

54

Wayne Coates
Hamilton County Recorders Office
Doc #: 15-0124392 Type: NT
Filed: 11/19/15 03:14:30 PM \$460.00
Off.Rec.: 13045 01775 F B50 56 399

61304501775Fb

THE RETREAT

at

SUMMIT PARK

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

10.12.2015

TABLE OF CONTENTS

ITEM		PAGE
<u>ARTICLE I</u>	<u>DEFINITIONS</u>	
Section 1	Definitions	6
<u>ARTICLE II</u>	<u>PROPERTY DEVELOPMENT</u>	
Section 1	Property Subject to Declaration	8
Section 2	Additional Development	8
Section 3	Annexation of Additional Property	8
<u>ARTICLE III</u>	<u>ASSOCIATION MEMBERSHIP AND VOTING RIGHTS</u>	
Section 1	Members	8
Section 2	Voting Members	9
<u>ARTICLE IV</u>	<u>ASSESSMENTS</u>	
Section 1	Covenant for Assessments	9
Section 2	Annual Assessment, Purposes	10
Section 3	Individual Assessments	11
Section 4	Special Assessments	11
Section 5	Commencement of Assessments	11
Section 6	Assessment of Declarant	12
Section 7	Non-Payment of Assessment	12
Section 8	Subordination of Lien to Mortgage	13
Section 9	Capital Contribution	13
Section 10	Separately Assessed Sections	13
<u>ARTICLE V</u>	<u>INSURANCE</u>	
Section 1	Liability Insurance	13
Section 2	Other Insurance	14
Section 3	Insufficient Insurance	14
<u>ARTICLE VI</u>	<u>COMMITTEES</u>	
Section 1	Finance and Budget Committee	14
Section 2	Design Review Committee	14

ITEM	PAGE
<u>ARTICLE VII DESIGN REVIEW</u>	
Section 1 Design Review Guidelines	15
Section 2 Submission of Plans and Specifications	15
Section 3 Approval of Plans and Specifications	16
Section 4 Disapproval of Plans and Specifications	16
Section 5 Failure of the Design Review Committee to Act	16
Section 6 Rules, Regulations and Policy Statements	17
Section 7 Violations	17
Section 8 Right of Entry	17
Section 9 Fees	17
Section 10 Approval – Not a Guarantee	18
<u>ARTICLE VIII USE RESTRICTIONS</u>	
Section 1 Prohibited Uses and Nuisances	18
Section 2 Residential Use	20
Section 3 Right of Assoc. to Remove or Correct Violations	20
Section 4 Declarant’s Reservation of Entry Rights	21
Section 5 Declarant’s and Assoc.’s Right to Grant Easements	21
Section 6 Access Easement	21
Section 7 Arbitration	22
<u>ARTICLE IX STORM WATER MANAGEMENT</u>	
Section 1 Storm Water Facilities	23
Section 2 Maintenance of Storm Water Facilities	23
<u>ARTICLE X MISCELLANEOUS</u>	
Section 1 Duration	23
Section 2 Amendment	23
Section 3 Personal Liability	24
Section 4 Notices	24
Section 5 Enforcement	24
Section 6 Severability	25
Section 7 Conflicts	25
Section 8 Condemnation	25
Section 9 Professional Management Contracts	25
Section 10 Non-Liability of Declarant	25
Section 11 Gender and Grammar	26

EXHIBITS

- EXHIBIT A** Description of Property
owned by Blue Ash Development, LLC
Plainfield Road, City of Blue Ash
Hamilton County, Ohio
- EXHIBIT B** Legal Description of Property
which shall be subjected to the Declaration
- EXHIBIT C** Articles of Incorporation for
The Retreat at Summit Park Homeowners Association, Inc.
- EXHIBIT D** By-Laws of the Association
- EXHIBIT E** Common Area and Community Facilities
- EXHIBIT F** Storm Water Management Maintenance Items

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

THIS DECLARATION is made this 13th day of OCTOBER 2015, by **Blue Ash Development, LLC**, an Ohio limited liability company, hereinafter sometimes referred to as "Declarant."

WITNESSETH:

WHEREAS, the Declarant is the owner of that certain real property located in The City of Blue Ash, Hamilton County, Ohio, which is more particularly described in **Exhibit "A"** attached hereto and referred to hereafter as "The Retreat at Summit Park" Property"; and

WHEREAS, the Declarant intends to improve that real property described in **Exhibit "B"** (the "Subdivision") as the initial increment of The Retreat at Summit Park Property by subdividing and constructing various on and off site improvements and either by itself or in conjunction with other builders developing residential projects within The Retreat at Summit Park Property; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in The Retreat at Summit Park Property and for the maintenance of Common Areas and Community Facilities; and to this end, desires to subject the Subdivision to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Subdivision and the subsequent owners thereof; and

WHEREAS, as hereinafter provided in this Declaration, Declarant has retained and reserved the right, privilege, and option to submit to the provisions of this Declaration at a later time and from time to time as a part of the community described herein, the remainder or any portion of The Retreat at Summit Park Property and such other property as Declarant may acquire from time to time or wishes to subject to the terms of this Declaration; and

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

WHEREAS, the Declarant has formed The Retreat at Summit Park Homeowners

Association, Inc., an Ohio non-profit Corporation (the "Association") for the purpose of carrying out the aforesaid powers and duties; and

NOW, THEREFORE, the Declarant hereby declares that the Subdivision and such other property as may be subjected to the provisions hereof pursuant to Article II, shall be held, sold and conveyed subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with the land comprising the Subdivision and be binding on all parties having any right, title, or interest in the Subdivision or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

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

(a) "Articles" and "Articles of Incorporation" shall mean those Articles, filed with the Secretary of State of Ohio, incorporating the Association as a corporation not for profit under the provisions of Chapter 1702 of the Revised Code of Ohio, as the same may be amended from time to time. A true copy of the Articles is attached hereto as **Exhibit "C"** and made a part hereof.

(b) "Association" shall mean and refer to The Retreat at Summit Park Homeowners Association, Inc., and its successors and assigns.

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

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

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

(f) "Common Areas" and "Community Facilities" shall mean and refer to all real property, together with improvements located thereon, owned by or leased to the

Association for the benefit, use and enjoyment of its Members including the property described in **Exhibit E** attached hereto.

(g) "Declarant" shall mean and refer to Blue Ash Developers, LLC., an Ohio limited liability company, and its successors and assigns.

(h) "Development" shall mean and refer to the Subdivision and all improvements located or constructed thereon and any portion of The Retreat at Summit Park Property or any other property submitted to the provisions hereof pursuant to Article II.

(i) "Development Period" shall mean the period commencing on the date on which this Declaration is recorded and terminating on the earlier of (a) the day fifteen (15) years after such date, or (b) the day next following the day on which the Declarant owns no part of The Retreat at Summit Park Property.

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

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

(l) "Members" shall mean the Owners who are members of the Association as provided in Article III hereof.

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

(n) "Property" or "The Retreat at Summit Park Property" shall mean the real property described in **Exhibit "A"** and such additions thereto as may hereafter be annexed pursuant to Article II.

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

(p) "Structure" shall mean and refer to anything built, placed upon or constructed upon a Lot, including but not limited to, a Living Unit.

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

ARTICLE II

PROPERTY DEVELOPMENT

Section 1. Property Subject to Declaration. The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in the City of Blue Ash, Hamilton County, Ohio, and is more particularly described in **Exhibit "B"** attached hereto.

Section 2. Additional Development. Declarant reserves the right to subject the remainder or any part of The Retreat at Summit Park Property to the provisions of this Declaration. Notwithstanding the above, nothing contained in this Declaration or in the By-Laws shall obligate the Declarant to annex any additional property to the Subdivision and the remainder of The Retreat at Summit Park Property shall remain wholly free from any covenant or restriction herein contained until annexed as hereinafter provided.

Section 3. Annexation of Additional Property. During the Development Period, additional property, including but not limited to the The Retreat at Summit Park Property, may be subjected to this Declaration by the Declarant without the assent of the Members of the Association. Thereafter, such additional property may be annexed only with the consent of fifty-one (51%) percent of each class of Members of the Association. Any additional property so annexed, however, must be adjacent to or in the immediate vicinity of The Retreat at Summit Park Property.

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

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every Owner shall be a Member of the Association, and such

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

Section 2. Voting Members.

(a) With the exception of Declarant until Class B membership has lapsed, every person, group of persons or entity who is an Owner of a fee interest in any Lot and which is or becomes subject to assessment by the Association, shall be a Class A Member of the Association. Class A Members shall be entitled to a total of one vote per Lot in which they hold the fee interest. If more than one person, group of persons, or entity is the record Owner of a fee interest in any Lot, then the vote for such Lot shall be exercised as they determine among themselves but in no event shall more than one vote be cast with respect to any Lot.

(b) The Class B Member shall be the Declarant and shall be a voting Member of the Association.

(c) At such time as Class B membership shall terminate, Declarant shall be deemed a Class A Member with reference to the Lot or Lots in which Declarant holds the fee interest and Declarant shall be entitled to the voting and all other rights of a Class A Member.

ARTICLE IV

ASSESSMENTS

Section 1. Covenant for Assessments. Each person, group of persons, or entity who becomes an Owner of a Lot whether or not it shall be expressed in any deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) Annual Assessments; (2) Individual Assessments; and (3) Special Assessments (collectively the "Assessments"); the Assessments shall be fixed, established and collected from time to time as hereinafter provided. All Assessments, together with interest thereon as hereafter provided and costs of collection thereof (including court costs and reasonable attorney's fees) as hereinafter provided shall be a charge on the Lot of such Owner and shall be a continuing lien upon the Lot against which such Assessment is made. Each such Assessment, together with such interest thereon and cost of collection thereof as herein provided, shall also be the personal obligation of the person, group of persons, or entity who was the Owner of such Lot at the time when the Assessment fell due.

Section 2. Annual Assessments, Purposes. The Annual Assessments levied by the Association are for the purpose of promoting the recreation, scenic enjoyment, health, welfare and safety of the Owners and for protecting, advancing and promoting the environmental concept of the Subdivision and preserving the aesthetic and scenic qualities of The Retreat at Summit Park Property. To carry out these purposes, an Annual Assessment shall be levied by the Association to be used currently, and to provide an adequate reserve fund for future use, for the purpose of the improvement, expansion, and maintenance of the Common Areas and Community Facilities, including, but not limited to, the payment of taxes and insurance, and for repairs, replacements and additions, and for the cost of labor, equipment, and materials, management and supervision, and, in the discretion of the Association, the areas for which the Annual Assessment also may be used may include, but are not limited to, any entrance roads, adjoining roads or areas, medians, sidewalks, pathways, parking areas, boundary walls and fences, landscaping areas and irrigation systems, ponds and lakes, storm water facilities and improvements including swales, collection systems, detention basins, and retention basins, recreation facilities or areas, lighting, or other amenities provided for the Development, whether public or private, which may affect the recreation, scenic enjoyment, health, welfare and safety of the residents even though not owned by the Association. The roads within The Retreat at Summit Park are public streets. Any private drives providing ingress and egress to multiple homes will be maintained by the Association including snow and ice control.

In addition to the above described Association responsibilities, The Association will provide the following services for the Lots:

1. Lawn maintenance.
2. Landscape bed maintenance including pruning for the initial builder installed landscaping. The Association shall not maintain: (i) any landscaping, plantings or flower beds installed by Owners on a private basis, as an enhancement to the landscaping installed by the Declarant or Builder. The Association shall make available to Owners, at the sole cost to the Owner, a landscape contractor who will provide landscape maintenance services for privately installed landscape features on Lots;
3. Snow and ice control for the driveways and sidewalks located on the Lot.

The Annual Assessment may be billed in advance on a monthly, quarterly or annual basis. The Board of Trustees shall fix the Annual Assessment after approving the following year's budget. The Annual Assessment shall be fixed at a uniform rate based upon the number of Living Units.

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

Section 4. Special Assessments. In addition to the Annual Assessments authorized by this Article, the Association may levy, in any assessment year, a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the Common Areas or Community Facilities, which cost has not otherwise been provided for in full as part of the Annual Assessment, including the necessary fixtures and personal property related thereto, provided that any such assessment affecting the Common Areas or Community Facilities shall have the approval of fifty-one percent (51%) of the total number of votes held by Class A Members and the vote of the Class B Member. Any Special Assessments levied by the Association pursuant to the provisions of this section shall be fixed at a uniform rate based upon the number of applicable Living Units. All monies received by the Association as a Special Assessment shall be held in trust by the Association for the benefit of the Members to be used solely for the purpose of the Special Assessment and any income derived there from shall be held as a separate fund and shall be accounted for separately from the other assets coming under the control of the Association. The Special Assessment may be billed in advance on a monthly, quarterly or annual basis.

Section 5. Commencement of Assessments. The Annual Assessments shall commence on the first day following the conveyance of the particular Lot from the Declarant. The first Annual Assessment shall be made for the balance of the calendar year and shall become due and payable and a lien on the date aforesaid. The Board may from time to time determine the manner and schedule of payments.

It shall be the duty of the Board of Trustees of the Association to periodically fix the amount of the Assessment against each Lot for such assessment period and the Board of Trustees shall make reasonable efforts to fix the amount of the Assessment against each Lot for each assessment period at least thirty (30) days in advance of the date due and shall, at that time, prepare a roster of the Lots and Assessments

applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner upon reasonable notice to the Board. Written notice of the Assessments shall thereupon be sent to the Owner of any Lot subject thereto. Annual Assessments subsequent to the first Annual Assessment shall become a lien on January 1 of each year; Individual and Special Assessments shall become a lien at the time designated by the Board of Trustees. No notice of lien other than this Declaration need be recorded to establish the validity of any such lien, and this Declaration shall stand as notice of such validity.

Section 6. Assessment of Declarant or Builder Affiliated with Declarant. Any provision of this Declaration or of the Articles of Incorporation or By-Laws of the Association notwithstanding, the Declarant, while it is a Class B Member shall not be required to pay the Annual Assessments or Special Assessments. Furthermore, notwithstanding anything here and to the contrary, the Annual Assessment allocated to lots owned by GT Blue Ash Homes LLC, and if the living unit on the lot is not occupied, shall be required to pay fifty percent (50%) of the Annual Assessment, until such time as the lot and Living Unit has been transferred to a third party. Thereafter, the third party shall be responsible for one hundred percent (100%) of the Annual Assessment.

Section 7. Non-Payment of Assessment. Any Assessment levied pursuant to this Declaration which is not paid on the date when due, together with interest thereon at the rate herein provided and cost of collection thereof, shall become a continuing lien upon the Lot, and shall be the personal obligation of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain the personal obligation of the Owner and shall not pass to his successors in title (except as a lien against the Lot) unless expressly assumed by such successors with the consent of the Association.

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

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

Section 8. Subordination of Lien to Mortgage. The lien of the Assessments shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any tax lien foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such Assessment as to payment which becomes due prior to such sale or transfer.

Section 9. Capital Contribution. Upon the initial conveyance of a Lot by the Developer or a Builder to an Owner, the Owner shall pay a Capital Contribution of Three Hundred and Fifty Dollars (\$350.00). The Capital Contribution shall be used as working capital for the Association and not collected in lieu of any installments of the Annual Assessment. The Capital Contribution is non-refundable. No Capital Contribution shall be due on any lot purchased from an Owner other than when the Owner is also the Developer or a Builder, nor shall a Capital Contribution be due on any lot purchased from the Developer by a Builder.

Section 10. Separately Assessed Sections. The Association, at its election, may declare that certain sections of The Retreat at Summit Park Property will be separately maintained and assessed with respect to all or a portion of the maintenance, repair and replacement expenses related thereto (an "Assessment Section"). At the election of the Association, each such Assessment Section shall pay its own Annual Assessment attributable to the maintenance, repair and replacement costs and other services related exclusively to the facilities located on such Assessment Section. In addition, each Assessment Section shall pay a separate portion of any Annual Assessment attributable to any expense shared with other association sections or other portions of the Property as determined by the Association. The Association shall also have the right and authority to establish separate reserves for the use of each Assessment Section.

ARTICLE V

INSURANCE

Section 1. Liability Insurance. The Association shall obtain and maintain a comprehensive policy of public liability insurance covering the Common Areas and Community Facilities, insuring the Association, Trustees, and Owners and members of their respective families, tenants and occupants in an amount of not less than one million dollars (\$1,000,000.00), per occurrence for personal injury and/or property damage. This insurance shall include protection against such risks as are customarily covered with respect to a development similar in construction, location and use, as determined by the Board. The insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a residential

Owner, tenant or occupant because of negligent acts of the Association, the Board, or other Owners, tenants or occupants.

Section 2. Other Insurance. In addition, the Association may obtain and maintain casualty insurance, Trustees' and Officers' liability insurance and such other insurance as the Board deems desirable from time to time.

Section 3. Insufficient Insurance. In the event the improvements forming a part of the Lots, Common Areas or Community Facilities or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, the Association shall advance such costs in excess of available insurance proceeds. The amount so advanced by the Association shall become a Special Assessment against all of the Lots for which the amount was so advanced, and such Assessment shall have the same force and effect, and if not paid, may be enforced in the same manner as herein provided for the nonpayment of Assessments. The action required to be taken by the Association under this Section shall not require any vote of the Members of the Association.

ARTICLE VI

COMMITTEES

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

Section 2. Design Review Committee. A Design Review Committee shall be appointed by the Board of Trustees and shall be composed of not less than three persons. Except for original construction or as otherwise provided in Article VII of this Declaration, no building, fence, wall or other Structure shall be commenced, erected, or maintained upon Common Areas or Community Facilities or upon any Lot or property upon which is located all or part of a Living Unit, nor shall any exterior addition to or change or alteration in a Living Unit or Structure be made until the plans and

specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing, as to harmony of external design, color and location in relation to surrounding Structures and topography, by the Declarant or, after the Development Period, the Board of Trustees acting through the Design Review Committee.

The Board of Trustees, in its discretion may appoint, a sub-committee composed of not less than three persons, all of which shall be Residential Unit Owners, to address issues and requests pertaining to Residential Units upon which initial home construction is complete. These items may include, but are not limited to, issues involving painting, additions to residences, decks, play sets, and landscaping.

ARTICLE VII

DESIGN REVIEW

Section 1. Design Review Guidelines. In order to facilitate initial development of the Subdivision, Design Review Guidelines have been adopted by the Design Review Committee. The Design Review Guidelines may be amended, modified, revoked or replaced by the Declarant during the Development Period and by the Board of Trustees thereafter. In the event the lender or lenders who provide acquisition and development financing for The Retreat at Summit Park Property acquire title to The Retreat at Summit Park Property through foreclosure or deed in lieu of foreclosure, such lender shall be deemed the Declarant for purposes of the Design Review Guidelines.

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

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

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

(c) any proposed retaining walls;

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

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

Section 3. Approval of Plans and Specifications. The Design Review Committee shall approve any Plans and Specifications (whether schematic, preliminary, or detailed) submitted to it with respect to any Lot if it finds that they (a) comply with the requirements of this Article and (b) conform to the Design Review Guidelines then in effect and any additional standards or policies promulgated by Declarant or the Board. Upon final approval thereof, a copy of the detailed Plans and Specifications shall be deposited for permanent record with the Design Review Committee. After the receipt of final approval by the applicant, the Design Review Committee shall not revoke such approval. Approval by the Design Review Committee of detailed Plans and Specifications with respect to any Lot shall not impair the right of the Board or the Design Review Committee subsequently to approve a requested amendment of such Plans and Specifications relating to such Lot (subject to the requirements of this Article and the Design Review Guidelines then in effect).

Section 4. Disapproval of Plans and Specifications. If Plans and Specifications (whether schematic, preliminary or detailed) submitted to the Design Review Committee with respect to any Lot do not comply with the requirements of this Article as to the information required to be included in the Plans and Specifications, the Design Review Committee shall either disapprove such Plans and Specifications or approve them subject to such conditions and qualifications as the Design Review Committee may deem necessary to achieve compliance.

Section 5. Failure of the Design Review Committee to Act. If the Design Review Committee shall fail to act upon any Plans and Specifications submitted to it within thirty (30) after submission thereof, such Plans and Specifications shall be deemed to have

been approved as submitted, and no further action by the Design Review Committee shall be required. If construction on the proposed alteration or remodeling of a Structure is not commenced on a Lot on or before six (6) months from the date of submission of Plans and Specifications, then such "deemed approval" shall be automatically canceled and a new submission shall be required.

Section 6. Rules, Regulations and Policy Statements. The Board may, from time to time, adopt, amend, and enforce reasonable rules and regulations pertaining to its and the Design Review Committee's authorized duties and activities under this Declaration, and may, from time to time, issue statements of policy with respect to Plans and Specifications (whether schematic, preliminary or detailed) and such other matters as it is authorized to act on. Upon the adoption of any such rule, regulation or policy statement, or any amendment thereof, the Board shall file in its records a copy thereof, and the same shall become effective on the date of such filing. No rule, regulation or policy statement, or any amendment thereof, shall operate to revoke any detailed Plans and Specifications previously approved by the Design Review Committee.

The Board shall maintain a copy of the rules, regulations and policy statements and of each amendment thereof as a permanent record and shall make copies thereof available to any interested person at a reasonable cost.

Section 7. Violations. If any Structure situated upon any Lot shall have been constructed, erected, placed, remodeled or altered other than in accordance with the approved detailed Plans and Specifications, the Board shall certify a default to the Owner of the Lot involved, provided, however, that the Board may, upon such conditions as it may determine, waive any such default if it finds that such default does not substantially conflict with the policies of the Board.

Section 8. Right of Entry. The Board through its authorized officers, employees, and agents, shall have the right to enter upon any Lot at all reasonable times for the purpose of ascertaining whether such Lot or the construction, erection, placement, remodeling, or alteration of any Structure thereon is in compliance with the provisions of this Article, without the Board or such officers, employees or agents being deemed to have committed a trespass or wrongful act solely by reason of such action or actions.

Section 9. Fees. The Board may charge reasonable fees for the processing of Plans and Specifications. Such fees shall cover the cost of such processing, including inspection costs. Such fees shall be payable at the time of submission of the respective item for approval and shall be paid to the Association.

Section 10. Approval - Not a Guarantee. No approval of Plans and Specifications and no publication of standards shall be construed as representing or implying that such Plans, Specifications or standards will, if followed, result in properly designed improvements. Such approvals and standards shall not be construed as representing or guaranteeing that any Living Unit or other improvement built in accordance therewith will be built in a good and workmanlike manner. Neither Declarant, the Association, nor the Design Review Committee shall be responsible or liable for any defects in any Plans or Specifications submitted, revised or approved pursuant to the terms of this Article, any loss or damage to any person arising out of the approval or disapproval of any Plans or Specifications, any loss or damage arising from the non-compliance of such Plans and Specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such Plans and Specifications.

ARTICLE VIII

COVENANTS AND RESTRICTIONS FOR USE AND OCCUPANCY

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

(a) No noxious or offensive trade or activity shall be carried on upon any Lot or within any Living Unit located in the Subdivision, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or the other Owners of any portion of The Retreat at Summit Park Property.

(b) The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any Living Unit located in the Subdivision, except that this shall not prohibit the keeping of dogs, cats and/or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes. Dogs and cats must be kept within the confines of the Owner's Living Unit or Lot, except when being held on hand leash by person attending animal. Owners and/or harborers of dogs and cats shall be liable for any damage caused by such animals. Subject only to the provisions of Article III, the Association acting through its Board of Trustees may suspend for reasonable length of time the voting rights and the rights to use the Common Areas and Community Facilities of any person who violates this subparagraph (b).

(c) No burning of any trash and no accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted on any Lot.

(d) Trash and garbage containers shall not be permitted to remain outside any

Living Unit except on days of trash collection.

(e) Declarant retains the right to designate or reserve parking areas throughout The Retreat at Summit Park Property.

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

(g) No structure, planting or other material other than driveways, or sidewalks shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels. Any structure, planting or other material which represents a safety problem (e.g. sight restriction) shall be removed at Owner's expense.

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

(i) Garages shall be used only for the parking of vehicles and other customary uses and shall not be used for or converted into living area, (e.g., family room(s), bedroom(s), recreation room(s), etc.).

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

(k) Except as otherwise provided herein, no junk vehicles, commercial vehicles, trailers, boats, trucks of more than one ton, Structures of a temporary character, recreational vehicles, trailers, tents, shacks, barns or temporary outbuildings, excepting doghouses not maintained for commercial purposes, shall be kept or used upon the Lots or Common Areas, nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of its Board of Trustees provide and maintain a suitable area designated for the parking of such vehicles or the like. Notwithstanding

the provisions hereof, Declarant, the builder of a Living Unit and their contractors may, for the purpose of business use in connection with the development of the Lots or construction of Living Units thereon, maintain trucks, equipment, temporary offices (including trailers) and structures in connection with such development and construction.

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

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

No sign name plate or postal house number shall be animated or illuminated. This subsection shall not apply to Declarant as long as it is a Class B member, or at any time, to a sign, placed by or on behalf of Declarant, advertising or marketing The Retreat at Summit Park Property or any part therein.

(m) Any owner of a Living Unit who wishes to erect, place on, or maintain any outside television or radio aerial or antenna, or other aerial or antenna for reception or transmission, or satellite dish, on any Living Unit, may do so only if such antenna or satellite dish is installed on the interior of the courtyard of the Living Unit.

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

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

Section 3. Right of Association to Remove or Correct Violations of this Article. The Association may, in the interest of the general welfare of the Owners, and after

reasonable notice to the affected Owner, enter upon any Lot or the exterior of any Living Unit at reasonable hours for the purpose of removing or correcting any violation or any attempted violation of any of the covenants and restrictions contained in this Article, or for the purpose of abating anything herein defined as a prohibited use or nuisance, provided however, that no such action shall be taken without a resolution of the Board of Trustees. All charges incurred by the Association in obtaining access to any Lot or Living Unit covered under this Section and any charges incurred by the Association in correcting the violation hereunder, (including court costs and reasonable attorney's fees) shall constitute a charge against the Lot and a personal obligation of the Owner thereof, and the Association shall have a lien upon the property and Lot for such expenses, and including costs of collection of said lien amount, which lien shall be subordinate to first mortgages as provided in Article IV, Section 9.

Section 4. Declarant's Reservation of Entry Rights. The Declarant reserves the right until the public streets are accepted for maintenance by the City of Blue, to enter upon the Lot for purposes of correcting grade and drainage patterns for the benefit of The Retreat at Summit Park Property, provided that the Lot shall be restored to a like condition as to pavement, grass or sod which shall have been removed.

Section 5. Declarant's and Association's Right to Grant Easements. Notwithstanding any other provision of this Declaration, during the Development Period, the Declarant, and thereafter the Association, is authorized, without the consent of the Members, to grant easements across, through or under any Lot, Common Area, or Community Facility for utilities, public services, walks, trails, signage maintenance and for construction purposes, deemed by the granting party to be necessary or convenient for the enjoyment of the The Retreat at Summit Park Property or any part thereof, provided that no easement shall be granted across, through, or under any Living Unit or Structure, which restricts ingress or egress to such Living Unit or Structure.

Section 6. Access Easement. There are access easements indicated on the record plat for certain lots in The Retreat at Summit Park subdivision. The record plat contains a table listing the benefitted lot and burdened lot for each easement area. The following is the access easement description included on the record plan for the subdivision.

Each Lot that is designated hereon as being benefitted by an access easement ("Benefitted Lot") shall have a perpetual, Non-Exclusive, paid-up easement running with the land on, under, and over the adjacent designated burdened lot ("Burdened Lot") for the purposes provided herein. The Access Easement shall occupy an area on the burdened lot (i) five feet (5') in width along the common boundary line dividing the Benefitted Lot and the Burdened Lot, (ii) starting at a point on the front lot line (road right of way), and (iii) extending rearward to the rear yard building setback line, which

building setback line is twenty feet (20') from the rear property line.

Each access easement may be used by the owner of the Benefited Lot ("Benefited Owner") or on behalf of the Benefited Owner for inspection, maintenance, repair and construction of the Benefited Owner's home and exterior improvements, upon prior reasonable notice to the burdened Lot owner ("Burdened Owner"), except in an emergency when such prior notice is not required.

The use of the easement area by or on behalf of the Benefited Owner shall be limited to ingress and egress only.

If any of the burdened Owner's improvements in the access easement are damaged during any entry for maintenance, repair, or construction by or on behalf of the Benefited Owner, the Benefited Owner shall pay the cost of the repair of such damage, unless such damage was caused negligently, intentionally, or willfully by or on behalf of the Burdened Owner, in which case the burdened owner shall be liable for such cost.

The Benefited Owner shall indemnify, defend, release, and hold harmless the burdened owner from and against any and all claims, losses, damages, and expenses arising from any entry, use, or activity within the Access Easement by or on behalf of the Benefited Owner, its agents, employees, assigns, or guests.

Section 7. Arbitration. In the event of any dispute between Owners, or between an Owner and the Association or the Board, regarding the application of this Declaration or any rule or regulation, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. If the dispute is between Owners, and neither the Association nor the Board are a party, then the Board shall set a time and place for a hearing thereon within thirty (30) days thereafter, and give written notice to each party thereof not less than five (5) days in advance of such hearing. The Board shall act as arbitrator and, after hearing such evidence and arguments as it deems proper, shall render a written decision on the matter to each party within thirty (30) days after such hearing. If the dispute involves the Association or the Board as a party, the Board shall first attempt to resolve the matter with the Owner, but if not successful, then shall refer the dispute to binding arbitration with a private dispute resolution service selected by the Board to be conducted in the county in which the Development is located, to be decided by a single arbitrator whose decision shall be final and binding, which decision may be entered as a final decision in any court having jurisdiction, with the costs of the arbitrator to be paid by the Owner. If the arbitrator determines that the decision predominantly favors either the Association or the Board, the arbitrator shall direct the Owner to pay all of the costs and legal expenses incurred by the Board in the preparation and conduct the arbitration, but if the arbitrator determines that the decision does not predominantly favor the Association or the Board, the arbitrator shall direct each party to pay its own costs and legal expenses. No legal action may be instituted by either party on such a

dispute unless the arbitration provided for herein has occurred, or unless both parties have waived the requirement for arbitration.

ARTICLE IX

STORM WATER MANAGEMENT

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

Section 2, Maintenance of Storm Water Facilities. The Association shall be responsible for the care and maintenance of the Storm Water Facilities in accordance with the Maintenance Chart attached hereto as **Exhibit "F"**, including the replacing of any piping and the maintaining of good appearances around these easement areas. As to detention basins and private drainage easement areas, it shall be the responsibility of the Association to maintain and keep these areas clean and unobstructed and to cut grass or other vegetation growing in these areas. The Association shall be responsible for any required maintenance of pipes, concrete gutters, fixtures, mechanical devices, or for capital improvements thereto.

ARTICLE X

MISCELLANEOUS

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

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

A. **By Declarant:** Declarant reserves the right and power to amend this

Declaration to the extent necessary to conform to any requirements imposed or requested by any governmental agency, public authority or financial institution, without the approval of the Owners, or to the extent necessary to enable Declarant to meet any other reasonable need or requirement in order to complete the development of The Retreat at Summit Park Property and to facilitate the making and marketing of first mortgages upon any of the Lots. Any amendment must be recorded and shall take effect only upon recording. Each Owner, by acceptance of a deed to a Lot, consents to such right to amend the Declaration by Declarant.

B. **By Lot Owners.** Except as otherwise provided in this Declaration, this Declaration may be amended at any time by an instrument executed by the President of the Association which confirms that seventy-five (75%) percent of the Class A Members and, in addition, the Class B Member agree to amend the Declaration. This instrument shall certify that such an agreement exists and shall list the names of every Member in agreement. Any amendment must be recorded and shall take effect only upon recording.

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

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

Section 5. Enforcement. Except as provided in Article VIII, enforcement of this Declaration shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or to enjoin violation or to recover damages, and against the land to enforce any lien created

or allowed by this Declaration; and the failure or forbearance by the Association or any Owner to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Section 6. Severability. Invalidation of any part of this Declaration by judgment, decree or order shall in no way effect any other provision hereof, each of which shall remain in full force and effect.

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

Section 8. Condemnation.

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

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

Section 9. Professional Management Contracts. The Association may delegate all or any portion of its authority to discharge its responsibilities herein to a manager or managing agent. Any management agreement shall not exceed four (4) years and shall provide for termination by either party without cause or without payment of a termination fee on sixty (60) days or less written notice.

Section 10. Non-Liability of Declarant. Neither Declarant nor its representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authority granted or delegated to it, by or pursuant to, this Declaration, the Articles or the By-Laws, whether or not such claims shall be asserted by an Owner, the Association, or by any person or entity claiming through any of them; or shall be on account of injury to person or damage to or loss of property wherever located and however caused. Without limiting the generality of the

foregoing, the foregoing enumeration includes all claims for, or arising by reason of, The Retreat at Summit Park Property or any part thereof not being maintained or repaired by reason of any act or neglect of any Owner, the Association or their representative agents, employees, guests and invitees or by reason of any neighboring property or personal property located on or about The Retreat at Summit Park Property, or by reason of the failure to furnish or disrepair of any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.) except as provided by any written warranty provided to an Owner or the Association.


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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

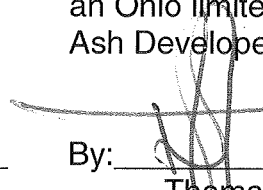
IN WITNESS WHEREOF, **BLUE ASH DEVELOPMENT, LLC.**, , an Ohio limited liability company, by GT Blue Ash Developer LLC, an Ohio limited liability company its managing member, has executed this Declaration on the day and year first written above.

Witnessed and Acknowledged
in the Presence of:

BLUE ASH DEVELOPMENT, LLC.,
an Ohio limited liability company, by GT Blue
Ash Developer LLC its managing member



Print Name: JAMES E. KIEPER

By: 

Thomas H. Humes - President

STATE OF OHIO, COUNTY OF HAMILTON, SS:

The foregoing instrument was acknowledged before me this 13th day of October 2015, by Thomas H. Humes, President of GT Blue Ash Developer LLC, an Ohio limited liability company, managing member of **BLUE ASH DEVELOPMENT, LLC.**, an Ohio limited liability company, on behalf of the company.



Notary Public



DEBBIE J. BONHAUS
NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires
January 1, 2019

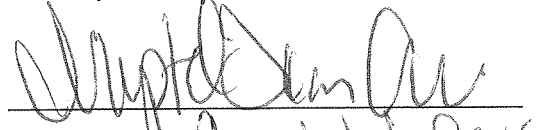
CONSENT OF MORTGAGEE

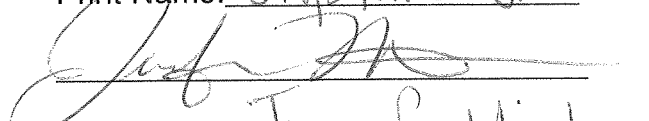
The undersigned, **UNION SAVINGS BANK**, an Ohio banking corporation organized and existing under the laws of the State of Ohio and whose address is 8534 East Kemper Road, Cincinnati, Ohio 45249, Attn: Brenda K. Bingaman (the "Lender"), is the holder of a Mortgage to the real estate described in the foregoing Declaration for The Retreat at Summit Park from Blue Ash Development, LLC., an Ohio limited liability company, dated OCTOBER 13, 2015, and recorded in Official Record Book 12904, Pages 00606 of the Mortgage Records of Hamilton County, Ohio.

UNION SAVINGS BANK hereby consents to the execution and delivery of the Declaration, together with the exhibits thereto, and consents to the filing thereof in the office of the Recorder of Hamilton County, Ohio. **UNION SAVINGS BANK** hereby subjects and subordinates the above-described mortgage to the provisions of the foregoing Declaration with all exhibits attached thereto.


IN WITNESS WHEREOF, **UNION SAVINGS BANK** has caused the execution of this Consent of Mortgagee this 12th day of OCT. 2015, by its duly authorized officer.

Witnessed and Acknowledged
in the presence of:


Print Name: Crystal J. Cross

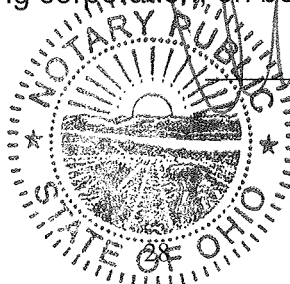

Print Name: Jennifer Minton

UNION SAVINGS BANK,
an Ohio banking corporation

By: 
Brenda K. Bingaman, Executive Vice
President

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 12 day of OCT 2015, by Brenda K. Bingaman, Executive Vice President of **UNION SAVINGS BANK**, an Ohio banking corporation, on behalf of the corporation.



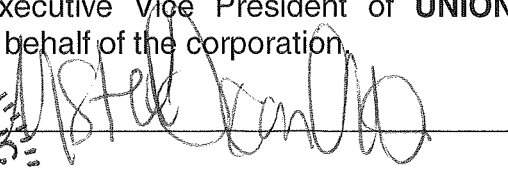

CRYSTAL J. CROSS
Notary Public, State of Ohio
My Comm. Expires 11-15-18

EXHIBIT "A"

Legal Description for The Retreat at Summit Park Property

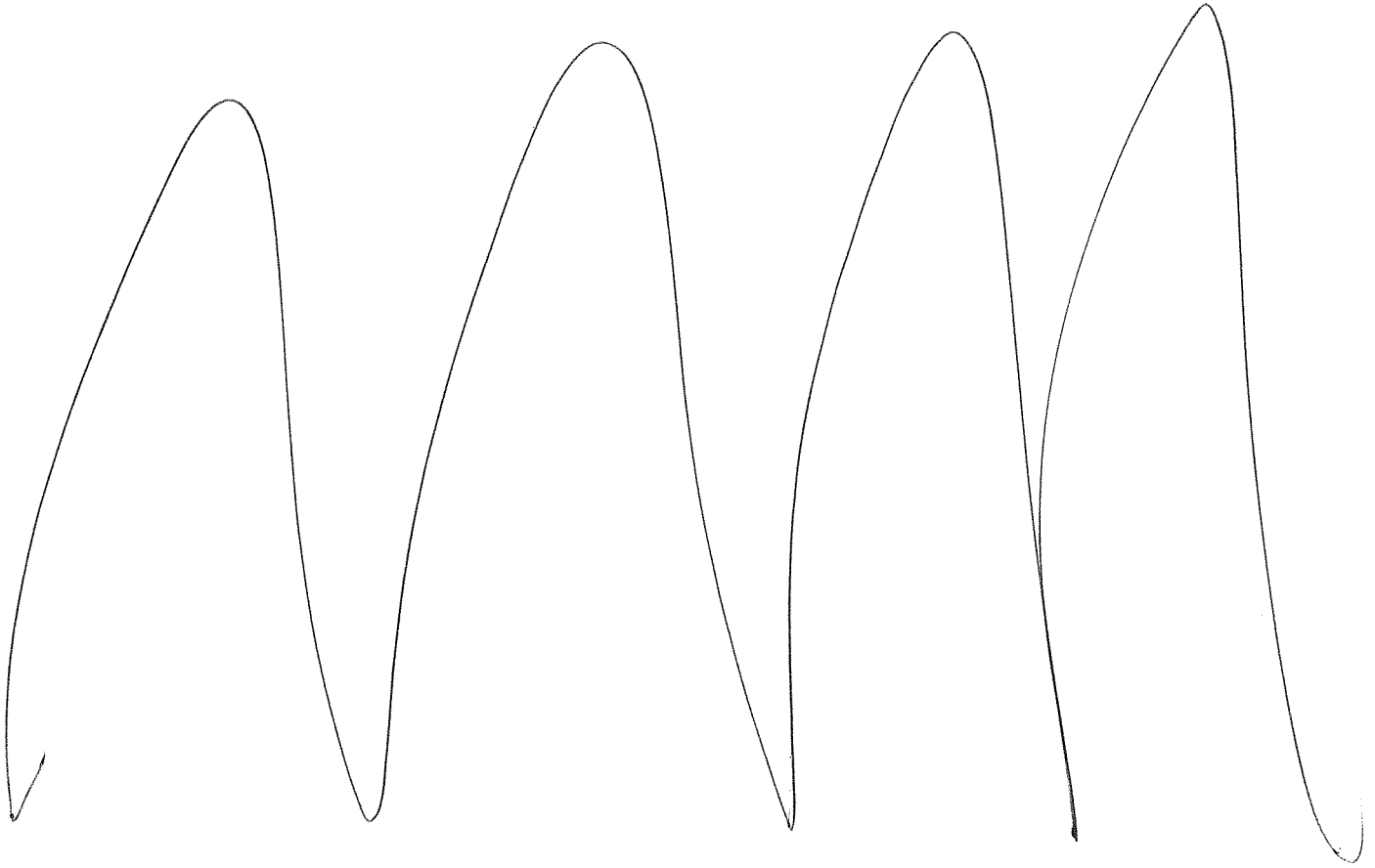


EXHIBIT A

Legal Descriptions for The Retreat at Summit Park Property

Tract 1

Situate in Section 17, Town 4, Entire Range 1, Miami Purchase and being more particularly described as follows:

Beginning at a point in the west line of said Section 17, 1332.10 feet north of the southwest corner of the Section; thence in the west line of said Section, North 3° 01' East, 353.10 feet; thence South 82° 39' 30" East, 1348.05 feet; thence South 2° 40' West, 353.10 feet; thence North 82° 40' West, 1350.22 feet to the place of beginning. ✓

Containing 10.90 acres of land.

Hamilton County Auditor's Parcel No. 612-150-14 ✓

Prior Instrument Reference: Registered Land Certificate No. 204822; O.R. Book 9759, Page 174

DESCRIPTION ACCEPTABLE
HAMILTON COUNTY ENGINEER

Tax Map - 5/27/15 ✓

CAGIS -

Tract 2

Situate in Section 17, Town 4, Entire Range 1, City of Blue Ash, Sycamore Township, Hamilton County, Ohio and being part of the same lands conveyed to Robert T. McConaughy, Tr. in Deed Book 3786, Page 38, records of the Hamilton County, Ohio Recorder's Office and also being more particularly described as follows:

Beginning at a set 5/8" iron pin at the northeast corner of Fox Hollow Subdivision, Section One as recorded in Plat Book 218, Page 36, records of the Hamilton County, Ohio Recorder's Office;

Thence along the north line of said subdivision, North 80°18'00" West, 141.24 feet to a set 5/8" iron pin at the southeast corner of lands conveyed to Robert T. McConaughy, Tr. In Deed Book 4121, Page 1032, records of the Hamilton County, Ohio Recorder's Office;

Thence with lines of said Robert T. McConaughy, Tr. North 05°02'00" East, 30.10 feet to a set 5/8" iron pin and North 80°18'00" West, 1210.94 feet to a set nail in the west line of aforesaid Section 17, in the existing corporation line between the City of Sharonville and aforesaid City of Blue Ash and in the centerline of Plainfield Road, currently 60 feet in width;

Thence along said section line, corporation line and centerline, North 05°23'00" East, 320.17 feet to a set nail at the southwest corner of lands conveyed to Sally A. McConaughy, Tr. in Official Record 9759, Page 174, records of the Hamilton County, Ohio Recorder's Office and registered in R.L. Certificate 204822, records of the Hamilton County, Ohio Registered Land Office;

Thence with the south line of said Sally A. McConaughy, Tr., South 80°18'00" East, 1350.22 feet to a point in the west line of lands conveyed to Blue Ash Corporate Center, LLC in Official Record 7883, Page 345, records of the Hamilton County, Ohio Recorder's Office and witnessed by an existing concrete monument lying 0.4 feet north;

Thence along the west line of said Blue Ash Corporate Center, LLC, South 05°02'00" West, 350.42 feet to the point of beginning.

Containing 10.0005 acres (435,624 square feet) of land.

Hamilton County Auditor's Parcel No. 612-150-15

Prior Instrument Reference: O.R. Book 12817, Page 803, and O.R. Book _____, Page _____

DESCRIPTION ACCEPTABLE
HAMILTON COUNTY ENGINEER

Tax Map - 5/27/15 [Signature]

CAGIS - _____

612-150-15
4

Tract 3

Situated in Section 17, Township 4, Entire Range 1, Sycamore Township, City of Blue Ash, Hamilton County, State of Ohio, and being more particularly described as follows:

Beginning at the southwest corner of Section 17; thence along the west line of said Section, North 3-1-0 East, for a distance of 981.69 feet to the real place of beginning; thence continuing along said west line, North 3-1-0 East, for a distance of 30.09 feet to the southwest corner of Lot No. Three (3) on the plat of partition of the Jacob P.T. Miller Estate, recorded in Plat Book 13, page 19 of the records of the Recorder's Office, Hamilton County, Ohio; thence leaving said west line, South 82-40-0 East along the south line of said Lot No. Three (3), for a distance of 1210.94 feet to a stake in the northeast corner of Lot No. Seven (7) as recorded on said plat of partition of the Jacob P.T. Miller Estate; thence along the east line of said Lot No. Seven (7) South 2-40-0 West, 30.10 feet; thence parallel with the south line of said Lot No. Three (3), North 82-40-0 West, 1211.13 feet to the place of beginning; subject to the rights of the public in Plainfield Road.

Contains 36331.06 square feet or 0.834046 acres.

Hamilton County Auditor's Parcel No. 612-150-406

Prior Instrument Reference: Deed Book 4121, Page 1032, and O.R. Book _____, Page _____

* 612-150-406

5/1

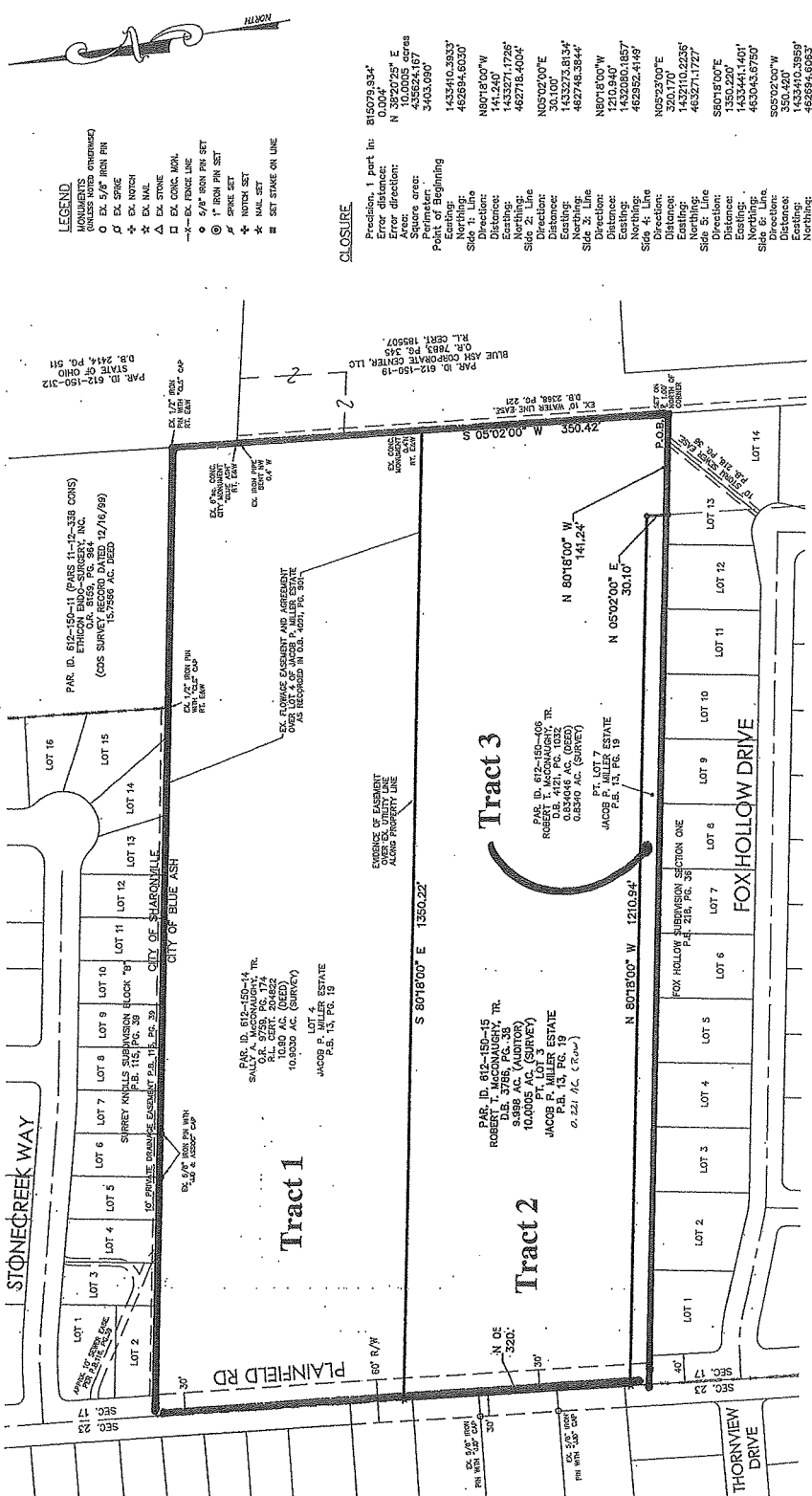
0115138.0560013 4844-1518-5184v4

DESCRIPTION ACCEPTABLE
HAMILTON COUNTY ENGINEER

Tax Map -

5/27/15 [Signature]

CAGIS -



LEGEND

MONUMENTS (unless noted otherwise)

- EX. IRON PIN
- EX. STONE
- ☆ EX. NAIL
- ☆ EX. NAIL
- △ EX. STONE
- EX. CONC. MARK
- 5/16" IRON PIN SET
- 1" IRON PIN SET
- ☆ SPIKE SET
- ☆ NOTCH SET
- ☆ NAIL SET
- SET STAKE ON LINE

CLOSURE

Precision: 1 part in: 815078.934"
 Error distance: 0.0054"
 Error direction: N 10.0005 457848
 Area: 435624.167
 Square area: 3403.090'
 Point of Beginning: 1433410.3933
 Northing: 462894.6030
 Easting: 890718.0000
 Direction: 141.240'
 Distance: 1433271.7296
 Northing: 462716.4804
 Easting: 30.100'
 Direction: N05°02'00"E
 Distance: 1433273.8134
 Northing: 462746.3844
 Easting: 890718.0000
 Direction: N80°18'00"W
 Distance: 1210.840'
 Northing: 462852.4149
 Easting: 890718.0000
 Direction: N05°23'00"E
 Distance: 1432110.2936'
 Northing: 463271.1727
 Easting: 890718.0000
 Direction: S89°48'00"E
 Distance: 1530.200'
 Northing: 1433441.1401'
 Easting: 463304.6750'
 Direction: S05°02'00"W
 Distance: 350.420'
 Northing: 1433410.3939'
 Easting: 462894.6035'

PLAT OF SURVEY

SECTION 17, TOWN 4, ENTIRE RANGE 1
 CITY OF BLUE ASH
 SYCAMORE TOWNSHIP, HAMILTON COUNTY, OHIO

MSP **McGill Smith Punshon, Inc.**
 3700 Park 42 Drive - Suite 1908
 Cincinnati, Ohio 45241-2097
 Tel 513.757.0004 • Fax 513.563.7099
 Engineers • Architects • Surveyors • Landscape Architects • Planners
 Drawn By: CMB/DMB
 Project No.: 17 OCT 2011
 Scale: 1" = 100' (AS SHOWN)
 Date: 04/18/11
 Sheet No.: 1/1
 N/A File No.: 64-45



DESCRIPTION ACCEPTABLE
 HAMILTON COUNTY ENGINEER
 Title: *Richard D. Nichols*
 CAGIS: *612-150-15*

Revision

By	Date
IP SET & 1" OFF	08/12/04/14



NOTES:

- BEARINGS BASED ON US STONE IN THE MARK (GNS CENTER POINT 8400) AS SUPPLIED BY HAMILTON COUNTY HORIZONTAL AND VERTICAL BENCHMARK CONTROL MONUMENT 8570 AND REDUCED TO GROUND USING GEODATA CONTROL MONUMENT, GROUND SCALE FACTOR: 1.0000844589.
- MONUMENT 8570 TO FIELD LOCATED MONUMENT 8543 = N 33°34'31" E, 3021.71'.
- TIES TO HAMILTON COUNTY MONUMENTS: P003 -> MON. 8548 = N 62°53'54" E, 3007.17'; P006 -> MON. 8570 = S 71°52'29" E, 1862.68'
- OCCUPATION IN GENERAL FITS SURVEY EXCEPT AS SHOWN.
- MONUMENTS GENERALLY IN GOOD CONDITION UNLESS NOTED OTHERWISE.
- SURVEY BASED ON FIELD EVIDENCE AND DEEDS & PLATS OF RECORD NOTED HEREON.
- PLATS AND SURVEYS NOTED WERE DISCOVERED DURING THE COURSE OF RESEARCH OF PUBLIC RECORDS. IT IS ADVISED THAT ALL OF THE EASEMENTS AND/OR ENCROACHMENTS AFFECTING THE SUBJECT PROPERTY.

Tract 4

DESCRIPTION FOR: Former Ethicon Endo-Surgery, Inc. Property

LOCATION: HAMILTON COUNTY, OHIO

Situate in Section 17, Town 4, Entire Range 1, City of Blue Ash, Sycamore Township, Hamilton County, Ohio and being part of the same lands conveyed to Ethicon Endo-Surgery, Inc. in Official Record 8159, Page 964, records of the Hamilton County Ohio Recorder's Office and also being more particularly described as follows:

Beginning at the northeast corner of lands conveyed to Sally A. McConaughy, Trustee in Official Record 9759, Page 174, Hamilton County, Ohio Recorder's Office, and registered in Registered Land Certificate 204822, Hamilton County, Ohio Registered Land Office, witnessed by an existing 1/2" iron pin with "CLS" cap lying 1.6' north;

Thence along the north line of said registered land, North 82°43'29" West, 361.73 feet to a point and witnessed by an existing 1/2" iron pin with "CLS" cap lying 0.6' north;

Thence North 02°46'40" East, along the west line of grantor herein, passing an existing 3/4" iron pipe lying 0.2' west at 652.83 feet, passing an existing 5/8" iron pin with cap lying 0.5' east at 722.47 feet, passing an existing 1/2" iron pipe at 723.63 feet, a total distance of 818.36 feet to an existing 1/2" iron pin set in concrete;

Thence South 81°20'00" East, along the north line of grantor herein, passing an existing 1" iron pipe lying 0.4' north at 148.83 feet, a total distance of 360.01 feet to a set 5/8" iron pin;

Thence in part, with a new division line and in part, along the west line of lands conveyed to the State of Ohio in Deed Book 2414, Page 511, records of the Hamilton County, Ohio Recorder's Office, South 02°36'01" West, passing an existing bent 1/2" iron pin with "CLS" cap lying 0.2 feet east at 379.80 feet, a total distance of 809.79 feet to the point of beginning.

Containing 6.7150 acres (292,508 square feet) of land.

Subject to all legal highways, easements and restrictions of record.

This conveyance is a transfer between adjoining lot owners made in compliance with Section 711.001 Subsection (B)(1) Ohio Revised Code and does not create an additional building site nor violate any zoning regulation or other public regulation in the parcel hereby conveyed or the balance of the parcel retained by the grantor herein. The parcel hereby conveyed may not hereafter be conveyed separately from the grantee's adjoining parcel nor any structure erected thereon without the prior approval of the authority having approving jurisdiction of plats.

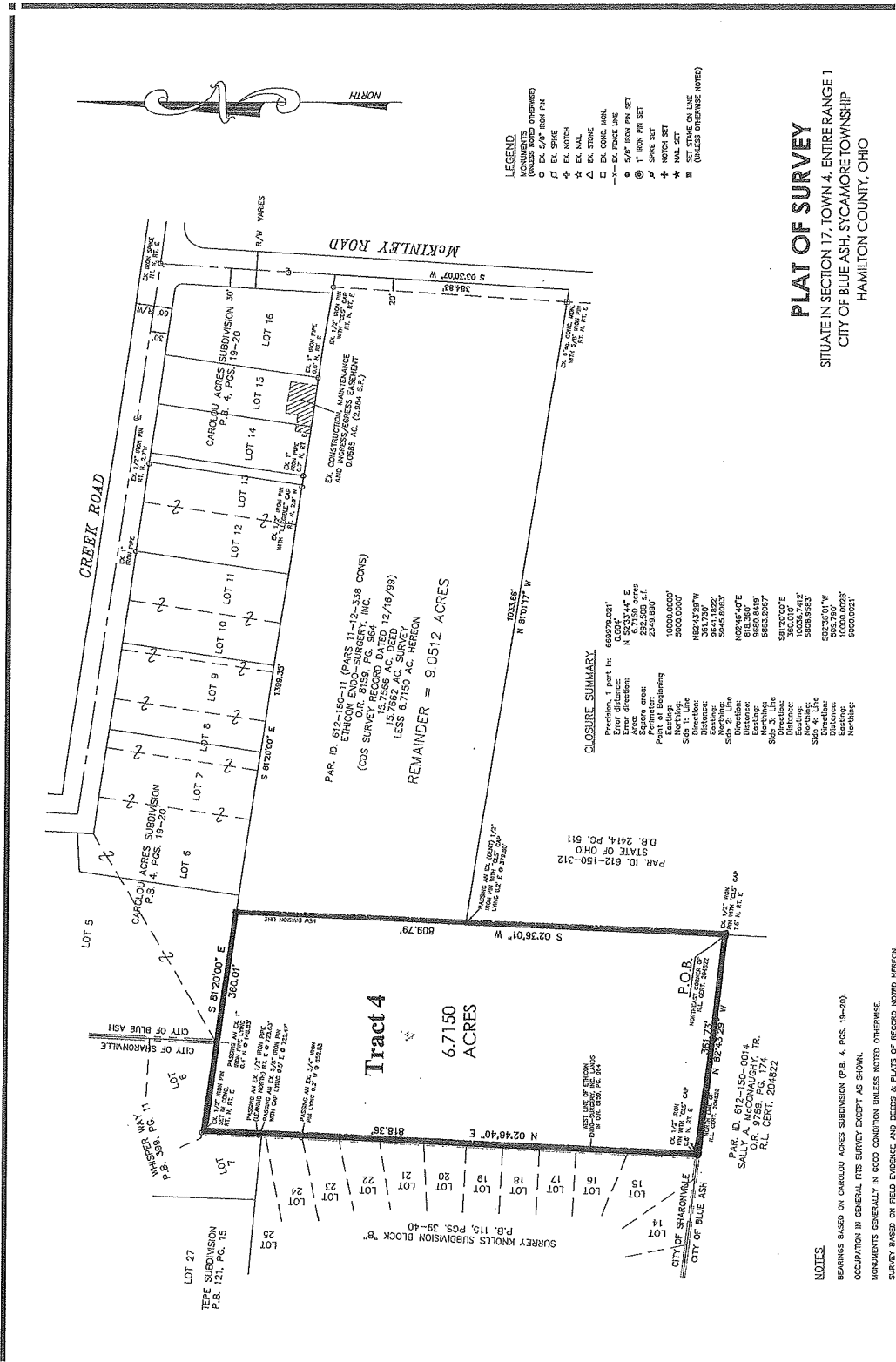
The above description being prepared from a Plat of Survey dated October 9, 2014 by McGill Smith Punshon, Inc., under the direction of Richard D. Nichols, P.S., Ohio Registration No. 7929. Bearings are based on Carolou Acres Subdivision as recorded in Plat Book 4, Pages 19-20, records of the Hamilton County, Ohio Recorder's Office.

Prepared by: McGill Smith Punshon, Inc.
Date: October 09, 2014
MSP No.: 13323.14

13323143-LEG-6,7150ac.docx



McGill Smith Punshon, Inc.
3700 Park 42 Drive ■ Suite 1908 ■ Cincinnati, Ohio ■ 45241-2097
513.759.0004 ■ Fax 513.563.7099 ■ www.mcgillsmithpunshon.com

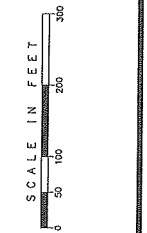


- LEGEND**
- MONUMENTS (UNLESS NOTED OTHERWISE)
 - EX. 5/8" IRON PIN
 - EX. 1" IRON PIN
 - △ EX. CONG. MON.
 - ✱ EX. NATL
 - EX. CONC. MON.
 - EX. CONC. LINE
 - EX. 5/8" IRON PIN SET
 - EX. 1" IRON PIN SET
 - ✱ EX. NATL SET
 - ✱ EX. NATL SET
 - ✱ EX. NATL SET
 - ✱ EX. NATL SET
 - ✱ EX. NATL SET
 - ✱ EX. NATL SET
 - SET STAKE ON LINE (UNLESS OTHERWISE NOTED)

CLOSURE SUMMARY

Precision, 1 part in: 66928 part
 Error distance: 0.004'
 Area: 6,715.0 ac
 Square area: 292,503 sq. ft.
 Point of Beginning: 2549.889'
 Bearings: 10000.0000"
 Distances: 5000.0000"
 Side 1: 350.000' W
 Side 2: 1038.000' E
 Side 3: 583.000' S
 Side 4: 824.000' W
 Direction: N 82° 00' 00" E
 Easting: 8820.8419'
 Direction: N 82° 00' 00" E
 Easting: 8820.8419'
 Direction: N 82° 00' 00" E
 Easting: 8820.8419'
 Direction: N 82° 00' 00" E
 Easting: 8820.8419'
 Direction: N 82° 00' 00" E
 Easting: 8820.8419'
 Direction: N 82° 00' 00" E
 Easting: 8820.8419'

Revision	By	Date



PLAT OF SURVEY
 SITUATE IN SECTION 17, TOWN 4, ENTIRE RANGE 1
 CITY OF BLUE ASH, SYCAMORE TOWNSHIP
 HAMILTON COUNTY, OHIO

McGill Smith Punshon, Inc.
 300 Park 42 Drive • Suite 110B
 Columbus, OH 43261
 Tel 614.299.0004 • Fax 614.543.7099
 www.mcgillsmithpunshon.com

Engineers • Architects • Surveyors • Landscapers • Planners
 Plotters • GIS • CAD • BIM • 3D • 2D • 1D

Drawn By: CAM/Edw. 97 OCT 2014 Project No. 113891.14 Sheet No. 1/1
 Object Use: R/L License No. 7-10077608 D.B. JPC 13353

NOTES

BEARINGS BASED ON CAROLOU ACRES SUBDIVISION (P.B. 4, P.C.S. 19-20).
 OCCUPATION IN GENERAL BY SURVEY EXCEPT AS SHOWN.

MONUMENTS GENERALLY IN GOOD CONDITION UNLESS NOTED OTHERWISE.

SURVEY BASED ON FIELD EVIDENCE AND DEEDS & PLATS OF RECORD NOTED HEREON.
 EASEMENTS SHOWN HEREON WERE DISCOVERED DURING THE COURSE OF RESEARCH OF
 ENCUMBRANCES AND DO NOT COMPRISE ALL OF THE EASEMENTS AND/OR
 ENCUMBRANCES ON THE SUBJECT PROPERTY.

SEE TO COUNTY RECORDS FOR THE SURVEY INSTRUMENTS.

P.O.B. TO HAN. CO. MON. 8270 = S 29°29'25" E, 2040.68'
 P.O.B. TO HAN. CO. MON. 8243 = N 72°27'11" E, 2861.18'

EXHIBIT "B"

**Legal Description of the Subdivision Property
which is subject to this Declaration**

All Subdivision Lots – Registered Land and Unregistered Land

Situate in Section 17, Town 4, Entire Range 1, City of Blue Ash, Hamilton County, Ohio and being all of **Lot Numbers 1 through 29** inclusive of The Reserve at Summit Park Phase One, as recorded in Plat Book 449, Pages 31 AND 32 and ~~Registered Land Plat Book _____, Pages _____~~, all of the Hamilton County, Ohio records.

All Open Space Lots – Registered Land and Unregistered Land

Situate in Section 17, Town 4, Entire Range 1, City of Blue Ash, Hamilton County, Ohio and being all of **Lots A, B, C, and D** of The Retreat at Summit Park Phase One, as recorded in Plat Book 449, Pages 31 AND 32 and ~~Registered Land Plat Book _____, Pages _____~~, all of the Hamilton County, Ohio records.

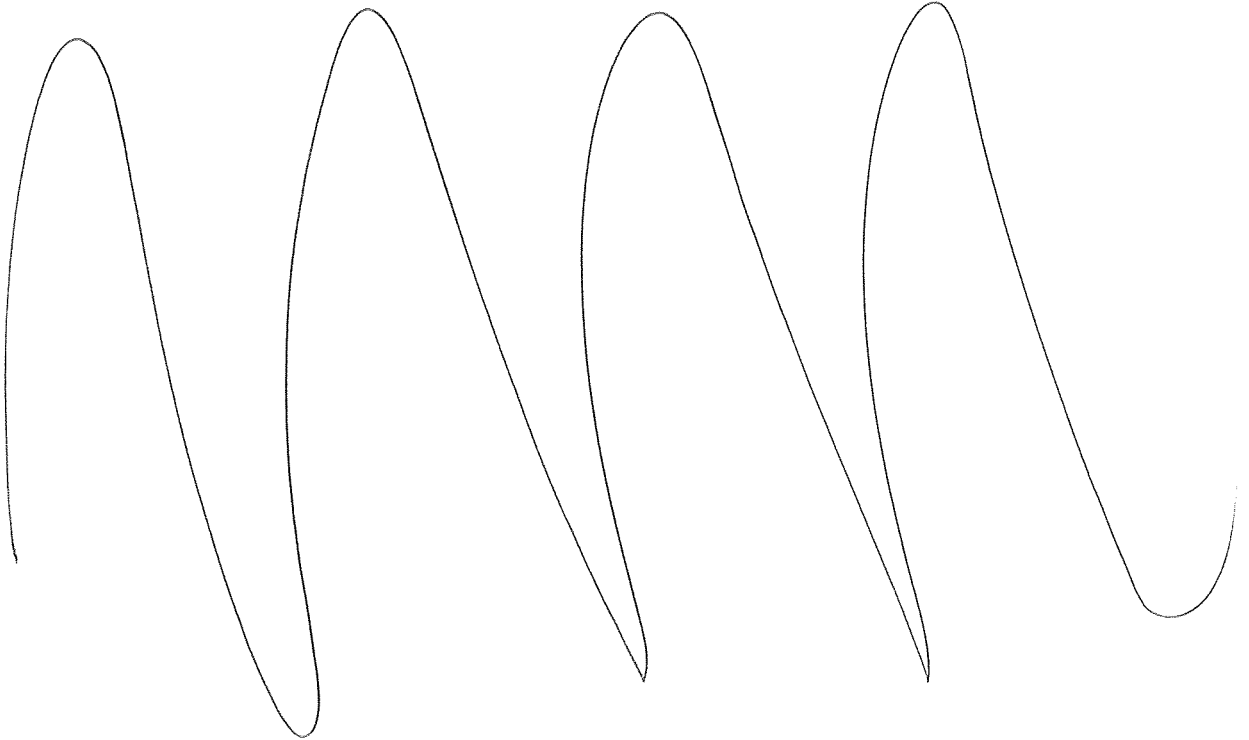
<u>Lot Number</u>	<u>Address</u>	<u>Lot Number</u>	<u>Parcel Number</u>
1	10523 Adirondack Way	16	10511 Sundance Court
2	10519 Adirondack Way	17	10507 Sundance Court
3	10515 Adirondack Way	18	10503 Sundance Court
4	10511 Adirondack Way	19	10502 Sundance Court
5	10507 Adirondack Way	20	10506 Sundance Court
6	10503 Adirondack Way	21	10510 Sundance Court
7	10502 Adirondack Way	22	10514 Sundance Court
8	10506 Adirondack Way	23	10518 Sundance Court
9	10510 Adirondack Way	24	10522 Sundance Court
10	10514 Adirondack Way	25	4047 Retreat Drive
11	10518 Adirondack Way	26	4049 Retreat Drive
12	10522 Adirondack Way	27	4051 Retreat Drive
13	10523 Sundance Court	28	4053 Retreat Drive
14	10519 Sundance Court	29	4055 Retreat Drive
15	10515 Sundance Court		

Open Space Lots

- A 4011 Retreat Drive
- B 10599 Adirondack Way
- C 10598 Adirondack Way
- D 10501 Sundance Court

EXHIBIT C

Articles of Incorporation





DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
05/26/2015	201514600758	DOMESTIC NONPROFIT CORP - ARTICLES (ARN)	125.00	0.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

BARRON PECK BENNIE & SCHLEMMER CO., LPA
ATTN: MAURA BAHU
3074 MADISON RD
CINCINNATI, OH 45209

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jon Husted
2396357

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
THE RETREAT AT SUMMIT PARK HOMEOWNERS ASSOCIATION, INC.

and, that said business records show the filing and recording of:

Document(s)

DOMESTIC NONPROFIT CORP - ARTICLES

Effective Date: 05/20/2015

Document No(s):

201514600758



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

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
26th day of May, A.D. 2015.

Ohio Secretary of State



Form 532B Prescribed by:

JON HUSTED
OHIO SECRETARY OF STATE

Toll Free: (877) SOS-FILE (877-767-3463)
Central Ohio: (614) 466-3910

www.OhioSecretaryofState.gov
busserv@OhioSecretaryofState.gov

File online or for more information: www.OHBusinessCentral.com

Mall this form to one of the following:

Regular Filing (non expedite)
P.O. Box 670
Columbus, OH 43216

Expedite Filing (Two business day processing time.
Require an additional \$100.00)

P.O. Box 1390
Columbus, OH 43216

Initial Articles of Incorporation
(Nonprofit, Domestic Corporation)
Filing Fee: \$125
(114-ARN)

2015 MAY 20 PM 12:33

First: Name of Corporation

Second: Location of Principal office in Ohio
City:
County:
State:

Effective Date (Optional)
(The legal existence of the corporation begins upon the filing of the articles or on a later date specified that is not more than ninety days after filing)

Third: Purpose for which corporation is formed

****Note for Nonprofit Corporations:** The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit corporation secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided.

****Note:** ORC Chapter 1702 allows for additional provisions to be included in the Articles of Incorporation that are filed with this office. If including any of these additional provisions, please do so by including them in an attachment to this form.

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of

hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is

Name

Mailing Address

City

State

Zip Code

Must be signed by the
Incorporators or a
majority of the
incorporators

Signature

Signature

Signature

ACCEPTANCE OF APPOINTMENT

The Undersigned, , named herein as the

Statutory Agent Name

Statutory agent for

Corporation Name

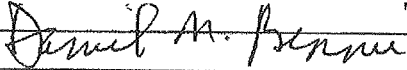
hereby acknowledges and accepts the appointment of statutory agent for said corporation.

Statutory Agent Signature

Individual Agent's Signature / Signature on behalf of Business Serving as Agent

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required
Articles and original appointment of agent must be signed by the incorporator(s).


Signature

If the incorporator is an individual, then they must sign in the "signature" box and print his/her name in the "Print Name" box.

By

Daniel M. Bennie
Print Name

If the incorporator is a business entity, not an individual, then please print the entity name in the "signature" box, an authorized representative of the entity must sign in the "By" box and print his/her name and title/authority in the "Print Name" box.

Signature

By

Print Name

Signature

By

Print Name

EXHIBIT D

BY-LAWS AND REGULATIONS OF THE RETREAT at SUMMIT PARK HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the Association is The Retreat at Summit Park Homeowners Association, Inc., (the "Association"). The principal office of the Association shall be located at 4000 Executive Park Drive, Cincinnati, Ohio 45241, but meetings of Members and Trustees may be held at such places within Hamilton County, State of Ohio, as may be designated by the Board of Trustees.

ARTICLE II

DEFINITIONS

Section 1. "Declaration" shall mean and refer to the "Declaration of Covenants, Conditions, Restrictions and Reservation of Easements" applicable to the Property known as The Retreat at Summit Park recorded in the Office of the Hamilton County Recorder, as the same may be amended from time to time.

Section 2. As used in these By-Laws, the terms "Articles" and "Articles of Incorporation," "Association", "Board" and "Board of Trustees", "By-Laws", "Common Areas" and "Community Facilities", "Declarant", "Development Period", "Living Unit", "Lot", "Member", "Owner", "Property" and "Trustee" or "Trustees" shall have the same meaning as each is defined to have in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be

held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the first Monday of the same month of each year thereafter. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meeting of the Members may be called at any time by the President or by the Board of Trustees.

Section 3. Notice of Meetings. Except as otherwise provided in the Declaration, written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence of those in attendance at the meeting of Members entitled to cast the votes 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.

Section 5. Adjourned Meetings. If, at any regular or special meeting of the Members of the Association, there be less than a quorum present, a majority of those Members present and entitled to vote may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called, at which time the quorum requirement shall remain the presence of those in attendance entitled to cast the votes of each class of membership of the Association and any business which might lawfully have been transacted at the meeting as originally called may be transacted without further notice.

Section 6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 7. Voting. The vote of the majority of those present, either in person or by proxy, shall decide any question brought before the meeting, unless the question is one upon which a different vote is required by provision of the laws of Ohio, the Declaration, the Articles of Incorporation of the Association or these By-Laws.

Section 8. Suspension of Voting Privileges. No Member shall be eligible to vote or to be elected to the Board of Trustees who is shown on the books of the

Association to be more than sixty (60) days delinquent in the payment of any assessment due the Association.

ARTICLE IV

BOARD OF TRUSTEES - SELECTION - TERM OF OFFICE

Section 1. Board of Trustees. The initial Board shall consist of three (3) Trustees appointed by the Class B Member who shall serve until their respective successors are appointed and qualified. Declarant appointed Trustees need not be Members of the Association.

Except as otherwise hereafter provided and except for the period during which the Declarant shall control the Board, Trustees shall be elected for three (3) year terms of office and shall serve until their respective successors are elected and qualified. Any vacancy which occurs in the initial or any subsequent Board, by reason of death, resignation, removal, or otherwise, may be filled at any meeting of the Board by the affirmative vote of a majority of the remaining Trustees representing the same class of Members who elected or appointed the Trustee whose position has become vacant. Any Trustee elected to fill a vacancy shall serve as such until the expiration of the term of the Trustee whose position he or she was elected to fill.

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

At the fifth annual meeting, the Class B Member shall appoint two (2) Trustees from the Class A Members. One of the Trustees shall be appointed for a two (2) year term, one of the Trustees shall be appointed for a one (1) year term. At the expiration of the terms of such Trustees and until such time as the Declarant shall transfer control of the Board to the Class A Members, the Class B Member shall, at the annual meeting, appoint successor Trustees for a two (2) year term. The Declarant shall transfer control of the Board to the Class A Members after the later of the following events: (i) fifteen (15) years following conveyance of the first acreage of the Property by the Declarant; or (ii) abandonment of the Property by Declarant. At this meeting, all Declarant appointed Trustees shall be deemed removed from office and the Class A Members, including the Declarant if it is then an Owner, shall elect a Trustee to fill each vacancy on the Board. The terms of said elected Trustees shall be from one to three years, as determined by the Board, so that in any one year thereafter, the terms of no more than two (2) nor less than one (1) Trustees shall expire. At all times after this meeting, the Board shall consist of five (5) Trustees who shall be Owners or their employees or agents. Additionally,

after this meeting, all Trustees, and their successors, shall be elected by Class A Members and shall be elected for a three (3) year term.

Notwithstanding anything above to the contrary, the Class B Member may, by written notice to the Board, at or before any annual meeting, relinquish to the Class A Members, the Class B Members right to elect one or more Trustees at such annual meeting pursuant to this section.

Section 2. Election. Following the termination of Class B Membership, election to the Board of Trustees shall be by written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. Removal. Any Class A Trustee may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. Class B Trustees may only be removed by Declarant.

Section 4. Compensation. No Trustee shall receive compensation for any service he may render to the Association. However, any Trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Trustees. Any action so approved shall have the same effect as though taken at a meeting of the Trustees.

ARTICLE V

NOMINATION OF TRUSTEES

Section 1. Nomination. Upon the Declarant relinquishing control of the Board of Trustees, any future nominations for election to the Board of Trustees shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Trustees, and two or more Members of the Association appointed by the Chairman. The Nominating Chairman shall be appointed by the Board of Trustees at least sixty (60) days prior to each annual meeting of the Members, to serve from the time of appointment until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled by election.

ARTICLE VI

MEETINGS OF TRUSTEES

Section 1. Regular Meetings. The Board of Trustees shall meet at regular meetings established at the convenience of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Trustees shall be held when called by the President of the Association, or by any three (3) Trustees, after not less than three (3) days notice to each Trustee.

Section 3. Waiver of Notice. Any requirement of notice to a Trustee provided under this Article VI may be waived by the Trustee entitled thereto by written waiver of such notice signed by the Trustee and filed with the Secretary of the Association.

Section 4. Quorum. A majority of Trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Trustees present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF TRUSTEES

Section 1. Powers. The Board of Trustees shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Areas and Community Facilities and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the Common Areas and Community Facilities of a Member during any period in which such Member shall be in default in the payment of any Assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Trustees to be vacant in the

event such Trustee shall be absent from three (3) consecutive regular meetings of the Board of Trustees;

(e) employ a manager, an independent contractor, or such employees as they deem necessary, and to prescribe their duties; and

Section 2. Duties. It shall be the duty of the Board of Trustees to:

(a) cause to be kept a complete record of all its acts, corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is required in writing by the Class B Member and by thirty (30%) percent of the Class A Members;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period;

(2) send written notice of each Assessment to every Owner subject thereto fifteen (15) days in advance of each assessment period; and

(3) foreclose the lien against any property for which Assessments are not paid within sixty (60) days after due date or to bring an action at law against the Owner personally obligated to pay the same, when, in the sole determination of the Board, foreclosure or an action at law is necessary to collect such Assessments and otherwise protect the interest of the Association;

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge not to exceed Twenty-Five (\$25.00) dollars may be made by the Board for issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability, hazard and other appropriate insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

- (g) cause the Common Areas and Community Facilities to be maintained;
- (h) otherwise perform duties imposed by the Declaration.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be Members of the Board of Trustees, a Secretary, and a Treasurer, and such other officers as the Board may from time to time create by resolution.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the Members.

Section 3. Term. The officers of the Association shall be elected by the Board and each shall hold office for three (3) years unless such officer shall sooner resign, or shall be removed, or be otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

- (a) The President shall preside at all meetings of the Members and of the Board of Trustees and shall see that orders and resolutions of the Board are carried out.

Vice-President

- (b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

- (c) The Secretary shall: 1) record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; 2) serve notice of meetings of the Board and of the Members; 3) keep appropriate current records showing the Members of the Association together with their addresses; and 4) shall perform such other duties as required by the Board.

Treasurer

- (d) The Treasurer shall: 1) receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees; 2) keep proper books of account; 3) cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and 4) shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX

COMMITTEES

The Board of Trustees shall appoint a Finance and Budget Committee consisting of not more than six (6) Members of the Association.

The Board of Trustees shall appoint a Design Review Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Trustees shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X

INDEMNIFICATION

In addition to any other right or remedy to which the persons hereafter described may be entitled, under the Articles of Incorporation, By-Laws, Declaration, any other agreement, or by vote of the Members or otherwise, the Association shall, and does, indemnify any Trustee or officer of the Association or former Trustee or officer of the Association, who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a Trustee or officer of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

ARTICLE XI

MISCELLANEOUS

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

Section 2. Corporate Seal. The Board of Trustees may, if it desires, provide a suitable corporate seal containing the name of the Association and other appropriate statements, as the Board of Trustees shall determine.

Section 3. Fiscal Year. The fiscal year shall begin on the first day of January of every year, except that the first fiscal year of the Association shall begin at the date of incorporation. The commencement date of the fiscal year herein established shall be subject to change by the Board of Trustees should corporate practice subsequently dictate.

Section 4. Execution of Association Documents. With the prior authorization of the Board of Trustees, all notes, contracts and other documents shall be executed on behalf of the Association by either the President or the Vice-President, and all checks and other drafts shall be executed on behalf of the Association by such officers, agents or other persons as are from time to time designated by the Board of Trustees.

Section 5. Conflict. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of conflict between the Declaration and these By-Laws, the Declaration shall control.

Section 6. Amendments. These By-Laws may be amended, at a regular or special meeting of the Members, by affirmative vote of the Class B Member and 51% of the total number of votes held by Class A Members.

Section 7. Rules and Regulations. The Board may adopt such reasonable Rules and Regulations and from time to time amend the same supplementing the rules and regulations set forth in the Declaration and these By-Laws as it may deem advisable for the maintenance, conservation and beautification of the Property and for the health, comfort, safety and general welfare of the Owners and Occupants of the Property. Written notice of such Rules and Regulations shall be given to all Members and Occupants and the Property shall at all times be maintained subject to such Rules and Regulations. In the event such supplemental Rules and Regulations shall conflict with any provisions of the Declaration or these By-Laws, the provisions of the Declaration and of these By-Laws shall govern.

We, the undersigned Trustees of The Retreat at Summit Park Homeowners Association, Inc. an Ohio non-profit corporation, Charter No. 201314600758, of the records of incorporation and miscellaneous filings in the Office of the Secretary of State of Ohio, do hereby approve the adoption of the foregoing By-Laws and Regulations, for the governance of this Association.


James E. Kiefer


Douglas C. Hinger

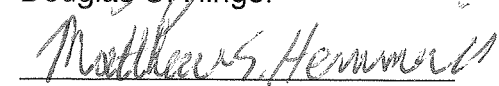

Matthew S. Hemmerick

EXHIBIT E

COMMON AREA AND COMMUNITY FACILITY LOTS

And

MAINTENANCE ITEMS

for

THE RETREAT AT SUMMIT PARK

SECTION ONE

1. The real property shown as Lots A, B, C, and D on the Subdivision Plat described in Exhibit C.
2. Landscaped and grassed areas and plants and entry features within or along the private and public right of ways, including but not limited to stone entry walls, community signage, irrigation, and lighting.
3. Perimeter fencing located within the property subjected to the Declaration.
4. Street name signs and traffic control signs.
5. Sidewalks located within the public streets for The Retreat at Summit Park only to the extent that they are not maintained by the City of Blue Ash.
6. Storm water detention / retention facilities.
7. Private Drainage Easement located within common area Lot "A".
8. Lawn and landscape maintenance, and snow and ice control on the lots as described in Article IV, Section 2.

EXHIBIT F

STORM WATER FACILITIES AND MAINTENANCE SCHEDULE

for

THE RETREAT AT SUMMIT PARK

SECTION ONE

Item	Construction Plan Identification	HOA Responsibility Limits	Construction Plan Location
1. Storm Sewer 12"	54 LF Between CB103 -CB104	Exclude R/W	Lot B
2. Storm Sewer 12"	20 LF Between CB131 – CB134	Full	Lot C
3. Storm Sewer 12"	20 LF Between CB132 – CB133	Full	Lot 10
4. Storm Sewer 12"	130 LF Between CB133 – Yard Inlet	Full	Lots 8-9
5. Storm Sewer 12"	205 LF Between CB133 – CB134	Full	Lots 10-12
6. Storm Sewer 12"	47 LF Between CB134 – CB164	Exclude R/W	Lot C
7. Storm Sewer 12"	20 LF Between CB151 – CB154	Full	Lot 24, Phase 2
8. Storm Sewer 12"	20 LF Between CB152 – CB153	Full	Lot 22 Phase 2
9. Storm Sewer 12"	187 LF Between CB153 – CB154	Full	Lots 22-24
10. Storm Sewer 12"	12 LF Between CB171 – CB172	Full	Lot A
11. Storm Sewer 12"	122 LF Between CB181 – CB182	Full	Lots 28-29
12. Storm Sewer 12"	112 LF Between CB182 – CB183	Full	Lots 27-28
13. Storm Sewer 12"	148 LF Between CB183 – CB184	Full	Lots 25-26
14. Storm Sewer 12"	65 LF Between CB184 – HW185	Full	Lot A
15. Storm Sewer 12"	130 LF Between Yard Inlet - CB153	Full	Lots 20-21
16. Storm Sewer 12"	20 LF Yard Inlet – Yard Inlet	Full	Lot 8, 17
17. Storm Sewer 12"	20 LF Yard Inlet – Yard Inlet	Full	Lot 20, Phase 2
18. Storm Sewer 15"	48 LF Between CB154 – CB162	Exclude R/W	Lot 24 - RW
19. Storm Sewer 24"	65 LF Between CB172 – CB173	Exclude R/W	Lot A - RW
20. Storm Sewer 36"	40 LF Between CB104 – HW105	Exclude R/W	Lot A - RW
21. Storm Sewer Outlet	HW 105 (Headwall)	Full	Lot A
22. Storm Sewer Outlet	HW 185 (Headwall)	Full	Lot A
23. Storm Inlets	CB 103 (Storm Water Catch Basin)	Full	Lot B
24. Storm Inlets	CB 131 (Storm Water Catch Basin)	Full	Lot C
25. Storm Inlets	CB 132 (Storm Water Catch Basin)	Full	Lot 15
26. Storm Inlets	CB 133 (Storm Water Catch Basin)	Full	Lot 10
27. Storm Inlets	CB 134 (Storm Water Catch Basin)	Full	Lot C
28. Storm Inlets	CB 151 (Storm Water Catch Basin)	Full	Phase 2

29. Storm Inlets	CB 152 (Storm Water Catch Basin)	Full	Phase 2
30. Storm Inlets	CB 153 (Storm Water Catch Basin)	Full	Lot 22
31. Storm Inlets	CB 154 (Storm Water Catch Basin)	Full	Lot 24
32. Storm Inlets	CB 171 (Storm Water Catch Basin)	Full	Lot A
33. Storm Inlets	CB 181 (Storm Water Catch Basin)	Full	Lot 29
34. Storm Inlets	CB 182 (Storm Water Catch Basin)	Full	Lot 28
35. Storm Inlets	CB 183 (Storm Water Catch Basin)	Full	Lot 27
36. Storm Inlets	CB 184 (Storm Water Catch Basin)	Full	Lot A
37. Overflow Structure	CB 172 (Detention Basin Outlet)	Full	Lot A
38. Storm Manholes	MH 173	Full	Plainfield Rd.
39. Yard Inlet	(Storm Water Catch Basin)	Full	Lot 7,8
40. Yard Inlet	(Storm Water Catch Basin)	Full	Lot 17,18
41. Yard Inlet	(Storm Water Catch Basin)	Full	Lot 19,20
42. Yard Inlet	(Storm Water Catch Basin)	Full	Lot Phase 2
43. Drainage Channel	(Recorded Flowage Easement)	Full	Lot A
44. Detention Basin	(Storm water detention basin)	Full	Lot A

ITEMIZED MAINTENANCE CHART

THE RETREAT at SUMMIT PARK

STORMWATER FACILITIES

<u>Item</u>	<u>Inspection Period</u>		<u>Procedure</u>
Storm Sewer Manhole	Yearly	A. B.	Visually inspect for blockage / debris. 1. Clear all blockage and remove debris Secure all manhole covers.
Storm Sewers	Yearly	A.	Visually inspect for blockages and siltation 1. Clear all blockages. 2. Flush siltation where depth of siltation build-up exceeds 25% of pipe diameter.
Storm Sewer Inlets	Yearly	A.	Visually inspect for blockage, debris, and siltation. 1. Clear all blockages and remove debris. 2. Check that all street grates are secure
Storm Sewer Outlets	Yearly	A.	Visually inspect for blockage / debris 1. Clear all blockage and remove debris. 2. In case where paved aprons, rip-rap channels or other flow retarding facilities extend beyond storm sewer outlet, such facilities should be cleaned of blockages and siltation.
Drainage Channels	Yearly	A.	Visually inspect along the length of the drainage channel for any obstruction or blockage that would restrict the overland flow of water. 1. Clear channel of any obstruction /blockage. 2. Where the channel is a grassed swale, a minimum yearly mowing should be provided.

- B. All channels should be checked for change of course and erosion.
 1. Reestablish channel and re-sod or re-seed channel.

Item	Inspection Period	Procedure
Drainage Channels (Continued)		
		<ol style="list-style-type: none"> 2. The County Engineer's Office should be consulted for advise regarding any change of course of any channel with a year around flow of water.
Detention Basin	Yearly	<ol style="list-style-type: none"> A. Check for loose debris and siltation in basin <ol style="list-style-type: none"> 1. Remove all debris. 2. Remove siltation where the buildup of silt is such to impede the flow of water along the paved ditch or into the overflow structure, or has covered the grassed bottom of the facility. 3. Re-seed basin upon completion of silt removal. 4. Basin should be mowed at the minimum annually. B. Visually inspect perimeter of detention basin for erosion of earthen barrier. <ol style="list-style-type: none"> 1. Restore eroded area by regarding and reseeding.
Overflow Structure	Yearly	<ol style="list-style-type: none"> A. Visually inspect for blockage by debris and siltation. <ol style="list-style-type: none"> 1. Remove debris and siltation and assure clearance of all inlet ports. 2. Secure lids / or grating.