration of Covenants, Conditions and Restrictions for Country Brook Subdivision recorded June 7, 2005 in Official Record Book 3888 Page 521, amended by Fourth Amendment of Declaration of Covenants, Conditions and Restrictions for Country Brook Subdivision recorded June 29, 2005 in Official Record Book 3909 Page 200 of the Records of Warren County, Ohio, amended by Fifth Amendment of Declaration of Covenants, Conditions and Restrictions for Country Brook Subdivision recorded August 9, 2005 in Official Record Book 3550 Page 79 and Official Record Book 3950, Page 86 of the Records of Warren County, Ohio; amended by Sixth Amendment of Declaration of Covenants, Conditions and Restrictions for Country Brook Subdivision recorded August 24, 2007 in Official Record Book 4526 Page 540 of the Records of Warren County, Ohio, amended by Seventh Amendment of Declaration of Covenants, Conditions and Restrictions for Country Brook Subdivision recorded August 13, 2013 in Official Record Volume 5890, Page 567 and 570 of the Records of Warren County, Ohio; and amended by Eighth Amendment of Declaration of Covenants, Conditions and Restrictions for Country Brook Subdivision recorded June 10, 2014 in Official Record Instrument 2014-014415, 2014-014416 and 2014-014666 of the Records of Warren County, Ohio; and amended by Ninth Amendment of Declaration of Covenants, Conditions and Restrictions for Country Brook Subdivision recorded September 29, 2014 in Official Record Instrument 2014-025865, 2014-014416 and 2014-014666 of the Records of Warren County, Ohio; and amended by Tenth Amendment of Declaration of Covenants, Conditions and Restrictions for Country Brook Subdivision recorded February 26, 2015 in Official Record Instrument 2015-005101 of the Records of Warren County, Ohio. (collectively, the "Restrictions").

DECLARATIONS:

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

interest in the Property or any part thereof and additions thereto, and shall inure to the benefit of each Owner.

ARTICLE I DEFINITIONS

- 1.01 General.** The following terms used herein are defined as hereinafter set forth. The singular, wherever used, shall be construed to mean the plural when applicable.
- 1.02 Additional Property** shall mean property adjoining the Property, which the Declarant owns and/or acquires, and which, together with improvements thereon, may be added to the Property, and which Declarant intends to subject to these covenants and restrictions, together with any other real property adjacent to these premises which the owner and Declarant wish to include under these covenants, conditions and restrictions
- 1.03 Amendment and/or Amendments** shall mean an instrument executed with the same formalities of the Declaration and Recorded for the purpose of amending the Declaration, the By-Laws or any other Exhibits.
- 1.04 Annual Assessments** shall mean those assessments levied and assessed against all Owners for the purpose of paying the Common Expenses.
- 1.05 Articles and Articles of Incorporation** shall mean the articles filed with the Secretary of State of Ohio incorporating the Association as an Ohio not-for-profit corporation under the provisions of Chapter 1702 of the Ohio Revised Code as the same may be lawfully amended from time to time.
- 1.06 Association** shall mean Country Brook Homeowners' Association, Inc, an Ohio not-for-profit corporation, its successors and assigns.
- 1.07 By-Laws** shall mean the By-Laws of the Association, which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702 of the Ohio Revised Code.
- 1.08 Common Expenses** shall mean those costs and expenses set forth in Section 5.02.
- 1.09 Construction Standards** shall mean the standards or criteria set forth in Exhibit "B" and any amendments thereto.
- 1.10 Declarant** shall mean Stone Ridge Development, Ltd., an Ohio limited liability company, or Robert D. Abernathy, its designated agent.

- 1.11 **Declaration** shall mean this instrument and, unless the context prohibits, any and all amendments hereto.
- 1.12 **Design Review Committee** shall mean the committee created and established pursuant to Article XI for the purposes stated therein.
- 1.13 **Design Standards** shall mean the standards or criteria set forth in Exhibit "A" and any amendments thereto.
- 1.14 **Development Period** shall mean a period of time ten (10) years from the date on which this Declaration is Recorded, or when the Declarant voluntarily relinquishes control of the Association, or when Declarant has sold all of the Lots to Owners, whichever first occurs.
- 1.15 **Dwelling Unit** shall mean a building and other improvements situated upon a Lot designed and intended for the use and occupancy by a person or persons as a single family private residence.
- 1.16 **Eligible First Mortgagee** shall mean any First Mortgagee who has provided the Association with written notice of its right to receive notices or other information from the Association.
- 1.17 **Exhibit** shall mean any document or instrument attached to the Declaration.
- 1.18 **First Mortgagee** shall mean the holder of any valid Recorded mortgage on the Property.
- 1.19 **Lot** shall mean those parcels of real property on which Dwelling Units are to be constructed.
- 1.20 **Majority of Owners** shall mean those Owners holding fifty-one percent (51 %) of the voting power of the Association.
- 1.21 **Managing Agent** shall mean a person or entity retained or employed by the Association to act as a manager or managing agent for the Association.
- 1.22 **Member** shall mean an Owner that is subjected hereto.
- 1.23 **Occupant** shall mean any Person who resides in a Dwelling Unit.
- 1.24 **Organizational Documents** shall mean this Declaration, the Articles, the By-Laws and the Plat Restrictions, including any amendments thereto.
- 1.25 **Owner** shall mean the Owner of any Lot on which Dwelling Units have been or are to be constructed thereon and for purposes thereof shall include any Builder.

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

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

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

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

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

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

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

ARTICLE II **DESCRIPTION OF PROPERTY**

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

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

2.02 **Subdivision.** No Lot shall be further subdivided except by Declarant prior to conveying title to an Owner.

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

ARTICLE III
ASSOCIATION

- 3.01 Organization.** The Association was formed as an Ohio not-for-profit corporation pursuant to the provisions of Chapter 1702 of the Ohio Revised Code, by the filing of its Articles with the Secretary of State of Ohio. On the date of its incorporation, the Association duly adopted a set of administrative operating rules called By-Laws. The By-Laws of Country Brook Homeowners' Association, Inc. are attached hereto.
- 3.02 Membership.** Each Owner, upon acquisition of title to a Lot, shall automatically become a Member of the Association. Membership is appurtenant to and shall not be separated from ownership of a Lot. Such membership shall terminate upon the sale or other disposition by such Member of his Lot ownership, at which time the new Owner automatically shall become a Member of the Association. When more than one (1) Person is an Owner of a Lot, all such Persons shall be Members.
- 3.03 Voting Rights.** Each Owner shall be entitled to the number of votes in the affairs of the Association that equals the number of Lots owned by that Owner. If such Lots are owned by more than one person, each such Person shall have a fraction of a vote equal to his, her or its undivided interest in that Lot
- 3.04 Administration of Property.** The administration of the Property shall be in accordance with the provisions of the Organizational Documents. Each Owner, tenant or occupant of a Lot shall comply with the provisions of the Organizational Documents and the decisions and resolutions of the Association or its representative.
- 3.05 Board of Trustees.** The Board of Trustees elected as provided by the By-Laws shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, the Organizational Documents, except as otherwise specifically provided; provided, however, that in the event any such power, duty or right shall be deemed exercisable or dischargeable by or vested in a member of the Board of Trustees he shall be deemed to act in such capacity to the extent required to authenticate his acts and to carry out the purposes of the Organizational Documents.
- 3.06 Declarant's Rights.** During the Development Period the powers, rights, duties and functions of the Association shall be exercised by a Board of Trustees selected by Declarant. Declarant reserves the right to relinquish such right to control at any time.
- 3.07 Delegation to Managing Agent.** The Association may delegate all or any portion its authority to discharge its responsibility to a Managing Agent, subject to the limitations that:
- (a) Any such delegation is by a written contract with a term of not longer than one (1) year in duration, unless said term is extended by a 75% vote of all the voting member of the Association.

- (b) That any such contract is terminable by either party without cause upon sixty (60) days written notice without any termination charges or other penalties.
- (c) That any such contract entered into by the Declarant prior to the time it releases or relinquishes control of the Association shall terminate when the Declarant releases or relinquishes such control unless such contract is renewed by a vote of the Unit Owners at the meeting called for purposes of turning over control of the Association.

3.08 First Meeting. The first meeting of the Association shall occur within thirty (30) days after the expiration of the Development Period.

3.09 Indemnification of Trustees, Officers, Employees, Agents and Volunteers. To the extent permitted by law, the Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed civil, criminal, administrative or investigative action, suit or proceeding, other than an action by or in the right of the Association, by reason of the fact that he or she is or was a trustee, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a Trustee, officer, employee, agent or volunteer of another corporation, domestic or foreign, non-profit or for profit, or a partnership, joint venture, , trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action, suit or proceeding, if he or she acted in good faith and in a manner he or she reasonably believed to be in the best interest of the Association, and, with respect to any criminal action or proceeding, if he or she had no reasonable cause to believe his or her conduct was unlawful.

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

reasonably entitled to indemnity for such expenses as the court of common pleas or such other court deems proper.

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

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

ARTICLE IV EASEMENT(S)

- 4.01 Easements for Repair, Maintenance and Restoration.** The Association shall have a right of access and an easement to, over and through each Lot during reasonable hours and upon giving reasonable notice for ingress and egress and all other purposes which enable the Association to perform its obligations, rights and duties with regard to maintenance, repair, restoration or servicing of any items, Lots, things or areas of or on the Property, including the removal, correction or abatement of any violation or breach of any attempted violation or breach of the covenants and restrictions herein.
- 4.02 Easement for Telephone, Utilities and Cable Television.** The Association may hereafter grant easements on behalf of Owners to entities for telephone and utility purposes for the benefit of the Property and also the installation and maintenance of cable television lines for the benefit of the Property and/or individual Lots.

- 4.03 Easement for Surface Water.** Any Lot area designated for the natural flow of surface water shall be at all times kept free from any obstruction to such natural flow of surface water. No Owner that has a natural spring on his Property shall dam, alter, pollute or in any way change its present configuration or flow. Further, no Owner shall dam up or block the flow of any ravine or any natural runoff without the approval of the Design Review Committee and the approval of Warren County Engineers. **Every Owner and his builder is responsible for checking the construction drawings with McDougall, Marsh & Chico, 8529 Byers Road, Miamisburg, Ohio 45342, to make sure a lot is graded correctly to maintain the flow of water, both on the individual's lot and all surrounding lots.**
- 4.04 Easement for Street Monuments.** Declarant reserves for the benefit of Declarant, all Owners, occupants of Lots and the Association easements for street monuments and any other monuments or markers installed for the use and benefit of Owners and occupants of Lots, which such easements shall be more particularly described and located in subsequent amendments to this Declaration. No improvement may be placed on any part of any Lot that will materially impede the free and normal use of those easements. . Declarant reserves the right and easement for itself, its successors and assigns, to enter upon the easement areas in order to install, maintain, repair, use and/or replace such monuments and markers. Declarant, its successors and assigns, shall carry liability insurance protecting against damage to such monuments and markers and the related easement area. The easements and rights granted and/or reserved in this Declaration are easements appurtenant, running with the land which comprises a part of the Property, perpetually in full force and effect.
- 4.05 Easement for Tree Watering and Maintenance.** Declarant reserves for the benefit of Declarant and the Association, an easement for the watering and maintenance of the 3-1/2" caliber trees which Declarant has planted on each open lot and the right to replace any tree which dies, pursuant to Section 13.2 of the Country Brook Design Standards.
- 4.06 Consent to Easements.** Each Owner hereby grants, and the transfer of title to an Owner shall be deemed to grant, the Declarant and/or the Association an irrevocable power of attorney to execute, acknowledge and record, for and in the name of such Owner and his mortgage or mortgagees, such instruments as may be necessary to effectuate any easements granted or reserved by the Declarant and/or the Association in this Article.
- 4.07 Maintenance of Easements.** Each Owner shall be responsible for the maintenance of the easement area on their Lot. Any improvements made on or under any easement shall be made at the risk of the Owner of the Lot on which such improvements are made, and in no case shall any improvements, alteration or construction upon such easement be made without the approval of the Engineer of Warren County, Ohio.

- 4.08 **Easements Shall Run With Land.** All easements and rights described are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Declarant and any Owner, purchaser, mortgagee, and any other person having an interest in the Property or any part or portion thereof. Failure to refer specifically to any or all of the easements described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said easement but same shall be deemed conveyed or encumbered along with the Lot.
- 4.09 **Access Easements.** No driveways, walkways or sidewalks shall be erected, placed or permitted to remain within twenty-five (25) feet of the rear lot line, except corner Lots, and no Lots in Country Brook Subdivision shall be used for access to adjoining grounds by vehicular traffic except for those that are indicated for future access on the Country Brook Preliminary Design Plan. Access by farm machinery and/or garden equipment shall be allowed for agricultural purposes only.

ARTICLE V **ASSESSMENTS**

- 5.01 **Creation of Lien and Personal Obligation of Assessments.** For each Lot owned within the Property, Declarant hereby covenants and each Owner by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay the Association: (a) Annual Assessments; and (b) Special Individual Lot Assessments, such assessments to be established and collected as hereinafter provided. Such assessments, together with interest, cost and reasonable attorneys' fees shall be the personal obligation of each Owner.
- 5.02 **Purpose of Annual Assessment.** The Annual Assessments shall be used exclusively to promote the recreation health, safety and welfare of the residents of the Property and the enforcement of these restrictions. The assessments shall include, without limitation, the following Common Expenses:
- (a) Maintenance and repair of those items which have been assigned to the Association hereunder.
 - (b) Insurance premiums for insurance obtained by the Association.
 - (c) Costs for the operation, management and administration of the Association, including without limitation, fees for property management, fees for legal and accounting services, fidelity bonds, cost of mailing and postage.

- (d) A general operating reserve to assure the availability of funds for the purposes hereunder.
- 5.03 Owner's Share of Annual Assessments.** Each Owner's share of the Annual Assessment shall be Five Hundred Dollars (\$500.00) per Lot per year.
- 5.04 Preparation of Estimated Budget.** On or before January 31st of the following year, the Association shall prepare an estimate of the total amounts necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services; together with a reserve for contingencies and replacements. On or before February 28th, each Owner shall be notified in writing as to the amount of such estimate, with reasonable itemization thereof. On or before the date of the annual meeting in each calendar year, the Association shall supply to all Owners an itemized accounting of the maintenance expenses actually incurred for the preceding calendar year, together with a tabulation of the amounts collected pursuant to the estimate provided; and showing the net amount over or short of the actual expenditures plus reserves.
- 5.05 Fiscal Year Option.** In lieu of the calendar year format, the Board of Trustees may elect to adopt a fiscal year. In such event, the requirement for the preparation of the estimated budget shall be the first day of the month immediately preceding the beginning of such fiscal year and notices of such estimate shall be forwarded on or before the 15th day of such month. In such event, assessments shall commence on the first day of the fiscal year and payments shall be adjusted accordingly.
- 5.06 Reserve for Contingencies and Replacements.** The Association shall build up and maintain a reasonable reserve for contingencies and replacement. Extraordinary expenditures not originally included in the annual estimate that may be necessary for the year shall be charged first against such reserve. If said estimated cash requirement proves inadequate for any reason, including non-payment of any Owner's assessment, the same shall be assessed to the Owners according to each Owner's share of the assessments. The Association shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefore and such further assessment shall become effective within ten (10) days after the delivery or mailing of such notice of further assessment, All Owners shall be obligated to pay the adjusted amount.
- 5.07 Budget For First Year.** When the first Board of Trustees hereunder takes office, the Association shall determine the estimated cash requirement, as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31 of the calendar year in which such election occurs.
- 5.08 Failure to Prepare Annual Budget.** The failure or delay of the Association to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves as herein provided, whether the same shall be

determined. In the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the maintenance charge at the existing rate established for the previous period until the maintenance payment winch occurs more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

- 5.09 Books and Records of the Association.** The Association shall keep correct and complete books and records of account, specifying the receipts and expenditures relating to common receipts and expenses, together with records showing the allocation, distribution and collection of the common profits, losses, and expenses among and from the Owners, and minutes of the proceedings of the Owners and Board of Trustees. Such books and records shall be open for inspection by any Owner and any representative of an Owner duly authorized in writing, at reasonable times and upon request by an Owner. If, by terms of a first mortgage, an Owner has authorized such mortgagee to inspect such books and records, the presentation to the secretary of the Association by a representative of such mortgagee a copy of the mortgage containing such authorization shall constitute written authorization of such inspection.

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

- 5.10 Commencement of Assessments.** Annual Assessments shall begin with respect to each Lot on the date on which the deed transferring title to such Lot from Declarant to an Owner is Recorded. If Declarant sells a lot to a builder, assessments shall only commence upon the issuance of an occupancy certificate or transfer of title to an Owner. On such date the amount payable shall be a pro-rated amount determined as of such date until the next payment date.
- 5.11 Payment of Assessments.** Assessments shall be payable on an annual basis, or as determined by the Board of Trustees, but shall be paid in fall on or before January 30 of each year, whether invoiced or not.
- 5.12 Declarant's Obligation to Pay Assessments.** Notwithstanding any provisions hereof, Declarant shall have no obligation to pay annual Assessments for the Lots owned by it; except that Declarant will pay to the Association an amount equal to the difference between the actual operating expenses of the Association and the aggregate of the yearly assessments paid by the Owners, other than Declarant. Declarant's obligation to pay said deficiency shall cease when Declarant relinquishes control of the Board of Trustees, at which time Declarant shall have no obligation to pay any annual Assessments or other fees to the Association for the Lots owned by it.

- 5.13 **Special Individual Lot Assessment.** Notwithstanding anything to the contrary herein, if the Association shall incur any cost or expense for or on account of any item of maintenance, repair or other matter directly or indirectly occasioned or made necessary by any wrongful or negligent act or omission of any Owner, such cost or expense shall be borne by such Owner and not by the Association, and if paid by the Association shall be paid or reimbursed to the Association by such Owner as a Special Individual Lot Assessment.
- 5.14 **Abandonment.** No Owner may exempt himself from liability for his contribution toward the Common Expenses by the abandonment of his Lot.

ARTICLE VI
REMEDIES FOR NON-PAYMENT OF ASSESSMENT

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

the Court of Common Pleas for Warren County, Ohio, for the discharge of such lien.

6.05 Non-Liability of First Mortgagee for Past Due Assessments. When a First Mortgagee acquires title to a Lot as a result of foreclosure of a lien, such First Mortgagee shall not be liable for the share of assessment by the Association chargeable to such Lot that become due prior to the acquisition of title to such Lot. Such unpaid share of assessments shall be deemed to be assessments collectible from all of the Lots, including that of such First Mortgagee.

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

ARTICLE VII REMEDIES FOR BREACH OF COVENANAS AND RESTRICTIONS

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

ARTICLE VIII MAINTENANCE

8.01 Association. The Association shall make all necessary replacements to all street signs, stop signs and speed limit signs, brick pavers and non-standard guardrails in conformity with any applicable requirements by Clearcreek Township/Warren County which are non-conforming to township and county specifications. Additionally, the Association shall be responsible for replacement of any damaged common areas such as pavers which are also non-conforming with township and county specifications. The purpose of this covenant shall be to avoid any costs to Clearcreek Township taxpayers outside of the Country Brook North Subdivision for maintaining the brick pavers, non-standard signs, non-standard signposts and non-standard guardrail

installed in the public road right-of-ways within the subdivision. The Country Brook North Homeowners Association shall:

- (a) Maintain the brick pavers, the paver base materials, paver under-drains and the concrete edging surrounding the pavers as shown on the approved construction subdivision drawings maintained by the Warren County Engineer, and;
- (b) Be responsible for raising the pavers or grinding the asphalt approaches to the pavers when the Township determines the surrounding asphalt pavement must be resurfaced. Failure by said homeowners association to properly prepare for routine resurfacing shall result in an asphalt surface being placed over the pavers at the discretion of the Township, and;
- (c) Maintain a license approved by the Warren County Commissioners to perform maintenance in the public road right-of-ways within the subdivision, and;
- (d) Repair any damage caused by routine snow and ice control activities by the Township including damage by snowplows and road salt, and;
- (e) Remove any temporary asphalt patching placed among the pavers by the Township and make permanent repairs, and;
- (f) Replace any sign, signpost and guardrail repaired by Clearcreek Township with standard materials, using the special-materials selected for use by the Country Brook North Homeowners Association, and;
- (g) Employ any personnel and ODOT approved signage necessary to maintain traffic on public road right-of-way while performing repairs.
- (h) The Association shall furnish maintenance, including grass cutting, etc. in the area of the bridge crossing, which will have lights, irrigation, fencing, etc. and which area is part of the public right of way.
- (i) The Association shall furnish all maintenance, repair and replacement for any bridge culverts and any private roads located on the Property. The Association and Owners, by acceptance of a deed to a Lot subject to this Declaration, acknowledge and agree that neither the Warren County Engineers Office nor any other county office has any responsibility for the maintenance, repair and replacement for any bridge culvert located on any private road and the Association shall hold the Warren County Engineers Office and other county offices harmless for any claims in connection with any costs associated with the maintenance, repair and replacement for any bridge culvert located on any private road.
- (j) The Association shall furnish all maintenance, repair and replacement for the

culvert shown on Exhibit "D" attached hereto together with snow removal on the cross hatched portion of the private street Ingress-Egress Easements.

- 8.02 Common Area Grass Cutting.** The Association shall be responsible for the expense of grass cutting of all vacant areas of ground anywhere in the development.
- 8.03 Owner.** The Owner of each Lot shall make all necessary repairs and replacements to his Dwelling Unit and shall maintain his Lot and all improvements thereon. All Owners shall be responsible for the cutting of their own grass all the way to the edge of the blacktopped road. Any Lots that are not cut and kept in a neat appearance on a regular basis shall be cut by a commercial operation retained by the Association, and the resulting bill shall become the responsibility of the Owner. If, after being notified of the bill, the Owner does not pay within thirty (30) days, the Association shall have the right to file a lien on the Lot. The Owner shall be responsible for the Association's legal costs related to the filing and releasing the lien.
- 8.04 Annual Assessments.** The Owner of each Lot shall be responsible for the payment of Annual Assessments for Community Expenses as set forth in the Master Declaration.

ARTICLE IX LIABILITY AND OTHER INSURANCE

- 9.01 Liability Insurance.** The Association, as a Common Expense, shall insure itself, the Board of Trustees, all Owners and Members of their respective families and other persons residing with them in the Property, their tenants and all persons lawfully in the possession or control of any Dwelling Unit, against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from destruction of property occurring upon, in or about, or arising from the Common Area, for such insurance to afford protection to a limit of not less than One Million Dollars (\$ 1,000,000.00) in respect to bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to any one occurrence, and to the limit of not less than One Hundred Thousand Dollars (\$100,000.00) in respect to damage to or destruction of property arising out of any one accident. Such policy shall not insure against liability for personal injury or property damage arising out of or relating to the individual Lots or Dwelling Units located thereon.
- 9.02 Other Insurance.** As a Common Expense, the Association shall obtain such insurance as the Board of Trustees considers necessary, including without limitation, fidelity bonds for anyone who either handles, or is responsible for funds held or administered by the Association. The amount of such fidelity bond shall be equal to, at a minimum,

the maximum funds that will be in the custody of the Association at any time such bond is in effect. In addition, such fidelity bond coverage must equal one-quarter (1/4) of the Annual Assessments, together with the reserve funds, if any.

- 9.03 Notice of Cancellation or Substantial Changes.** Any insurance coverage obtained by the Association shall contain a provision requiring the insurer to notify the Association and any mortgagee named in the mortgage clause, if applicable, in writing of the cancellation or a substantial change in coverage at least ten (10) days prior to such cancellation or substantial change.
- 9.04 Annual Review.** The amounts and coverage of each insurance policy obtained by the Association shall be reviewed annually.

ARTICLE X **AMENDMENT**

- 10.01 General.** Except as otherwise provided in Paragraph 10.02 herein, this Declaration and the By-Laws may be amended only with the approval of Owners exercising not less than seventy-five percent (75%) of the voting power of the Association. Any such Amendment shall be in writing and effective on the date when it is Recorded. Such Amendment must be executed with the same formalities as this Declaration and must refer to the recording information of the Declaration.
- 10.02 Declarant's Rights.** Notwithstanding the foregoing, Declarant hereby reserves the right and power, and each member by acceptance of a deed to a Lot is deemed to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with title to a Lot and is irrevocable during the Development Period, to amend this Declaration and any Plat and to execute any and all documents deemed necessary or desirable by Declarant to conform to its present or future development plans, to correct scrivener, typographical and drafting errors, to conform to the requirements of any lending institution, and to make any future requirements and covenants as to Country Brook Subdivision, which in its sole discretion of Declarant and/or its Designated Agent, Robert D. Abernathy, believe to be in the best interest of the development so long as such amendment does not unduly restrict Owners' development or marketable rights.
- 10.03 Right of First Refusal.** Any Amendment attempting to or giving the Association or any Owners a right of first refusal on the sale, transfer or other disposition of a Lot shall contain a provision exempting such right of first refusal as to any Lot, the title of which is obtained by a First Mortgagee pursuant to remedies provided in the mortgage, or foreclosure of the mortgage, or a deed to such mortgage in lieu of foreclosure. Notwithstanding any provision hereof, this provision and the requirement herein cannot be amended without unanimous consent of all Owners and First Mortgagees.

- 10.04 **Amendment Affecting Declarant's Rights.** Any Amendment affecting or attempting to affect the Declarant's rights in the Declaration must be consented to by the Declarant in writing. These rights include, without limitation, the right to control the Association, the right to add Additional Property.
- 10.05 **Mortgage or Mortgagee.** Any Amendment that adversely affects the value, priority or security of any mortgagee of record shall require the written consent of such mortgagee of record, any Amendment affecting the underwriting requirement of any mortgagee shall require the written consent of such mortgagee and also F.H.L.M.C. or F.N.M.A., if required by such mortgagee. Any Amendment of language specifically referring to mortgagees shall require the written consent of all mortgagees of record.

ARTICLE XI

ARCHITECTURAL AND BUILDING CONTROL AND RESTRICTIONS

- 11.01 **General.** No building, swimming pool, tennis court, fence, wall, patio, deck or other structure or improvement shall be commenced, erected or maintained on the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, color, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Trustees, or by an architectural committee known as the Design Review Committee, composed of three (3) or more representatives appointed by the Board of Trustees. In the event said Board of Trustees or its designated committee fail to approve or disapprove such design and location within fourteen (14) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The existing buildings, including but not limited to the 16,000 square foot barn, located on Lot 86 are specifically excluded from the requirements of Country Brook construction standards and architectural requirements; provided, however, if the Owner of Lot 86 makes any changes to the existing buildings or constructs any new structures, those changes or new structures must be approved by the Design Review Committee.
- 11.02 **Design Review Committee.** During the Development Period, the rights, powers and functions of the Board of Trustees or its delegated committee as set forth in Section 11.01 shall be exercised by Declarant or its representative. Declarant reserves the right to relinquish such right to the Board of Trustees at any time during the Development Period, in its sole discretion.

The Design Review Committee shall consist of Robert D. Abernathy, as Declarant's designated member and agent; Roger Gullickson, Architect, Atelier Design, 1045 Centerville Station Road, Centerville, OH 45459, Declarant's Designate Member of the Design Review Committee; and a landscape Architect or consultant experienced in residential landscaping whom shall be initially selected by Robert D. Abernathy, Declarant's Designate Member of the Design Review Committee, and/or their successors and assigns. The architect and landscape consultant shall serve on the Design Review Committee until either removed by Robert D. Abernathy or until the Association has been established. At that time the Association shall select the architect and landscape consultant. However, in order to maintain the integrity, design, look and feel of the Property for the benefit of the Owners, after the Development Period, Declarant shall have the ongoing right and authority, through its designated agent, Robert D. Abernathy, to approve plans for new dwellings on the Lots owned by Declarant.

- 11.03 Approved Builders.** Declarant, at its sole discretion, has the right to approve or disapprove any proposed builder for the construction of a single-family residence and/or accessory buildings. Builders must have prior experience, a reputation for quality workmanship and willingness to perform work according to deed restrictions of the proposed construction in order to be approved. Declarant's approval should be obtained prior to submission of Owner's plans to the Design Review Committee, provided however, that if the Declarant fails to approve or disapprove such builder within ten (10) days after the builder has been submitted in writing for approval, such approval shall not be required. Declarant's approval of any given builder is not a representation or warranty to the Owner regarding the builder's experience, quality of workmanship or financial capability and the Owner shall have no claim against Declarant for any failures of the Owner's builder. Approval of a builder on a different lot, previously, does not represent future approval of the same builder on another lot.
- 11.04 Approval of Plans.** All Owners must submit final architectural plans and a to-scale site plan showing the location of the house, driveway, prospective drainage for the property, and septic field in relationship to the street and the surrounding Lots. Site drainage plans may be formal, grading or diagrammatic **All drainage shown shall be directed to common swales, detention basins or storm systems and verified with McDougall, Marsh & Chico pursuant to paragraph 4.03 herein.** In no event will any drainage be permitted to be directed to neighboring properties. In addition, a to-scale drawing of the landscaping plan must be submitted. A fee of One Hundred Dollars (\$100) for the building plan and Fifty Dollars (\$50) for the landscaping plan must accompany the plan submission. When plans are submitted to the Design Review Committee for review, the Owner must rough stake the Lot and mark any significant trees that have to be removed.
- 11.05 Items Precedent to Beginning Construction.** The Owner/Builder must have obtained prior builder approval and have in his possession a set of signed and approved building plans, and a signed and approved site layout showing the exact

location of the house, drive, and all other improvements. Construction Standards are attached hereto as Exhibit "B", and shall apply to all Owners, contractors, laborers and materialmen.

- 11.06 Variations Granted by the Design Review Committee.** The Design Review Committee shall have the authority, at its sole discretion, to grant reasonable variations from the above requirements. No variation shall materially adversely affect any other part of Country Brook. No variation granted pursuant to this authority constitutes a waiver of any other provision of the Declaration as applied to any other party or any other Lot. All provisions of the Declaration not affected by the grant of a variation shall continue to apply with full force and effect to the Lot for which the variation is granted.
- 11.07 Variations Granted by Declarant.** Declarant shall have the right in perpetuity, at its sole discretion, to grant variations from the restrictions on the Lots that it owns, prior to and after control of the Association has been turned over to the Owners. Variations granted by Declarant shall not materially adversely affect any other part of Country Brook.
- 11.08 Construction Period Lien.** All construction commenced on any Lot must be completed within eighteen (18) months after the plans and specifications have been approved by the Design Review Committee, subject to delays caused by acts of God, strikes, lock-outs, or labor disputes. The other Owners of the development shall have the right, either individually or collectively, to remove from the Lot any building not completed within the allotted time, provided the Owner of the Lot is not proceeding with diligence to complete construction of same. The Owner of the Lot, by acceptance of his or her deed, consents in advance to such removal and to pay on demand the costs thereof, which costs shall be deemed to be a lien on the Lot from the date such removal is commenced.
- 11.09 Prohibited Activity.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done, placed, or stored thereon which may be or may become an annoyance or nuisance to the neighborhood, or occasion any noise or offensive odor which might disturb the peace, comfort, or serenity of the occupants of neighboring Lots. In addition, no house trailers, cabins, tents, metal storage sheds, or other outbuildings are permitted on any Lot, other than those permitted herein, nor is any basement, garage or outbuildings of any kind to be used as a temporary or permanent residence.
- 11.10 Rubbish.** The Lot and all improvements located thereon shall be kept in good order and repair, in a safe, clean and attractive condition, and maintained in a first class manner. No accumulations of garbage, trash or other debris shall be permitted on the Lot. During construction, any dumpster used by a builder for garbage, trash or debris shall not be placed on any black-topped road.

- 11.11 Containment of Rubbish.** No such lot shall be used or maintained as a dumping ground for refuse or garbage or the like. When the houses are complete, all residents are required to use a standard garbage container (which can be leased or purchased) from any of the large waste contractors. No containers of a smaller size shall be used for any reason. All containers shall be removed from public view within twenty-four (24) hours of being emptied by the waste contractor.
- 11.12 Vehicles.** No worn out or discarded automobiles, machinery or vehicles, or parts thereof shall be stored on any Lot and no part thereof shall be used for automobile junk piles or the storage of any kind of junk or waste material. Boats, trailers, motorcycles, recreational vehicles, jet skis, vans, vehicles to be restored or vehicles not used on a regular basis, or other similar items must be kept free from public view and must be parked within a garage or screened parking area. Temporary storage of boats and trailers for no more than fourteen (14) days while in the state of transfer, etc, shall be allowed.
- 11.13 Animals, Pets.** No animals, livestock or poultry of any type shall be kept, except dogs, cats and other domestic household pets provided they are not kept, bred, boarded or maintained for any commercial purpose, and further provided that pit bulls shall not be kept. No more than three (3) household pets may be kept on any Lot. Owners shall take such measures as are necessary to prevent their pets from straying onto other Owners' Lots. Notwithstanding the foregoing, the Owner of Lot 86 may keep horses on Lot 86.
- 11.14 Signs.** The following signs shall be permitted on vacant lots:
1. Temporary signs installed by Declarant at the main entryways;
 2. Temporary signs installed by Declarant identifying the approved Builders;
 3. "Build to Suit" signs on vacant Lots owned or under the control of an approved Builder; or
 4. Real Estate or Builder signs on a home for sale.

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

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

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

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

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

- 11.15 Cutting of Timber.** No owner or anyone acting for or on behalf of the Owner shall cut or remove more than five percent (5%) of any timber from any Lot unless such cutting or removal is necessary to clear a portion of such Lot to construct a building, to remove dead or diseased trees, or to protect a building from potential damage in the event of windstorm. No commercial logging or dragging activities shall be permitted on any Lot. No logs/timber cut for any reason on any Lot shall be sold, bartered or traded. No timber may be removed from any home site prior to thirty (30) days before the start of construction. In the event a swimming pool or tennis court is planned, the Owner must consult with the Design Review Committee to arrive at a plan where the least amount of damage is done to any wooded areas. It is intended that every effort is to be made to save trees, even in the leach field areas. Leach field trenches should be dug with a trencher as opposed to a backhoe wherever possible.
- 11.16 Specific Restrictions and Design Standards.** Notwithstanding the foregoing, the restrictions and/or covenants set forth in the Design Standards, attached hereto as Exhibit "A", shall apply the improvements on the Property as described therein.
- 11.17 Solar Panels.** No Owner shall install any solar panels on a residence without the prior written approval of by Design Review Committee.
- 11.18 Lawns.** No Owner shall install astro-turf on any part of the lawn on any Lot.
- 11.19 Noxious Odors.** No Owner shall do or permit anything to be done in or about their Lot or the Property which will in any way create a nuisance by permitting the emission of fumes or noxious odors.

ARTICLE XII
ANNEXATION

- 12.01 Contemplated Annexation by Declarant.** Declarant contemplates submitting Additional Property to the provisions of this Declaration so that the same will become in all respects part of the Property.
- 12.02 Reservation of Right to Annex Additional Property.** Declarant hereby reserves the right at any time during Le Development Period to take the action so contemplated in submitting Additional Property and to develop thereon a maximum number of additional Lots equal to that permitted under applicable zoning ordinances so that the same will become in all respects part of the Property. Declarant hereby submits as Additional Property the remises which are owned by Thomas L Reagan, by Official Record 568, Page 290, Official Record 3605, Page 864, and Official record 3860, Page 831, being a parcel of 58.2695 acres to be known as Locust Grove at Country Brook North, Section Three, and are hereby annexed to the terms of the Declaration which shall be a covenant running with the land and binding upon the land and all owners hereof.
- 12.03 Reservation of Right to Amend Declaration.** Declarant hereby reserves the right to amend this Declaration in the manner hereinafter provided in such respects as Declarant may deem advisable in order to effectuate the generality of the foregoing, the right to amend this Declaration so as to include the Additional Property and the improvements constructed thereon as part of the Property.
- 12.04 Consent and Approval or Annexation Amendments.** Declarant, on its own behalf as the Owner of all Lots in the Property and on behalf of all subsequent Owners, hereby consents and approves, and each Owner and his mortgagee, by accepting a deed conveying such ownership, or a mortgage encumbering such interest, as the case may be, hereby consents and approves the provisions of this Article, and all such Owners and their mortgagees, upon request of Declarant, shall execute, and deliver from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to effectuate said provisions.
- 12.05 Power of Attorney Coupled with an Interest.** Each Owner and his respective mortgagees, by the acceptance of a deed conveying such ownership, or a mortgage encumbering such interest, as the case may be, hereby irrevocably appoints Declarant his attorney-in-fact, coupled with an interest for the purpose of adding the Additional Property to the Property pursuant to the provisions of this Section. Such Owner authorizes such attorney to execute, acknowledge and record for and in his name an Amendment to this Declaration for the purpose of adding such Additional Property.

Such mortgagee authorizes such attorney to execute, acknowledge and record for and in its name a consent to any such Amendment.

ARTICLE XIII
GENERAL

- 13.01 Covenants Running With Land.** The covenants, conditions, restrictions, easements, reservations, liens and charges created by this Declaration shall run with and bind the land, and each part thereof and shall be binding upon on inure to the benefit of all parties having any right, title or interest in or to all or any part of the Property, and their respective heirs, executors, administrators, successors and assigns, for a term of fifty (50) years from the date this Declaration is Recorded, after which time it shall automatically extend for successive periods of ten (10) years, unless amended as hereinafter provided.
- 13.02 Enforcement.** It is hereby declared that irreparable harm will result to the Declarant and the beneficiaries of these restrictive covenants by reason of violation of the provision thereof or default in the observance thereof and therefore each beneficiary (including all Owners) and the Association, shall be entitled to relief by way of injunction or specific performance to enforce the provisions of these restrictive covenants as well as any other relief available at law. In addition to any other remedies provided in this Declaration, Declarant, the Association or any Member shall have the right to enforce, by any proceeding at law or in equity, plus monetary damages to compensate for harm prior to obtaining relief by injunction or specific performance and costs for breach of any restrictions, conditions, covenants, easements, reservations, liens, and charges set forth herein now or hereafter imposed by or through the Organizational Documents. Failure by Declarant, the Association or by any Member to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restrictions, condition, covenant, reservation, easement lien or charge The Association shall not deliberately refuse to enforce the provisions hereof or discontinue operations, or attempt to terminate its operation without giving thirty (30) days prior written notice to all Eligible First Mortgagees.
- 13.03 Service of Process.** The person to receive service of process for the Association until the president of the Association is elected shall be Robert D. Abernathy. After a president is elected who is an Owner, his or her name and address (and that of each successor) shall be filed with the State of Ohio on such forms as are prescribed for the subsequent appointment of a statutory agent for an Ohio nonprofit corporation.

- 13.04 **Natural Gas Tap-In Fee.** Any homeowner that does not tap into the natural gas line provided by the public utility within eight (8) years of the filing of the plat for that particular section shall pay to Declarant a fee of One Thousand Seven Hundred Eighty Dollars (\$1,780). If the line is not tapped into or the fee is not received by Declarant within eight (8) years, then Declarant shall have the right to file a lien on the Lot and seek specific performance for the payment thereof.
- 13.05 **Severability.** Invalidation of any one (1) or more of these covenants, conditions, restrictions or easements by judgment or court order shall not in any way affect any other provisions hereof, all of which shall remain in full force and effect.
- 13.06 **Gender and Grammar.** Any necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships or individuals, male or female, shall in all cases be assumed as though in each case fully expressed herein.
- 13.07 **References.** Unless otherwise specified, all references to a particular Article or Section shall refer to such Article or Section of the Declaration.
- 13.08 **Compliance with Requirements.** The Declaration and the plan of ownership created hereby, has been created and is existing in full compliance with all applicable requirements of local, state and all other applicable ordinances and laws.

Stone Ridge Development, Ltd has caused this instrument to be executed this 25th day of February, 2016.

STONE RIDGE DEVELOPMENT, LTD

By: Robert D. Abernathy
 Robert D Abernathy
 Its: Agent

STATE OF OHIO)
) SS:
 COUNTY OF WARREN)

The foregoing instrument was acknowledged before me this 25th day of February, 2015, by Robert D. Abernathy, Agent of Stoneridge Development, Ltd., an Ohio limited liability



JOSEPH EDWARD RUETH, Attorney at Law
 Notary Public, State of Ohio
 My Commission has no expiration date.
 Section 147.03 O. R. C.

Joseph Edward Rueth
 Notary Public
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Country Brook Homeowners' Association, Inc., has executed this instrument this 25th day of February, 2016 as its own action and approval.

Country Brook Homeowners' Association, Inc.

By: 
H. Victor Mullins

Its: President

STATE OF OHIO)
) SS:
COUNTY OF WARREN)

The foregoing instrument was acknowledged before me this 25th day of February, 2016, by H. Victor Mullins, President of Country Brook Homeowners' Association, Inc., an Ohio ~~not a~~ profit company.



JOSEPH EDWARD RUETH, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date.
Section 147.03 O. R. C.


Notary Public

This instrument was prepared by: Joseph E. Rueth, Attorney at Law, 10001 Dayton Lebanon Pike, Dayton, OH 45458.