

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

This SIXTEENTH AMENDMENT AND SUPPLEMENT TO THE WETHERINGTON DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS ("Amendment") is being executed this 13 day of DECEMBER, 2004 by TYLER'S PLACE ASSOCIATES, LLC, an Ohio limited liability company ("TPA"), WETHERINGTON ASSOCIATES LIMITED PARTNERSHIP, an Ohio limited partnership (the "Declarant"), WETHERINGTON COMMUNITY ASSOCIATION, INC., an Ohio not for profit corporation (the "Wetherington Association") and THE PRESERVE AT WETHERINGTON COMMUNITY ASSOCIATION, INC. an Ohio not for profit corporation (the "Preserve Association") under the following circumstances:

A. Declarant is the developer of the residential community known as Wetherington, in West Chester Township, Butler County, Ohio, which is governed by a certain Declaration of Covenants, Conditions and Restrictions and Reservation of Easements as recorded in Volume 1736, Page 184 of the Butler County, Ohio Records, as previously modified, the most recent such modification being recorded as the Fifteenth Amendment at Official Record Book 6673, Page 505 of the Butler County, Ohio Records (collectively, the "Wetherington Declaration").

B. TPA is developing two residential communities located adjacent to Wetherington, which adjacent communities are to be known as "The Preserve at Wetherington" (the "Preserve"), and Wetherington Section 15.

C. TPA and the Declarant have determined that the five (5) Lots being developed by TPA known as Wetherington Section 15 in conjunction with the development of the Preserve, which Lots are described in Exhibit A attached hereto and made a part hereof (the "Annexed Lots"), should be annexed into the Wetherington Declaration.

D. The parties are entering into this Amendment in order to subject the Annexed Lots to the obligations and rights created under the Wetherington Declaration and to create and address certain easements, all pursuant and subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the Premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties hereto, Declarant, TPA, the Wetherington Association and the Preserve Association agree as follows:

1. Subjection of Property. Pursuant to Article II, Section 3 of the Declaration, Declarant and TPA hereby declare that the Annexed Lots shall be held, sold and conveyed subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration, as amended, which provisions are for the purpose of protecting the value and desirability of, and which provisions shall run with the Annexed Lots and be binding on all parties having any right, title or interest in the Annexed Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof. The Annexed Lots are subject to the terms, conditions, restrictions, covenants and easements as are set forth in the Declaration, as amended.

2. Common Areas and Community Facilities. Section 1(e) of the Declaration, which sets forth the definition of Common Areas and Community Facilities is amended to include the areas described in Exhibit B attached hereto and made a part hereof.

3. Access Easement. TPA and Declarant hereby create, reserve and grant a non-exclusive, perpetual easement to each other, the Wetherington Association, the Preserve Association and all current and future Owners of Lots in Wetherington and owners of real property in the Preserve, on, over and across the real property as shown on Exhibit C attached hereto and made a part hereof as the "Access Easement". The purpose of the preceding easement shall be for the purpose of installing, maintaining, repairing, replacing and using a pedestrian walkway and golf cart path, landscaping, and related improvements as identified in Section 5 of this Amendment to allow pedestrian and golfer ingress and egress to and from the hiker-biker paths and walkways now or hereafter located in Wetherington and in the Preserve. The easement may also be utilized to allow fire fighting and other emergency vehicle access to Wetherington and to the Preserve.

4. Installation and Maintenance of Preserve Walkway Improvements. TPA shall, at TPA's sole expense, install and construct the Hike-Bike / golf cart path walkway, landscaping and other improvements and items described on Exhibit D attached hereto and made a part hereof (collectively, the "Preserve Walkway"), in conformance with the elevations and specifications described therein, concurrently with its development of the Preserve. The improvements to be installed as part of the Preserve Walkway shall include landscaping in the center island feature of the Preserve Walkway in conformance with the landscape plan attached hereto as Exhibit E and made a part hereof. The Preserve Association shall be responsible for maintaining, repairing and replacing the Preserve Walkway, and all components thereof, in good, attractive and first-class condition, at no expense to the Wetherington Association or the Owners of Lots in Wetherington. The maintenance obligations of the Preserve Association shall include the obligation to maintain the landscaping in the island feature of the Preserve Walkway in substantial conformance with the landscaping plan attached as Exhibit E without any modifications to such landscaping, unless the same is approved in advance by the Wetherington Association (the costs of any such modifications to the island landscaping shall be borne solely by the Preserve Association). If the Preserve Association fails, within thirty (30) days after written notice from the Wetherington Association, to cure

any default in the maintenance, repair and replacement obligations related to the Preserve Walkway as contained herein, then the Wetherington Association shall have the right to take such actions as are reasonably necessary to cure such defaults, and immediately upon demand, the Preserve Association shall be required to reimburse the Wetherington Association for its reasonable out of pocket expenses incurred by it in performing such obligations. The above-described maintenance obligations will be included in the Declaration of Covenants for the Preserve.

5. Perpetual Nature of Easements. The easements created and described in this Amendment shall run with the land and be binding upon and inure to the benefit of Declarant, TPA, the Wetherington Association, the Preserve Association, the current and future Lot Owners of Wetherington and all current and future owners of any or all of the real property included in the Wetherington Preserve, all of their respective heirs, successors and assigns, their tenants, and the agents, employees and invitees of all of them.

6. Capitalized Terms. All capitalized terms contained in this Amendment that are not typically capitalized, unless otherwise defined herein, shall have the meanings assigned to such terms by the Declaration.

7. Ratification of Declaration. Except as specifically modified by the terms of this Amendment, all of the terms and conditions of the Declaration remain in full force and effect and unmodified.

8. Counterparts. This Amendment may be signed in counterparts, each of which shall be deemed to be an original but all such counterparts taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this instrument
13th day of December, 2004.

LIMITED PARTNERSHIP, in this
an Ohio limited partnership

By Humes Investment Company,
an Ohio corporation
Its General Partner

By James P. Sullivan
Name JAMES P. SULLIVAN
Its VP & TREASURER

WETHERINGTON COMMUNITY ASSOCIATION, INC.,
an Ohio not for profit corporation

By _____
Name _____
Its _____

TYLERS PLACE ASSOCIATES, LLC,
an Ohio limited liability company, by Great
Traditions Development Group, Inc., an
Ohio Corporation, its managing member

By James P. Sullivan
Name JAMES P. SULLIVAN
Its VP - TREASURER

THE PRESERVE AT WETHERINGTON
COMMUNITY ASSOCIATION, INC.,
an Ohio not for profit corporation

By James G. Kieber
Name JAMES G. KIEBER
Its PRESIDENT

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 13th day of
December, 2004, by James P. Sullivan, as the
VP - Treasurer of Humes Investment Company, an Ohio corporation, on behalf of
such corporation, as General Partner of Wetherington Associates Limited Partnership, an
Ohio limited partnership, on behalf of such limited partnership.



Eve C. Goedel
Notary Public

EVE C. GOEDEL
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 10-16-05

STATE OF OHIO)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2004 by _____, as the _____ of Wetherington Community Association, Inc., an Ohio not for profit corporation, on behalf of such corporation.

Notary Public

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 13th day of December, 2004 by James P. Sullivan, as the VP + Treasurer of Great Traditions Development Group, Inc., an Ohio Corporation, the managing member of Tyler's Place Associates, LLC, an Ohio limited liability company, on behalf of such corporation.

Eve C. Goeddel
Notary Public



EVE C. GOEDEL
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 10-16-05

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 13th day of December, 2004 by James E. Kiefer, as the President of The Board of Wetherington Community Association, Inc. on behalf of such corporation.

Eve C. Goeddel
Notary Public



EVE C. GOEDEL
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 10-16-05

This Instrument Prepared By:

Richard D. Herndon, Esq.
Griffin-Fletcher, LLP
3500 Red Bank Road
Cincinnati, Ohio 45227
(513) 421-1313

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EXHIBITS

- Exhibit A - Legal Description of Five (5) Lots being Annexed
- Exhibit B - Common Areas and Facilities on Annexed Lots to be maintained by Wetherington Association
- Exhibit C - Plat showing Location and Dimensions of Access Easement
- Exhibit D - Site plan indicating the Preserve Walkway Improvements
- Exhibit E - Landscape Plan for Island Feature

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EXHIBIT A

Subject to this Declaration

Situated in Section 18, Town 3, Range 2, West Chester Township, Butler County, Ohio,
and being all of Lots 409- 413 of **Wetherington Section 15**, as recorded in Plat Envelope
_____, Pages _____ of the Plat Records of Butler County, Ohio

Subject to all legal highways, the Declaration of Covenants, Conditions, Restrictions and
Reservation of Easements, other easements of record, real estate taxes and assessments, if
any, certified or uncertified, not yet due and payable.

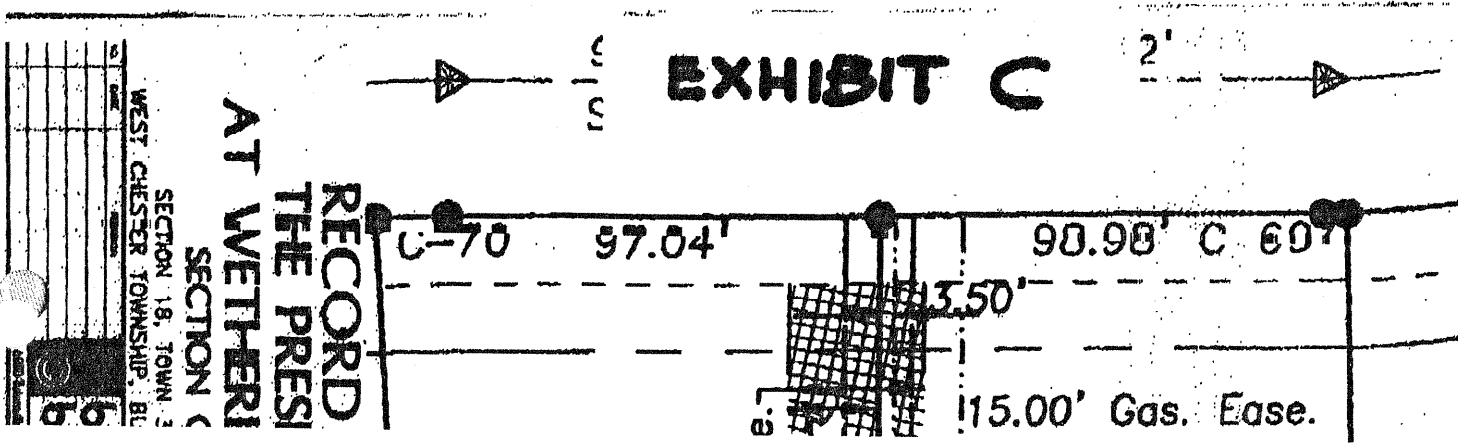
EXHIBIT B

COMMON AREA AND COMMUNITY FACILITY LOTS

WETHERINGTON SECTION 15

1. Concrete sidewalk located within access easement area on lots 412 and 413 within the Wetherington Section 15 plat.
2. Landscaped and grassed areas and plants and entry features within or along the access easement located on lots 412 and 413 within the Wetherington Section 15 plat.
3. Directional signage located within the access easement area on lots 412 and 413.

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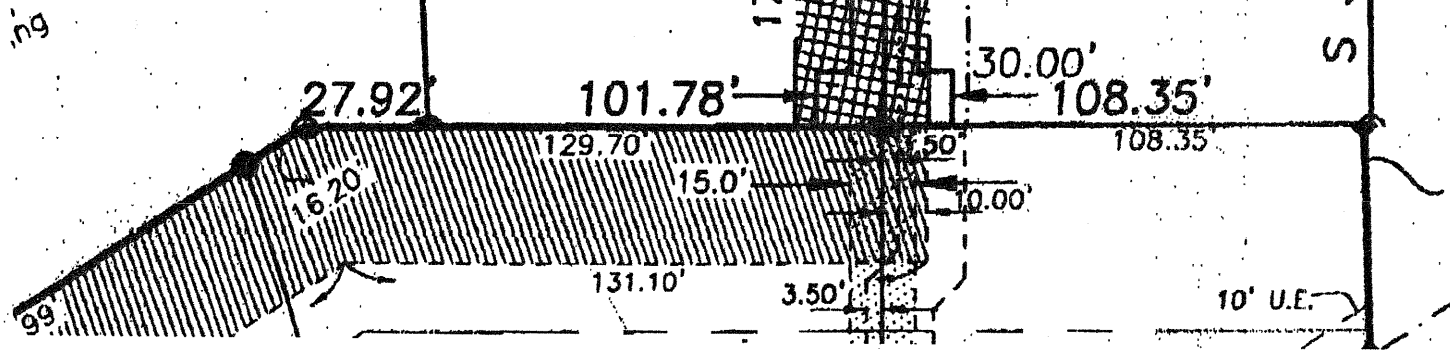
OWNER	YER	PLAT	NO.	DATE
ADJACENT OWNERS	ADJACENT PLATS	ADJACENT DATES	ADJACENT VOLUMES	ADJACENT SHEETS
REMARKS	RANGE 2 DEER COUNTY, OHIO WASHINGTON			

WASHINGTON
 PLAT
 DEER COUNTY, OHIO

189.86'
 S 32°59'55" W 190.10'
 241.11'

⑬
 0.468 Ac.
 MOE(Rear)=871.40

⑫
 0.463 Ac.
 MOE(Rear)=871.40
 15' Drainage And
 Access Easement



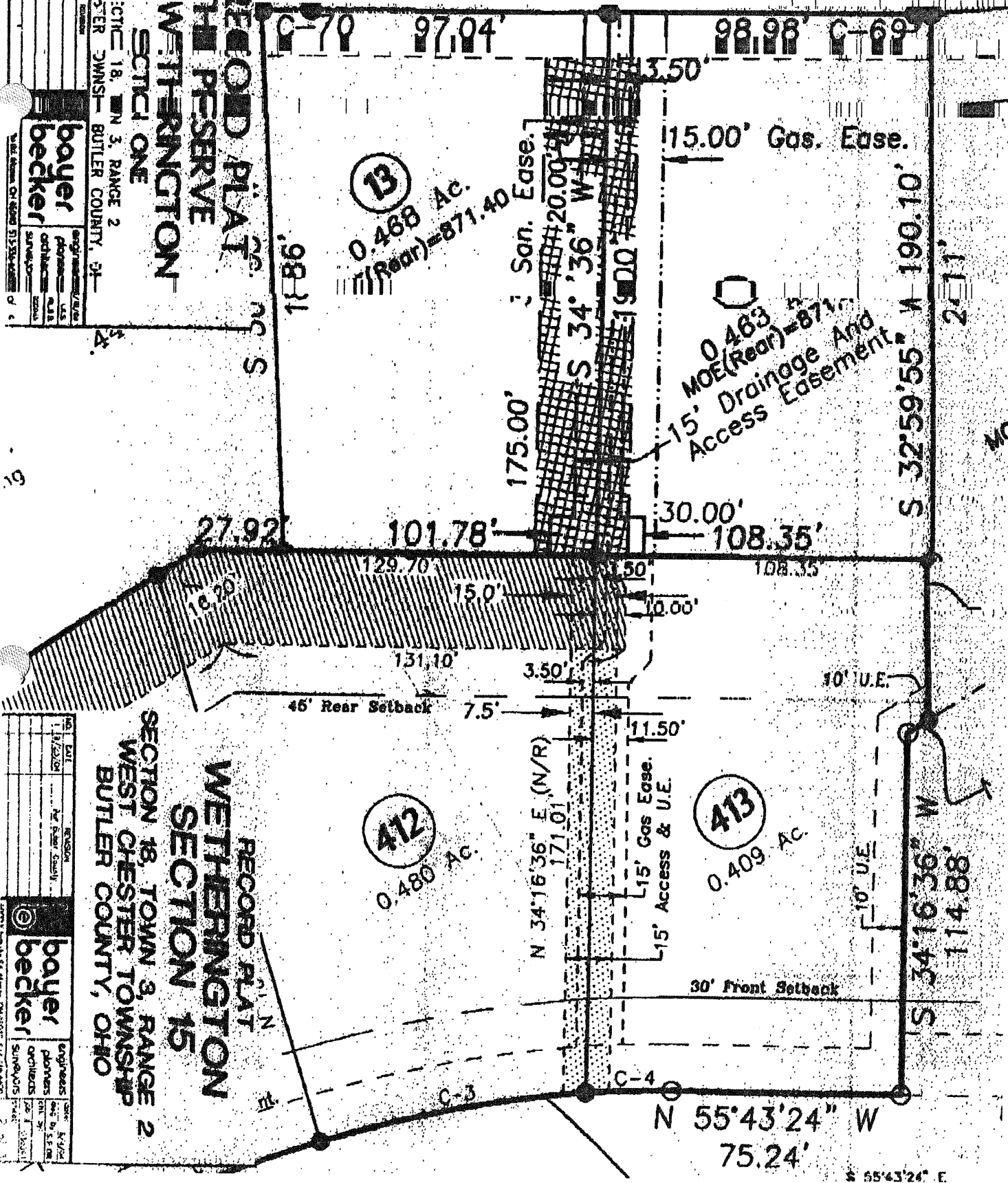
RECORD PLAT
 THE RESERVE
 WETHERINGTON
 SECTION ONE
 SECTION 18, TOWN 3, RANGE 2
 CHESTER TOWNSHIP - BUTLER COUNTY, OHIO

bayer
 becker
 ENGINEERS
 ARCHITECTS
 SURVEYORS
 1000 N. Main Street
 Columbus, OH 43260
 Phone: 614.461.1111
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RECORD PLAT
 WETHERINGTON
 SECTION 15
 SECTION 18, TOWN 3, RANGE 2
 WEST CHESTER TOWNSHIP
 BUTLER COUNTY, OHIO

19



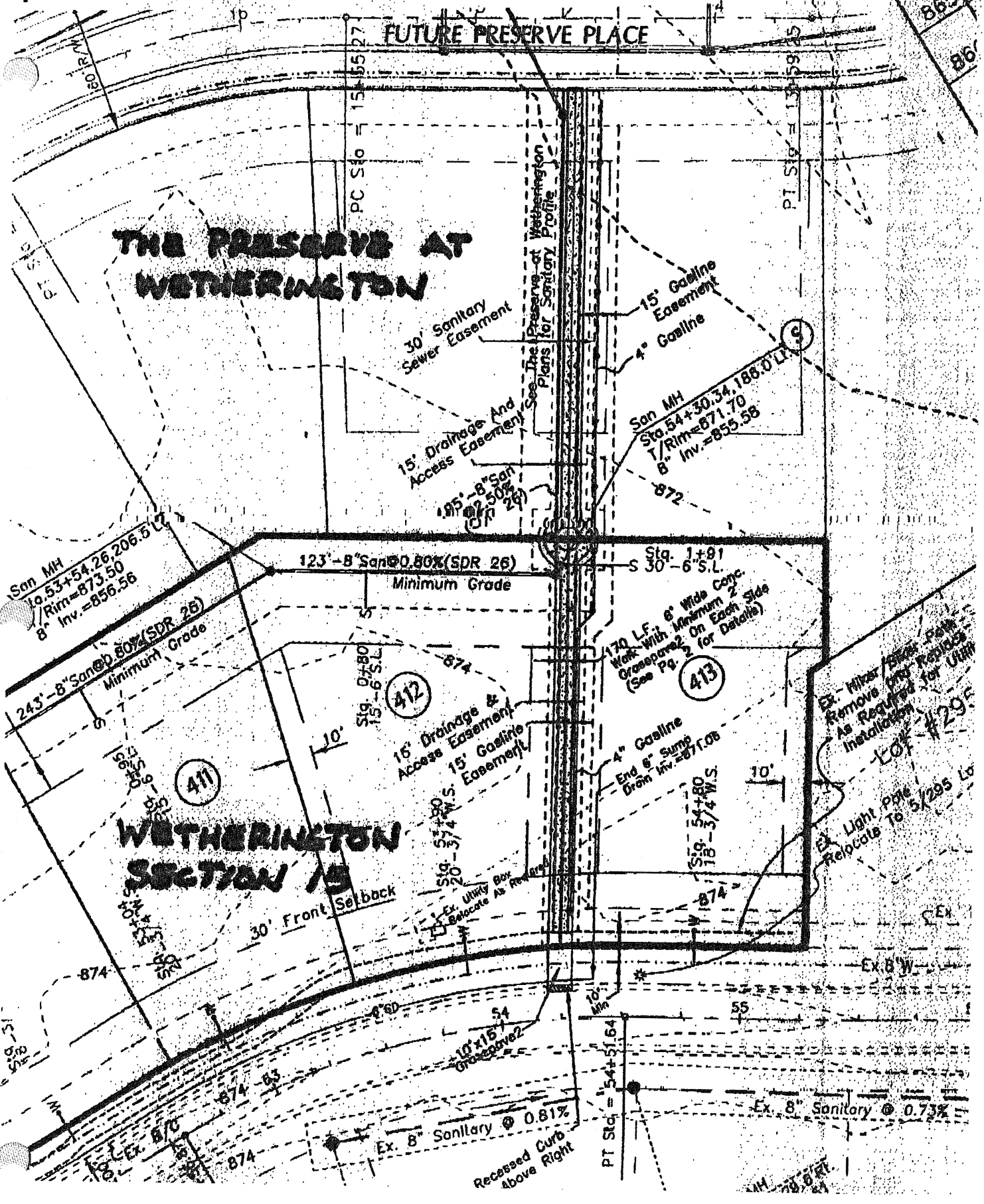
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EXHIBIT D

FUTURE PRESERVE PLACE

THE PRESERVE AT WETHERINGTON

WETHERINGTON SECTION 19



30' Sanitary Sewer Easement

15' Gasline Easement
4" Gasline

15' Drainage And Access Easement
See The Preserve at Wetherington Plans for Sanitary Profile

San MH
Sta. 54+30.34
1' Rim = 671.70
6" Inv. = 855.58

San MH
Sta. 53+54.26
Rim = 873.50
6" Inv. = 856.56

123'-8" San @ 0.80% (SDR 26)
Minimum Grade

Sta. 1+91
S 30'-6" S.L.
170 LF. 6" Wide Conc. Graspave
2' on Each Side
(See Pg. 2 for Details)

243'-8" San @ 0.80% (SDR 26)
Minimum Grade

15' Drainage & Access Easement
15' Gasline Easement

4" Gasline
End 8" Sump
Dren. Inv. = 871.08

411

412

413

Ex. Meter/Block Panel
Remove and Replace
As Required for Utility
Installation
Lot # 29E

Ex. Light Pole
Relocate To 5/295 Lot

30' Front Setback

Ex. Utility Box
Relocate As Required

Ex. 8" Sanitary @ 0.81%
Recessed Curb
Above Right

Ex. 8" Sanitary @ 0.73%

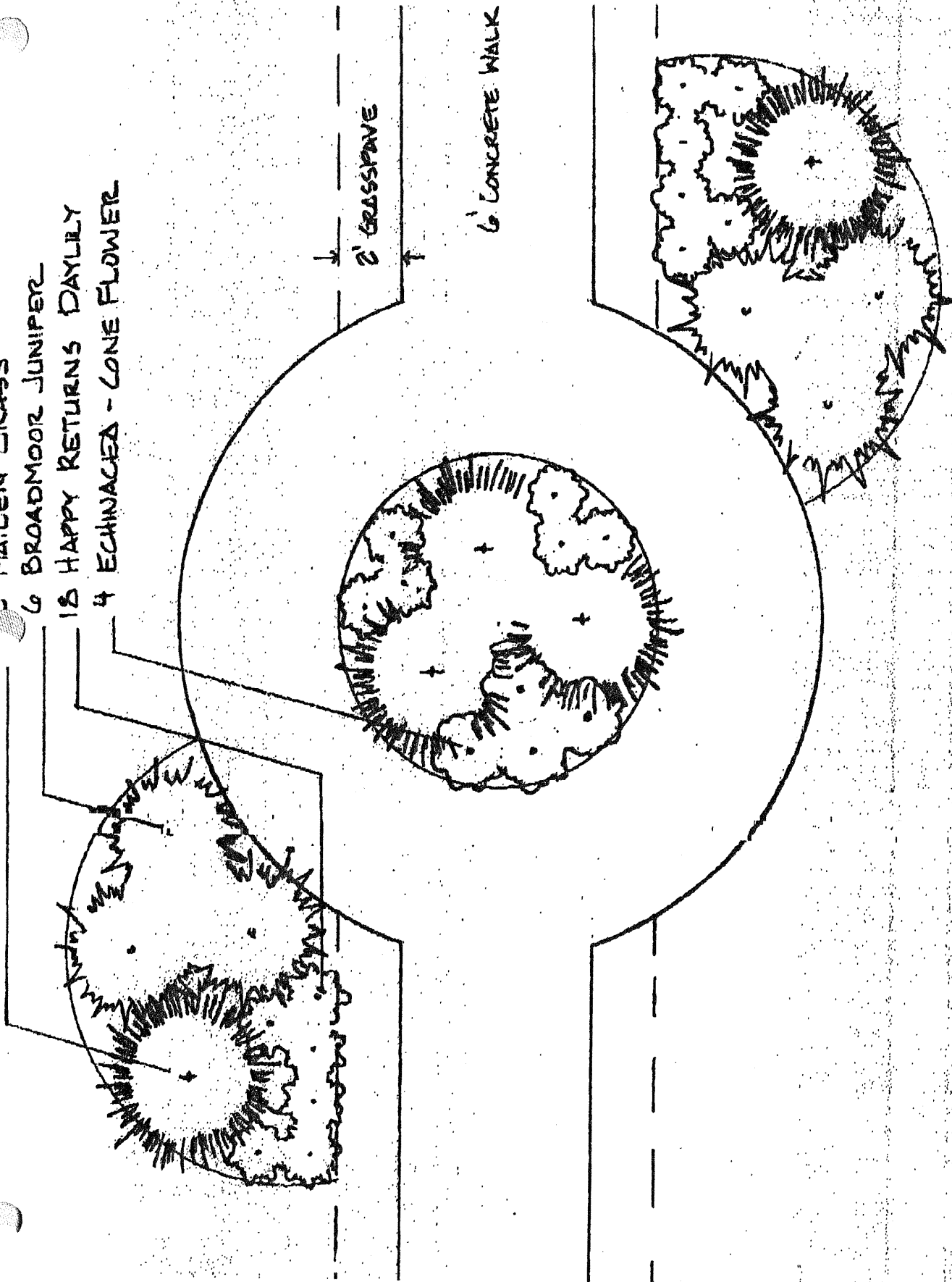
PT Sta. = 54+51.64

San MH
Sta. 53+87.24

EXHIBIT E

PAGE 1 OF 2

- 3 MAIDEN HAIR
- 6 BROADMOOR JUNIPER
- 18 HAPPY RETURNS DAYLILY
- 4 ECHINACEA - CONE FLOWER



2' GRASSPAVE

6' CONCRETE WALK

WETHERINGTON - SIDEWALK / ACCESS
 SCALE 1/4" = 1'0"

EXHIBIT E

PAGE 2 OF 2

WETHERINGTON SIDEWALK / ACCESS

PERSPECTIVE SKETCH

