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

This Instrument prepared by:

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BY 10-10-91 DEPT.
AUDITOR, BUTLER CO., OHIO

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EXHIBIT "A" Legal Description of All Property Owned by
Wetherington Associates Limited Partnership
Off Tylersville Road in Union Township,
Butler County, Ohio

EXHIBIT "B" Legal Description of that Real Property
Subject to the Declaration

EXHIBIT "C" Articles of Incorporation of Wetherington
Community Association, Inc.

EXHIBIT "D" By-Laws and Regulations of Wetherington
Community Association, Inc.

EXHIBIT "E" Common Area and Community Facility Lots
For Sectin 1

EXHIBIT "F" Storm Water Facilities Maintenance Items
for Wetherington Section 1

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS

Certificate of Partnership filed in accordance with Sec. 1777.02 ORC.

Joyce B. Thall Recorder Butler County, O.

THIS DECLARATION, made this 24th day of September, 1991, by WETHERINGTON ASSOCIATES LIMITED PARTNERSHIP, an Ohio Limited Partnership, hereinafter sometimes referred to as "Declarant."

WITNESSETH:

WHEREAS, the Declarant is the owner of that certain real property located in Union Township, Butler County, Ohio, which is more particularly described in Exhibit "A" attached hereto and referred to hereafter as "Wetherington;" and

WHEREAS, the Declarant intends to improve that Real Property described in Exhibit "B" (the "Property") as the initial increment of the Wetherington Community by subdividing and constructing various on and off site improvements and either by itself or in conjunction with other builders developing residential projects within the Wetherington Residential Community; and

WHEREAS, Declarant may establish certain other uses for portions of that real property described in Exhibit "A", including commercial, professional and administrative, recreational and other types of compatible uses as may be permitted by the appropriate governmental entities; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in the Wetherington Community and for the maintenance of said Common Areas and Community Facilities; and to this end, desires to subject the real property described in Exhibit "B" hereof 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, as hereinafter provided in this Declaration, Declarant has retained and reserved the right, privilege, and option to submit to the provisions of this Declaration at a later time and from time to time as a part of the Community described herein, all or any portion of the Property described in Exhibit "A" attached hereto, and such other property as Wetherington Associates Limited Partnership may acquire from time to time and wish to subject to the terms of this Declaration; 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 Community Facilities and administering and enforcing the within covenants and restrictions and disbursing the charges and assessments hereinafter created; and

WHEREAS, the Declarant has formed the "Wetherington Community Association, Inc., 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 property described in Exhibit "B" 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 covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. Definitions. The following words when used in this Declaration shall have the following meanings:

(a) "Articles" and "Articles of Incorporation" shall mean those Articles, filed with the Secretary of State of Ohio, incorporating Wetherington Community Association, Inc. 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 "C" is attached hereto and made a part hereof.

(b) "Association" shall mean and refer to the Wetherington Community Association, Inc., and its successors and assigns.

(c) "Board" and "Board of Trustees" shall mean the Board of Trustees of the Association as provided in the Articles of Incorporation and By-Laws of the Association.

(d) "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 in Exhibit "D" is attached hereto and made a part hereof.

(e) "Common Areas" and "Community Facilities" shall mean and refer to all real property, together with improvements located thereon, owned by or leased to the Association for the benefit, use and enjoyment of its Members including those Lots described in Exhibit E attached hereto.

(f) "Declarant" shall mean and refer to Wetherington Associates Limited Partnership, an Ohio Limited Partnership, and its successors and assigns.

(g) "Developer" shall mean and refer to the Declarant and its successors and assigns if

such successors or assigns should acquire one or more developed Lots from the Declarant for the purpose of resale to an Owner or who purchases an undeveloped tract of land from Declarant for the purpose of constructing improvements thereon for resale to third party Owners. Any assignee described herein shall be a "Developer" for purposes of this Declaration only as to the Lot, Lots or undeveloped tract of land which such assignee has acquired for the purpose of resale or for the purpose of constructing improvements thereon for resale to an Owner.

(h) "Development" shall mean and refer to the Property and all improvements located or constructed thereon and any portion of the annexed Property submitted to the provisions hereof pursuant to Article II.

(i) "Development Period" shall mean the period commencing on the date on which this Declaration is recorded and terminating on the earlier of (a) the day fifteen (15) years after such date, or (b) the day next following the day on which the Developer owns no part of that real property described in Exhibit "A."

(j) "Living Unit" shall mean and refer to any portion of a building situated upon a Lot designated and intended for use and occupancy as a residence by a single family, including a townhouse, condominium unit, or patio or cluster home, whether detached or attached, located within the Development..

(k) "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision plat of the Property or recorded re-subdivision thereof with the exception of the Common Areas and Community Facilities.

(l) "Member" shall mean any one of those Owners who are members of the Association as provided in Article IV hereof.

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

(n) "Property" and "Properties" shall mean and refer to that certain real property described in Exhibit "B" and such additions thereto as may hereafter be annexed pursuant to Article II.

(o) "Storm Water Facilities" shall mean and refer to storm sewers, storm sewer swales, streams, ditches, catch basins, drainage lines, manholes and detention basins situated on storm sewer easements or private drainage easements encumbering certain of the Lots as designated on the record plat or plats for the Property, for the common use and enjoyment of the Owners.

(p) "Structure" shall mean and refer to anything built, placed upon or constructed upon a Lot which definition shall include a Living Unit.

(q) "Trustee" and "Trustees" shall mean that person or those persons serving, at the time pertinent, as Trustee or Trustees of the Association, and 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

Section 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 Union Township, Butler County, Ohio, and is more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof.

Section 2. Planned Unit Development. Declarant reserves the right to subject all or any part of the real estate described in Exhibit "A" to the provisions of this Declaration. Such additional property shall be annexed to the real estate described in Exhibit "B" as provided in Section 3 hereof. Notwithstanding the above, nothing contained in this Declaration or in the By-Laws shall obligate the Declarant to annex any additional property to the property described in Exhibit "B" and the real estate described in Exhibit "A" shall remain wholly free from any covenant or restriction herein contained until so annexed as hereinafter provided.

Section 3. Annexation of Additional Property. For a period of fifteen (15) years from and after the date this Declaration is filed for record, additional property, not limited to the Property described in Exhibit "A," 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 "B" 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 Butler County, Ohio, which supplementary declaration shall extend the scheme of the within covenants and restrictions to such annexed property. Such supplementary Declaration may contain such additional covenants, conditions, restrictions, easements, charges and liens as the Declarant shall deem appropriate for the purpose of completing the development of the Property.

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every Lot Owner shall be a Member of the Association, and such membership shall be appurtenant to and may not be separated from ownership of any Lot. During the Development Period, the Association shall have Class A Members (being all Owners except Developer) and a Class B Member (Developer). After the Class A Members are entitled to elect all of the Board, the Class B membership shall terminate and Developer, if it is then an Owner, shall become a Class A Member and continue as such so long as it shall remain an Owner.

Section 2. Voting Members.

(a) With the exception of a Developer until Class B membership has lapsed and becomes a nullity, every person, group of persons or entity who is an Owner of a fee interest in any Lot which is or becomes subject by covenants of record to assessment by the Association shall be a Class A Member of the Association. Class A Members shall be entitled to one vote per each Lot in which they hold the interest required for membership.

(b) Class B Members shall be the Developer which shall be entitled to five votes for each Lot in which any Developer holds the interest otherwise required for Class A membership multiplied by the number of living units located or proposed by the Declarant to be located on such Lot, provided, however, that each Class B membership shall terminate after the Class A Members are entitled to elect all of the Board.

(c) At such time as Class B membership shall terminate, any Developer which, for any Lot, holds an interest therein otherwise required for Class A membership, 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. If more than one person, group of persons, or entity is the record Owner of a fee interest in any Lot, then the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV

ASSESSMENTS

Section 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; (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.

Section 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. 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 and Community Facilities, including, but not limited to, the payment of taxes and insurance and for repairs, replacements and additions, and for the cost of labor, equipment, and materials, management and supervision, 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. The assessments may be billed in advance on a monthly, quarterly or annual basis. The Board of Trustees shall fix the Annual Assessment after approving the following year's budget. The assessment shall be fixed at a uniform rate based upon the number of Living Units.

Section 3. Individual Assessments. In the event an Owner of any Lot 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, 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 or unit) shall be added to and become part of the total assessment to which such Lot is subject.

Section 4. Special Assessments. In addition to the Annual Assessments authorized by this Article, the Association may levy in any assessment year a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the Common Areas or Community Facilities, 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 or Community Facilities 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 Member. 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.

Section 5. Commencement of Assessments. The Annual Assessments shall commence on the first day of the month following the conveyance to the Association of the Common Areas and Community Facilities. The first assessment for any such membership shall be made 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.

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.

Section 6. Assessment of Developer. Any provision of this Declaration or of the Articles of Incorporation or By-Laws of the Association notwithstanding, the Developer, while there exists a Class B Member, shall not be required to pay assessments. The provisions of this Section 9 shall not apply to the assessment of any Living Unit held by a Developer for rental purposes that is or has been occupied as a Living Unit; in which event the Developer shall be required to pay the full amount of the assessments levied thereon.

Section 7. 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 charge not to exceed Ten (\$10.00) Dollars may be levied in advance by the Association for each certificate so delivered.

Section 8. 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 (10%) percent 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 Community Facilities or abandonment of his Lot or Living Unit.

In addition to the ten (10%) percent 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.

Section 9. 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, the sale or transfer of any Lot pursuant to mortgage foreclosure or any tax lien foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which become due prior to such sale or transfer.

ARTICLE V

INSURANCE

Section 1. Liability Insurance. The Association shall obtain and maintain a Comprehensive policy of public liability insurance covering all of the Common Areas and Community Facilities, 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 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 a residential Owner, tenant or occupant because of negligent acts of the Association, the Board, or other Owners, tenants or occupants.

Section 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.

Section 3. Insufficient Insurance. In the event the improvements forming a part of the Lots, Common Areas or Community Facilities or any portion thereof 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 VI

COMMITTEES

Section 1. Finance and Budget Committee. The Board of Trustees may appoint a Finance and Budget Committee composed of membership as set forth in the By-Laws of the Association. This Committee shall prepare the annual budget of the Association for submission to the Board of trustees. The Committee shall also determine the needs, repairs and monetary requirements for the property subject to the Annual Maintenance Assessment for the following year and make recommendations to the Board of Trustees as to the type of work to be performed by the Association for the following year consistent with the purposes of the Annual Maintenance Assessment. The Committee shall further have such additional duties as may be assigned to it from time to time by the Board of Trustees.

Section 2. Design Review Committee. Except for original construction or as otherwise provided in Article VII and these covenants, no building, fence, wall or other Structure shall be commenced, erected, or maintained upon Common Areas or Community Facilities or upon any Lot or property upon which is located all or part of a Living Unit, nor shall any exterior addition to or change or alteration in a Living Unit or Structure be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing, as to harmony of external design, color and location in relation to surrounding Structures and topography, by the Declarant or, after the Development Period, the Board of Trustees. A Design Review Committee shall be appointed by the Board of Trustees and shall be composed of not less than three Members.

ARTICLE VII

DESIGN REVIEW

Section 1. Submission of Plans and Specifications. No Structure on any Parcel shall be remodeled or altered in any way which materially changes the exterior appearance thereof, involves the erection of a new Structure or otherwise increases the area under roof of any Structure (including garage area) unless detailed Plans and Specifications (therefor shall have been submitted to and approved by the Declarant as set forth in Article VI, §2. Such Plans and Specifications shall be in such form and shall contain such information as the Declarant and Association may reasonably require but shall in all cases unless waived by the Declarant and Association include:

(a) a site plan showing the location of all proposed and existing Structures on the Lot and the approximate size in square footage of the first, or ground floor of a Structure and the square footage of the entire Lot;

(b) contours reflecting existing topography and a grading plan showing finished contours, existing environmental features and significant tree stands shall also be shown;

(c) any proposed retaining walls;

(d) proposed fencing; and

(e) architectural plans including structural cross-section, floor plan, decks or balconies, and elevations clearly depicting the design and exterior appearance including specification of materials, color scheme, trim and other details affecting the exterior appearance of the proposed Structures.

Prior to submission of detailed Plans and Specifications for any Structure proposed for any Parcel, the Board may require, and any applicant may submit for tentative approval by the Board, schematic or preliminary Plans and Specifications for any phase or stage thereof. The Board shall either (i) approve the Plans and Specifications, (ii) disapprove them or (iii) approve them with conditions or qualifications.

Section 2. Approval of Plans and Specifications. The Board shall approve any Specifications (whether schematic, preliminary, or detailed) submitted to it with respect to any Lot (or subdivision of parcels) if it finds that they (a) comply with the requirements of this Article and (b) conform to any additional standards or policies promulgated by the Board, upon final approval thereof, a copy of the detailed Plans and Specifications shall be deposited for permanent record with the Board. After the receipt of such final approval by the applicant, the Board shall not revoke such approval. Approval by the Board of detailed Plans and Specifications with respect to any Lot shall not impair the Board's right subsequently to approve a requested

amendment of such Plans and Specifications relating to such Lot (subject to the requirements of this Article).

Section 3. Disapproval of Plans and Specifications. If Plans and Specifications (whether schematic, preliminary or detailed) submitted to the Board with respect to any Lot do not comply with the requirements of this Article as to the information required to be included in the Plans and Specifications, the Board shall either disapprove such plans and Specifications or approve them subject to such conditions and qualifications as the Board may deem necessary to achieve compliance.

Section 4. Failure of the Board to Act. If the Board shall fail to act upon any Plans and Specifications submitted to it within thirty (30) after submission thereof, such Plans and Specifications shall be deemed to have been approved as submitted, and no further action by the Board shall be required. If construction on the proposed alteration or remodeling of a Structure is not commenced on a Lot or before six (6) months from the date of submission of Plans and Specifications, then such "deemed approval" shall be automatically canceled and a new submission shall be required.

Section 5. Rules, Regulations and Policy Statements. The Board may adopt, from time to time, amend, and enforce reasonable rules and regulations pertaining to its authorized duties and activities under this Declaration, and may, from time to time, issue statements of policy with respect to Plans and Specifications (whether schematic, preliminary or detailed) and such other matters as it is authorized to act on. Upon the adoption of any such rule, regulation or policy statement, or any amendment thereof, the Board shall file in its records a copy thereof, certified by the chairman of the Board to be a true and complete copy, and the same shall become effective on the date of such filing. No such rule, regulation or policy statement or any amendment thereof, shall operate to revoke any detailed Plans and Specifications theretofore approved by the Board.

The Board shall maintain the copy of the Rules, Regulations and Policy Statements and of each amendment thereof as a permanent public record and shall make copies thereof available to any interested person at a reasonable cost.

Section 6. Violations. If any Structure situated upon any Lot shall have been construed, erected, placed, remodeled or altered other than in accordance with the approved detailed Plans and Specifications, the Board shall certify a Default to the Owner of the Lot involved, provided, however, that the Board may, upon such conditions as it may determine, waive any such Default if it finds that such Default does not substantially conflict with the policies of the Board.

Section 7. Right of Entry. The Board through its authorized officers, employees, and agents, shall have the right to enter upon any Lot at all reasonable times for the purpose of ascertaining whether such Lot or the construction, erection, placement, remodeling, or alteration of any Structure thereon is in compliance with the provisions of this Article, without the Board or such

officers, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of such action or actions.

Section 8. Fees. The Board may charge reasonable fees for the processing of Plans and Specifications. Such fees may cover the cost of such processing, including inspection costs. Such fees shall be payable at the time of submission of the respective item for approval and shall be paid to the Association.

Section 9. Approval - Not a Guarantee. No approval of plans and specifications and no publication of standards shall be construed as representing or implying that such plans, specifications or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any Living Unit or other improvement built in accordance therewith will be built in a good and workmanlike manner. Neither Declarant, the Association, nor the Design Review Committee shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved pursuant to the terms of this Article, any loss or damage to any person arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the non-compliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specifications.

ARTICLE VIII

USE RESTRICTIONS

Section 1. Prohibited Uses and Nuisances – All Living Units and Lots. Except for activities of the Developer during the Development Period, the following provisions shall apply to all Living Units and Lots:

(a) No noxious or offensive trade or activity shall be carried on upon any Lot or within any Living Unit situated upon the Property, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or the other Owners of the Property.

(b) The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number shall be and is hereby prohibited on any Lot or within any Living Unit situated upon the Property, except that this shall not prohibit the keeping of dogs, cats and/or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes. Dogs and cats must be kept within the confines of the Owner's Living Unit or Lot, except when being held on hand leash by person attending animal. Owners and/or harborers of dogs and cats shall be liable for any damage caused by such animals. Subject only to the provisions of Article III, Section 5, the Association acting through its Board of Trustees

may suspend for reasonable length of time the voting rights and the rights to use the Common Areas and Community Facilities of any person who violates this subparagraph (b).

(c) 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.

(d) Trash and garbage containers shall not be permitted to remain outside any Living Unit except on days of trash collection.

(e) In order to facilitate the free movement of vehicles, no automobiles belonging to the residents shall be parked on the paved portion of any Common Driveway or private street, except during bona fide temporary emergencies.

(f) No sound hardwood trees or shrubbery shall be removed from any Common Areas or Community Facilities without the written approval of the Association acting through its Board of Trustees or duly appointed committee. All plantings in the median strips, landscaping islands or along right-of-ways shall be subject to review by the Butler County Engineer's Office and Union Township. Union Township shall have the final authority to remove any planting which impedes traffic or traffic visibility to insure public safety.

(g) 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 for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels. Any structure, planting or other material which represents a safety problem (i.e. site restriction) shall be removed at Owner's expense.

(h) There shall be no violation of any rules for the use of the Common Areas, Community Facilities which may from time to time be adopted by the Board of Trustees and promulgated among the membership by them in writing, and the Board of Trustees is hereby and elsewhere in this Declaration authorized to adopt or amend such rules.

(i) 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(s), bedroom(s), recreation room(s), etc.

(j) No fence or wall of any kind, specifically including the use of hedge or other growing plants as a fence, and for any purpose, except a retaining wall, shall be erected, placed or suffered to remain upon any Lot without the specific approval of Declarant or the Association.

(k) Except as herein elsewhere provided, no junk vehicles, commercial vehicles, trailers, boats, trucks of more than one ton, structures of a temporary character, recreational vehicles, trailers, tents, shacks, barns or temporary or permanent outbuildings, excepting doghouses not maintained for commercial purposes, shall be kept or used upon the Lots or Common Areas, nor

(except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of its Board of Trustees provide and maintain a suitable area designated for the parking of such vehicles or the like. Notwithstanding the provisions hereof, Developers and their subcontractors may, for the purpose of business use in connection with the development of the Properties or construction of Living Units thereon, maintain trucks, equipment, temporary offices (including trailers) and structures in connection with such development and construction.

(l) No signs, letters, numbers, symbols, markings or illustrations shall be erected, posted, attached, or displayed upon, or on any Lot or Living Unit except:

- (i) street and identification signs installed by the Association or the Declarant;
- (ii) one temporary sign, approved by Declarant, informing the public that the real estate is for sale, lease or rent, provided that the sign must not exceed five square feet in area and must be erected upon the real estate to which it refers;
- (iii) a post office house number for designation of home location.

No sign, name plate or postal house number shall be animated or illuminated. This subsection shall not apply to any Developer as long as there exists a Class B member, or, at any time, to a sign, placed by or on behalf of a Developer, advertising or marking Wetherington or any unit therein.

(m) No outside television or radio aerial or antenna, or other aerial or antenna for reception or transmission, or satellite dish shall be maintained on any Lot or Living Unit.

(n) The covenants and restrictions set forth in this Section 1 pertaining to Living Units and Lots may be altered, amended or rescinded, in full or in part by resolution approved by seventy-five (75%) percent of the total number of votes held by Class A Members and seventy-five (75%) percent of the total number of votes held by the Class B Member.

Section 2. Residential Use. All of the Living Units shall be used for private residential purposes exclusively except that a Developer may use Living Units as models and as offices in connection with the marketing or sale of Lots or Living Units in Wetherington.

Section 3. Right of Association to Remove or Correct Violations of this Article. The Association may, in the interest of the general welfare of all of the Owners, and after reasonable notice to the Owner, enter upon any Lot or the exterior of any dwelling at reasonable hours for the purpose of removing or correcting any violation or breach of any attempted violation of any of the covenants and restrictions contained in this Article, or for the purpose of abating anything herein defined as a prohibited use or nuisance, provided however, that no such action shall be taken without a resolution of the Board of Trustees of the Association or by the Architecture and

Maintenance Committee. All charges incurred by the Association in obtaining access to any Lot or property covered under this Section and any charges incurred by the Association in correcting the violation hereunder, (including court costs and reasonable attorney's fees) shall constitute a charge against the Lot and a personal obligation of the Owner thereof, and the Association shall have a lien upon the property and Lot for such expenses, and including costs of collection of said lien amount, which lien shall be subordinate to first mortgages as provided in Article V, Section 13.

Section 4. Developer's Reservation of Entry Rights. The Declarant for itself and any Developer reserves the right for a period of five (5) years after the sale of a Lot by the Declarant or Developer to an Owner to enter upon the Lot for purposes of correcting grade and drainage patterns for the benefit of the entire Properties, provided that the Lot shall be restored with any pavement, grass or sod which shall have been removed.

Section 5. Declarant's & Association's Right to Grant Easements. Notwithstanding any other provision of this Declaration, as long as there exists Class B membership, the Declarant, and thereafter the Association is authorized without consent of the Members to grant across, through or under any Lot, Common Area, or Community Facility easements for utilities, public services, walks, trails, signage maintenance and for construction purposes, deemed by the granting party to be necessary or convenient in the Development or enjoyment or Wetherington, provided that no easement shall be granted across, through, or under any Living Unit or Structure, which restricts ingress or egress to such Living Unit or Structure.

Section 6. Arbitration. In the event of any dispute between Owners regarding the application of these restrictions or any rule or regulation, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time and place for a hearing thereon within thirty (30) days thereafter, and give written notice to each party thereof not less than five days in advance of such hearing. The Board, after hearing such evidence and arguments as it deems proper, shall render a written decision on the matter to each party within thirty (30) days after such hearing. No legal action may be instituted by either party on such a dispute unless the arbitration provided for herein has occurred, or unless both parties have waived the requirement for arbitration.

ARTICLE IX

CABLE TELEVISION DISCLOSURE

The Association has entered into a Bulk Rate Cable Television Agreement for the provisions of cable television services to all Living Units within the Properties. To facilitate cable television service, all Living Units will be pre-wired for cable television. Ownership of all lines and equipment comprising the cable television system, including, but not limited to, any part thereof installed within any Living Unit (the "System"), shall be and remain the personal property of the cable television provider. No portion of the System installed within a Living

Unit shall become a fixture of the Living Unit and Members shall have no ownership interest in any portion of the System. No party other than the cable television provider shall be permitted to use any portion of the System including, without limitation, any portion of the System installed within a Living Unit, without the cable television provider's prior written consent, which consent may be withheld by the cable television provider in its sole and absolute discretion. Upon termination of the Bulk Rate Cable, Television Agreement, the cable television provider may, but shall not be required to, remove all or any portion of the System after reasonable notice to the Association and all Members, provided no material or substantial injury to real property would result from such removal. In no event, however, shall the cable television provider be deemed to have abandoned the System and the cable television provider may continue to use the System to provide cable services on an individual subscriber basis. The cable television provider is hereby granted an easement to own, operate and maintain the cable television wires and other portions of the System within each Living Unit without cost to the cable provider.

ARTICLE X

CLUB DISCLOSURE

Club Facilities. An affiliate of Declarant, Wetherington Development Corporation, dba Wetherington Golf and Country Club ("WGCC") or other parties may from time to time provide club facilities at Wetherington (including without limitation a golf course, clubhouse, tennis courts or a swimming pool) which are separate from the Common Areas of the Association (the "Club Facilities"). The Club Facilities shall be developed and provided by WGCC in accordance with the Plan for the Offering of Memberships in Wetherington Golf and Country Club (the "Plan"). Membership in the Club shall entitle the member to access to and use of the Club Facilities in accordance with the membership category acquired. Ownership of Property or membership in the Association do not give any vested right or easement, prescriptive or otherwise, to use the Club Facilities, and does not grant any ownership or membership interest in the Club Facilities.

ARTICLE XI

EASEMENTS FOR WETHERINGTON GOLF & COUNTRY CLUB

There is hereby reserved for the benefit of WGCC, its successors and assigns, the following transferable, alienable and perpetual rights and easements:

(a) **Utility Easements.** The right and easement for the installation and maintenance, repair, replacement and use within the Common Areas and those portions of Lots for monitoring security systems and utility facilities and distribution lines, including without limitation drainage systems, storm sewers and electrical gas, telephone, water, sewer, and the right and easement

for the drainage and discharge of surface water onto and across Common Areas and Lots, provided that such drainage and discharge do not materially damage or affect the Common Areas or Lot or any improvements from time to time located thereon.

(b) Ingress and Egress. The right and easement on, over and across all of the roads, streets and sidewalks constructed and maintained as part of the Common Areas for ingress and egress to WGCC's Property for the benefit of its members, agents, employees, contractors, invitees, and other authorized users of the Club together with such other easements and benefits as shall be mutually agreed upon by Declarant, the Association and WGCC.

(c) Pedestrian and Golf Cart Paths. The right and easement on, over, and across the Common Areas and such portions of the Lots which are within ten (10) feet of any Lot boundary line and/or golf easement line which is adjacent to WGCC's Property, for all members, guests and other authorized users of the golf course for the use of pedestrian and golf cart paths located on such portions of the Development and serving the golf course.

(d) Construction, Maintenance and Repair. The right and easement on, over, through, under and across the Common Areas and such portions of any Lot as WGCC may desire from time to time for the maintenance, construction and repair of WGCC's Property and golf easement as shall be mutually agreed upon by Declarant, the Association and WGCC.

(e) Entry by Golfers. Each Lot, Living Unit and any 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 (30) feet of any such golf course, Property and golf easement 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 Development.

ARTICLE XII

GOLF COURSE AREAS

Owners of Lots and Living Units adjacent to all golf course areas 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 any golf courses located on WGCC's Property. 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.

ARTICLE XIII**REPURCHASE OPTION**

Declarant hereby reserves unto itself, its successors and assigns the right and option to purchase any Lot or Living Unit within the Development which is offered for sale by the owner thereof, such option to be at the price and upon the terms and conditions of any bona fide offer for such Lot or Living Unit which is acceptable to such Owner and which is made to such Owner by a third party (or any offer made by such Owner that is acceptable to a third party). Upon the receipt (or making) of any such offer by an Owner, such Owner shall promptly submit a copy of the same to Declarant, and Declarant shall have a period of three (3) business days from and after Declarant's actual receipt of such copy from such Owner in which to exercise its purchase option by giving such Owner written notice of such exercise. If Declarant fails to respond or to exercise such purchase option within said three (3) business day period, Declarant shall be deemed to have waived such purchase option. If Declarant declines to exercise such option Declarant shall execute an instrument evidencing its waiver of its repurchase option, which instrument shall be in recordable form. In the event that Declarant does not exercise its purchase option in which sale to a third party is not consummated on such terms within six (6) months of the date in which the offer is transmitted to Declarant, the terms and limitations of this Article shall again be imposed upon any sale by such Owner. If Declarant shall elect to purchase such Lot or Living Unit the transaction shall be consummated within sixty (60) days following delivery of written notice by Declarant to such Owner of Declarant's decision to so purchase such Lot or Living Unit.

ARTICLE XIV**STORM WATER MANAGEMENT**

Section 1. Storm Water Facilities. As indicated on the record plat or plats for the Property, Storm Sewer Easements and Private Drainage Easements have been granted over certain portions of the Lots for the benefit of the Association, and the common use and enjoyment of the Owners.

Section 2. Maintenance of Storm Water Facilities. The Association shall be responsible for the care and maintenance of the Storm Water Facilities in accordance with the Maintenance Chart attached hereto as Exhibit "F" and in a manner satisfactory to the Butler County, Ohio, Engineer, including the replacing of any piping and the maintaining of good appearances around these easement areas. As to detention basin and private drainage easement areas, it shall be the responsibility of the individual Owner of Lots on which such areas are contained to maintain and keep these areas clean and unobstructed and to cut grass or other vegetation growing in these areas. The Association shall be responsible for any required maintenance of pipes, concrete

gutters, fixtures, mechanic devices, or for capital improvements thereto. Should the Owner fail to maintain to the extent required, the Association may do so, after notice, and assess the Owner for the cost. The assessment shall be a lien on the Owner's Lot to the same extent as other liens provided for in Article IV herein and shall be in addition to the assessment set forth in Article IV hereof.

ARTICLE XV

FEDERAL HOME LOAN MORTGAGE CORPORATION

Section 1. The following provisions are included herein for the benefits of the holders of first mortgages on any Lot within that portion of Wetherington which is subject to the provisions of this Declaration (PUD), in order to permit compliance with the requirements of the Federal Home Loan Mortgage Corporation (FHLM) as a condition to the purchase of loans on Living Units in the PUD. The covenants and provisions hereinafter set forth shall run in favor only of the first mortgage holders, and the provisions hereinafter set forth may be altered, amended, revised or rescinded by actions of the Board of Trustees of the Association, without approval of the Members of the Association, but only without such approval to the extent that such alteration, amendment, revision or rescission is necessary to comply with the requirements of FHLM.

Section 2. It is provided as follows:

(a) Unless at least sixty-six and two-thirds (66-2/3%) percent of the first mortgagees (based upon one vote for each first mortgage owned) or Owners (other than the Declarant or Developer) of the individual units in the PUD have given their prior written approval, the Association shall not be entitled to:

- (i) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common property owned, directly or indirectly, by such homeowners association for the benefit of the units in the PUD (the granting of easements for public utilities or for other public purposes consistent with the intended use of such common property by the Association shall not be deemed a transfer within the meaning of this clause);
- (ii) change the method of determining the obligations, assessments, dues or other charges which may be levied against a PUD unit owner;
- (iii) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of units, the exterior maintenance of units, the maintenance of units, the maintenance of the common property party

walks or common fences and driveways, or the upkeep of lawns and plantings in the PUD;

- (iv) fail to maintain fire and extended coverage on insurable PUD common property on a current replacement cost basis in an amount not less than one hundred (100%) percent of the insurable value (based on current replacement cost);
- (v) use hazard insurance proceeds for losses to any PUD common property for other than the repair, replacement or reconstruction of such common property.

(b) First mortgagees of PUD units may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any PUD common property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such common property and first mortgagees making such payments shall be owed immediate reimbursement therefor from the PUD homeowners association. All first mortgagees of units in the PUD shall be entitled to such reimbursement.

(c) A first mortgagee, upon request, is entitled to written notification from the homeowners association of any default in the performance by the individual PUD unit Borrower of any obligation under the PUD constituent documents which is not cured within sixty (60) days.

ARTICLE XIV

MISCELLANEOUS

Section 1. Duration. Except where permanent or perpetual easements or other permanent rights or interests are herein created the terms and provisions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or by any of the Lot Owners, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date of recordation of this Declaration, after which the Declaration shall be automatically extended for successive periods of ten (10) years in perpetuity, unless a recorded instrument signed by the then Owners of two-thirds (2/3) of the Lots have been recorded, agreeing to terminate the Declaration.

Section 2. Amendment. The Declaration may be amended, from time to time as follows:

A. **By Declarant:** The Declarant reserves the right and power, and each Lot Owner by acceptance of a deed to a Lot is deemed to consent to and does with an

interest, which shall run with the title to the Lot, and is irrevocable except by Declarant for a period of fifteen (15) years from the date hereof, to amend this Declaration to the extent necessary to conform to any requirements imposed or requested by any governmental agency, public authority or financial institution, (including the U.S. Department of Housing and Urban Development, the U.S. Veteran's Administration, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or similar agency), without the approval of the Lot Owners, or to the extent necessary to enable Declarant or any other Developer to meet any other reasonable need or requirement in order to complete the development of the Property and to facilitate the making and marketing of first mortgages upon any of the Lots. Any amendment must be recorded and shall take effect only upon recording.

B. By Lot Owners. Except as otherwise provided in this Declaration, this Declaration may be amended at any time by an instrument executed by persons or entities enabled to exercise seventy-five (75%) percent of the voting power of both classes of the Association; provided, however, that Declarant's rights hereunder may not be amended or altered without Declarant's prior written consent. Any amendment must be recorded and shall take effect only upon recording.

Section 3. Personal Liability. Nothing in this Declaration, the Articles or the regulations of the Association, or any rules or regulations enacted pursuant to any of the aforesaid, shall impose personal liability upon any Member of the Board of Trustees or any officer of the Association acting in his capacity as such, for the maintenance, repair or replacement of any Living Unit or of any part of the Common Areas or give rise to a cause of action against any of them except for damages resulting from their own willful omissions or misconduct and each person who becomes an Owner or Member hereby releases and discharges all persons now or hereafter serving as an Officer or Trustee, or both, from any liability for injury or damages to such Member or Owner or to such Member's or Owner's property and covenants not to initiate any legal proceedings against any such person or persons unless such said person is covered by insurance and in such event the amount of recovery shall be limited in the amount of insurance.

Section 4. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 5. Enforcement. Except as provided in Article VIII, enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants or restrictions, either to restrain or to enjoin violation or to recover damages, and against the land to enforce any lien created by these covenants; and the failure or forbearance by the Association or 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.

Section 6. Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way effect any other provision hereof, each of which shall remain in full force and effect.

Section 7. Conflicts. In the case of any conflict between this Declaration and either the Articles of Incorporation or the By-Laws of the Association, the Declaration shall control.

Section 8. Condemnation.

(a) In the event any Lot or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or are otherwise sought to be acquired by a condemning authority, the net proceeds of any award or settlement shall be the property of the Lot Owner and the holder of the first mortgage, to the extent of their respective interests. Each Lot Owner shall give the holder of a first mortgage on the Owner's Lot timely written notice of such proceeding or proposed acquisition.

(b) In the event any Common Area, Community Facility or Limited Common Area or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or otherwise sought to be acquired by a condemning authority, the proceeds of any award or settlement shall be distributed to the Association for the common benefit of the appropriate Members.

Section 9. Professional Management Contracts. The Association may delegate all or any portion of its authority to discharge its responsibilities herein to a manager or managing agent. Any management agreement shall not exceed three (3) years and shall provide for termination by either party without cause or without payment of a termination fee on ninety (90) days or less written notice.

Section 10. Non-Liability of Declarant. Neither Declarant nor its representative, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to it by or pursuant to this Declaration or the By-Laws, whether or not such claims shall be asserted by an Owner, Occupant, the Association, or by any person or entity claiming through any of them; or shall be on account of injury to person or damage to or loss of property wherever located and however caused. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Property or any part thereof becoming out of repair or by reason of any act or neglect of any Owner, Occupant, the Association and their representative agents, employees, guests and invitees or by reason of any neighboring property or personal property located on or about the Property, or by reason of the failure to furnish or disrepair of any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.) except as provided by any written warranty provided to an owner or the Association.

Section 11. Gender and Grammar. The singular, whenever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other forms of business organizations, or individuals, men or women, shall in all cases be assumed as though in such case fully expressed.

IN WITNESS WHEREOF, the said WETHERINGTON ASSOCIATES LIMITED PARTNERSHIP, an Ohio Limited Partnership, by Wetherington Development Corporation, General Partner, by Thomas H. Humes, President, has hereunto set his signature on the day and year first written above.

Signed and acknowledged
in the presence of:

WETHERINGTON ASSOCIATES
LIMITED PARTNERSHIP

By: Wetherington Development
Corporation, General Partner

By: Thomas H. Humes
Thomas H. Humes, President

James E. Keifer
Keifer
Robert R. Reinders
Reinders

STATE OF OHIO, COUNTY OF HAMILTON, SS:

BE IT REMEMBERED, that on this 17 day of September, 1991, before me, the subscriber, a Notary Public in and for said State, personally appeared Thomas H. Humes, President of Wetherington Development Corporation, General Partner, Wetherington Associates Limited Partnership, the Declarant in the foregoing instrument, and acknowledged the signing thereof to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal, on the day and year last aforesaid.

Lisa A. Porter
Notary Public

This Instrument was prepared by:
DANIEL M. BENNIE, ESQ.
of
BARRON, PECK & BENNIE
1420 Central Trust Tower
Cincinnati, Ohio 45202
513/721-1350



LISA A. PORTER
Notary Public, State of Ohio
My Commission Expires April 19, 1995

CONSENT OF MORTGAGEE

The undersigned, GENERAL ELECTRIC CAPITAL CORPORATION, is the holder of a Mortgage Deed to the real estate described in the foregoing Declaration for Wetherington Community Associates, Inc. from Wetherington Associates Limited Partnership, an Ohio Limited Partnership, dated November 15, 1990, and recorded in Mortgage Book 2142, Page 575, of the Mortgage Records of Butler County, Ohio.

GENERAL ELECTRIC CAPITAL CORPORATION hereby consents to the execution and delivery of the Declaration, together with the exhibits thereto, and consent to the filing thereof in the office of the Recorder of Butler County, Ohio. GENERAL ELECTRIC CAPITAL CORPORATION hereby subjects and subordinates the above-described mortgage to the provisions of the foregoing Declaration with all exhibits attached thereto.

IN WITNESS WHEREOF, GENERAL ELECTRIC CAPITAL CORPORATION has caused the execution of this Consent of Mortgage this 30th day of September, 1991, by its duly authorized officers.

Signed and acknowledged
in the presence of:

GENERAL ELECTRIC CAPITAL CORPORATION

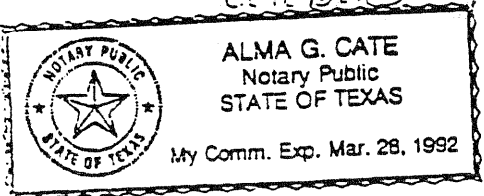
Ima J. Payne
Brady Harter
STATE OF

By: Peter A. Cowin
By: Investment Manager

SS:
COUNTY OF

Before me, a Notary Public in the aforesaid county, personally appeared the above-named GENERAL ELECTRIC CAPITAL CORPORATION, by Peter A. Cowin, its Investment Manager, and _____, its _____, each of whom acknowledged that he did sign the foregoing instrument on behalf of said Corporation and by authority of its Board of Directors, and that the same is the free act and deed of said Corporation and the free act and deed of each of themselves as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this 3rd day of September, 1991.



Alma G. Cate
Notary Public