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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS AND
RESERVATION OF EASEMENTS
FOR
AMELIA PARK SUBDIVISION

This instrument prepared by:

Stephen R. Hunt, Esq.
Aronoff, Rosen & Hunt
2400 Star Bank Center
425 Walnut Street
Cincinnati, Ohio 45202
(513) 241-0400

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

FOR

AMELIA PARK SUBDIVISION

THIS DECLARATION, is made this ___ day of _____, 1997, by Amelia Development Group, Ltd., an Ohio limited liability company, hereinafter sometimes referred to as the "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner of the real property described in Exhibit "A" attached hereto and desires to create thereon a residential community consisting of various types of single-family residences with permanent common areas for the benefit of said community; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common areas; and to this end, desires to subject the real property described in Exhibit "A" attached hereto to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said Property and the subsequent Owners thereof; and

WHEREAS, 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 administering and enforcing the within covenants and restrictions and disbursing the charges and assessments hereinafter created; and

WHEREAS, the Declarant has formed "Amelia Park Homeowners Association", as a non-profit Kentucky corporation for the purpose of carrying out the powers and duties aforesaid;

NOW, THEREFORE, the Declarant hereby declares that all of the Properties described in Exhibit "A" attached hereto 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, and any subdivision plat which includes the Property, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE IDEFINITIONS

The words in this Declaration which begin with capitalized letters, other than words which would be normally capitalized, unless the context otherwise requires, shall have the same meanings as the definitions of those words in this Article I.

1.1 "Articles" shall mean those Articles, filed with the Secretary of Ohio, incorporating Amelia Park Homeowners Association as a corporation not for profit under the provisions of the Ohio Revised Code, as the same may be amended from time to time. A true copy of the Articles as shown in Exhibit "B" is attached hereto and made a part hereof.

1.2 "Association" shall mean and refer to Amelia Park Homeowners Association, its successors and assigns.

1.3 "Board" shall mean the Board of Trustees of Amelia Park Homeowners Association, which shall also be known as the "Board of Trustees".

1.4 "By-Laws" shall mean the By-Laws of the Association, as the same may be amended from time to time. A true copy of the By-Laws as shown on Exhibit "C" is attached hereto and made a part hereof.

1.5 "Common Areas" shall mean and refer to subdivision entrance walls, signs, landscape mounds, fences, storm water facilities and landscaping constructed for the common use and enjoyment of the Owners, and such areas designated as "common areas" on the record plat or plats for the Property.

1.6 "Declarant" shall mean and refer to Amelia Development Group, Ltd., an Ohio limited liability company, its successors and assigns if such successors or assigns should acquire all unsold Lots and/or unplatted real property which adjoins any property already developed and which is intended to be developed into Lots.

1.7 "Development Period" shall mean the period commencing on the date on which this Declaration is recorded and terminating on the earlier of: (a) December 31, 2005, or (b) the day next following the day on which the Declarant owns no part of the Property.

1.8 "Living Unit" shall mean and refer to a single-family residence designated and intended for use and occupancy as a residence by a single family.

1.9 "Lot" shall mean and refer to any parcel of land upon any recorded subdivision plat of the Properties containing a Living Unit.

1.10 "Member" shall mean any one of those Owners who are Members of the Association as provided in Article IV hereof.

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

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

1.13 "Trustee" and "Trustees" shall mean that person or those persons serving, at the time pertinent, as a Trustee or Trustees of the Association, and shall mean that same person or those persons serving in the capacity of a member of the Board of Trustees of the Association. Such individuals shall also be known as "Directors".

ARTICLE II

PROPERTY DEVELOPMENT - ANNEXATION

2.1 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 County of Clermont, State of Ohio, and is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

2.2 Planned Development. Declarant reserves the right to subject all or any part of the real estate described in Exhibit "D" to the provisions of this Declaration, so as to create a residential planned development consisting of various residential properties with permanent Common Areas for the benefit of said development. Such additional property shall be annexed to the real estate described in Exhibit "A" as provided in Section 2.3 hereof. Notwithstanding the above, nothing contained in this Declaration, in the By-Laws or in any map, picture, drawing, brochure or other representation of a scheme of development shall obligate the Declarant to annex any additional property to the property described in Exhibit "A" and the real estate described in Exhibit "D" shall remain wholly free from any covenant or restriction herein contained until so annexed as hereinafter provided.

2.3 Annexation of Additional Property. During the Development Period, additional property, not limited to the Property described in Exhibit "D", may be annexed to the above-described Property by the Declarant without the assent of the Members of the Association, if any. Thereafter, such additional property may be annexed only with the consent of fifty-one (51%) percent of each class of Members of the Association. Any additional property so annexed, however, must be adjacent to or in the immediate vicinity of the above-described Property. The scheme of the within Covenants and Restrictions shall not, however, be extended to include any such additional property unless and until the same is annexed to the real property described on Exhibit "A" as hereinafter provided.

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

2.4 Additional Common Areas. Declarant shall have the right, from time to time during the Development Period, to convey to the Association for nominal or other appropriate consideration, and the Association shall accept conveyance of any property or interest in property owned by Declarant along with any structure, improvement, or other facility including related fixtures, equipment and furnishings located thereon. Upon conveyance of such property, the property shall constitute Common Areas.

Notwithstanding any other provision of this Declaration, Declarant does not warrant or represent that any recreational facilities will be constructed by or on behalf of Declarant.

ARTICLE III

PROPERTY RIGHTS

3.1 Owner's Right of Enjoyment. Every Owner and, in the case of rented Lots, such Owner's tenants, shall have a right to an easement for the enjoyment of, in, and to the Common Areas, and such right and easement shall be appurtenant to and shall pass with title to every Lot, subject to the following:

(a) The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Areas.

(b) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration.

(c) The rights of the Association and Owners of Lots to a perpetual easement over any Common Areas, and for necessary pedestrian and automotive ingress and egress to and from such Living Unit over said streets, driveways and walkways of said Common Areas and for gas, electric, telephone, water, sewer, drain, cable television connections, and other utility conduits with rights to repair, maintain, and replace same, as they may be established over, upon, and through the said Common Areas or other Lots, which rights are hereby expressly established, granted, and reserved for the benefit of the individual Lots.

(d) Easements and restrictions of record.

(e) The right of the Association or the Declarant to grant additional easements over the Common Areas as provided in Section 3.4.

3.2 Delegation of Use. Any Owner may delegate, in accordance with the applicable By-Laws of the Association, his right of enjoyment in and use of the Common Areas to the members of his family, guests, and his tenants or contract purchasers who reside on the Property.

3.3 Title to Common Areas. The title to any portion of the Common Areas that is to be owned by the Association in fee simple shall be conveyed to the Association, prior to the expiration of the Development Period, free and clear of all liens and encumbrances; provided, however, that the Declarant shall have the right from time to time to reserve for the purpose of development of the Property all or any portion of the Property for various easements and rights of way, together with the right to dedicate same where applicable and customary and the right of ingress and egress across the Common Areas in connection with the development of the Property. The Declarant's rights hereunder shall not unreasonably interfere with the Owner's easement of enjoyment.

3.4 Right to Grant Easements. Declarant hereby reserves the right, to grant, on behalf of the Association and/or the Owners and without the consent of the Association, or any Owner, easements, across, through or under the Common Areas. Such easements, which shall be exclusive or non-exclusive, shall be limited to utility easements (including cable television), green belt easements, sign easements, access easements or roadway easements. Declarant's rights under this Section shall terminate upon expiration of the Development Period.

The Association, without the consent of any Owner, shall have the right at any time to grant easements as set forth in this Section.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

4.1 Members. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

4.2 Classes of Members; Voting. The Association shall have two classes of voting membership:

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

4.2.2 Class B Member shall be the Declarant and the Declarant shall be entitled to five (5) votes for each Lot owned, provided, however, that the Class B membership shall terminate after the Class A Members are entitled to elect all of the Board. At such time as Class B membership shall terminate, the Declarant, for any Lot owned, shall be deemed a Class A Member with reference to such Lot or Lots and entitled to the voting and all other rights of such Class A Member.

ARTICLE V

ASSESSMENTS

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

5.2 Annual Assessments, Purposes. The Annual Assessments levied by the Association are for the purpose of promoting the recreation, scenic enjoyment, health, welfare and safety of the residents and for protecting, advancing and promoting the environmental concept of the Property and preserving the aesthetic and scenic qualities of the development.

To carry out these purposes, an Annual General Assessment shall be levied by the Association to be used currently, and to provide an adequate reserve fund for future use, for the improvement, expansion and maintenance of the Common Areas, including, but not limited to, the payment of taxes, insurance and fidelity bonds, and for repairs, replacements and additions, and for the cost of labor, equipment, and materials, management and supervision, and including the maintenance, repair and landscaping of storm water facilities as well as streets and right of ways, and, in the discretion of the Association, including any entrance roads or adjoining roads or areas, whether public or private, which may affect the recreation, scenic enjoyment, health, welfare and safety of the residents even though not owned by the Association.

5.3 Annual General Assessments, Initial Amount. Until January 1, 2000, the maximum Annual Assessment for each Class A membership for general purposes provided in Section 5.2 shall not exceed \$ _____ per Living Unit.

5.4 Annual Maintenance Assessment.

(a) From and after January 1, 2000, the amount of the Annual Assessment shall be levied by the Board on such Lots in such amount as may be necessary, in the determination of the Board of Trustees, to carry out the purposes of the Annual Assessment.

(b) The assessment shall be fixed at a uniform rate based upon the number of Living Units situated on the Lots and may be billed in advance on a monthly, quarterly or annual basis. Annual Assessments and any income derived therefrom shall be held as a separate fund and shall be accounted for separately from the other assets coming under the control of the Association.

(c) Negligence or Willful Neglect. In the event that the need for the maintenance or repair of landscaping is caused through the willful or negligent act of the Owner, his family, tenants, guests or invitees, the cost of such maintenance or repairs (including costs incurred by the Association for attorney's fees, court costs, or other expenses incurred to obtain access to the subject Lot) shall be added to and become a part of the assessment against the individual Lot upon which the maintenance or repairs are performed.

(d) Access to Lot. For the purpose solely of performing the maintenance and repair required or authorized herein, the Association, through its duly authorized agent or employees, or subcontractors, shall have the right, without notice to the Owner, to enter upon any Lot at reasonable hours on any day.

5.5 Individual Assessments. In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Trustees and such maintenance is not that to be provided by the Association under Section 5.2 above for which assessments are provided, then the Association, after approval by sixty-six and two-thirds (66-2/3%) vote of all Members of the Board shall have the right through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance and repair (including charges incurred by the Association for attorney's fees, court costs, or other expenses incurred to obtain access to the subject Lot) shall be added to and become part of the total assessment to which such Lot is subject.

5.6 Special Assessments. In addition to the Annual Assessments authorized by this Article, the Association may levy in any assessment year Special Assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, replacement or addition of a described capital improvement located upon the Common Areas, 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 shall have the approval of fifty-one (51%) percent of the total number of votes held by Class A Members and fifty-one (51%) percent of the total number of votes held by the Class B Members. Any Special Assessments levied by the Association pursuant to the provisions of this Section shall be fixed at a uniform rate based upon the number of applicable Living Units. All monies

received by the Association as a Special Assessment shall be held in trust by the Association for the benefit of the Members to be used solely for the purpose of the Special Assessment and any income derived therefrom shall be held as a separate fund and shall be accounted for separately from the other assets coming under the control of the Association. The assessment may be billed in advance on a monthly, quarterly or annual basis.

5.7 Commencement of Assessments. The Annual Assessments shall commence on January 1, 1999, or at such other date as determined by the Association. The first assessment for any such membership may be made for the balance of the calendar year and shall become due and payable and a lien on the date aforesaid. The Board may from time to time determine the manner and schedule of payments.

It shall be the duty of the Board of Trustees of the Association to periodically fix the amount of the assessment against each Lot for such assessment period and the Board of Trustees shall make reasonable efforts to fix the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at the time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be opened to inspection by any Owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the Owner of any Lot subject thereto. Annual Assessments subsequent to the first Annual Assessment shall become a lien on January 1 of each year; Individual and Special Assessments shall become a lien at the time designated by the Board of Trustees. No notice of lien other than this Declaration need be recorded to establish the validity of any such lien, and this Declaration shall stand as notice thereof.

5.8 Assessment of Declarant. Any provision of this Declaration or of the Articles of Incorporation or By-Laws of the Association notwithstanding, the Declarant shall be required to pay an assessment for any recorded, unsettled Lot in which it has the interest otherwise required for Class A membership only in any amount equal to ten (10%) percent of the Annual Assessments and Special Assessments which the Association levies for purposes set forth in Sections 5.2 and 5.6. The provisions of this Section 5.8 shall not apply to the assessment of any Lot and Living Unit held by the Declarant for rental purposes and which is or has been occupied as a Living Unit; in which event the Declarant shall be required to pay the full amount of the assessments levied thereon.

5.9 Assessment Certificates. The Association shall, upon demand, at any reasonable time, furnish to the Owner liable for assessment a certificate in writing signed by an officer or other authorized agent of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A reasonable charge may be levied in advance by the Association for each certificate so delivered.

5.10 Non-Payment of Assessment. Any assessment levied pursuant to these covenants which is not paid on the date when due shall be delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the property which shall bind such Lot in the hands of the then Owner, his heirs, devisees,

personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them with the consent of the Association.

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

In addition to the ten percent (10%) 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.

5.11 Subordination of Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, any first mortgagee who obtains title to a Lot pursuant to the remedies in the mortgage or through foreclosure shall not be liable for more than six (6) months of the Lot's unpaid assessments or charges accrued before the acquisition of title to the Lot by the mortgagee.

ARTICLE VI

INSURANCE

6.1 Liability Insurance. The Association shall obtain and maintain a Comprehensive policy of public liability insurance covering all of the Common Areas, insuring the Association, Trustees, and Owners and members of their respective families, tenants and occupants in an amount of not less than One Million 00/100 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 an Owner, tenant or occupant because of negligent acts of the Association, the Board, or other Owners, tenants or occupants.

6.2 Other Insurance. In addition, the Association shall obtain and maintain contractual liability insurance, Trustees' and Officers' liability insurance and such other insurance as the Board may deem desirable from time to time.

6.3 Insufficient Insurance. In the event the improvements forming a part of the Common Areas shall suffer damage or destruction from any cause or peril which is not insured against, or if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair,

restoration or reconstruction, then, the Association shall advance such costs in excess of available insurance proceeds. The amount so advanced by the Association shall become a Special Assessment against all of the Lots for which whose benefit the amount was so advanced, and such assessment shall have the same force and effect, and if not paid, may be enforced in the same manner as herein provided for the nonpayment of assessments. The action required to be taken by the Association under this Section shall not require any vote of the Members of the Association.

ARTICLE VII

ARCHITECTURAL CONTROL

7.1 Approval Required. No building, fence, wall, deck, structure or other exterior improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the appropriate entity. Review of the construction of the original dwellings and related improvements, including landscaping, shall be by the Declarant. All review associated with the remodeling of dwellings and related improvements shall be by the Board of Trustees of the Association. Such plans and specifications shall be reviewed as to harmony of external design and location in relation to surrounding structures and topography in accordance with the requirements hereinafter set forth and the design review criteria established from time to time. Except as otherwise provided in the Declaration, in the event that the Declarant or the Board (as the case may be) fails to approve or disapprove said plans and specifications within forty-five (45) days after submission, approval will not be required and this Article shall be deemed fully complied with, provided such improvement complies with the General Requirements of Section 7.3.

The plans and specifications to be submitted shall be in such form and shall contain such information as the Board may reasonably require.

7.2 Approval - Not a Guarantee. No approval of plans and specifications shall be construed as representing or implying that such plans, specifications or standards will, if followed, result in properly designed improvements. Such approvals shall in no event be construed as representing or guaranteeing that any improvement built in accordance therewith will be built in a good and workmanlike manner. Neither Declarant, nor the Association, 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.

7.3 General Requirements. The following requirements shall be applicable to the Properties:

7.3.1 General Conditions: No structure shall be erected on, placed upon, altered or permitted to remain on a Lot other than a dwelling not to exceed two and a half (2 ½) stories in height. Two story or one and one half story homes shall be 1400 square feet minimum of finished living space, ranch style homes shall be 1150 square feet minimum of finished living space excluding the basement level, and bi-level homes shall be 1100 square feet minimum of finished living space on the upper level of the dwelling. All such dwellings shall have a two car attached garage.

Except for improvements constructed by the Declarant in connection with the development of the Property, or improvements authorized pursuant to Section 7.1, no improvement of any kind shall be erected, altered, placed or permitted to remain on the Common Areas. Additionally, no improvement constructed by the Declarant in connection with the development of the Property shall be removed from the Common Areas without the prior written consent of the Declarant or the Association.

7.3.2 House Placement and Yard Grading: Residences and Lots shall conform to existing grade and drainage patterns as set forth on the grading plan for the Property filed with the appropriate Clermont County governmental authorities.

7.3.3 Driveways: All driveways shall be surfaced with concrete.

7.3.4 Building Materials: The facade of each dwelling house on Amelia Park Drive shall consist primarily of brick or masonry. The front and the sides of the first floor of such dwelling shall be brick or masonry. The second floor rear and sides of such homes and the gable ends where a garage or single story height room intersects the main wall may be of siding. The facade on all other dwellings in Section 1 and 2 of the subdivision may be siding only on exterior walls. Foundation walls shall be of poured concrete. Ranch, one and one half story structures, and bi-level structures shall be built with roof slopes of at least 6" / 12" pitch. The Declarant reserves the right to approve the kind, quality, and finished colors of all exterior materials used on each dwelling house.

7.3.5 Radio and Television Antennas: All television and radio antennas, including CB radio antennas, must be attached to the residence located on the Lot. The maximum allowable height above the roof line shall be ten (10) feet. Satellite dishes shall be permitted on any Lot provided they are installed in compliance with the following criteria: (a) the diameter of the dish does not exceed one (1) meter; (b) it is screened from view of all adjacent Lots; and (c) it is either (i) attached to the residence, or (ii) located on the Lot.

7.3.6 Completion of Residence: Within twelve (12) months of the start of construction, each residence building shall have a completed exterior appearance, including but not limited to finished walkway, concrete driveway, landscaping, laying of sod or growing grass seed, installed gutters and down spouts, installation of all

windows and doors and completed exterior painting. The landscaping shall have a minimum value of Five Hundred Dollars (\$500.00). The Declarant reserves the right to approve all landscaping designs and types of plantings and materials.

7.3.7 Trees: No trees shall be cut, removed or intentionally destroyed following completion of the dwelling house except for those trees that are dead and those that are in the building line. Any proposed trimming of trees shall only be performed with the consent of the Declarant or the Association.

7.3.8 Other Structures: There shall be no detached garages and no other detached buildings or out buildings of any kind, unless approved in writing by the Declarant or the Association. The Declarant reserves the right to erect temporary structures in connection with the improvement of the premises. For the purpose of this paragraph, a cabana or bathhouse built for use with a swimming pool shall be permissible provided it is authorized pursuant to Section 7.1.

7.3.9 Fences: Fencing shall be behind the rear building line and shall not be more than four (4) feet in height. Fences must be rustic rail, white board hedge, picket or chain link. On a corner Lot, the section or sections of fence, hedge, etc., running with the side street shall not extend closer to the said side street at any point than the residence on said Lot. This Section shall not apply to fences constructed by the Declarant.

7.3.10 Zoning: All improvements shall be constructed in accordance with and subject to all applicable zoning regulations and building codes.

7.4 Variances. In order to avoid unnecessary hardship and/or to overcome practical difficulties in the application of certain provisions of the Declaration, the Board shall have the authority to grant reasonable variances from the provisions of Section 7.3. Additionally, so long as Declarant owns one or more Lots on the Property, the Declarant, may grant reasonable variances from the provisions of Section 7.3. No variance shall materially injure or materially adversely affect any other part of the Property or any other Owner or occupant. No variance granted pursuant to the authority of this Section 7.4 shall constitute a waiver of any provision of the Declaration as applied to any other party or other part of the Property, and no variance may be granted to permit anything that is prohibited by applicable law. All provisions of the Declaration not affected by the grant of a variance shall continue to apply with full force and effect to the Lot for which the variance is granted and to the balance of the Property.

ARTICLE VIII

USE RESTRICTIONS AND MAINTENANCE

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

8.1.1 Purpose of Property: Except for lots designated as Common Areas, the Property shall be used only for residential purposes and common recreational purposes auxiliary thereto. 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, bedrooms, offices or recreational rooms). The Declarant and builders shall have the right to use unsold residences as model homes or sales offices.

8.1.2 Nuisance: No obnoxious or offensive activity of any kind shall be engaged in on any Lot nor shall any Owner or occupant thereof engage in any activities that interfere with the quiet enjoyment, comfort and health of the occupants of adjacent neighboring Lots. This paragraph shall not apply to any Lots owned by the Declarant and held for sale.

8.1.3 Animals and Pets: No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets (excluding pot-belly pigs) may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

8.1.4 Easements: There shall exist a temporary construction easement of five (5) feet around the boundary of each Lot in order to facilitate grading, drainage, and general construction activity on a neighboring Lot. If the Owner of a Lot places an obstacle such as a fence, shrubbery, or sprinkler system within this temporary construction easement before final grading of the adjoining Lot, then that Owner shall be responsible to remove the obstacle at his or her expense to allow for proper grading and drainage. In general, drainage swales should be set as near to property lines as possible. This easement allows for dirt to be added or removed as needed to allow for proper transition between adjoining Lots and construction of drainage swales as needed.

8.1.5 Vehicles and Parking: No parking of vehicles shall be permitted on the public streets for more than 6 successive hours. No inoperative vehicles may be parked on such streets or Lots. Any and all recreational vehicles, boats, etc., shall be kept in a fully enclosed garage. When that is not possible, said recreational vehicles, boats and their trailer shall be parked so as to not be easily visible from the street or from the neighboring yards. This shall be accomplished through the esthetic use of cedar trees, tall well groomed shrubbery, or other attractive landscaping. Every residence building must have an attached garage of at least two hundred forty (240) square feet. Where the lay of the Lot permits, a garage may be built in the basement.

8.1.6 Utilities and Drainage: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation of drainage channels in the easements. The easement area of each Lot and all improvements in it shall be

maintained continually by the Owner of the Lot, except for those improvements for which a public authority, utility company or the Association is responsible.

8.1.7 Maintenance: Each and every Lot and Living Unit thereon as well as the driveway providing access thereto, shall be maintained by the Owner thereof in a reasonable manner in accordance with the general standards of maintenance prevailing throughout the Property. Should any owner fail to maintain his Lot or Living Unit to the extent provided in the Declaration, the Association may do so, after notice, and assess such owner for the cost. The assessment shall be a lien on the Owner's Lot to the same extent as other liens provided for herein. This paragraph shall not apply to any Lots owned by the Declarant and held for sale.

ARTICLE IX

EASEMENTS AND MAINTENANCE

9.1 Access Easements. All Lots shall be subject to an access easement in favor of the Declarant and the Association for the purposes of maintaining, cleaning, repairing, improving, regulating, operating, replacing and otherwise dealing with the Common Areas, including all improvements thereon. Such access easement shall also permit the Declarant and the Association to enter upon any Lot for the purpose of correcting grade and drainage patterns for the benefit of the entire Properties, provided that the Lot shall be restored with any pavement, grass or sod which shall have been removed.

9.2 Right of Association to Remove or Correct Violations. The Association may, in the interest or the general welfare of all of the Owners, enter upon any Lot or the exterior of any Living Unit at reasonable hours on any day for the purpose of removing or correcting any violation or breach of any attempted violation of any of the covenants and restrictions contained in this Declaration, or for the purpose of abating anything herein defined as a prohibited use or nuisance, provided however, that no such action shall be taken without a resolution of the Board of Trustees of the Association authorizing access to any Lot or property covered under this Section and any charges incurred by the Association in correcting the violation hereunder, (including court costs and reasonable attorney's fees) shall constitute a charge against the subject property and a personal obligation of the Owner thereof, and the Association shall have a lien upon the property and Lot for such expenses, and including costs of collection of said lien amount, which lien shall be subordinate to first mortgages as provided in Article V, Section 5.11.

9.3 Handicap Accessibility. Notwithstanding the other provisions herein, an Owner of a Living Unit and Lot may, at his expense, have such reasonable modifications made to the interior and exterior of his Living Unit and Lot and the Common Areas as may be necessary to afford physically handicapped persons full enjoyment of his premises. Any modifications to be undertaken to the exterior of a Living Unit and Lot or the Common Areas shall comply with the guidelines and regulations of the United States Department of Housing and Urban Development for buildings and facilities providing accessibility and usability for physically handicapped people; and shall be

undertaken pursuant to a contract, the terms, conditions and specifications of which, shall be approved by the Board of Trustees. The approved contractor shall provide an adequate performance bond for the benefit of the Association.

Notwithstanding the other provisions herein, including those requiring approval of the Members of the Association, the Board of Trustees is authorized to make reasonable accommodations to any rules, policies, practices or services as may be necessary to afford a handicapped person equal opportunity to use and enjoy his Living Unit and Lot, including the Common Areas.

9.4 Arbitration. In the event of any dispute between Owners, other than the Declarant, regarding the application of these restrictions or any rule or regulation, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time and place for a hearing thereon within thirty (30) days thereafter, and give written notice to each party thereof not less than five (5) days in advance of such hearing. The Board, after hearing such evidence and arguments as it deems proper, shall render a written decision on the matter to each party within thirty (30) days after such hearing. No legal action may be instituted by either party on such a dispute unless the arbitration provided for herein has occurred, or unless both parties have waived the requirement for arbitration.

ARTICLE X

GENERAL PROVISIONS

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

10.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

10.3 Amendment. Except as otherwise provided in this Declaration, the covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and thereafter by an instrument signed by not less than fifty-one percent (51%) of the Lot Owners. Any amendment must be recorded. No amendment to the covenants and restrictions of this Declaration shall be binding upon any Lot owned by the Declarant or upon any additional property annexed to the terms of this Declaration by the Declarant, or upon any Lot upon which a single-family dwelling has not yet been erected unless the Declarant or any such Lot Owner agrees to said amendment in a recorded writing.

10.4 Right to Amend Documents. Notwithstanding anything above to the contrary, this Declaration and the By-Laws may be amended at any time without the vote of Owners by a written instrument executed by the Declarant for the purpose of: eliminating or correcting any typographical or other inadvertent error herein; eliminating or resolving any ambiguity herein; making nominal changes; clarifying Declarant's original intent; conforming to any requirements imposed or requested by any governmental agency, public authority or financial institution; provided, however, that no such amendment shall materially affect any Owner's interest in the Association. Each Owner and his mortgagees, by acceptance of a deed to a Lot or a mortgage encumbering such Lot, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration and the By-Laws by Declarant as provided in the immediately preceding sentence. All such Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to effectuate the provisions of this paragraph.

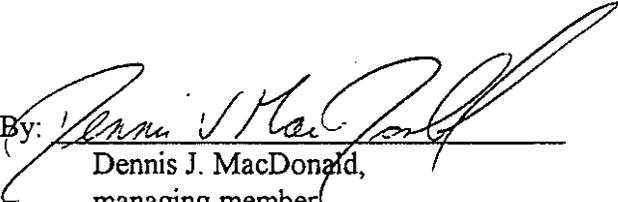
10.5 Professional Management Contracts and other Contracts. The Association may delegate all or any portion of its authority to discharge its responsibilities herein to a manager or managing agent. Any management agreement shall not exceed three (3) years and shall provide for termination by either party without cause or without payment of a termination fee on ninety (90) days or less written notice. The Association shall have the right to contract with other Homeowners Associations in the Amelia Park Development for the purpose of providing for the maintenance, repair and landscaping of streets, right-of-ways and adjoining areas in the community.

10.6 Non-Discrimination. No Lot Owner (including the Declarant) and no employee, agent or representative of a Lot Owner shall discriminate on the basis of sex, race, color, creed or national origin in the sale or lease of any Lot or in the use of the Common Areas.

10.7 Articles of Incorporation and By-Laws. Copies of the Articles of Incorporation and By-Laws for the Association are attached hereto as Exhibits "B" and "C".

IN WITNESS WHEREOF, the undersigned Declarant, Amelia Development Group, Ltd., an Ohio limited liability company, has hereunto set its signature on the day and year first above written.

AMELIA DEVELOPMENT GROUP, LTD.

By: 
Dennis J. MacDonald,
managing member

STATE OF Kentucky :
 :
COUNTY OF State At Large : SS.

The foregoing instrument was acknowledged before me this 19th day of November 1997 by Dennis J. MacDonald, managing member of Amelia Development Group, Ltd., an Ohio limited liability company, on behalf of such company.

Carol J. Munnighoff
Notary Public
My Commission expires March 10, 2001



EXHIBIT "A"

Being all of Section 1 and 2 of Amelia Park Subdivision as the same appears of record in Plat
Book 7, Pages 117, 118, 119, & 120 of the Clermont County recorders office.
CABINET

ARTICLES OF INCORPORATION

OF

AMELIA PARK HOMEOWNERS ASSOCIATION

The undersigned, a majority of whom are citizens of the United States, desiring to form a corporation, not for profit, under §1702.01 et. seq., Revised Code of Ohio, do hereby certify:

ARTICLE I

NAME

The name of the Corporation shall be Amelia Park Homeowners Association.

ARTICLE II

PRINCIPAL OFFICE

The place in Ohio where the principal office of the Corporation shall be located is the Village of Amelia, Clermont County, Ohio.

ARTICLE III

PURPOSES

This non-profit Corporation does not contemplate pecuniary gain or profit to the Members thereof, and the Corporation is formed for the purpose of acting as the home owners association with regard to the real estate specifically described in the Declaration of Covenants, Conditions and Restrictions and Reservations of Easements for Amelia Park Subdivision (the "Declaration") said Declaration being recorded or to be recorded in the Real Estate Records of Clermont County, Ohio. In addition, the specific purposes for which this Corporation is formed are to provide for the maintenance, preservation and control of certain Common Areas created for the benefit of the aforesaid real estate in accordance with the terms of said Declaration, and to promote the health, safety and welfare of the residents and Owners of the aforesaid real estate and to act in the same manner with regard to any other property which may hereafter be brought within the jurisdiction of this Corporation as part of the same plan.

The Corporation shall also possess and have the following purposes and wherever necessary or convenient such purposes shall also be deemed as powers:

- (1) To have and exercise all of the powers and duties set forth in the Declaration and the By-Laws of Amelia Park Homeowners Association (the "By-Laws");
- (2) Fix, levy, and collect all charges or assessments pursuant to the terms of the Declaration and By-Laws, enforce payment of such charges and assessments by any lawful means, and pay all

expenses in connection therewith and in connection with the conduct of the affairs of the Corporation;

- (3) Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the Corporation and subject to the terms of the Declaration and By-Laws;
- (4) Borrow money, and in accordance with the terms of the Declaration and By-Laws, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, all for the purposes of fulfilling the Corporation's responsibilities;
- (5) Fix, administer, enforce, alter, amend, extend, waive, release, and terminate, in whole or in part, the terms, conditions, covenants, restrictions, and regulations upon, under, and subject to which any part or all of the subject real estate may now or hereafter be used;
- (6) Operate, maintain, repair, and replace the Corporation's Common Areas in accordance with the terms of the Declaration and By-Laws;
- (7) Obtain, pay for, and maintain insurance to the extent provided in the Declaration and By-Laws;
- (8) Do any other thing necessary, expedient, incidental, appropriate, or convenient to the carrying out of the foregoing purposes which will promote the common benefit and enjoyment of the residents or Owners of the Living Units and Lots, in so far as not prohibited by law, the Declaration, and the By-Laws; and
- (9) Have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 1702 of the Ohio Revised Code may now or hereafter have or exercise by law.

The Corporation shall not take any action or enter into any transaction or agreement in a manner which would violate any provision of these Articles of Incorporation, the Declaration, or the By-Laws.

ARTICLE IV

MEMBERSHIP

Every person or entity who is a record owner of a fee simple interest in any Lot shall be a Member of the Corporation; however, persons or entities who hold an interest merely as security for the performance of an obligation shall not be Members of the Corporation. Membership shall be appurtenant to and shall not be separated from ownership of a Lot. Upon a Member's sale or other disposition of his or her Lot, the Member's membership shall terminate and the new Owner shall automatically become a Member of the Corporation. Voting rights of Members shall be set forth in the Declaration and By-Laws of the Corporation.

ARTICLE V

USE OF PROCEEDS

The Corporation is organized as a non-profit corporation pursuant to Chapter 1702 of the Ohio Revised Code, and may elect to be covered by Section 528 of the Internal Revenue Code. No part of the net earnings of the Corporation shall inure (other than by acquiring, constructing, or providing management, maintenance, and care of the Corporation property, and other than by a rebate of excess membership dues, fees, or assessments) to the benefit of any private person, including, but not limited to, the members of the Board of Trustees, and the Corporation's officers or Members.

ARTICLE VI

BOARD OF TRUSTEES

The affairs of the Corporation shall be managed by a Board of Trustees as outlined below. The following persons, not less than three, shall serve said Corporation as Trustees until the first annual meeting or other meeting called to elect Trustees.

Dennis J. MacDonald
6036 Kramer Drive
Alexandria, Kentucky 41011

Thomas J. Munninghoff
430 Reading Road
Cincinnati, Ohio 45202

Mark G. Arnzen
600 Greenup Street
Covington, Kentucky 41012

The number, qualifications, terms of office, and manner and time of selection of successor Trustees shall be as set forth in the Declaration and By-Laws.

The Board of Trustees shall have all of the powers and duties of a Board of Trustees as defined in Chapter 1702 of the Ohio Revised Code, except as these powers may be limited and expanded by the provisions of these Articles of Incorporation, the Declaration, and the By-Laws.

ARTICLE VII

INDEMNIFICATION

The Corporation shall indemnify every person who is or has been a member of the Board of Trustees, an officer, an agent, or an employee of the Corporation and those persons' respective heirs, legal representatives, successors, and assigns, against expenses including attorney fees, judgments, decrees, fines, penalties, and amounts paid in settlement actually and reasonably incurred in connection with any threatened, pending, or

completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether in an action or proceeding by or in the right of the Corporation, or otherwise, in which this person was or is a party or is threatened to be made a party because this person was a member of the Board of Trustees, an officer, an employee, or an agent of the Corporation, or is or was serving in such a capacity at the request of the Corporation, provided that this person (a) acted in good faith and in a manner that person believed to be in or not opposed to the Corporation's best interests, and (b) in any matter the subject of a criminal action or proceeding, had no reasonable cause to believe that the questioned conduct was unlawful; provided, however, that, if an action or suit by or in the right of the Corporation, to procure a judgment in its favor against this person because of this person's serving in this capacity, is threatened, pending, or completed, no indemnification shall be made in respect of any claim, issue, or matter as to which this person shall have been adjudged to be liable for negligence or misconduct in the performance of a duty to the Corporation unless and only to the extent that the court in which this action or suit was brought shall determine upon application that in view of all the circumstances of the case this person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

Unless ordered by a court, the determination of indemnification, pursuant to the foregoing criteria, shall be made (a) by a majority vote of a quorum of the Corporation's Board of Trustees who were not and are not parties to or threatened with any such action, suit, or proceeding, or (b) if such a quorum is not obtainable, or if a majority of a quorum of disinterested Trustees so direct, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Corporation or any person to be indemnified within the past five (5) years, or (c) by the Members, or (d) by the court in which such action, suit or proceeding was brought.

Such an indemnification is not exclusive of any other rights to which this person may be entitled under law, any agreement, or any insurance purchased by the Corporation, or by vote of the Members, or otherwise.

ARTICLE VIII

NOTICE AND QUORUM

Notice and quorum requirements shall be in accordance with the provisions of the By-Laws.

ARTICLE IX

DURATION

The Corporation shall cease to exist upon termination of the Declaration in accordance with its terms.

ARTICLE X

DEFINITIONS

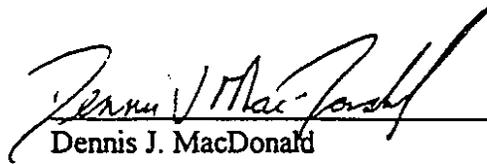
All terms used herein shall have the same meaning as set forth in the Declaration.

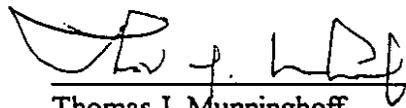
ARTICLE XI

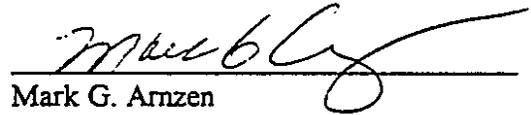
AMENDMENT

These Articles of Incorporation may be amended only under the same terms and conditions, and with the same approvals, as are provided in the Declaration for its amendment.

IN WITNESS WHEREOF, the undersigned has hereunto subscribed his name on this 19TH day of NOVEMBER, 1997.


Dennis J. MacDonald


Thomas J. Munninghoff

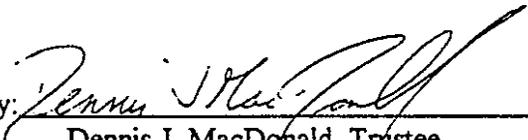

Mark G. Arnzen

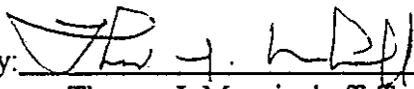
ORIGINAL APPOINTMENT OF STATUTORY AGENT

KNOW ALL MEN BY THESE PRESENTS:

That Thomas J. Munninghoff, 430 Reading Road, Cincinnati, Ohio 45202, a natural person and resident of said county, is hereby appointed as the person on whom process, tax notices and demands against Amelia Park Homeowners Association may be served.

AMELIA PARK HOMEOWNERS ASSOCIATION

By: 
Dennis J. MacDonald, Trustee

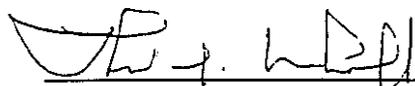
By: 
Thomas J. Munninghoff, Trustee

By: 
Mark G. Arnzen, Trustee

AMELIA PARK HOMEOWNERS ASSOCIATION

Gentlemen:

I hereby accept the appointment as the statutory agent for your company upon whom process, tax notice or demands may be served.


Thomas J. Munninghoff

BY-LAWS OFAMELIA PARK HOMEOWNERS ASSOCIATION

ARTICLE I

NAME AND PURPOSE

The name of this Association shall be Amelia Park Homeowners Association and its sole purpose shall be to manage, govern and control the community facilities for the Amelia Park Subdivision in accordance with the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (the "Declaration") for the subject property.

ARTICLE II

MEMBERSHIP

Section 1: Each Lot Owner shall be a Member of the Amelia Park Homeowners Association as provided in Article IV of the Declaration.

ARTICLE III

VOTERS

Section 1: The number of votes for each Member is calculated as provided in Section 4.2 of the Declaration.

Section 2: This voting power can be exercised in person or by proxy by the Owner, or Owners, of a Lot, his or her heirs, assigns or personal representative. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease upon the conveyance by the Lot Owner of his Lot.

ARTICLE IV

MEETINGS

Section 1: ANNUAL MEETING. There shall be an annual meeting of the Members held in Clermont County, Ohio, within the first calendar quarter of each year at a date and time and at a place from time to time designated by the Board.

Section 2: ELECTION OF TRUSTEES. At the annual meeting the Members shall elect the Board of Trustees as provided in these By-Laws and the Declaration.

Section 3: ITEMS FOR DISCUSSION. At the annual meeting any matters concerning the welfare of the Amelia Park Development may be discussed and referred to the Board for proper attention.

Section 4: REPORTS. At the annual meeting, the President, Secretary and Treasurer shall submit reports for the year just ending, which reports shall be read to the Members.

Section 5: SPECIAL MEETINGS. Special meetings may be called by the Board or by the President, or by Members constituting at least twenty percent (20%) of the voting power of the membership by written notice mailed to each Member at least five (5) days before the time and date for such meeting as shown in such notice. Notice of such meeting may be waived in writing.

Section 6: PRESIDING OFFICER. Annual and Special Meetings shall be presided over and conducted by the President, or in his absence, the Secretary or Treasurer, in that order.

Section 7: NOTICE. 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 or delivering a copy of such notice to each Member entitled to vote thereat, at least seven (7) days in advance of such meeting, 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 time and place of the meeting, and in the case of a Special Meeting, the purpose of the meeting.

Section 8: QUORUM. To constitute a quorum at the annual or any Special Meeting at least ten percent (10%) of the voting power of the membership (in person or by proxy) must be present at such meeting.

Section 9: VOTING POWER. Except as otherwise provided in the Declaration, or by law, the vote of a majority of the Members voting on any matter that may be determined by the Members at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter.

Section 10: ORDER OF BUSINESS. The order of business at all meetings of Members shall be as follows:

- a. Calling of meeting to order;
- b. Roll call; determination of whether there is a quorum;
- c. Proof of notice of meeting or waiver of notice;
- d. Reading of minutes of preceding meeting;
- e. Reports of officers;
- f. Reports of committees;
- g. Election of Trustees (when appropriate);
- h. Unfinished and/or old business;
- i. New business;
- j. Adjournment.

Section 11: WRITTEN CONSENT. Any action that could be taken by Members at a meeting may be taken without a meeting by the written consent of the Members having not less than fifty-one percent (51%) of the voting power of the membership unless the approval of a greater number of Members is required by the Declaration, or other Ohio Law to take the action being taken.

Section 12: 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 V

BOARD OF TRUSTEES AND OFFICERS

Section 1: BOARD OF TRUSTEES. Until the first annual meeting, 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.

At the annual meeting in 1999, the Board of Trustees shall expand from three (3) to five (5). At such meeting, the Class B Members 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 annual meeting in 1999, the Class A Members shall elect two (2) Trustees. One (1) of the Trustees shall be elected for a three (3) year term and one (1) of the Trustees shall be elected for a two (2) year term. At the expiration of the terms of such Trustees, until such time as the Declarant shall transfer control of the Board to the Class A Members, the Class A Members shall, at the annual meeting, elect successor Trustees for a three (3) year term. All elected Trustees, and their successors, shall be Owners or residents in the subdivision.

The Declarant shall transfer control of the Board to the Class A Members at the first annual meeting after the earlier of the following events: (i) the expiration of the Development Period, or (ii) the Class B member voluntarily resigns in writing its Class B membership rights. 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 (1) to three (3) years, as determined by the Board, so that in any one (1) year thereafter, the terms of no more than two (2) nor less than one (1) Trustee shall expire. 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: REMOVAL. Excepting only Trustees named in the Articles or selected by the Declarant, any Trustee may be removed from the Board with or without cause, by a majority vote of the Members. In the event

of the death, resignation, or removal of a Trustee other than the one named in the Articles or a substitute selected by the Declarant, that Trustee's successors shall be selected by the remaining members of the Board and shall serve the unexpired term of such deceased, resigned, or removed Trustee. The Declarant shall have the sole right to remove, with or without cause, any Trustee designated in the Articles, or a substitute selected by Declarant, and select the successor of any Trustee so selected who dies, resigns, is removed or leaves office for any reason before the election of Trustees by all of the Members as provided in the Declaration.

Section 3: NOMINATIONS. Nominations for the election of Trustees to be elected by the Members shall be made by a nominating committee. Nominations may also be made from the floor at the meeting. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two (2) or more Members appointed by the Board. The nominating committee shall make as many nominations for elections to the Board as it shall, in its discretion, determine, but no less than the number of vacancies that are to be filled.

Section 4: ELECTIONS. Election to the Board by the Members shall be by secret written ballot. At such elections, the Members or their proxies may cast, in respect to each vacancy, such voting power 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 shall not be permitted.

Section 5: COMPENSATION. Unless otherwise determined by the Members at a meeting duly called and noticed for such purpose, no Trustee shall receive compensation for any service rendered to the Association as a Trustee. However, any Trustee may be reimbursed for his or her actual out of pocket expenses incurred in the performance of his or her duty.

Section 6: REGULAR MEETINGS. Regular meetings of the Board shall be held no less than quarterly, without notice, on such date and at such place and hour as may be fixed from time to time by resolution of the Board.

Section 7: SPECIAL MEETINGS. Special meetings of the Board shall be held when called by the President of the Board, or by any two (2) Trustees, after no less than three (3) days notice to each Trustee.

Section 8: QUORUM. The presence at any duly called and noticed meeting, in person or by proxy, of Trustees entitled to cast a majority of the voting power of the Trustees, shall constitute a quorum for such meeting.

Section 9: VOTING POWER. Except as otherwise provided in the Declaration, or by law, the vote of a majority of the Trustees voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter.

Section 10: ACTIONS IN WRITING WITHOUT MEETING. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Trustees.

Section 11: POWERS. The Board shall exercise all powers and authority, under law, and under the provisions of the Declaration, that are not specifically and exclusively reserved to the Members by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

- a. Take all actions deemed necessary or desirable to comply with all requirements of law, and the Declaration;
- b. Obtain insurance coverage not less than that required pursuant to the Declaration;
- c. Enforce the covenants, conditions and restrictions set forth in the Declaration;
- d. Repair, maintain, and improve the Common Areas;
- e. Establish, enforce, levy and collect assessments as provided in the Declaration;
- f. Adopt and publish rules and regulations, subject to the provisions of Article VI, governing the use of the Common Areas and the personal conduct of the Members, occupants and their guests thereon, and establish penalties for the infraction thereof;
- g. Suspend the voting rights 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 a hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Declaration);
- h. Declare the office of a member of the Board to be vacant in the event that such Trustee shall be absent from three (3) consecutive regular meetings of the Board;
- i. Authorize the Officers to enter into one or more management agreements in order to facilitate the efficient operation of the Property; (it shall be the primary purpose of such management agreements to provide for administration, management, repair and maintenance as provided in the Declaration, and the receipt and disbursement of funds as may be authorized by the Board - the terms of any management agreement shall be as determined by the Board to be in the best interests of the Association, subject, in all respects, to the provisions of the Declaration); and
- j. Do all things and take all actions permitted to be taken by the Association by law, or the Declaration not specifically reserved thereby to others.

Section 12: DUTIES. It shall be the duty of the Board to:

- a. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at each annual meeting of the Members, or any special meeting when such statement is requested in writing by Members representing thirty percent (30%) of each class of Members who are entitled to vote;
- b. Supervise all Officers, agents and employees of the Association and see that their duties are properly performed;
- c. As more fully provided in the Declaration, to:

- (i) Fix the amount of assessments against each Lot;
 - (ii) Give written notice of each assessment to every Member subject thereto within the time limits set forth therein; and
 - (iii) Foreclose a lien against any property for which assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Member(s) personally obligated to pay the same, or both;
- d. Issue, or to cause an appropriate representative to issue, at a reasonable charge, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;
 - e. Procure and maintain insurance as provided in the Declaration, and as the Board deems advisable;
 - f. Cause all Officers or employees handling Association funds to be bonded;
 - g. Cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;
 - h. Cause the restrictions created by the Declaration to be enforced; and
 - i. Take all other actions required to comply with all requirements of law and the Declaration.

Section 13: ENUMERATION OF OFFICERS. The Officers of this Association shall be a President, Secretary, Treasurer and such other Officers as the Board may from time to time determine. The officers shall be Owners, residents in the subdivision or representatives of the Declarant or the Developer and the same person may hold more than one office except the office of President and Secretary.

Section 14: SELECTION AND TERM. Except as otherwise specifically provided in the Declaration or by law, the Officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors.

Section 15: 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 16: RESIGNATION AND REMOVAL. Any Officer may be removed from office with or without cause, by the Board. Any Officer may resign at any time by 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 the acceptance of such resignation shall not be necessary to make it effective.

Section 17: DUTIES. The duties of the Officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the Officers shall be as follows:

- a. President. The President shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.
- b. Secretary. The Secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Members, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the names of Members of the Association together with their addresses and shall act in the place instead of the President in the event of the President's absence or refusal to act.
- c. Treasurer. The Treasurer shall assume responsibility for the receipt of and deposit in appropriate bank accounts all monies of the Association, the disbursement of such funds as directed by resolution of the Board, the keeping of proper books of account, the preparation of an annual budget and statement of income and expenditures to be presented to the Members at annual meetings, and the delivery or mailing of a copy of each to each of the Members.

ARTICLE VI

ADMINISTRATIVE RULES AND REGULATIONS

Section 1: The Board may adopt administrative rules and regulations governing the operation and use of the Property not in conflict with the Declaration or these By-Laws.

ARTICLE VII

NOTICES AND DEMANDS

Section 1: Any notice by the Board or by the Officers to a Member shall be deemed to be duly given, and any demand upon him shall be deemed by him to have been duly made, if delivered in writing to him personally, or if mailed by first class mail, postage prepaid, addressed to him at the Lot address and any notice by a Member to the Association shall be deemed to be duly given and any demand upon the Association shall be deemed to have been duly made, if in writing and delivered to an Officer of the Association.

ARTICLE VIII

AMENDMENT

Section 1: These By-Laws may be amended from time to time at an annual or special meeting of the Association in accordance with the provisions set forth in the Declaration for amendment thereto.

ARTICLE IX

AUDIT

Section 1: The Board, at its option, shall cause the preparation of an audited financial statement of the Association for the previous accounting year. In such event, the Board shall furnish such statement to those

requesting it, provided that no such statement needs to be furnished earlier than ninety (90) days following the end of such accounting year.

ARTICLE X

INDEMNIFICATION OF TRUSTEES AND OFFICERS

Section 1: A Trustee or an Officer shall not be liable to the Members for any mistake of judgment, or negligent act, except there shall be liability for a Trustee's or Officer's individual willful misconduct or bad faith. The Association shall indemnify Trustees and Officers, their heirs, executors and administrators, against all losses, costs and expenses, including attorney's fees, reasonably incurred by any such person in connection with any action, suit or proceeding to which such person may be made a party by reason of being or having been or being a representative of a Trustee or Officer, except as to matters as to which the Trustee or Officer shall be finally adjudged in this action, suit or proceeding to be liable for willful misconduct or bad faith. The Board may purchase insurance in the amount it deems appropriate to provide this indemnification, and the cost of this insurance shall be an expense of the Association. In the event of any settlement, indemnification shall be provided only in connection with those matters covered by the settlement as to which the Association is advised by counsel that the Trustee or Officer has not been guilty of willful misconduct or bad faith as a Trustee or Officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which a Trustee or Officer may be entitled. All liability, loss, damage, cost and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provision shall be treated by the Association as an expense of the Association. Nothing in this section shall be deemed to obligate the Association to indemnify any Member, who is or has been a Trustee or Officer, with respect to any duties or obligations assumed or liabilities incurred by the Member as a Member rather than as a Trustee or Officer.

ARTICLE XI

MISCELLANEOUS

Section 1: TITLE, 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, 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: 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 3: CONFLICT. In the case of any conflict between the Articles 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 4: RULES AND REGULATIONS. As provided in Article VI hereof, 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

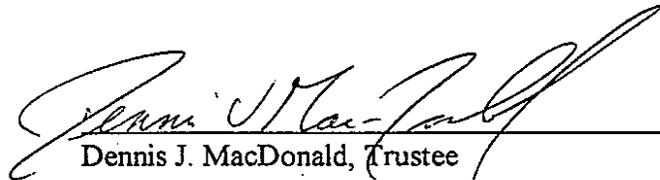
occupants of the Property. Written notice of such rules and regulations shall be given to all Members and occupants and the Property shall at all times be maintained subject to such rules and regulations. In the event such supplemental rules and regulations shall conflict with any provisions of the Declaration or of these By-Laws, the provisions of the Declaration and of these By-Laws shall govern.

Section 5: NO ACTIVE BUSINESS TO BE CONDUCTED FOR PROFIT. Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Members or any of them.

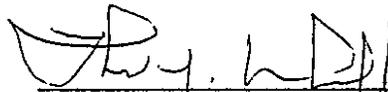
Section 6: DEFINITIONS. All terms used herein shall have the same meaning as set forth in the Declaration.

Section 7: DELEGATION OF DUTIES. Nothing herein contained shall be construed so as to preclude the Association from delegating to persons, firms or corporations of its choice, including any manager or managing agent, such duties and responsibilities of the Association as the Board shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

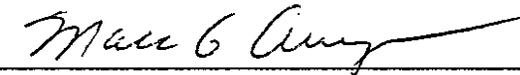
We, the undersigned Trustees of the Amelia Park Homeowners Association, an Ohio corporation not for profit, No. _____ recorded on Roll ___ at Frame ___, of the records of incorporation and miscellaneous filings in the Office of the Secretary of State of Ohio, do hereby approve the adoption of the foregoing By-Laws Declaration and regulations for the government of said corporation.



 Dennis J. MacDonald, Trustee



 Thomas J. Munninghoff, Trustee



 Mark G. Arnzen, Trustee

Cincinnati, Ohio

November 19, 1997

This instrument prepared by Stephen R. Hunt Esq., Aronoff, Rosen & Hunt, 2400 Star Bank Center, 425 Walnut Street, Cincinnati, Ohio 45202 (513) 241-0400.

EXHIBIT "D"

Situated in The Village of Amelia, Gibbon's Military Survey No. 493, Batavia Township, Clermont County, Ohio and being more particularly described as follows:

Beginning at a wood post found at the northwest corner of Lot No. 30 of Sperling Subdivision as recorded in Plat Book (D), Page 182 of the Clermont County, Ohio, Subdivision Records;

THENCE with the westerly line of said subdivision South 26° 48' 28" West for a distance of 329.91 feet to a 5/8" iron pin set at the northeast corner of Lot No. 7 of J.N. Lawhead Addition to Amelia Subdivision as recorded in Plat Book (E), Page 78;

THENCE with the lines of said Subdivision the following three (3) courses and distances;

North 63° 11' 44" West for a distance of 156.77 feet to a 5/8" iron pin set;

South 26° 48' 16" West for a distance of 46.67 feet to an axle found;

South 82° 00' 16" West for a distance of 98.30 feet to a 5/8" iron pin set corner to lands of Amelia LTD.;

THENCE with the lines of said Amelia LTD. the following two (2) courses and distances;

North 07° 59' 44" West for a distance of 100.97 feet to a 5/8" iron pin set;

North 51° 45' 31" West for a distance of 257.71 feet to a stone found corner to lands of Donald and Bonnie Calhoun;

THENCE with the lines of said Calhoun the following three (3) courses and distances;

North 37° 16' 10" East for a distance of 1958.54 feet to a stone found;

South 86° 38' 21" West for a distance of 466.62 feet to a 5/8" iron pin found;

South 87° 19' 56" West for a distance of 209.24 feet to a stone found corner to said Calhoun and corner to lands of Carroll and Vicki Lang;

THENCE with the North line of said Lang South 87° 10' 31" West for a distance of 27.07 feet to a 5/8" iron pin found corner to said Lang and corner to lands of David and Bethanie Boehm;

THENCE with the East line of said Boehm and the East line of lands of Thomas and Joetta Hatton North 01° 24' 36" West (passing a 5/8" iron pin found at 832.02 feet) for a total distance of 859.83 feet to a spike found in the centerline of Chapel Road;

THENCE with said centerline North 62° 32' 44" East for a distance of 286.00 feet to a spike set;

THENCE leaving said road with the Corporation Lines of The Village of Amelia, the following five (5) courses and distances;

North 87° 03' 33" East (passing a wood post found at 50.80') for a total distance of 1159.13 feet to a 5/8" iron pin found;

South 02° 33' 59" West for a distance of 702.74 feet to a 5/8" iron pin found;

South 03° 30' 56" West for a distance of 1395.64 feet to a stone found;

South 03° 07' 33" West for a distance of 403.61 feet to a 5/8" iron pin set;

South 87° 56' 51" West for a distance of 388.39 feet to a stone found at the northeast corner of Lot No. 17 of Sperling Subdivision as recorded in Plat Book (D), Page 182 of the Clermont County, Ohio, Subdivision Records;

THENCE with the North line of said Subdivision South 86° 52' 28" West for a distance of 724.72 feet to the place of beginning.

Said property contains 74.296 acres more or less of which there are 6.789 acres in parcel 05-01-17-264, 21.025 acres in parcel 05-01-17-140, 36.280 acres in parcel 05-01-15-172 and 10.202 acres in parcel 05-01-15-068 and being subject to legal highways and easements of record.

The above described real estate is a combination of the same premises described as recorded in Deed Book 749, Page 94, O.R. Book 367, Page 147 and O.R. Book 336, Page 519 of the Clermont County, Ohio, Deed Records and identified as Parcel No. 05-01-17-264 and 140 and No. 05-01-15-172 and 068 on the Tax Maps of said County.

Being the result of a survey and Plat dated January 28, 1997, made under the supervision of John C. Hewett, Registration No. 7550, in the State of Ohio.

Excepting therefrom all of Section 1 and Section 2 of Amelia Park Subdivision as the same appears of record in Plat Book 7, Page 117, 118, 119, 120

OHIO SECRETARY OF STATE
PROCESSING STATEMENT
12/08/97

CHARTER NUMBER: 998556
ROLL AND FRAME: 6083-1061

06083-1061

CORPORATION:

AMELIA PARK HOMEOWNERS ASSOCIATION

DOCUMENT NUMBER	CODE	FEE
97120528101	ARN	25.00
97120528101	MIS	10.00

057198

RETURN TO: ARONOFF, ROSEN & HUNT
ATTN S R HUNT
425 WALNUT ST #2400
CINCINNATI OH 45202-3954

TOTAL : 35.00

1012

6083-1062



The State of Ohio

Bob Taft

Secretary of State

998556

Certificate

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous

Filings; that said records show the filing and recording of: ARN MIS

of:

AMELIA PARK HOMEOWNERS ASSOCIATION

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

Recorded on Roll 6083 at Frame 1063 of
the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State at

Columbus, Ohio, this 5TH day of DEC .

A.D. 1997 .



Bob Taft
Bob Taft
Secretary of State

06083-1063

97120528/01

ARTICLES OF INCORPORATION

APPROVED

OF

By: 30
Date: 9/21/97
Signed: 9/25/97

AMELIA PARK HOMEOWNERS ASSOCIATION

The undersigned, a majority of whom are citizens of the United States, desiring to form a corporation, not for profit, under §1702.01 et. seq., Revised Code of Ohio, do hereby certify:

ARTICLE I

NAME

The name of the Corporation shall be Amelia Park Homeowners Association.

ARTICLE II

PRINCIPAL OFFICE

The place in Ohio where the principal office of the Corporation shall be located is the Village of Amelia, Clermont County, Ohio.

ARTICLE III

PURPOSES

This non-profit Corporation does not contemplate pecuniary gain or profit to the Members thereof, and the Corporation is formed for the purpose of acting as the home owners association with regard to the real estate specifically described in the Declaration of Covenants, Conditions and Restrictions and Reservations of Easements for Amelia Park Subdivision (the "Declaration") said Declaration being recorded or to be recorded in the Real Estate Records of Clermont County, Ohio. In addition, the specific purposes for which this Corporation is formed are to provide for the maintenance, preservation and control of certain Common Areas created for the benefit of the aforesaid real estate in accordance with the terms of said Declaration, and to promote the health, safety and welfare of the residents and Owners of the aforesaid real estate and to act in the same manner with regard to any other property which may hereafter be brought within the jurisdiction of this Corporation as part of the same plan.

The Corporation shall also possess and have the following purposes and wherever necessary or convenient such purposes shall also be deemed as powers:

- (1) To have and exercise all of the powers and duties set forth in the Declaration and the By-Laws of Amelia Park Homeowners Association (the "By-Laws");
- (2) Fix, levy, and collect all charges or assessments pursuant to the terms of the Declaration and By-Laws, enforce payment of such charges and assessments by any lawful means, and pay all

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expenses in connection therewith and in connection with the conduct of the affairs of the Corporation;

- (3) Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the Corporation and subject to the terms of the Declaration and By-Laws;
- (4) Borrow money, and in accordance with the terms of the Declaration and By-Laws, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, all for the purposes of fulfilling the Corporation's responsibilities;
- (5) Fix, administer, enforce, alter, amend, extend, waive, release, and terminate, in whole or in part, the terms, conditions, covenants, restrictions, and regulations upon, under, and subject to which any part or all of the subject real estate may now or hereafter be used;
- (6) Operate, maintain, repair, and replace the Corporation's Common Areas in accordance with the terms of the Declaration and By-Laws;
- (7) Obtain, pay for, and maintain insurance to the extent provided in the Declaration and By-Laws;
- (8) Do any other thing necessary, expedient, incidental, appropriate, or convenient to the carrying out of the foregoing purposes which will promote the common benefit and enjoyment of the residents or Owners of the Living Units and Lots, in so far as not prohibited by law, the Declaration, and the By-Laws; and
- (9) Have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 1702 of the Ohio Revised Code may now or hereafter have or exercise by law.

The Corporation shall not take any action or enter into any transaction or agreement in a manner which would violate any provision of these Articles of Incorporation, the Declaration, or the By-Laws.

ARTICLE IV**MEMBERSHIP**

Every person or entity who is a record owner of a fee simple interest in any Lot shall be a Member of the Corporation; however, persons or entities who hold an interest merely as security for the performance of an obligation shall not be Members of the Corporation. Membership shall be appurtenant to and shall not be separated from ownership of a Lot. Upon a Member's sale or other disposition of his or her Lot, the Member's membership shall terminate and the new Owner shall automatically become a Member of the Corporation. Voting rights of Members shall be set forth in the Declaration and By-Laws of the Corporation.

06083-1063**ARTICLE V****USE OF PROCEEDS**

The Corporation is organized as a non-profit corporation pursuant to Chapter 1702 of the Ohio Revised Code, and may elect to be covered by Section 528 of the Internal Revenue Code. No part of the net earnings of the Corporation shall inure (other than by acquiring, constructing, or providing management, maintenance, and care of the Corporation property, and other than by a rebate of excess membership dues, fees, or assessments) to the benefit of any private person, including, but not limited to, the members of the Board of Trustees, and the Corporation's officers or Members.

ARTICLE VI**BOARD OF TRUSTEES**

The affairs of the Corporation shall be managed by a Board of Trustees as outlined below. The following persons, not less than three, shall serve said Corporation as Trustees until the first annual meeting or other meeting called to elect Trustees.

Dennis J. MacDonald
6036 Kramer Drive
Alexandria, Kentucky 41011

Thomas J. Munninghoff
430 Reading Road
Cincinnati, Ohio 45202

Mark G. Arnzen
600 Greenup Street
Covington, Kentucky 41012

The number, qualifications, terms of office, and manner and time of selection of successor Trustees shall be as set forth in the Declaration and By-Laws.

The Board of Trustees shall have all of the powers and duties of a Board of Trustees as defined in Chapter 1702 of the Ohio Revised Code, except as these powers may be limited and expanded by the provisions of these Articles of Incorporation, the Declaration, and the By-Laws.

ARTICLE VII**INDEMNIFICATION**

The Corporation shall indemnify every person who is or has been a member of the Board of Trustees, an officer, an agent, or an employee of the Corporation and those persons' respective heirs, legal representatives, successors, and assigns, against expenses including attorney fees, judgments, decrees, fines, penalties, and amounts paid in settlement actually and reasonably incurred in connection with any threatened, pending, or

06083-1066

completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether in an action or proceeding by or in the right of the Corporation, or otherwise, in which this person was or is a party or is threatened to be made a party because this person was a member of the Board of Trustees, an officer, an employee, or an agent of the Corporation, or is or was serving in such a capacity at the request of the Corporation, provided that this person (a) acted in good faith and in a manner that person believed to be in or not opposed to the Corporation's best interests, and (b) in any matter the subject of a criminal action or proceeding, had no reasonable cause to believe that the questioned conduct was unlawful; provided, however, that, if an action or suit by or in the right of the Corporation, to procure a judgment in its favor against this person because of this person's serving in this capacity, is threatened, pending, or completed, no indemnification shall be made in respect of any claim, issue, or matter as to which this person shall have been adjudged to be liable for negligence or misconduct in the performance of a duty to the Corporation unless and only to the extent that the court in which this action or suit was brought shall determine upon application that in view of all the circumstances of the case this person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

Unless ordered by a court, the determination of indemnification, pursuant to the foregoing criteria, shall be made (a) by a majority vote of a quorum of the Corporation's Board of Trustees who were not and are not parties to or threatened with any such action, suit, or proceeding, or (b) if such a quorum is not obtainable, or if a majority of a quorum of disinterested Trustees so direct, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Corporation or any person to be indemnified within the past five (5) years, or (c) by the Members, or (d) by the court in which such action, suit or proceeding was brought.

Such an indemnification is not exclusive of any other rights to which this person may be entitled under law, any agreement, or any insurance purchased by the Corporation, or by vote of the Members, or otherwise.

ARTICLE VIII**NOTICE AND QUORUM**

Notice and quorum requirements shall be in accordance with the provisions of the By-Laws.

ARTICLE IX**DURATION**

The Corporation shall cease to exist upon termination of the Declaration in accordance with its terms.

ARTICLE X**DEFINITIONS**

All terms used herein shall have the same meaning as set forth in the Declaration.

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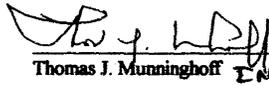
ARTICLE XI

AMENDMENT

These Articles of Incorporation may be amended only under the same terms and conditions, and with the same approvals, as are provided in the Declaration for its amendment.

IN WITNESS WHEREOF, the undersigned has hereunto subscribed his name on this 19TH day of NOVEMBER, 1997.


Dennis J. MacDonald INCORPORATOR


Thomas J. Munninghoff INCORPORATOR


Mark G. Arzen INCORPORATOR

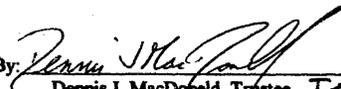
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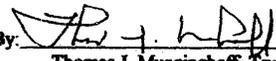
ORIGINAL APPOINTMENT OF STATUTORY AGENT

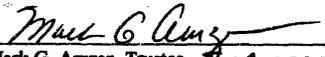
KNOW ALL MEN BY THESE PRESENTS:

That Thomas J. Munninghoff, 430 Reading Road, Cincinnati, Ohio 45202, a natural person and resident of said county, is hereby appointed as the person on whom process, tax notices and demands against Amelia Park Homeowners Association may be served.

AMELIA PARK HOMEOWNERS ASSOCIATION

By: 
Dennis J. MacDonald, Trustee *INCORPORATOR*

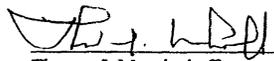
By: 
Thomas J. Munninghoff, Trustee *INCORPORATOR*

By: 
Mark G. Arzen, Trustee *INCORPORATOR*

AMELIA PARK HOMEOWNERS ASSOCIATION

Gentlemen:

I hereby accept the appointment as the statutory agent for your company upon whom process, tax notice or demands may be served.


Thomas J. Munninghoff

06083-1069

Aronoff, Rosen & Hunt

A Legal Professional Association

2600 Star Bank Center

425 Walnut Street

Cincinnati, Ohio 45202-3954

Telephone (513) 261-0400

Telex (513) 261-2877

December 4, 1997

Irwin J. Aronoff
(1903-1987)

Irving H. Rosen
of Counsel

Columbus, Ohio Office
85 East Gay Street
Eleventh Floor

Columbus, Ohio 43215
Telephone (614) 221-5720
Telex (614) 221-0259

Stanley J. Aronoff
Stephen R. Hunt
Gregory M. Rosen
Mark W. Stein
Gary L. Hall
Edmund P. DeGuglielmo
Richard A. Paul
Mark D. Schafferberger
Steven C. Martin
William L. Van Winkleberg
All admitted in Kentucky

Ohio Secretary of State
30 East Broad Street
Columbus, Ohio 43215

COMMUNICATIONS SECTION

RE: Articles of Incorporation
Amelia Park Homeowners Association

Dear Sir or Madam:

Enclosed please find an original and one copy of the Articles of Incorporation for Amelia Park Homeowners Association along with our check in the amount of \$35.00 to cover the cost of the filing fee and expedited service. Also enclosed is a self-addressed, stamped envelope for the return of a file stamped copy.

Should you have any questions, please do not hesitate to contact the undersigned.

Sincerely yours,

ARONOFF, ROSEN & HUNT

Stephen R. Hunt
Stephen R. Hunt

SRH:mg
Enc.