

*DECLARATION OF  
COVENANTS,  
CONDITIONS AND  
RESTRICTIONS AND  
RESERVATION OF  
EASEMENTS FOR  
THE WOODS OF  
LOGSDON'S RIDGE  
HOME OWNERS  
ASSOCIATION*

RECEIVED FOR RECORD  
JOYCE B. THALL, RECORDER  
BUTLER COUNTY, OHIO

DECLARATION OF

92 AUG 21 AM 10:00 COVENANTS, CONDITIONS AND RESTRICTIONS

RECORD Deed AND RESERVATION OF EASEMENTS

FEE 66- FOR

THE WOODS OF LOGSDON'S RIDGE HOME OWNERS ASSOCIATION

TRANSFER NOT NECESSARY  
JAMES M. BROWN  
BY James M. Brown DEPT  
AUDITOR, BUTLER CO., OHIO

THIS DECLARATION, is made on the date hereinafter set forth by Harry Thomas, Jr.,  
Trustee, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real estate in the Liberty Township, Butler  
County, Ohio, which is more particularly described in Exhibit "A" attached hereto and incorporated  
herein by reference.

WHEREAS, Declarant is developing said property as a subdivision known as Logsdon's  
Ridge Section Four for which Declarant will construct an entrance and storm water drainage and  
retention facilities to be managed and maintained by The Woods of Logsdon's Ridge Home Owners  
Association in accordance with the requirements of the Butler County Engineer, and

WHEREAS, it is the Declarant's intent to construct only the storm water drainage and  
retention facilities and subdivision entrance as "Common Area" improvements to be maintained by  
the "Association" initially.

NOW, THEREFORE, Declarant hereby declares that all of the real estate described above  
shall be held, sold and conveyed subject to the following easements, restrictions, covenants and  
conditions which are for the purpose of protecting the value and desirability of, and which shall run  
with the real estate and be binding on all parties having any right, title or interest in it or any part  
of it, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

1.1 "Association" shall mean and refer to The Woods of Logsdon's Ridge Home Owners Association, its successors and assigns.

1.2 "Board" shall mean the Board of Trustees of The Woods of Logsdon's Ridge Home Owners Association.

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

1.4 "Lot" shall mean and refer to the physical portion of the Property designated for separate ownership or occupancy, the boundaries of which are graphically shown as Lot 142 through and including Lot 188 on the plat of Logsdon's Ridge Section Four recorded in Envelope 2162 at Pages A, B and C of the Butler County, Ohio Recorder's Plat Records.

1.5 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot (as hereinafter defined) 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.

1.6 "Common Area" shall mean all real property (including the improvements thereto) to be managed by the Association or owned by the Association in fee, by lease, by easement, or the like.

1.7 "Plat" shall mean and refer to the plat of Logsdon's Ridge Section Four Subdivision which contains Lot 142 through and including Lot 188 and which is recorded in Envelope 2162 at Pages A, B and C of the Butler County, Ohio Recorder's Plat Records.

1.8 "Private Drainage Easements" are shown on the Plat and shall include the concrete gutters and outlet structures, storm sewers, manholes, catch basins, pipes, headwalls, dams, aeration systems, streams, ditches, rip rap, and rock if used for channel protection.

1.9 "Landscaping and Sign Easements" are shown on the Plat and shall include all structures, footers, conduit, light fixtures, shrubs, trees, plants and flowers.

1.10 "Occupant" means any person in possession of a Lot or the dwelling constructed thereon, whether or not such possession is lawful, and shall include but not be limited to, an Owner's family members, guests, invitees, tenants and lessees.

1.11 "Declarant" shall mean and refer to Harry Thomas, Jr., Trustee, his successors and assigns. The Declarant, his successors or assigns subject to the terms of this Declaration, may acquire unplatted real property which adjoins any property already included within the jurisdiction of the Association which is intended to be developed into Lots and bring it within the jurisdiction of the Association.

## ARTICLE II

### COMMON AREA AND EASEMENTS

2.1 Description. The Common Area shall be any portion of the Property to be managed by the Association or owned by the Association in fee or by easement or leased to the Association. The Common Area shall include the Landscaping and Sign Easements and the Private Drainage Easements as shown on the Plat. The Association shall maintain the Landscaping and Sign Easements and Private Drainage Easements and any structures or improvements located thereon.

2.2 Easements. The Lots and Common Area shall be subject to certain easements. These easements shall be appurtenant to and pass with the title to the Lots.

2.2.1 Access. Each Lot is subject to and benefited by an easement for ingress and egress in favor of the Association for the purpose of performing any of its responsibilities described in this Declaration.

2.2.2 Enjoyment. The Common Area shall be subject to an easement of enjoyment in favor of the Lots and Owners. Such easement shall be limited to the purposes for which the Common Area is created. Nothing herein shall be construed to provide any right of access to any Lot by any person who is not the Owner of that Lot, except as provided in Section 2.2.1 or Section 2.2.3 of this Declaration.

Access to any lake which is located in a Private Drainage Easement shall be restricted to the Owner or Owners whose Lot or Lots adjoin it.

2.2.3 Drainage. The Private Drainage Easements shall be maintained by the Association as hereinafter set forth. No Owner shall do anything within a Lot which shall unreasonable increase or divert the flow of surface water.

2.3 Owner's Delegation Rights. Any Owner may delegate his or her easement rights and rights of enjoyment to the Common Area to any Occupant, and any guests, invitees, tenants or lessees thereof. Any Owner who has leased his or her Lot shall be deemed to have delegated such rights. Any such delegation, however, shall be in accordance with and subject to reasonable rules, regulations and limitation as may be adopted by the Association in accordance with its Code of Regulations.

2.4 Limitation on Easements. All easements and rights granted herein are subject to:

2.4.1 All restrictions set forth in this Declaration;

2.4.2 Any rules and regulations adopted by the Association and the right to enforce such rules and regulations;

2.4.3 The right of the Association to levy assessments as set forth herein; and

2.4.4 All rights granted to the Association in this Declaration.

### ARTICLE III

#### DRAINAGE

3.1 Surface Water Drainage. The Association shall maintain and administer the Private Drainage Easements as shown on the Plat and any structures or improvements thereon. Such maintenance shall be in accordance with the guideline set forth by the Butler County Engineer. The Association shall have primary responsibility for the maintenance of any pipes, concrete gutters or mechanical devices serving or being a part of the Private Drainage Easements. By acceptance of such responsibility, the Association shall not be liable for any damage caused by surface water, erosion, landslide or other similar causes, unless such damage was proximately caused by its failure to exercise ordinary care in carrying out its duties and responsibilities. Each Owner shall have primary responsibility for grass-cutting and vegetation control within the Private Drainage Easements located on his or her Lot. Such responsibility shall include keeping those easements clean and unobstructed.

3.2 Dedication. The Association may dedicate or transfer responsibility for surface water drainage to any governmental authority if such dedication or transfer becomes possible.

3.3 Access to Lots. For the purpose solely of performing the maintenance required or authorized herein, the Association through its duly authorized agents or employees, or subcontractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day.

### ARTICLE IV

#### MEMBERSHIP AND VOTING RIGHTS

4.1 Formation and Membership. The Declarant has caused or will cause to be created in accordance with Chapter 1702 of the Ohio Revised Code, a non-profit corporation named The

Woods of Logsdon's Ridge Home Owners Association. The purposes of the Association are to administer and maintain the Common Area and to promote the general health, safety and welfare of the Owners of the Lots.

Membership in the Association shall be limited to Owners, and all Owners shall be members. Each Owner, upon acquisition of title to a Lot shall automatically become a member of the Association. Membership shall terminate upon the sale or other disposition of the Lot.

4.2 Voting Rights. The Association shall have two classes of voting membership:

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

4.2.2 Class B Member(s) shall be the Declarant and he shall be entitled to ten (10) votes for each Lot that he owns. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

4.2.2.1 when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

4.2.2.2 January 1, 1999.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENT

5.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The

annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

5.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

5.3 Maximum Annual Assessment. Beginning January 1, 1993, the maximum annual assessment shall be One Hundred and 00/100 (\$100.00) Dollars per Lot.

5.3.1 After January 1, 1994, the maximum annual assessment may not be increased by more than 10% above the maximum assessment for the previous year without a vote of the membership.

5.3.2 After January 1, 1994, the maximum annual assessment may be increased more than ten (10%) percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

5.3.3 The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

5.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year (or such longer time as the Association may deem advisable) for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related



therein; provided that any such special assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

5.5 Notice and Quorum for Any Action Authorized Under Sections 5.3 and 5.4. Written notice of any meeting called for the purpose of taking any action authorized under Section 5.3 or 5.4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

5.6 Uniform Rate of Assessments. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, semi-annual or annual basis.

5.7 Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on January 1, 1993. Declarant shall maintain the Common Area at his expense until that date. The Board of Trustees shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Trustees. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

5.8 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen (18%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot.

5.9 Subordination of the Lien to Mortgages. 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 proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the liens thereof.

5.10 Perfection. Recording of this Declaration constitutes notice and perfection of the lien for the assessments provided for herein.

5.11 Notice of Lien. The Association may file a notice of lien with the Recorder of Butler County, Ohio. Such notice shall not be required for the Association to enforce its lien.

5.12 Extinguishment of the Lien. A lien for unpaid assessments is extinguished unless proceedings to enforce it are instituted within five (5) years after the later of: (a) the date the full amount of the assessment becomes due; or (b) the date the notice of lien is filed with the Butler County, Ohio Recorder.

## ARTICLE VI

### ARCHITECTURAL CONTROL

6.1 Approval Required. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration

therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the appropriate entity. Review of the construction of the original dwellings and related construction shall be by the Declarant or his designee and all other review shall be by the Board of Trustees of the Association or by an architectural committee composed of three (3) members appointed by the Board. Such plans and specifications shall be reviewed as to harmony of external design and location in relation to surrounding structures and topography in accordance with the requirements hereinafter set forth. In the event that the Declarant, the Board, or its designated committee, fails to approve or disapprove said plans and specifications within thirty (30) days after submission, approval will not be required and full compliance with this Article shall be deemed to have occurred.

6.2 Covenants, Conditions and Requirements. The following requirements shall be applicable to the Properties:

6.2.1 General Conditions: Each Lot shall be used only for residential purposes. No building shall be erected, altered, placed or be permitted to remain on any Lot other than one detached single-family dwelling with a private garage which is to be attached to the principal dwelling.

6.2.2 Dwelling Floor Areas: The floor area of the main dwelling (exclusive of porches, decks, basements and garage) shall be no less than two thousand (2,000) square feet for a ranch type dwelling, two thousand five hundred (2,500) square feet for a two-story dwelling. Contemporary designs having a lesser floor area than the above stated, however, may be approved if said design shall have a volume comparable to the above stated.

6.2.3 House Placement and Yard Grading: Houses shall conform to existing grade and drainage patterns. Existing grades at lot lines shall not be altered more than three (3) feet

without written consent of the Declarant or his designee. Each Lot Owner and/or builder shall endeavor to retain as much of the natural woods as is practical.

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

6.2.5 Driveways: Gravel or dirt driveways are prohibited.

6.2.6 Water Discharge: Storm water must be disposed of in accordance with drainage plans on file with the Butler County Engineer.

6.2.7 Radio and Television Antennas: All radio and television and other antennas must be enclosed within the residence located on the Lot. All satellite dishes are prohibited.

6.2.8 Air Conditioning and Heat Pump Equipment: Such equipment shall be screened from view and shall be located only in side yards, except for corner yards.

6.2.9 Awnings: No metal or plastic awnings for windows, doors or patios may be erected or used.

6.2.10 Exterior Carpeting: No exterior carpeting shall be allowed if it is visible from the street or any neighboring Lot.

6.2.11 Lighting Exterior: Christmas lights may be erected no sooner than four weeks prior to and removed no later than four weeks after Christmas.

Mercury vapor yard lights in excess of 50 watts are prohibited.

6.2.12 Completion: Construction of a residential building on any Lot shall be completed within one (1) year from the date construction is started.

## ARTICLE VII

### USE RESTRICTIONS AND MAINTENANCE

7.1 Restrictions. The Property shall be subject to the following restrictions:

7.1.1 Purpose of Property: The Property shall be used only for residential purposes and common recreational purposes auxiliary thereto.

7.1.2 Nuisance: No obnoxious or offensive activity of any kind shall be engaged in on any Lot nor shall any Owner or Occupant thereof engage in any activities that interfere with the quiet enjoyment, comfort and health of the Occupants of adjacent neighboring Lots.

7.1.3 Animals and Pets: No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept; provided that they are not kept, bred or maintained for any commercial purpose. Exterior compounds, doghouses, houses, cages or kennels for the keeping of dogs, cats or other household pets or hunting dogs are prohibited.

7.1.4 Signage: No sign of any kind shall be displayed to the public view on any Lot except (a) one professional sign of not more than two square feet; (b) one sign of not more than three square feet advertising the Lot for sale; (c) and signs used by the Declarant to advertise the property during the construction or sale period.

7.1.5 Temporary Structures. No temporary building, mobile home, trailer, tent or storage shed, placed upon a Lot shall be used at any time as a residence, temporarily, or permanently before, during or after construction.

7.1.6 Maintenance. Each and every Lot and house thereon shall be maintained by the Owner thereof in a reasonable manner in accordance with the general standards of maintenance prevailing throughout the Property. All Lots shall be kept free of debris and clutter and shall be kept mowed. This paragraph shall not apply to any Lots owned by the Declarant and held for sale.

7.1.7 Fencing, Storage Sheds, Pools. No fences or other Lot dividers, swing sets, basketball boards, recreational equipment, clothes hanging fixtures, storage sheds or swimming pools may be erected or installed on any Lot unless such Lot Owner has first obtained written approval

of the Board or the architectural committee appointed by the Board. The Board may promulgate guidelines for the installation of recreational equipment and for fencing which may deny or restrict installation on specific Lots.

Above ground pools and pools designed for above ground use are prohibited.

7.1.8 Automobiles, Recreational Vehicles, Boats, Travel Trailers. No recreational vehicle, boat, or travel trailer shall be parked or stored on any Lot unless the same is in an enclosure or garage and completely out of view. Trucks exceeding a three-quarter (3/4) ton rating are prohibited (except moving vans and construction trucks for such purposes only) unless such trucks are kept in an enclosure or garage and completely out of view.

No vehicle in inoperable condition shall be stored on any Lot for a period in excess of ten (10) days unless the same is in an enclosure or garage and completely out of view.

7.1.9 Garage and Yard Sales. There shall be no more than two (2) garage or yard sales held by the Owner or Occupant of any Lot during any one year period.

7.2 Maintenance. The Properties shall be maintained as follows:

7.2.1 Lots. Each Owner shall maintain his or her Lot in accordance with the prevailing custom in the Properties.

7.2.2 Common Driveways. The common portion of any driveways which serve more than one Lot shall be maintained on an equal basis by all of the Owners of the Lots benefitted thereby.

7.2.3 Common Area. The Common Area and any structure or improvement located thereon shall be maintained by the Association.

## ARTICLE VIII

## GENERAL PROVISIONS

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

8.2 Severability. Invalidation of any one of these restrictions, conditions, covenants, reservations, liens or charges by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

8.3 Binding Effect and Amendment. The restrictions, conditions, covenants, and reservations of easements contained in of this Declaration or any one of them, shall inure to the benefit of each Owner of a Lot, his heirs, successors and assigns and shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than sixty-six and  $\frac{2}{3}$  (66  $\frac{2}{3}$ %) percent of the Lot Owners, and thereafter by an instrument signed by not less than fifty (50%) percent of the Lot Owners. Any amendment must be recorded. No amendment to the restrictions, conditions, covenants and reservations of easements of this Declaration shall be binding upon any Lot owned by the Declarant or upon any additional property annexed to the terms of this Declaration by the Declarant, or upon any Lot upon which a single-family dwelling has not yet been erected unless the Declarant or any such Lot Owner agrees in writing to said amendment in a recorded writing.

8.4 Right to Amend Documents. Notwithstanding anything above to the contrary, this Declaration may be amended at any time without the vote of Owners by a written instrument executed by the Declarant for the purpose of eliminating or correcting any typographical or other inadvertent error herein; eliminating or resolving any ambiguity herein; making nominal changes; clarifying Declarant's original intent; making any change necessary or desirable to meet the requirements of any institutional lender, the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other agency which may insure or purchase loans on a Lot; provided, however, that no such amendment shall materially affect any Owner's interest in the Association or the Common Area. Each Owner and his mortgagees, by acceptance of a deed to a Lot or a mortgage encumbering such Lot, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by Declarant as provided in the immediately preceding sentence. This power of attorney is coupled with an interest, runs with the land and is irrevocable for a period of seven (7) years from the date of the filing of this Declaration with the Butler County, Ohio Recorder. All such Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to effectuate the provisions of this paragraph.

8.5 Annexation. The Declarant may, without the consent of the Owners or the Association, annex additional residential properties and Common Area to the terms of this Declaration until January 1, 1999, after which date the Declarant's right to annex additional property to the terms of this Declaration shall expire. Other residential properties and Common Area may be annexed to the Properties by the Association by a vote of two-thirds (2/3) of each class of membership. Any such annexation shall be accomplished by the filing of a Supplemental Declaration with the Recorder of Butler County, Ohio signed by the President of the Association



who shall certify that the requisite vote was obtained. The members need not sign such Supplemental Declaration.

## ARTICLE IX

### MISCELLANEOUS

9.1 No Reverter. No covenant, condition, restriction or reservation of easement contained in this Declaration is intended to create, or shall be construed as creating, a condition subsequent or a possibility of reverter.

9.2 Notices. Any notice required or permitted to be given to an Owner or Occupant by the Board pursuant to the provisions of this Declaration shall be deemed given when mailed by United States mail, postage prepaid, addressed to such person's last address as it appears on the records of the Association.

9.3 Construction. The Board shall have the right to construe the provisions of this Declaration, and in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding as to all persons and entities benefited or bound by the provisions of this Declaration.

9.4 Invalidity. The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision hereof.

9.5 Headings. The headings of the Articles and Sections of this Declaration are for conveyance only and shall not affect the meaning or construction of the contents of this Declaration.

9.6 Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural and vice versa.

9.7 Conflict. In the event of a conflict between the restrictions or any one or more of them and the restrictions of any Supplemental Declaration which may be recorded subsequent to this



EXHIBIT "A"

THE PROPERTY

Situated in Section 7, Town 2, Range 3, Liberty Township, Butler County, Ohio and being 30.310 Acres more specifically described as follows:

Begin on the Northerly right-of-way line of Hamilton-Mason Road found by measuring from the Southeasterly corner of Section 7 along the Southerly line of said Section and centerline of said Road South  $89^{\circ}44'34''$  West, 799.83 feet; thence leaving said Section line and centerline North  $0^{\circ}26'52''$  West, 50.00 feet to the Real Point of Beginning:

thence from said Point of Beginning along said Northerly right-of-way line South  $89^{\circ}44'34''$  West, 350.00 feet;  
Thence leaving said right-of-way North  $0^{\circ}15'26''$  West, 430.00 feet;  
thence South  $89^{\circ}44'34''$  West, 541.32 feet;  
thence North  $9^{\circ}15'26''$  West, 793.32 feet;  
thence North  $59^{\circ}04'48''$  West, 206.36 feet;  
thence North  $37^{\circ}26'52''$  West, 676.23 feet;  
thence North  $0^{\circ}25'17''$  West, 319.04 feet;  
thence South  $78^{\circ}00'29''$  East, 350.13 feet;  
thence North  $61^{\circ}49'55''$  East, 220.00 feet;  
thence South  $28^{\circ}10'05''$  East, 160.00 feet;  
thence North  $61^{\circ}49'56''$  East, 40.00 feet;  
thence South  $14^{\circ}26'52''$  East, 543.93 feet;  
thence North  $89^{\circ}44'34''$  East, 234.39 feet;  
thence on a curve to the right 60.21 feet having a radius of 830.00 and a chord of South  $4^{\circ}50'48''$  East, 60.20 feet;  
thence North  $89^{\circ}44'34''$  East, 168.40 feet;  
thence South  $0^{\circ}26'52''$  East, 720.00 feet to the Point of Beginning

Containing 30.310 acres of land and being subject to all rights-of-way and easements of record.

The above description was prepared from a survey by Keith R. Becker, Registered surveyor #6220 in the State of Ohio, October 1991.

The above described property is now known as entire Lot Number 142 through and including entire Lot Number 182 as shown on the recorded Plat of Logsdon's Ridge, Section Four, located in Section 7, Town 2, Range 3, Liberty Township, Butler County, Ohio.

BY-LAWS

(CODE OF REGULATIONS)

OF

THE WOODS OF LOGSDON'S RIDGE HOME OWNERS ASSOCIATION

ARTICLE I: NAME

The name of the corporation is The Woods of Logsdon's Ridge Home Owners Association, hereinafter referred to as the "Association".

ARTICLE II: DEFINITIONS

All of the terms used herein shall have the same meanings as set forth in the Declaration of Covenants, Conditions and Restrictions And Reservation of Easements for The Woods of Logsdon's Ridge Home Owners Association ("the Declaration") recorded with the Recorder of Butler County, Ohio.

ARTICLE III: OFFICES

SECTION 1: PRINCIPAL OFFICE. The principal office of the Association shall be located at 4780 Industry Drive, Fairfield, Ohio, County of Butler, Ohio.

SECTION 2: OTHER OFFICES. The Association may have such other offices, either within or without the State of Ohio, as the Trustees may designate or as the business of the Association may require from time to time.

ARTICLE IV: FISCAL YEAR

SECTION 1: FIRST YEAR. Unless otherwise designated by resolution of the Trustees, the first fiscal year of the Association after the adoption of this Code of Regulations shall end on December 31, 1992.

TRANSFER NOT NECESSARY  
JAMES M. BROWN  
BY 6-21-92 DEPT.  
AUDITOR, BUTLER CO., OHIO

SECTION 2: SUBSEQUENT YEARS. Subsequently, the fiscal year of the Association shall commence on the first day of January in each year and end on the last day of the following December, or be such other period as the Trustees may designate by resolution.

ARTICLE V: THE ASSOCIATION

The Association shall be a non-profit Ohio corporation and shall be called The Woods of Logsdon's Ridge Home Owners Association.

SECTION 1: MEMBERSHIP. Membership in the Association shall be limited to Owners, and all Owners shall be members. Each Owner, upon acquisition of title to a Lot, shall automatically become a member of the Association. Membership shall terminate upon the sale or other disposition of the Lot. In the case of the sale of any Lot by means of a Land Installment Contract, the Vendor may assign his membership in the Association to the Vendee.

SECTION 2: VOTING RIGHTS. If a Lot is owned by two or more persons, the voting rights of the Lot Owners shall be exercised in accordance with the provisions contained in the Declaration.

SECTION 3: PROXIES. An Owner may vote in person or by proxy at any meeting of the Association. All proxies shall be in writing and filed with the Secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by an Owner of his, her or its Lot.

SECTION 4: QUORUM. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the vote of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting

from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

SECTION 5: VOTING POWER. Except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws (hereinafter called the "Organizational Documents"), a majority of the voting power of each class of membership voting on any matter that may be determined by the Owners at a duly called and noticed meeting shall be sufficient to determine that matter. Robert's Rules of Order shall apply to the conduct of all meetings of Owners except as otherwise specifically provided in the Organizational Documents or by law.

SECTION 6: ANNUAL MEETINGS. Regular annual meetings of the Owners shall be held in the first calendar quarter of each year hereafter on a date and at an hour established by the Board.

SECTION 7: SPECIAL MEETINGS. Special meetings of the Owners may be called at any time by the President, by the Board, or upon written request of Owners entitled to exercise 25% of the voting power of each class of membership.

SECTION 8: NOTICE OF MEETINGS. Written notice of each meeting of Owners shall be given to each Owner at least five (5) days before such meeting. Notice shall be mailed or delivered to an Owner's Lot or a different address designated by the Owner for that purpose. The notice shall specify the place and time of the meeting and in the case of a special meeting, the purpose of the meeting.

SECTION 9: ORDER OF BUSINESS. The order of business at all meetings of Members of the Association shall be as follows:

- (1) Call to order
- (2) Proof of notice of meeting or waiver of notice

- (3) Reading of minutes of preceding meeting
- (4) Reports of officers
- (5) Reports of committees
- (6) Election of inspectors of election
- (7) Election of Trustees
- (8) Old business
- (9) New business
- (10) Adjournment

SECTION 10: ACTION IN WRITING WITHOUT A MEETING. Any action that could be taken by Owners at a meeting may be taken without a meeting in a writing or writings signed by the appropriate number of the members of each class of membership as provided by the Organizational Documents or by law.

ARTICLE VI: BOARD OF TRUSTEES

SECTION 1: NUMBER AND QUALIFICATION. The Board of Trustees shall consist of three (3) persons. The initial Trustees shall be those three persons named as the Trustees in the Articles of Incorporation.

SECTION 2: ELECTION OF MANAGERS: VACANCIES. The Trustees shall be elected at each annual meeting of members of the Association or at a special meeting called for the purpose of electing Trustees. Trustees need not be Owners. At a meeting of the members of the Association at which Trustees are to be elected, only persons nominated as candidates shall be eligible for election as Trustees and the candidates receiving the greatest number of votes shall be elected. Election to the Board shall be by secret written ballot. In the event of the occurrence of any vacancy or vacancies in the Board, however caused, the remaining Trustees shall, within

two (2) weeks of the date that the vacancy becomes effective, call a special meeting of the members for the purpose of electing a Trustee or Trustees to fill said vacancy.

SECTION 3: TERM OF OFFICE: RESIGNATIONS. Each Trustee shall hold office until the next annual meeting of the members of the Association and until his successor is elected, or until his earlier resignation, removal from office or death. Any Trustee may resign at any time by delivering his written resignation to the Secretary of the Association. Members of the Board shall serve without compensation.

SECTION 4: ORGANIZATIONAL MEETING. Immediately after each annual meeting of members of the Association, the Trustees shall hold an organizational meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

SECTION 5: REGULAR MEETINGS. Regular meetings of the Trustees may be held at such times and places as shall be determined by a majority of the Trustees, but at least four (4) such meetings shall be held during each fiscal year.

SECTION 6: SPECIAL MEETINGS. Special meetings of the Trustees may be held at any time upon call by any one (1) Trustee. Notice of the time and place of each meeting shall be given to each Trustee by personal delivery, mail, telegram or telephone at least two (2) days before the meeting. Attendance of any Trustees at any meeting without protesting the lack of proper notice shall be deemed to be a waiver of notice of such meeting. Unless otherwise indicated in the notice, any business may be transacted at any organizational, regular or special meeting.

SECTION 7: QUORUM: ADJOURNMENT. A majority of the Trustees then in office shall constitute a quorum. At any meeting at which a quorum is present all questions and



business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these By-Laws.

SECTION 8: ACTION IN WRITING WITHOUT MEETING. Any action that could be taken by the Trustees at a meeting may be taken without a meeting in writing or writings signed by all of the Trustees.

SECTION 9: REMOVAL OF TRUSTEES. At any meeting of members of the Association any one or more of the Trustees selected by the members may be removed without cause by the vote of members entitled to exercise not less than seventy-five (75%) percent of the voting power of each class of membership. A successor shall then and there be elected to fill the vacancy created.

ARTICLE VII: OFFICERS

SECTION 1: ELECTION AND DESIGNATION OF OFFICERS. The Trustees shall elect a President, a Secretary and a Treasurer. The Trustees may also appoint such other officers as in their judgment may be necessary.

SECTION 2: TERM OF OFFICE: VACANCIES. The officers of the Association shall hold office until the next organizational meeting of the Trustees and until their successors are elected. The Trustees may remove any officer at any time with or without cause by a majority vote of the Trustees then in office. Any vacancy may be filled by the Trustees.

SECTION 3: PRESIDENT. The President shall be the chief executive officer of the Association. He shall preside at all meetings of members of the Association. He shall preside at all meetings of members of the Association and at all meetings of the Trustees. The President shall have a general executive supervision of the business and affairs of the Association. He may execute all authorized deeds, contracts and other obligations

of the Association and shall have such other authority and shall perform such other duties as may be determined by the Trustees or otherwise provided for in the Declaration or in these By-Laws.

SECTION 4: SECRETARY. The Secretary shall keep the minutes of the meetings of the members of the Association and of the Trustees, keep such books as may be required by the Trustees, and give notices of meetings of members and of Trustees.

SECTION 5: TREASURER. The Treasurer shall receive all money, bills, notes and similar property belonging to the Association. He shall keep accurate financial accounts and hold the same open for inspection and examination by the Trustees and the members of the Association. The Treasurer shall have such authority and shall perform such other duties as may be determined by the Trustees.

ARTICLE VIII: POWERS AND DUTIES OF THE ASSOCIATION

SECTION 1: POWERS. The Trustees shall exercise all powers and authority not specifically and exclusively reserved to the Owners. The Board shall have the right, power and authority to:

- (a) take all actions deemed necessary or desirable to comply with all requirements of law and the Organizational Documents;
- (b) obtain insurance coverage;
- (c) enforce the covenants, conditions and restrictions set forth in the Declaration;
- (d) repair, maintain and improve the Common Areas;
- (e) establish, enforce, levy and collect assessments as provided in the Declaration;
- (f) adopt and enforce rules and regulations governing the use of the Common Areas and the personal conduct of Owners and their guests and establish penalties for the infraction thereof;

- (g) suspend the voting rights of an Owner during any period in which he is in default in the payment of any assessment;
- (h) hire and discharge managing agents and other employees, agents and independent contractors;
- (i) make contracts and incur liabilities;
- (j) grant easements, liens, licenses and concessions through or over the Common Area;
- (k) exercise all other powers that may be exercised in this date by nonprofit corporations; and
- (l) exercise any other powers necessary and proper for the good and proper operation of the Association.

SECTION 2: DUTIES. It shall be the duty of the Board to:

- (a) keep complete records and account for its acts to the Owners at each annual meeting or at any special meeting when an account is requested in writing by Owners representing at least fifty (50%) percent of the voting power of each class of membership;
- (b) supervise all officers, agents and employees of the Association and see that their duties are properly performed;
- (c) as more fully provided in the Declaration:
  - (i) fix the amount of assessments against each Lot;
  - (ii) give written notice of each assessment to the Owners; and

- (iii) foreclose the lien against any property for which assessments are not paid or bring an action at law against the Owner(s) personally obligated to pay the same, or both;
- (d) issue or cause to be issued a certificate setting forth whether or not any assessment has been paid;
- (e) procure and maintain insurance on the Property and the Association as the Trustees deem advisable;
- (f) maintain the Common Area;
- (g) enforce the restrictions created by the Declaration; and
- (h) take all other actions required to comply with law and the Organizational Documents.

ARTICLE IX: GENERAL PROVISIONS

SECTION 1: BOOKS AND RECORDS OF ASSOCIATION. The Association shall keep correct and complete books and records of its receipts and expenditures, minutes of the proceedings of the Owners and Board of Trustees, and records of the names and addresses of the Owners and their Ownership Percentages. The books and records shall be open for inspection by any Owner or his representative at any reasonable time during normal business hours. Upon ten (10) days' notice any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing.

SECTION 2: ANNUAL AUDIT. The books of the Association shall be audited annually by the Board of Trustees prior to the annual meeting.

SECTION 3: DELEGATION OF DUTIES. The Association may hire managers and provide reasonable compensation for their services as a common expense.

SECTION 4: SEVERABILITY. The invalidity of any provision of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of any other provision.

SECTION 5: CAPTIONS. The captions of the various provisions of these By-Laws are not a part of the By-Laws but are for convenience of reference only.

ARTICLE X: INDEMNIFICATION OF TRUSTEES AND OFFICERS

SECTION 1: RIGHT OF INDEMNIFICATION. The members of the Board of Trustees and the officers shall not be liable to the Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify every Trustee and officer, his heirs, executors and administrators, against all loss, costs and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Trustee or officer of the Association except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for willful misconduct or bad faith. The Board of Trustees may purchase insurance in such amounts as it deems appropriate to provide such indemnification, and the cost of such insurance shall be a common expense. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of willful misconduct or bad faith in the performance of his duty as such Trustee or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Trustee or officer may be entitled. All liability, loss, damage, cost and expenses incurred or suffered by the Association by reason of or arising out of or in connection with the foregoing indemnification provisions shall

be treated by the Association as common expenses; provided, however, (1) that nothing contained in this Section shall be deemed to obligate the Association to indemnify any member or Owner, who is or has been a Trustee or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of his membership in the Association or as an Owner, and (2) the Association will not indemnify or reimburse any person for amounts determined to be owed to the Association resulting from an action brought on or on behalf of the Association.

SECTION 2: INVALID PROVISIONS. If any part of this Article X shall be found invalid or ineffective, the validity and effect of the remaining parts shall not be affected.

ARTICLE XI: CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1: CONTRACTS. The Board of Trustees may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

SECTION 2: LOANS. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Trustees. Such authority may be general or confined to specific instances.

SECTION 3: CHECKS, DRAFTS, ETC. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Trustees.

SECTION 4: DEPOSITS. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in approved banks, trust

companies or other depositaries. The Board of Trustees is authorized to select such depositaries as it shall deem proper for the funds of the Association. The Board of Trustees shall determine who shall be authorized on the Association's behalf to sign bills, notes, receipts, acceptances, endorsements, checks, releases, contracts and other documents.

ARTICLE XII: CONSISTENCY WITH DECLARATION

If any provision of these Regulations shall be inconsistent with the Association's Declaration, (now and as it may be amended from time to time), the Declaration (as so amended at the time) shall govern.

ARTICLE XIII: SECTION HEADINGS

The headings contained in these By-Laws are for reference purposes only and shall not be construed to be part of and/or shall not affect in any way the meaning or interpretation of these By-Laws.

ARTICLE XIV: AMENDMENTS

Any amendment of these By-Laws shall be made only by means of an amendment to the Declaration in the manner and subject to the approval, terms and conditions set forth therein, and shall be effective from the time a certificate setting forth such amendment is delivered for recording to the Recorder of Butler County, Ohio.

This instrument prepared by:

MILLIKIN AND FITTON LAW FIRM  
SIXTH FLOOR, SOCIETY BANK BUILDING  
P.O. BOX 598  
HAMILTON, OHIO 45012

17cmco1pl8

41539

VOL 1762 PAGE 745

THE NOTER NOT NECESSARY  
JAMES M. BROWN  
BY 6-21-92 M DEPT.  
AUDITOR, BUTLER CO., OHIO

EASEMENT DEED

Harry Thomas, Jr., Trustee, hereby grants to The Woods of Logsdon's Ridge Home Owners Association ("Association"), an Ohio nonprofit corporation, the following easements:

FIRST GRANT

RECEIVED  
JOYCE B. THALL, Recorder  
BUTLER COUNTY, OHIO

22 AUG 27 11:10:04

RECORD Deed

FEE 10

An easement for the purpose of control and maintenance of private drainage easements as created by and shown on the plat of Logsdon's Ridge Section Four, a subdivision located in Section 7, Town 2, Rang 3, Liberty Township, Butler County, Ohio; said plat being recorded in Envelope 2162 at Pages A, B and C of the Butler County, Ohio Plat Records.

By acceptance of this Easement Deed, the Association agrees to maintain such private drainage easements and any structures thereon in accordance with the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for The Woods of Logsdon's Ridge Home Owners Association ("Declaration") recorded in Deed Volume 1762 Page 715, of the Deed Records of Butler County, Ohio, and the criteria, regulations and guidelines set forth by the Butler County, Ohio Engineer. By acceptance of such responsibility, the Association shall not be liable for any damage caused by surface water, erosion, landslide or other similar causes, unless such damage was approximately caused by the Association's failure to exercise ordinary care in carrying out its duties and responsibilities.

Access to any lake located in any private drainage easement herein conveyed shall be restricted to the owners of those lots which adjoin it as set forth in the Declaration.

The Association may dedicate all or any part of the private drainage easements herein conveyed to Butler County, Ohio or to any other governmental body in the event that such dedication becomes possible in accordance with the laws of the State of Ohio.

SECOND GRANT

An easement for the purpose of control and maintenance of landscaping and sign easements created by and shown on the plat



of Logsdon's Ridge Section Four, a subdivision located in Section 7, Town 2, Range 3, Liberty Township, Butler County, Ohio; said plat being recorded in Envelope 2162 at Pages A, B and C of the Butler County, Ohio Plat Records.

By acceptance of this Easement Deed, the Association agrees to maintain such easements and any structures or improvements thereon in accordance with the Declaration.

IN WITNESS WHEREOF, Harry Thomas, Jr., Trustee has hereunto set his hand, this 19<sup>th</sup> day of August, 1992.

Signed and Acknowledged  
in the Presence of:

[Signature]  
[Signature]

[Signature]  
Harry Thomas, Jr., Trustee

STATE OF OHIO, COUNTY OF BUTLER, SS:

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of August, 1992  
by Harry Thomas, Jr., Trustee.



DENNA JANE RICCIARDI  
Notary Public, State of Ohio  
My Commission Expires June 7, 1993

[Signature]  
Notary Public

This instrument prepared by:

MILLIKIN & FITTON LAW FIRM  
Hamilton, Ohio

41805

SUPPLEMENTAL DECLARATION  
AND  
FIRST AMENDMENT TO THE WOODS OF LOGSDON'S  
RIDGE HOME OWNERS ASSOCIATION DECLARATION

TRANSFER NOT NECESSARY  
JAMES M. BROWN  
BY 7-28-93 JTB  
S. RIDGE DEPT.  
AUDITOR, BUTLER CO., OHIO

This SUPPLEMENTAL DECLARATION AND FIRST AMENDMENT to LOGSDON'S RIDGE HOME OWNERS ASSOCIATION DECLARATION, which Declaration is dated August 19, 1992, and recorded at Volume 1762, Page 715 of the Deed Records of the Butler County, Ohio Recorder, made on the date hereinafter set forth by Harry Thomas, Jr., Trustee, hereinafter referred to as "Declarant",

W I T N E S S E T H

WHEREAS, Declarant is the owner of certain property in the Township of Liberty, County of Butler, State of Ohio, which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, and

WHEREAS, Declarant intends to add and annex the property described in Exhibit "A" to the terms of The Woods of Logsdon's Ridge Home Owners Association Declaration (hereinafter "Declaration") pursuant to Section 8.5 of said Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the property described in the attached Exhibit "A" shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions of The Woods of Logsdon's Ridge Home Owners Association Declaration dated August 19, 1992, and recorded at Volume 1762, Page 715 of the deed Records of the Butler county, Ohio Recorder, all of which shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof,

RECORDED  
93 JUL 30 AM 9  
FEE 22.

their heirs, successors and assigns and shall insure to the benefit of each owner thereof. This Amendment is made pursuant to the authority of Section 8.5 of the Declaration.

IN WITNESS WHEREOF, the undersigned Declarant, Harry Thomas, Jr., Trustee, has executed these presents this 28<sup>th</sup> day of July, 1993.

Signed and acknowledged in the presence of:

Deanna J. Ricciardi

Harry Thomas, Jr.  
Harry Thomas, Jr. Trustee

Michaela May

STATE OF OHIO )  
                          ) SS:  
COUNTY OF BUTLER )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of July, 1993, by Harry Thomas, Jr., Trustee.



DEANNA JANE RICCIARDI  
Notary Public, State of Ohio  
My Commission Expires June 7, 1998

Deanna Jane Ricciardi  
Notary Public

This instrument prepared by:  
Louis J. Hofstadter  
Attorney at Law

EXHIBIT "A"

June 16, 1993

DESCRIPTION:

Logsdons Ridge, Section Six

LOCATION:

Liberty Township  
Butler County, Ohio

Situated in Section 7, Town 2, Range 3, Liberty Township, Butler County, Ohio and being more particularly described as follows:

Begin at the Northwest corner of the Southeast Quarter (1/4) Section of Section 7;

thence from the point of beginning, North 89°42'55" East, 1882.10 feet to the Northwest corner of Logsdon's Ridge, Section Five, Block "A";

thence along the West boundary line of Logsdon's Ridge, Section Five, Block "A" the following courses: South 20°50'20" West, 268.15 feet to a point in the south right-of-way of Mesa Place;

thence along said South right-of-way, South 69°09'40" East, 15.00 feet;

thence departing said South right-of-way, South 20°50'20" West, 193.29 feet to a point in the North boundary line of Logsdons Ridge, Section Five, Block "B";

thence along said Logsdons Ridge, Section Five, Block "B", the following courses: North 69°09'40" West, 56.65 feet;

thence South 61°49'55" West, 227.18 feet;

thence South 28°10'05" East, 731.54 feet;

thence South 14°26'52" East, 327.61 feet;

thence South 00°26'52" East, 388.23 feet to a point in the East boundary line of Logsdons Ridge, Section Four;

thence along the East boundary line of Logsdons Ridge, Section Four the following courses: South 89°44'34" West, 168.40 feet to a point in the East right-of-way of Crown Pointe;

thence along said East right-of-way, on a curve to the left, having a radius of 830.00 feet 60.21 feet (chord = North 04°50'48" West, 60.20 feet);

thence departing said East right-of-way, South 89°44'34" West, 234.39 feet;

thence North 14°26'52" West, 543.93 feet;

thence North 28°10'05" West, 879.08 feet to a point in the North right-of-way of Mesa Place;

thence along said North right-of-way, South 61°49'55" West, 40.00 feet;

thence departing said North right-of-way, North 28°10'05" West, 160.00 feet;

thence South 61°49'55" West, 220.00 feet;

thence passing the Northwest corner of Logsdons Ridge,  
Section four, North  $78^{\circ}00'29''$  West, 657.31 feet;  
thence North  $00^{\circ}25'17''$  West, 349.96 feet to the point of  
beginning: containing 34.081 acres of land and  
being subject to all easements and rights-of-way  
of record:

The above description was prepared from a survey made by Keith R.  
becker, Registered Surveyor #6220 in the State of Ohio, June,  
1993.

6283/LJH23/Logsdon.doc/jai

The above legal description is now more commonly known as Lots  
numbered 243 thru 300 in Logsdon Ridge, Section Six in Liberty  
Township in Butler County Ohio. (LJH)

JAMES M. BROWN

SUPPLEMENTAL DECLARATION

5238

BY 9-15-93 DEPT.

AND

SECOND AMENDMENT

TO

THE WOODS OF LOGSDON'S RIDGE HOME OWNERS' ASSOCIATION DECLARATION

93 SEP 15 AM 8:5

RECORDED *Deed*

22-

This Supplemental Declaration and Second Amendment to The Woods of Logsdon's Ridge Home Owners' Association Declaration which is dated August 19, 1992 and recorded in Volume 1762, Page 715 of the Deed Records of Butler County, Ohio and made upon said date by Harry Thomas, Jr., Trustee, (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, the Declarant is the Owner in Liberty Township, Butler County, Ohio of certain property which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Declarant intends to add and annex the property described in Exhibit "A" to the terms of The Woods of Logsdon's Ridge Home Owners' Association Declaration, (hereinafter called "Declaration") pursuant to Section 8.5 of said Declaration; and

WHEREAS, Declarant intends to create and provide for a different minimum square footage requirement governing the floor area of the main dwelling pursuant to Section 6.2.2 of said Declaration by increasing the floor area of the main dwelling (exclusive of porches, decks, basements, and garage) as set out hereinafter.

NOW, THEREFORE, Declarant hereby declares that all of the property described in the Exhibit "A" the same being the area platted as Logsdon's Ridge Section VII, shall be held, sold and conveyed subject to the Covenants, Conditions, Restrictions, and Reservation of Easements of The Woods of Logsdon's Ridge Home

Owners' Association dated August 19, 1992 and recorded in Volume 1762, Page 715 of the Deed Records of Butler County, Ohio, except as amended hereinafter relating to dwelling floor areas; and as follows to wit:

Declarant hereby declares that Lots Numbered 301 through 304 and Lots Numbered 346 through 354 in said Subdivision known as Logsdon's Ridge, Section VII, shall have a minimum floor area of the main dwelling (exclusive of porches, decks, basements and garage) of no less than 2,300 square feet for ranch-type dwelling; and 2,700 square feet for a two-story dwelling. All the remaining Lots in said Logsdon's Ridge, Section VII Subdivision, being Lots Numbered 305 through 345, inclusive, shall have a floor area of the main dwelling (exclusive of porches, decks, basements and garage) of no less than 2,500 square feet for a ranch-type dwelling; and 3,000 square feet for a two-story dwelling.

THE DECLARANT HEREBY DECLARES, that except as amended herein relating to dwelling floor areas, that all the property described in Exhibit "A" shall be held, sold and conveyed subject to the Covenants, Conditions, Restrictions and Reservation of Easements of The Woods of Logsdon's Ridge; and further that all of these matters shall run with the real property and be binding on all parties having any right, title or interest in the described party or any part thereof; their heirs, successors and assigns and shall inure to the benefit of each owner thereof. This amendment pursuant to the authority of Section of 8.5 of the Declaration.

IN WITNESS WHEREOF, the undersigned Declarant, Harry Thomas, Jr., Trustee, has executed these presents, this 19<sup>th</sup> day of September, 1993.

Signed and acknowledged  
in the presence of:)

[Signature]

[Signature]

[Signature]  
Harry Thomas, Jr., Trustee

STATE OF OHIO, COUNTY OF BUTLER, SS:

The foregoing instrument was acknowledged before me this  
14th day of September, 1993, by Harry Thomas, Jr., Trustee.



DEANNA JANE RICCIARDI  
Notary Public, State of Ohio  
My Commission Expires June 7, 1998

*Deanna Jane Ricciardi*  
Notary Public

This instrument was prepared by:  
Louis J. Hofstadter  
Attorney at Law





# EXHIBIT A

August 26, 1993

DESCRIPTION:

Logsdons Ridge  
Section Seven

LOCATION:

Liberty Township  
Butler County, Ohio

Situated in Section 7, Town 2, Range 3, Liberty Township, Butler County, Ohio, and being more particularly described as follows:

Begin at a point found by measuring from the Northwest corner of the Southeast Quarter (1/4) Section of Section Seven, South 00°25'17" East, 349.96 feet;

- thence from the point of beginning thus found, South 78°00'29" East, 307.18 feet to the Northwest corner of Logsdons Ridge, Section Four;
- thence along the West boundary line of Logsdons Ridge, Section Four, the following courses: South 00°25'17" East, 319.04 feet;
- thence South 37°26'52" East, 676.23 feet;
- thence South 59°04'48" East, 206.36 feet;
- thence South 09°15'26" East, 793.32 feet;
- thence North 89°44'34" East, 541.32 feet;
- thence South 00°15'26" East, 430.00 feet to a point in the North right-of-way of Hamilton-Mason Road;
- thence along the North right-of-way of Hamilton-Mason Road, South 89°44'34" West, 1545.40 feet;
- thence departing said North right-of-way, North 00°25'17" West, 2243.30 feet to the point of beginning; containing 42.849 acres of land and being subject to all easements and right-of-way of record.

The above description was prepared from a survey by Keith R. Becker, Registered Surveyor #6220 in the State of Ohio, August, 1993.

The Plat of which is recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Butler County Engineer's Records.

Prior Instrument Reference: Deed Book \_\_\_\_\_, Page \_\_\_\_\_.

C:415

engineers

planners

surveyors

TRANSFER NOT NECESSARY  
JAMES M. BROWN,  
BY 11-22-94 DEPT.  
AUDITOR, BUTLER CO., OHIO

SUPPLEMENTAL DECLARATION AND THIRD AMENDMENT

TO

THE WOODS OF LOGSDON'S RIDGE

HOME OWNERS' ASSOCIATION DECLARATION

This Supplemental Declaration and Third Amendment to The Woods of Logsdon's Ridge Home Owners' Association Declaration which is dated August 19, 1992 and recorded in Volume 1762, Page 715 of the Deed Records, Butler County, Ohio, and made upon said date by Harry Thomas, Jr., Trustee (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner in Liberty Township, Butler County, Ohio, of certain property subdivided into a subdivision known as Logsdon's Ridge Section VII, Block "B" which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Declarant intends to add and annex the property described in Exhibit "A" to the terms of The Woods of Logsdon's Ridge Home Owners' Association Declaration (hereinafter called "Declaration") pursuant to Section 8.5 of the Declaration; and

WHEREAS, Declarant intends to create and provide for different minimum square footage requirements governing the floor area of the main dwelling pursuant to Section 6.2.2 of said Declaration by increasing the floor area of the main dwelling (exclusive of porches, decks, basements and garage) to no less than 2,300 sq. ft. for ranch-type dwelling; and 2,700 sq. ft. for a two-story dwelling upon Lot Numbered 365, 366, 367, 368, 369 and 372 of The Woods of Logsdon's Ridge, Section VII, Block "B"; and to further increase the floor area of the main dwelling (exclusive of porches, decks, basements and garage) to no less than 2,500 sq. ft. for a ranch-type dwelling and 3,000 sq. ft. for a two-story dwelling for all the other Lots in said Logsdon's Ridge, Section VII, Block "B".

NOW THEREFORE, Declarant hereby declares that all of the property described in the attached Exhibit "A" shall be held, sold and conveyed subject to the Covenants, Conditions, Restrictions and Reservation of Easements of The Woods of Logsdon's Ridge Home Owners' Association Declaration dated August 19, 1992, and recorded in Volume 1762, Page 715 of the Deed Records of Butler County, Ohio, except as amended herein relating to dwelling floor areas as hereinafter set out and as follows, to wit:

Declarant hereby declares that Lots Number 365 through 369 and Lot Numbered 372 in said Subdivision known as Logsdon's Ridge, Section VII, Block "B" shall have a

00064628  
Filed for Record in:  
Butler County Ohio  
Joyce B. Thall, Recorder  
On 11/22/1994 At 10:52A  
DECL 18.00  
Book 5249 Page 76

minimum floor area of the main dwelling (exclusive of porches, decks, basements and garage) of no less than 2,300 square feet for ranch-type dwelling; and 2,700 square feet for a two-story dwelling. All the remaining Lots in said Logsdon's Ridge, Section VII, Block "B", Subdivision, shall have a floor area of the main dwelling (exclusive of porches, decks, basements and garage) of no less than 2,500 square feet for a ranch-type dwelling; and 3,000 square feet for a two-story dwelling.

THE DECLARANT HEREBY DECLARES, that except as amended herein relating to dwelling floor areas, that all the property described in Exhibit "A" shall be held, sold and conveyed subject to the Covenants, Conditions, Restrictions and Reservation of Easements of the Woods of Logsdon's Ridge; and further that all of these matters shall run with the real property and be binding on all parties having any right, title or interest in the described party or any part thereof; their heirs, successors and assigns and shall inure to the benefit of each owner thereof. This amendment pursuant to the authority of Section of 8.5 of the Declaration.

IN WITNESS WHEREOF, the Declarant, Harry Thomas, Jr., Trustee, has executed these presents this 16<sup>th</sup> day of November, 1994.

Signed and acknowledged in the presence of:

Deanna J. Ricciardi

Harry Thomas, Jr., Trustee

Susan S House  
Susan S House

STATE OF OHIO, COUNTY OF BUTLER SS:

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of November, 1994 by Harry Thomas, Jr., Trustee.

Deanna Jane Ricciardi  
Notary Public

This Instrument Prepared By:  
Louis J. Hofstadter  
Attorney at Law  
Hamilton, Ohio  
10064LJHND28:Logsdon.Amd/1r



DEANNA JANE RICCIARDI  
Notary Public, State of Ohio  
My Commission Expires June 7, 1998

EXHIBIT "A"

June 6, 1994

DESCRIPTION:

13.574 Acre Tract

LOCATION:

Hamilton-Mason Road  
Liberty Township  
Butler County, Ohio

Situated in Section 7, Town 2, Range 3, Liberty Township, Butler County, Ohio and being a 13.574 acre tract of land more particularly described as follows:

Begin at the Southeast corner of the Southwest Quarter (1/4) Section of Section 7;

- thence from the point of beginning, South 89°32'04" West, 301.22 feet along the South line of Section 7 and centerline of Hamilton-Mason Road;
- thence departing the South line of Section 7 and centerline of Hamilton-Mason Road, North 00°14'16" West, 415.74 feet;
- thence South 89°36'00" West, 208.48 feet;
- thence South 89°55'31" West, 116.31 feet;
- thence North 00°28'33" West, 625.42 feet;
- thence North 89°35'43" East, 625.27 feet to a point in the West boundary line of Logsdon's Ridge, Section Seven and a point in the East line of the Southwest Quarter (1/4) Section of Section 7;
- thence along said West boundary of Logsdon's Ridge, Section Seven and the East line of the Southwest Quarter (1/4) Section of Section 7, South 00°25'17" East, 733.86 feet;
- thence departing said East Quarter (1/4) Section line, North 89°44'34" East, 375.50 feet to a point in the Cul-de-sac right-of-way of Longview Drive;
- thence along the Cul-de-sac right-of-way of Longview Drive, on a curve to the left having a radius of 50.000 feet and arc length of 53.40 feet (chord = South 11°59'36" East, 50.91 feet);
- thence South 47°24'21" West, 308.57 feet to a point in the North right-of-way of Hamilton-Mason Road;
- thence along the North right-of-way of Hamilton-Mason Road, South 89°44'34" West, 157.02 feet to a point in the East line of the Southwest Quarter (1/4) Section of Section 7;
- thence along the East line of the Southwest Quarter (1/4) Section of Section 7, South 00°25'17" East, 50.00 feet to the point of beginning; containing 13.574 acres of land and being subject to all easements and rights-of-way of record.

AMENDMENT TO ARTICLE VI AND ARTICLE VII  
OF DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS AND RESERVATION OF EASEMENTS FOR  
THE WOODS OF LOGSDON'S RIDGE HOMEOWNERS ASSOCIATION

This Amendment to The Woods of Logsdon's Ridge Homeowners Association Declaration which is dated August 19, 1992, and recorded in Volume 1762 at Page 715 of the Deed Records of Butler County, Ohio, and made upon said date by Harry Thomas, Jr., Trustee

WITNESSETH;

WHEREAS, various and sundry lots in various subdivisions located in Liberty Township, Butler County, Ohio and known as Logsdon's Ridge Section IV, Logsdon's Ridge Section VI, Logsdon's Ridge Section VII and Logsdon's Ridge Section VII Block B, totaling 177 lots, are subject to the terms of The Woods of Logsdon's Ridge Homeowners Association Declaration; and

WHEREAS, it is desired to amend sundry provisions in sections under the procedure provided in Article 8, Section 8.3 of said Declaration.

NOW, THEREFORE, the undersigned owners of sundry and various lots subject to the provision of said Declaration, as set out by the Lot Owners underneath their signature, wherein the lot or lots owned by said Lot Owner is itemized adjoining the signature of said Lot Owner and wherein the owners of at least two-thirds (2/3) of all of said lots have agreed in writing to the amendments set forth herein below:

- 1. Article VI Section 6.2.7 which reads as follows, to-wit:

"Radio and Television Antennas. All radio and television and other antennas must be enclosed within the residence located on the lot. All satellite dishes are prohibited."

Said section is amended as follows, to-wit:

"Radio and Television Antennas. All radio and television and other antennas must be enclosed within the residence located on the lot. No satellite dishes may be installed on any lot unless the Lot Owner has first obtained written approval of the Board or Architecture Committee appointed by the Board. The Board may promulgate guidelines for the installation or shielding of satellite dishes which may deny or restrict installation on a specific lot or lots or part of a lot; provided, however, that the guidelines promulgated by the Board shall provide that no satellite dish that exceeds twenty (20) inches in diameter may be installed on any lot."

- 2. Article VII Section 7.1.8 which reads as follows, to-wit:

350055268  
Filed for Record in  
BUTLER COUNTY, OHIO  
JOYCE B THALL  
On 11-07-1995 At 10:56 am.  
DECL 34.00  
Book OR Vol. 5481 Page 210

**TRANSFER NOT NECESSARY**  
**KAY ROGERS**  
**BY 11-7-95 DW DEPT.**  
**AUDITOR, BUTLER CO., OHIO**

"Automobiles, Recreational Vehicles, Boats, Travel Trailers. No recreational vehicle, boat or travel trailer shall be parked or stored on any lot unless the same is in an enclosure or garage and completely out of view. Trucks exceeding three-quarter (3/4) ton rating are prohibited (except moving vans and construction trucks for such purposes only), unless such trucks are kept in an enclosure or garage and completely out of view.

No vehicle in inoperable condition shall be stored on any lot for a period in excess of ten (10) days, unless the same is in an enclosure or garage and completely out of view."

Said Section 7.1.8 is amended as follows, to-wit:

"Automobiles, Recreational Vehicles, Boats, Travel Trailers. No recreational vehicle, boat or travel trailer shall be parked or stored on any lot unless: (i) the same is in an enclosure or garage and completely out of view; or (ii) complies with the loading, unloading and parking rules and regulations, if any, promulgated by the Board. Trucks exceeding three-quarter (3/4) ton rating are prohibited (except moving vans and construction trucks engaged in moving or in construction on said lot), unless such trucks are kept in an enclosure or garage and completely out of view.

No vehicle in inoperable condition shall be stored on any lot for a period in excess of ten (10) days, unless the same is in an enclosure or garage and completely out of view."

IN WITNESS WHEREOF, the undersigned Lot Owners have executed these presents the day and year below written.

Signed in the presence of:

Deanna J. Liciardi  
Shauna Pearson

Harry Thomas, Jr.  
Harry Thomas, Jr. Trustee, Owner of Lots Numbered  
as set out below constituting 87 lots:

Logsdon's Ridge Section IV: Lots Numbered 145, 164, 165, 178, 179, 184 and 188

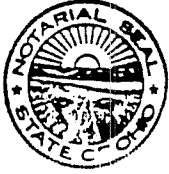
Logsdon's Ridge Section VI: Lots Numbered 243, 245, 246, 253, 260, 261, 262, 263, 266, 270, 271, 272, 273, 277, 278, 279, 280, 281, 285, 287, 289, 291, 293, 294, 296, 298 and 290.

Logsdon's Ridge Section VII: Lots Numbered 301, 302, 303, 304, 305, 309, 311, 312, 315, 316, 317, 318, 319, 323, 324, 327, 331, 332, 334, 336, 338, 340, 341, 343, 344, 345, 347, 348, 349, 350, 351, 352, 353 and 354.

Logsdon's Ridge Section VII Block B: Lots Numbered 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372 and 373.

STATE OF OHIO, COUNTY OF BUTLER, SS:

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of November, 1995 by Harry Thomas, Jr., Trustee, owner of 87 lots as itemized.



DEANNA JAME RICCIARDI  
Notary Public, State of Ohio  
My Commission Expires June 7, 1998

Deanna J. Ricciardi  
Notary Public

Signed in the presence of:

Deanna J. Ricciardi  
Thomas H. Baker  
Shauna Pearson

Raymond P. Rock  
Raymond P. Rock, Owner of Lot No. 314  
Darlene Rock  
Darlene Rock, Owner of Lot No. 314  
John R. Whitney  
John R. Whitney, Owner of Lot No. 171  
Jennifer M. Whitney  
Jennifer Whitney, Owner of Lot No. 171  
Frederick P. Steele  
Frederick P. Steele, Owner of Lot No. 329  
Diane K. Steele  
Diane K. Steele, Owner of Lot No. 329  
Jack R. McClendon  
Jack R. McClendon, Owner of Lot No. 282  
Dana L. McClendon  
Dana L. McClendon, Owner of Lot No. 282  
Lewis J. Wagner  
Lewis J. Wagner, Owner of Lot No. 148  
Julie Wagner  
Julie Wagner, Owner of Lot No. 148  
David M. Widmann  
David M. Widmann, Owner of Lot No. 328  
Catherine E. Widmann  
Catherine E. Widmann, Owner of Lot No. 328  
Orin N. Kreyenhagen  
Orin N. Kreyenhagen, Owner of Lot No. 300  
Dorothy A. Kreyenhagen  
Dorothy A. Kreyenhagen, Owner of Lot No. 300  
Kenneth L. Allison S.A.  
Kenneth L. Allison, Owner of Lot No. 151  
Susan E. Allison  
Susan E. Allison, Owner of Lot No. 151

Signed in the presence of:

Deanna J. Ricciardi  
Thomas H. Botko  
Staura Pearson

Christopher P. Bavaro (Mgm)  
Christopher P. Bavaro, Owner of Lot No. 149

Monica J. Myers  
Monica J. Myers (Bavaro) Owner of Lot No. 149

Joseph T. Jendzio  
Joseph T. Jendzio, Owner of Lot No. 152

Marjorie B. Jendzio  
Marjorie B. Jendzio, Owner of Lot No. 152

Joseph P. Mehrle  
Joseph P. Mehrle, Owner of Lot No. 150

Amy C. Mehrle - JPM  
Amy C. Mehrle, Owner of Lot No. 150

Derek A. Smith  
Derek A. Smith, Owner of Lot No. 175

Rebecca C. Smith  
Rebecca C. Smith, Owner of Lot No. 175

Barry A. Nicholson  
Barry A. Nicholson, Owner of Lot No. 174

Billie L. Nicholson  
Billie L. Nicholson, Owner of Lot No. 174

Scott R. Lowry  
Scott R. Lowry, Owner of Lot No. 156

Barbara W. Lowry  
Barbara W. Lowry, Owner of Lot No. 156

Dale G. Petrek  
Dale G. Petrek, Owner of Lot No. 158

Kathleen C. Petrek  
Kathleen C. Petrek, Owner of Lot No. 158

Virginia L. Martin  
Virginia L. Martin, Owner of Lot No. 258

Gregory H. Watts  
Gregory H. Watts, Owner of Lot No. 162

Donna L. Watts  
Donna L. Watts, Owner of Lot No. 162

Christopher T. Roll  
Christopher T. Roll, Owner of Lot No. 157

Nancy A. Roll  
Nancy A. Roll, Owner of Lot No. 157

Bruce S. Scotland  
Bruce S. Scotland, Owner of Lot No. 259

Linda S. Scotland  
Linda S. Scotland, Owner of Lot No. 259



Signed in the presence of:

Deanna J. Ricciardi  
Thomas H. Bathe  
Shauna Redson

John David Pinkston  
John David Pinkston, Owner of Lot No. 163

Carol Pinkston  
Carol Pinkston, Owner of Lot No. 163

Daniel L. King  
Daniel L. King, Owner of Lot No. 160

Judy A. King  
Judy A. King, Owner of Lot No. 160

Joseph R. Sanders  
Joseph R. Sanders, Owner of Lot No. 176

Deborah A. Sanders  
Deborah A. Sanders, Owner of Lot No. 176

Michael W. French  
Michael W. French, Owner of Lot No. 154

Della W. French  
Della W. French, Owner of Lot No. 154

Thomas H. Bathe  
Thomas H. Bathe, Owner of Lot No. 155

Sandra A. Bathe  
Sandra A. Bathe, Owner of Lot No. 155

Eric M. Lange  
Eric M. Lange, Owner of Lot No. 172

Vivian S. Lange  
Vivian S. Lange, Owner of Lot No. 172

Larry P. Ochs  
Larry P. Ochs, Owner of Lot No. 147

Ellen M. Ochs  
Ellen M. Ochs, Owner of Lot No. 147

William E. Duncan  
William E. Duncan, Owner of Lot No. 146

Beth E. Duncan  
Beth E. Duncan, Owner of Lot No. 146

Robert D. Webster  
Robert D. Webster, Owner of Lot No. 276

Mary Ellen Webster  
Mary Ellen Webster, Owner of Lot No. 276

Ronald D. Ray  
Ronald D. Ray, Owner of Lot No. 166

C. Leilani Ray  
C. Leilani Ray, Owner of Lot No. 166

Sonya M. Thomas  
Sonya M. Thomas, Owner of Lot No. 268

Signed in the presence of:

Deanna J. Rucchiardi  
Thomas H. Batke  
Sandra Pearson

Edward L. Byington  
 Edward L. Byington, Owner of Lot No. 326  
Dorcas A. Byington  
 Dorcas A. Byington, Owner of Lot No. 326  
David R. Adam  
 David R. Adam, Owner of Lot No. 339  
Cheryl M. Adam  
 Cheryl M. Adam, Owner of Lot No. 339  
Thomas M. Stigers  
 Thomas M. Stigers, Owner of Lot No. 255  
Eileen E. Stigers  
 Eileen E. Stigers, Owner of Lot No. 255  
Bruce R. Guthmann  
 Bruce R. Guthmann, Owner of Lot No. 254  
Cheryl L. Guthmann  
 Cheryl L. Guthmann, Owner of Lot No. 254  
Kevin E. O'Connell  
 Kevin E. O'Connell, Owner of Lot No. 180  
Sheila D. O'Connell  
 Sheila D. O'Connell, Owner of Lot No. 180  
James D. Staton  
 James D. Staton, Owner of Lot No. 167  
Lisa J. Staton  
 Lisa J. Staton, Owner of Lot No. 167

STATE OF OHIO, COUNTY OF BUTLER, SS:

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of November, 1995 by Raymond P. Rock and Darlene Rock, husband and wife, Owners of Lot No. 314; John R. Whitney and Jennifer Whitney, husband and wife, Owners of Lot No. 171; Frederick P. Steele and Diane K. Steele, husband and wife, Owners of Lot No. 329; Jack R. McClendon and Dana L. McClendon, husband and wife, Owners of Lot No. 282; Lewis J. Wagner and Julie Wagner, husband and wife, Owners of Lot No. 148; David M. Widmann and Catherine E. Widmann, husband and wife, Owners of Lot No. 328; Orin N. Kreyenhagen and Dorothy A. Kreyenhagen, husband and wife, Owners of Lot No. 300; Kenneth L. Allison and Susan E. Allison, husband and wife, Owners of Lot No. 151; Christopher P. Bavaro and Monica J. Myers (Bavaro), husband and wife, Owners of Lot No. 149; Joseph T. Jendzio and Marjorie B. Jendzio, husband and wife, Owners of Lot No. 152; Joseph P. Mehrle and Amy C. Mehrle, husband and wife, Owners of Lot No. 150; Derek A. Smith and Rebecca C. Smith, husband and wife, Owners of Lot No. 175; Barry A. Nicholson and Billie L. Nicholson, husband and wife, Owners of Lot No. 174; Scott R. Lowry and Barbara W. Lowry, husband and wife, Owners of Lot No. 156; Dale G. Petrek and Kathleen C. Petrek, husband and wife, Owners of Lot No. 158; Virginia L. Martin, unmarried,

Owner of Lot No. 258; Gregory H. Watts and Donna L. Watts, husband and wife, Owners of Lot No. 162; Christopher T. Roll and Nancy A. Roll, husband and wife, Owners of Lot No. 157; Bruce Scotland and Linda S. Scotland, husband and wife, Owners of Lot No. 259; John David Pinkston and Carol Pinkston, husband and wife, Owners of Lot No. 163; Daniel L. King and Judy A. King, husband and wife, Owners of Lot No. 160; Joseph R. Sanders and Deborah A. Sanders, husband and wife, Owners of Lot No. 176; Michael W. French and Della W. French, husband and wife, Owners of Lot No. 154; Thomas H. Bathe and Sandra A. Bathe, husband and wife, Owners of Lot No. 155; Eric M. Lange and Vivian S. Lange, husband and wife, Owners of Lot No. 172; Larry P. Ochs and Ellen M. Ochs, husband and wife, Owners of Lot No. 147; William E. Duncan and Beth E. Duncan, husband and wife, Owners of Lot No. 146; Robert D. Webster and Mary Ellen Webster, husband and wife, Owners of Lot No. 276; Ronald D. Ray and C. Leilani Ray, husband and wife, Owners of Lot No. 166; Sonya M. Thomas, unmarried, Owner of Lot No. 268; Edward L. Byington and Dorcas A. Byington, husband and wife, Owners of Lot No. 326; David R. Adam and Cheryl M. Adam, husband and wife, Owners of Lot No. 339; Thomas M. Stigers and Eileen E. Stigers, husband and wife, Owners of Lot No. 255; Bruce R. Guthmann and Cheryl L. Guthmann, husband and wife, Owners of Lot No. 254; Kevin E. O'Connell and Sheila D. O'Connell, husband and wife, Owners of Lot No. 180; and James D. Staton and Lisa J. Staton, husband and wife, Owners of Lot No. 167.



DEANNA JANE RICCIARDI  
Notary Public, State of Ohio  
My Commission Expires June 7, 1998

*Deanna Jane Ricciardi*  
Notary Public

This instrument prepared by:

LOUIS J. HOFSTADTER

Hamilton, Ohio

092995/e:JH/pc

**AMENDMENT TO ARTICLE VIII OF DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR  
THE WOODS OF LOGSDON'S RIDGE HOMEOWNERS ASSOCIATION**

This is an Amendment to The Woods of Logsdon's Ridge Homeowners Association Declaration ("Declaration") which is dated August 19, 1992, and recorded in Volume 1762 at Page 715 of the Deed Records of Butler County, Ohio, and made upon said date by Harry Thomas, Jr., Trustee.

WITNESSETH:

WHEREAS, various and sundry lots in various subdivisions located in Liberty Township, Butler County, Ohio and known as Logsdon's Ridge Section IV, Logsdon's Ridge Section VI, Logsdon's Ridge Section VII and Logsdon's Ridge Section VII Block B, totaling 178 lots, are subject to the terms of The Woods of Logsdon's Ridge Homeowners Association Declaration; and

WHEREAS, it is desired to amend the Declarations under the procedure provided in Article 8, Section 8.3 of said Declaration.

NOW, THEREFORE, the undersigned owners of those lots subject to the provisions of said Declaration, as set out by the Lot Designation underneath their signature, wherein the lot or lots owned by said Lot Owner is itemized adjoining the signature of said Lot Owner and wherein the owners of at least two-thirds (2/3) of all of said lots have agreed in writing to the amendments set forth herein below:

Article VIII Section 8.1 which reads as follows, to-wit:

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

Said Section is amended as follows, to-wit:

Enforcement The Declarant, the Association or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, the Association or by any Owner to enforce any restriction, condition, covenant, reservation, lien or charge herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any proceeding for the enforcement of any of the provisions of this Declaration, the losing party shall pay all of the attorney's fees and court costs of the prevailing party in such amounts as may be fixed by the Court in such proceeding.

IN WITNESS WHEREOF, the undersigned Lot Owners have executed these presents the day and year below written.

Signed in the presence of:

*Michelle A. Guinigundo*  
*Doris Kelley*

Lots 142-316,  
319-373  
393

*Harry Thomas, Jr.*  
Harry Thomas, Jr., Trustee, Owner of Lots  
Numbered as set out below constituting lots:  
270, 345, 346

STATE OF OHIO, COUNTY OF BUTLER, SS:

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of January, 2002, 2004 by Harry Thomas, Jr., Trustee.

**TRANSFER NOT NECESSARY**  
**KAY ROGERS**  
BY 02/01/02 DEPT.  
**AUDITOR, BUTLER CO., OHIO**



Instrument 200200010716 Book 6762 Page 609 Type DECLARATION  
Notary Public  
*Michelle A. Guinigundo*  
**MICHELLE A. GUINIGUNDO**  
Notary Public, State of Ohio  
My Commission Expires  
October 23, 2005

200200010716  
Filed for Record in  
BUTLER COUNTY, OHIO  
DANNY N CRANK  
02-01-2002 03:58:13 PM  
DECLARATION 62.00  
DR Book 6762 Page 609 - 622

VOL 6762 PAGE 609

**AMENDMENT TO ARTICLE IV OF DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR  
THE WOODS OF LOGSDON'S RIDGE HOMEOWNERS ASSOCIATION**

This is an Amendment to The Woods of Logsdon's Ridge Homeowners Association Declaration ("Declaration") which is dated August 19, 1992, and recorded in Volume 1762 at Page 715 of the Deed Records of Butler County, Ohio, and made upon said date by Harry Thomas, Jr., Trustee.

WITNESSETH;

WHEREAS, various and sundry lots in various subdivisions located in Liberty Township, Butler County, Ohio and known as Logsdon's Ridge Section IV, Logsdon's Ridge Section VI, Logsdon's Ridge Section VII and Logsdon's Ridge Section VII Block B, totaling 178 lots, are subject to the terms of The Woods of Logsdon's Ridge Homeowners Association Declaration; and

WHEREAS, it is desired to amend the Declarations under the procedure provided in Article 8, Section 8.3 of said Declaration.

NOW, THEREFORE, the undersigned owners of those lots subject to the provisions of said Declaration, as set out by the Lot Designation underneath their signature, wherein the lot or lots owned by said Lot Owner is itemized adjoining the signature of said Lot Owner and wherein the owners of at least two-thirds (2/3) of all of said lots have agreed in writing to the amendments set forth herein below:

- Article IV Section 4.3 which shall read as follows, is hereby added to-wit:

Compensation of Officers. The officers of the Association including the President, Secretary and Treasurer shall receive compensation for their service in an amount equal to the annual assessment chargeable to each lot. The receipt of such compensation shall not subject such officers to any liability to the Owners for any mistake of judgement, negligence or otherwise. The Association shall indemnify said officers against any and all loss, costs and expenses, including counsel fees, reasonably incurred by reason of their service in such office. The provisions of the By-Laws (Code of Regulations) of The Woods of Logsdon's Ridge Home Owners Association Article X shall not be disturbed by the receipt of compensation provided herefore.

IN WITNESS WHEREOF, the undersigned Lot Owners have executed these presents the day \_\_\_\_\_ year below written.

Signed in the presence of:

Michelle A. Guinigundo  
Doris Kelley

STATE OF OHIO, COUNTY OF BUTLER, SS:

Lots 142-316,  
Harry Thomas, Jr. 319-373  
Trustee, Owner of Lots 393  
Numbered as set out below constituting lots:  
270, 365, 366

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of January 2001 by Harry Thomas, Jr., Trustee.

2002  
TRANSFER NOT NECESSARY  
BY KAY ROGERS  
DEPT. OF REVENUE  
AUDITOR, BUTLER CO., OHIO



Michelle A. Guinigundo  
Notary Public

**MICHELLE A. GUINIGUNDO**  
Notary Public, State of Ohio  
My Commission Expires  
October 23, 2005

200200010717  
Filed for Record in  
BUTLER COUNTY, OHIO  
DANNY N CRANK  
02/01/2002 03:59:48 PM  
DECLARATION 70.00  
DR Book 6762 Page 623 - 638

VOL 6 762 PAGE 623

TRANSFER NOT NECESSARY  
ROGER REYNOLDS, CPA  
BY KO 2/1/18 DEPT.  
AUDITOR, BUTLER CO., OHIO

Image ID: 000010006087 Type: OFF  
Recorded: 02/01/2018 at 02:46:39 PM  
Fee Amt: \$1,036.00 Page 1 of 128  
Workflow# 0000342985-0001  
Butler County, Ohio  
Dan Crank COUNTY RECORDER  
File# 2018-00003983  
BK **9127** PG **852**

**SEVENTH AMENDMENT TO  
THE DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS AND RESERVATION OF EASEMENTS  
FOR  
THE WOODS OF LOGSDON'S RIDGE HOME OWNERS ASSOCIATION**

This will certify that the Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions and Reservation for Easements for the Woods of Logsdon's Ridge Home Owners Association is herewith recorded in the office of the County Auditor, Butler County, Ohio, this 1st day of February, 2018.

**BUTLER COUNTY AUDITOR**

By K. Olson

Amy Schott Ferguson, Esq.  
**Cuni, Ferguson & LeVay Co., LPA**  
10655 Springfield Pike  
Cincinnati, Ohio 45215  
(513) 771-6768



**SEVENTH AMENDMENT TO  
THE DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS AND RESERVATION OF EASEMENTS  
FOR  
THE WOODS OF LOGSDON'S RIDGE HOME OWNERS ASSOCIATION**

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for The Woods of Logsdon's Ridge Home Owners Association was recorded on August 21, 1992 in Book 1762, Page 715 of the Official Records of Butler County, Ohio ("Declaration"); and

**WHEREAS**, the Supplemental Declaration and First Amendment to the Declaration was recorded on July 30, 1993, in Book 1794, Page 308 of the Official Records of Butler County, Ohio; and

**WHEREAS**, the Supplemental Declaration and Second Amendment to the Declaration was recorded on September 15, 1993, in Book 1799, Page 182 of the Official Records of Butler County, Ohio; and

**WHEREAS**, the Supplemental Declaration and Third Amendment to the Declaration was recorded on November 22, 1994 in Book 5249, Page 76 of the Official Records of Butler County, Ohio; and

**WHEREAS**, Amendment to Article VI and Article VII of the Declaration was recorded on November 7, 1995 in Book 5481, Page 210 of the Official Records of Butler County, Ohio (the "Fourth Amendment"); and

**WHEREAS**, Amendment to Article VIII of the Declaration was recorded on February 1, 2002 in Book 6762, Page 609 of the Official Records of Butler County, Ohio (the "Fifth Amendment"); and

**WHEREAS**, Amendment to Article IV of the Declaration was recorded on February 1, 2002 in Book 6762, Page 623 of the Official Records of Butler County, Ohio (the "Sixth Amendment"); and

**WHEREAS**, the Declaration and all of its Amendments are binding upon the Lots described in Exhibit A;

**WHEREAS**, Article VIII, Section 8.3 of the Declaration provides that it may be amended by an instrument signed by not less than fifty percent (50%) of the Lot Owners; and

**WHEREAS**, at least fifty percent (50%) of the Lot Owners have signed this Amendment;



**NOW, THEREFORE**, the Declaration is amended as follows:

1. Article VII, Section 7.3 of the Declaration is hereby added, as follows:

In order to (i) protect the equity of the Lot Owners in The Woods of Logsdon's Ridge Subdivision; (ii) to carry out the purposes for which the Property was formed by preserving the character of the Property as a homogeneous residential neighborhood of predominantly owner-occupied homes and by preventing the Property from assuming the character of a renter-occupied community; and (iii) to comply with the eligibility requirements for financing in the secondary mortgage market, if any, insofar as such criteria provides that the project be substantially owner-occupied, leasing of the Lots shall be governed by the restrictions imposed by this Section.

- 7.3.1 Except as otherwise provided in this Section in the case of undue hardship, no Lot may be leased, rented, or purchased or held solely for investment purposes. Leasing and renting are only permitted in the case of an undue hardship granted by the Board of Directors. This restriction is effective upon the date of recording of this Seventh Amendment (the "Effective Date").
- 7.3.2 The Board of Directors shall, however, be empowered to allow reasonable leasing of any Lot to avoid undue hardship, upon application by the Lot Owner in accordance with procedures adopted by the Board. Undue hardship shall include, but not be limited to: (i) where an Owner must relocate his or her residence and cannot, within one hundred eighty (180) days from the date the Lot was placed on the market, sell the Lot for the current appraised market value, after having made reasonable effort to do so; (ii) where the Owner dies and the Lot is being administered by his or her estate; (iii) where the Owner takes a leave of absence or temporarily relocates and intends to return to reside at the Lot, in which case the Lot Owner must re-apply at the end of any lease for renewal of the hardship exception; and (iv) where the Owner resides in a facility that provides substantial medical care or living assistance, temporarily or permanently. A hardship exception shall only be granted for a period of one (1) year, after which time the Lot Owner must re-apply.
- 7.3.3 An Owner must make an application for an undue hardship exception at least thirty (30) days prior to the commencement of the term of the lease which application must contain the name or names of the proposed tenant or tenants and all Occupants and the proposed lease terms. All Occupants, other than minors, must be parties to the lease.
- 7.3.4 Those Owners who are leasing their Lots upon the Effective Date may continue to do so and shall not be required to demonstrate undue hardship as a prerequisite for same. However, upon the termination of the current tenancy, such Owner must cease renting or leasing the Lot. Any Owner who is leasing his Lot upon the Effective Date must file a copy of his lease with the Board of Directors within thirty (30) days from the





Effective Date. If the lease provides that the Owner has the discretion on whether to renew the lease term, the Owner must decline the renewal of any lease term in effect on the Effective Date.

- 7.3.5 The Board shall have the authority to make and enforce reasonable Rules and Regulations pertaining to the rental of Lots and this Section including sanctions or penalties for violations thereof, and to levy Enforcement Assessments for violations of any Rules and Regulations set out in the Declaration, By-Laws or made by the Association. Any Enforcement Assessment levied against an Owner and not paid by the Owner shall constitute a lien against the Lot pursuant to the Ohio Revised Code. Additionally, all costs incurred in enforcing this Section shall be levied against an Owner, including, but not limited to, court costs, lien fees, and attorneys fees.
- 7.3.6 With respect to those Owners who are permitted by the terms of this Amendment to rent their Lots, the following restrictions shall apply: no lease may be of less than an entire Lot. No Lot or residence located thereon shall be rented or used for transient purposes, defined as (i) rental for any period of less than three hundred sixty five (365) days; or (ii) rental to roomers or boarders. No lease may be for any commercial purpose. A Lot may not be sub-leased or a lease assigned. All leases must be in writing. Any transaction which does not comply with this Section shall be void unless subsequently approved by the Board of Directors in writing.
- 7.3.7 With respect to those Owners who are permitted by the terms of this Amendment to rent their Lots, any lessee or tenant of a Lot shall in all respects be subject to the Declaration, By-Laws, and all Rules and Regulations as are from time to time promulgated by the Board of Directors as though such lessee or tenant were an Owner. A copy of the lease must be filed with the Board of Directors within thirty (30) days of execution or, for those Owners leasing their Lots on the Effective Date, within thirty (30) days of the Effective Date. Such lease shall provide that the violation of any provision of the Declaration, By-Laws, or the Rules and Regulations promulgated thereunder shall constitute a default under the lease giving the Association the right to evict the lessee. In the event such lease does not include such provision, then, by means of this covenant on the Property and Lots, such provision shall be deemed automatically included in such lease.
- 7.3.8 With respect to those Owners who are permitted by the terms of this Amendment to rent their Lots, each such Owner agrees to provide each lessee or occupant with a copy of the Declaration, By-Laws, and all Rules and Regulations as are from time to time promulgated by the Board of Directors. Each tenant shall be required to sign a document acknowledging receipt of the Declaration, By-Laws, and the Rules and Regulations and that the tenant(s) is subject to the same. Each Owner agrees, furthermore, to cause his or her lessee or persons living with such Owner or with his or her lessee to comply with the Declaration, By-Laws, and the Rules and Regulations promulgated thereunder and is responsible and liable for all violations



and losses caused by such tenant or lessee, notwithstanding the fact that such occupants of the Lots are fully liable for any violation of the Declaration, By-Laws, and Rules and Regulations.

- 7.3.9 The occupancy of a Lot by a member of the household or by an immediate family member of the Owner(s) shall not be prohibited by this provision. "Immediate family member" shall mean spouse, father, mother, brother, sister, children or step-children of the Owner(s), grandparents and grandchildren, nieces and nephews.
- 7.3.10 The occupancy of a Lot by the sole member of a limited liability company which is the Owner of a Lot, the sole shareholder of a corporation which is an Owner of a Lot, or the beneficiary or trustee of a trust which is an Owner of a Lot shall not be prohibited by this provision.
- 7.3.11 For purposes of this Section, an Owner is deemed to be renting or leasing his or her Lot if it is not occupied by the Owner, a member of the Owner's household, or an immediate family member of the Owner, as defined in (i) above. If a Lot is not occupied by the Owner, a member of the Owner's household, or an immediate family member of the Owner, it is deemed to be rented or leased, and therefore is subject to this Section, notwithstanding whether the Owner and Occupant have executed a rental agreement or whether the Occupant exchanges consideration with the Owner to reside in the Lot.
- 7.3.12 All Owners, their tenants, and all persons lawfully in possession and control of any part of the Property shall comply with all covenants, conditions, and restrictions set forth in the Declaration, the By-Laws, or the Rules of the Association, as lawfully amended. Violations of those covenants, conditions, or restrictions shall be grounds for the Association to commence a civil action for damages, injunctive relief, or both, and an award of court costs and reasonable attorney's fees in both types of action, including the initiation of eviction proceedings, pursuant to Chapter 1923 of the Revised Code, to evict a tenant for a violation of the covenants, conditions, restrictions, or Rules. The action shall be brought by the Association, as the Owner's agent, in the name of the Owner. The Association shall give the Owner at least ten days written notice of the intended eviction action. The costs of any eviction action brought, including reasonable attorney's fees, shall be charged to the Owner and shall be the subject of a Special Assessment against the offending Lot and made a lien against that Lot.
- 7.3.13 Any first mortgagee of a Lot who becomes the Owner of that Lot by foreclosure of its first mortgage or a deed in lieu of foreclosure on its first mortgage shall be permitted to lease the Lot without having to demonstrate undue hardship; however, such lease term shall not be less than one (1) year. The lease shall be in writing and in a form approved by the Board, and must be provided to the Board. Any subsequent

purchaser from the first mortgagee, however, is subject to all of the restrictions set forth in this Section.

2. Section 7.1.10 of the Declaration is hereby added, as follows:

Section 7.1.10 Home Occupations. Home occupations are permitted, subject to the following conditions:

- 7.1.10.1 Only an Owner or occupant may engage in home occupation, and that Owner or occupant cannot hire an employee or independent contractor who works from within the residence.
- 7.1.10.2 There shall be no change in the outside appearance of the Property or other visible evidence of the conduct of such home occupation.
- 7.1.10.3 No home occupation shall be conducted in any accessory building or structure outside of the residence.
- 7.1.10.4 There shall be no sales of products from within the residence which require persons to visit the Lot for pick-up or delivery.
- 7.1.10.5 No traffic shall be generated by such home occupation in greater volume than would normally be expected in a residential neighborhood.
- 7.1.10.6 No equipment or process shall be used in such home occupations that create noise, vibration, glare, fumes, odors, or electrical interference detectible to the normal senses off the Lot. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the Property or which causes fluctuations in line voltage off the Property.
- 7.1.10.7 Home occupations shall be clearly incidental and subordinate to the use of the Property for residential purposes.
- 7.1.10.8 There shall be no outside storage of any kind related to the home occupational use.



Image ID: 000010006092 Type: OFF  
File# 2018-00003983 Page 6 of 128

BK **9127** PG **857**



Image ID: 00010006093 Type: OFF  
Page 7 of 128

File# 2018-00003983

BK 9127 PG 858

7.1.10.9 No heavy equipment such as bulldozers, front loaders, tractors, dump trucks, tractor trailers, semi-trucks, etc., or any business vehicles shall be used in such home occupation or stored on the Property.

7.1.10.10 No Lot shall serve as a gathering point for employees engaged in the business that takes place off the premises. This may include, but it is not limited to, landscape business offices, construction offices, or a trucking business where drivers or employees gather at the Lot before being dispatched.

4. Section 7.1.11 is hereby added to the Declaration, as follows:

Section 7.1.11 Occupancy Restriction.

7.1.11.1 Chapter 2950 of the Ohio Revised Code (hereafter, "O.R.C.") requires the registration of sexual offenders and offenders who commit child-victim oriented offenses and who pose a risk of engaging in future offenses. In Section 2950.02, the Ohio Legislature emphasized that the governmental interest in protecting public safety is paramount. It is further stated that a person who is found to be a sex offender has "a reduced expectation of privacy because of the public's interest in public safety and in the effective operation of government." Therefore, in the interest of the public safety, the Revised Code has imposed a system of registration whereby sexual offenders can be identified to the public and all registered information is public record and open to public inspection.

7.1.11.2 The Owners within the Subdivision have determined that individuals who are required to register pursuant to Chapter 2950 of the O.R.C. present an unreasonable danger to the residents of the Property by virtue of their access to the common facilities where the residents of the Property, especially children, are subject to contact with such sexual offenders. Further, in traveling to and from the common facilities, the residents of the Property, especially children, are subject to contact with such sexual offenders on a frequent and continuing basis. Such potential exposure, in light of the legislature's recognition of the serious danger posed by these individuals, dictates that sexual offenders should be and are as of the recording of this amendment



Image ID: 000010006094 Type: OFF  
Page 8 of 128

File# 2018-00003983  
BK **9127** Pg **859**

prohibited from temporarily or permanently residing in or upon any Lot in the Property.

- 7.1.11.3 No person who is determined to be a sex offender under O.R.C. Chapter 2950 and is therefore required to register with a designated registering agency pursuant to O.R.C. Chapter 2950 may temporarily or permanently reside in a Lot in the Property. This Section will not apply to persons who reside in the Property prior to the date this amendment is recorded with the Butler County, Ohio Recorder's Office.
- 7.1.11.4 If, subsequent to the Effective Date, a sexual offender rents, leases or occupies a Lot as a tenant, or under any other possessory interest, the Owner must immediately cause the person to vacate the Lot within 30 days of the date the Owner was notified by any other Owner or the Association of the presence of a sexual offender, or the Owner must immediately commence eviction proceedings. If the Owner fails to commence the eviction proceeding within 30 days following the date required and fails to prosecute the eviction to conclusion, then the Association may act as attorney-in-fact for the Owner and pursue the eviction action at the Owner's cost and expense including attorney's fees pursuant to this Article.
- 7.1.11.5 Each Owner, upon adoption of this Amendment to the Declaration, hereby appoints the Association as the Owner's attorney-in-fact for the purpose of commencing eviction proceedings, executing any and all documents pertaining to the proceedings, or performing any or all responsibilities as may be required or necessary to be performed pursuant to this Section. The power of attorney is expressly declared and acknowledged to run with the title of any and all Lots and will be binding upon their heirs, personal representatives, successors, and assigns of the Owner.
- 7.1.11.6 Any Owner, who by virtue of residing in a Lot, has been notified by the Association or any other Owner that they are in violation of this Section, must vacate the Lot within 30 days of the receipt of the Association's notice. If the Owner fails to vacate the Lot within 30 days, the Association shall be entitled to a mandatory injunction in



the Court of Common Pleas requiring the sexual offender to immediately vacate the Lot and may seek attorney fees and costs associated with obtaining the same.

7.1.11.7 The Association will not be liable to any Owner or anyone occupying a Lot or visiting the Association as a result of the Association's failure to dispossess a sexual offender and shall not be liable in tort to any Owner whose tenant/lessee/occupant must leave pursuant to this Section.

As amended herein, the Declaration remains in full force and effect.

**NOW, THEREFORE,** the By-Laws are hereby amended as follows:

1. Article VI, Section 2 is hereby deleted and the following substituted in its place:

SECTION 2: ELECTION OF MANAGERS: VACANCIES. The Trustees shall be elected at each annual meeting of members of the Association or at a special meeting called for the purpose of electing Trustees. Trustees must be Owners. At a meeting of the members of the Association at which Trustees are to be elected, only persons nominated as candidates shall be eligible for election as Trustees and the candidates receiving the greatest number of votes shall be elected. Election to the Board shall be secret written ballot. In the event of the occurrence of any vacancy or vacancies in the Board, however caused, the remaining Trustees shall, within two (2) weeks of the date that the vacancy becomes effective, call a special meeting of the Board for the purpose of appointing a Trustee or Trustees to fill said vacancy.

**IN WITNESS WHEREOF,** EUGENE G. HARRIS the President of The Woods of Logsdon's Ridge Home Owners Association, Inc., an Ohio non-profit corporation, hereby certifies that this Seventh Amendment was approved by at least Fifty Percent (50%) of the Lot Owners as evidenced by their collective signatures attached hereto as Exhibit B.

**THE WOODS OF LOGSDON'S RIDGE HOME OWNERS ASSOCIATION, INC.**

An Ohio non-profit corporation

*Eugene G. Harris*

By: EUGENE G. HARRIS

Its President



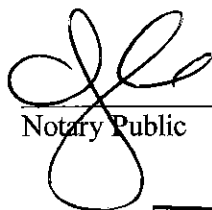
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Page 10 of 128

File# 2018-00003983

BK **9127** PG **861**

STATE OF OHIO )  
 ) SS:  
COUNTY OF BUTLER )

The foregoing instrument was acknowledged before me this 9 day of January, 2018 by Eugene G. Morris, the President of The Woods of Logsdon's Ridge Home Owners Association, Inc., an Ohio non-profit corporation, by and on behalf of the corporation.

  
\_\_\_\_\_  
Notary Public

*This Instrument Prepared by:*

*Amy S. Ferguson, Esq.  
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