

DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND RESERVATION OF EASEMENTS
FOR
CREEKSIDE MEADOWS
HOMEOWNERS ASSOCIATION

Declarant, Welsh Development Company, an Ohio corporation, is the owner of certain real estate in Butler County, Ohio, described in Exhibit "A", attached hereto and incorporated herein (hereinafter referred to as "Property").

Declarant hereby declares that the Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions and reservation of easements herein, which are for the purpose of protecting the value and desirability of and which shall run with the Property submitted hereunder or which may subsequently be added, and shall be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

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ARTICLE I

Definitions

1.1 **Additional Land.** "Additional Land" means property described in Exhibit "B" and property that may adjoin **Creekside Meadows** that the Declarant may develop and add to the subdivision in the future which may be made subject to this Declaration pursuant to Article XII.

1.2 **Allocated Interests.** "Allocated Interests" means the Common Expense Liability and votes in the Association as set forth in Article III.

1.3 **Assessments.** "Assessments" means those charges upon the Lots established by Article VI of this Declaration.

1.4 **Association.** "Association" means **Creekside Meadows Homeowners Association**, an Ohio nonprofit corporation, its successors and assigns. Except as the context otherwise requires "Association" shall mean the Board of Directors acting on behalf of the Association.

1.5 **Board.** "Board" shall mean the Board of Directors of the Association.

1.6 **Builder.** "Builder" shall mean any Lot Owner who purchases a Lot directly from the Declarant for purposes of constructing a single family residence on said Lot.

1.7 **Common Elements.** "Common Elements" shall mean any real estate owned or leased by the Association, including easements in favor of the Association.

1.8 **Common Expense Liability.** "Common Expense Liability" means the liability for Common Expenses allocated to each Lot pursuant to Article III, of this Declaration.

1.9 **Common Expenses.** "Common Expenses" means expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves.

TRANSFER NOT NECESSARY
KAY ROGERS
BY MB 8/5/03 DEPT.
AUDITOR, BUTLER CO., OHIO

1.10 **Declarant.** "Declarant" means Welsh Development Company, Inc., its successors and assigns.

1.11 **Declaration.** "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for **Creekside Meadows** Homeowners Association, including any amendments hereto.

1.12 **Dwelling Unit.** "Dwelling Unit" means a building situated on the Properties designed and intended for use and occupancy as a single-family residence.

1.13 **Lot.** "Lot" means the physical portion of the Property designated for separate ownership or occupancy, the boundaries of which are described pursuant to Article II, Section 2.1.

1.14 **Member.** "Member" means any person or entity entitled to membership in the Association as provided herein.

1.15 **Occupant.** "Occupant" means any person in possession of a Lot, or Dwelling Unit whether or not such possession is lawful and shall include but not be limited to, an Owner's family members, guests, invitees, tenants and lessees.

1.16 **Owner.** "Owner" means the Declarant or other person or entity who owns a Lot, but does not include a person or entity having an interest in a Lot solely as security for an obligation.

1.17 **Property.** "Property" or "Properties" means the real estate described in Exhibit "A" attached hereto and any other property, which may be made subject to the terms of this Declaration, together with any improvements, made thereon.

1.18 **Survey Plat.** "Survey Plat" means the plat of **Creekside Meadows, Section One**, Plat Envelope 3570 pages A - D of the Butler County, Ohio Records; and the plat for any Additional Land made subject to the terms and conditions of this Declaration.

1.19 **Turnover Date.** "Turnover Date" shall be the date that 95% of the Lots in all Sections of **Creekside Meadows** Subdivision have been sold by the Declarant.

ARTICLE II

Lots

2.1_ **Description of Lot Boundaries.** The Boundaries of the Lots shall be those as set forth on the Survey Plat.

ARTICLE III

Allocation of Allocated Interests

3.1_ **Common Expense Liability.** The allocation of Allocated Interests for Common Expense Liability shall be determined in accordance with the allocation of the various assessments as set forth in Article VI, Section 6.8.

3.2_ **Votes in the Association.** The allocation of Allocated Interests for voting purposes shall be one vote per Lot.

Article IV

Common Elements and Easements

4.1_ **Description.** The Common Elements shall be any portion of the Property owned by the Association in fee or by easement or leased to the Association.

4.2_ **Easements.** The Lots and Common Elements shall be subject to certain easements. These easements shall be appurtenant to and pass with the title to the Lots.

4.2.1 **Enjoyment.** The Common Elements shall be subject to an easement of enjoyment in favor of the Lots and Owners. Such easement shall be limited to the purposes for which the easements are created. Nothing herein shall be construed to provide any right of access to the Lots by any persons who are not Owners thereof.

4.2.2 **Drainage.** The Lots shall be subject to easements in favor of the Lots and for the maintenance of drainage areas. No Owner shall do anything within a Lot or Dwelling Unit, which shall unreasonably increase or divert the flow of surface water.

4.3_ **Owner's Delegation Rights.** Any Owner may delegate his or her easement rights and rights of enjoyment to the Common Elements to any Occupants, and any guests, invitees, tenants or lessees thereof. Any Owner who has leased his or her Lot shall be deemed to have delegated such rights. Any such delegation, however, shall be in accordance with and subject to reasonable rules, regulations and limitation as may be adopted by the Association in accordance with its Code of Regulations.

4.4_ **Limitation on Easements.** All easements and rights granted herein are subject to:

4.4.1 Restrictions set forth in this Declaration;

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

4.4.3 The right of the Association to levy assessments for the Common Expenses and other assessments as set forth herein;

4.4.3 All rights granted to the Association in this Declaration.

ARTICLE V

Owners' Association

5.1_ **Formation.** The Declarant has caused or will cause to be chartered in accordance with Chapter 1702 of the Ohio Revised Code, a nonprofit corporation named **Creekside Meadows Homeowners Association**. The purposes for the Association are to provide for the administrative governance, maintenance and upkeep of the Property and to promote the general health, and welfare of the Owners and Occupants of the Property.

5.2_ **Membership.** The membership of the Association shall at all times consist exclusively of Owners. All Owners shall be Members. Membership shall be appurtenant to and may not be separated from such ownership.

5.3_ **Powers of the Association.** Subject to the Special Declarant Rights hereinafter set forth, the Association may:

5.3.1 adopt and amend a Code of Regulations for the government of the Association, the conduct of its affairs and the management of the Property;

5.3.2 adopt rules and regulations for the use and enjoyment of the Common Elements and to enforce violations of the rules and regulation and the provisions and restrictions of the Declaration as against the Owners and Occupants;

5.3.3 adopt and amend budgets for revenues, expenditures and reserves and levy and collect Assessments from Owners;

5.3.4 hire and discharge managing agents and other employees, agents and independent contractors;

5.3.5 institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the community;

5.3.6 make contracts and incur liabilities; specifically to include agreements to maintain landscaping and trees in the right-of-way.

5.3.7 regulate the use, maintenance, repair, replacement and modification of the Common Elements for which the Association has maintenance responsibility and other rights as set forth herein;

5.3.8 cause additional improvements to be made as part of the Common Elements except that this power shall be limited to improvements required solely for surface water management, landscaping, street lighting, signage and/or recreational purposes;

5.3.9 acquire, hold, encumber and convey in its own name any right, title or interest to real estate or personal property;

5.3.10 grant easements, liens, licenses and concessions through or over the Common Elements;

5.3.11 impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements and for services provided to Owners;

5.3.12 impose charges for late payments of Assessments and after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Code of Regulations, Rules and Regulations of the Association;

5.3.13 impose reasonable charges for the preparation and recordation of amendments to the Declaration or for statements of unpaid Assessments;

5.3.14 provide for indemnification of its officers and Board of Directors and maintain directors' and officers' liability insurance;

5.3.15 assign its right to future income, including the right to receive Common Expense Assessments, except that this power shall be limited to the purposes of repair of existing structures or improvements;

5.3.16 exercise any other powers conferred by the Declaration, Code of Regulations or Articles of Incorporation;

5.3.17 exercise all other powers that may be exercised in this state by nonprofit corporations;

5.3.18 exercise any other powers necessary and proper for the governance and operation of the Association;

5.3.19 enforce the terms of the Restrictions found in Article VIII herein and as contained on the Plat.

5.4_ Voting Rights. Members shall be entitled to vote on matters properly before them in accordance with this Article and the laws of the State of Ohio.

5.4.1 Number of Votes. Each Lot shall have one vote. If only one of several Owners for a Lot is present at a meeting of the Association, that Owner is entitled to cast the vote allocated to that Lot. If more than one of the Owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any one of the Owners casts the vote allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. The Association may adopt rules regarding deadlocks. No votes allocated to any Lots owned by the Association may be cast.

5.4.2 Proxies. A vote allocated to a Lot may be cast pursuant to a proxy duly executed by an Owner. If a Lot is owned by more than one person, each Owner of the Lot may vote or register protest to the casting of votes by the Owners of a Lot through a duly executed proxy. An Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Except as hereinafter provided, a proxy shall terminate one year after its date, unless it specifies a shorter time. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering the Lot, its presentation to the Board of a copy of the mortgage shall be notice of the proxy designation, and if the mortgage so states, of the irrevocability of that designation. Written notice

to the Board or notice in a meeting of a revocation of a proxy designation shall not affect any vote or act previously taken. Each proxy shall automatically cease upon conveyance of the Lot.

Unless expressly reserved and the Association is notified of such reservation, a land contract vendee as defined in Chapter 5313 of the Revised Code, shall be deemed the proxy of a land contract vendor for purposes of this section.

5.5_ **Annual Meeting.** A meeting of the Members of the Association must be held at least once a year.

5.6_ **Management Agent.** The Board may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services, as the Board shall authorize. The Board may delegate to the managing agent or manager, subject to the Board's supervision, certain powers granted to the Board by this Declaration. The Declarant, or an affiliate of the Declarant, may be employed as a managing agent or manager.

No management contract may have a term in excess of three (3) years and must permit termination by either party without cause and without termination fee on ninety (90) days or less written notice.

ARTICLE VI

Assessments

6.1_ **Establishment of Assessments.** There are hereby established for the benefit of the Association, its successors and assigns, as a charge on each Lot, certain Assessments for Common Expenses and other expenses. Each Owner, by acceptance of a deed, covenants and agrees to pay such Assessments, except the Declarant shall have no obligation to pay assessments unless the Dwelling Unit located upon any Lot owned by the Declarant is occupied. In addition any Lot owned by a Builder shall not be subject to an assessment until 180 days after the transfer of the Lot from the Declarant to the Builder. Assessments may be levied by the Association one year after the recording of this Declaration or later. The annual general assessment shall not exceed \$300.00 per lot for the first year for which assessments are charged.

In addition to the annual general assessment a one time **Amenity Fee of \$250.00** shall be assessed to each Lot Owner payable to the Declarant as compensation for installation of Common Elements. This Amenity Fee shall be collected from the Lot Owner at the closing with the Builder.

6.2_ **Purpose of the Assessments.** The Assessments are established for the benefit and use of the Association and shall be used in covering the costs of its Common Expenses and for other such purposes as hereinafter set forth.

6.3_ **Annual General Assessment.** There is hereby established an Annual General Assessment for the purpose of the Common Expenses of the Association. The Common Expenses shall be, but not limited to, (1) operation, maintenance, repair and replacement as required by this Declaration; (2) the cost of any insurance required by this Declaration; (3) reasonable reserves for contingencies and replacement; and (4) administrative, accounting, legal and management fees; (5) all other costs and liabilities incurred by the Association in the exercise of its powers and duties pursuant to this Declaration. Notwithstanding the above, the Association shall not be required to establish any reasonable reserves for contingencies and replacement prior to the Turnover Date.

6.4_ **Individual Assessment.** The Association after approval by two-thirds (2/3) vote of all members of the Board shall have the right to assess an individual Lot for any of the following:

6.4.1 any costs incurred by the Association in the performance of any maintenance in accordance with Article VII, Section 7.4.

6.4.2 any costs incurred for maintenance or repair caused through the willful or negligent act of an Owner or Occupant or their family, tenants, guests or invitees, including attorney fees, court costs and other expenses incurred.

6.4.3 any costs associated with the enforcement of this Declaration or the Rules and Regulations of the Association, including, but not limited to attorneys fees, witness fees and costs, and court costs.

6.5_ **Special Assessments.** In addition to the other Assessments authorized herein, the Association may levy Special Assessments in any fiscal year. So long as the total amount of Special Assessments allocable to each Lot does not exceed One Hundred Twenty Percent (120%) of the Annual General Assessment for that fiscal year, the Board may impose the Special Assessment. Any Special Assessments which would cause the amount of Special Assessments allocable to any Lot to exceed this limitation shall be effective only if approved by a majority vote of the Members present and voting at a meeting duly called for such purpose. Special Assessments shall be paid as determined by the Board, and the Board may permit Special Assessments to be paid in installments extending beyond the fiscal year in which the Special Assessment is imposed.

6.6_ **Computation and Payment of Annual General Assessment.** The Annual General Assessment shall be computed and levied in accordance with the budget adopted by the Board pursuant to the Code of Regulations. This Assessment shall be effective as to each Lot on the first day of the Association's fiscal year subject to the limitations set forth in Section 6.1 above. With respect to Lots added during the fiscal year, this Assessment shall be effective on the first day of the month following the filing of the Supplemental Declaration for such Lot prorated to the end of the Association's fiscal year. So long as there has been no default in payment of the Assessment, it shall be payable in annual installments due on the first day of each fiscal year. The Board shall have the power from time to time to adopt such billing, collection and payment procedures, charges and other payment time schedules as it deems appropriate.

6.7_ **Lien for Assessments & Amenity Fee.** The Association shall have a lien for any Assessment and the Declarant shall have a lien for any amenity fee levied against a Lot, for fines imposed against an Owner or Occupant, and for interest, costs and reasonable attorney fees.

6.7.1 **Creation.** The lien for Assessments is created by this Declaration and shall be a charge and a continuing lien on each Lot, which shall run with the land. All persons or entities acquiring an interest in a Lot after the filing of this Declaration take such interest subject to the lien.

6.7.2 **Effective Dates.** The lien for the Common Expense Liability for each Lot as set forth in the Annual General Assessment shall be effective on the first day of the fiscal year of the Association. The lien for other Assessments shall be effective on the first day of the month following the notice of its levy on the Owners affected.

6.7.3 **Perfection.** Recording of this Declaration constitutes notice and perfection of the Lien.

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

6.7.5 **Priority of the Lien.** The lien created by this Section shall be prior to all liens and encumbrances recorded subsequent to this Declaration except the lien for real estate taxes and assessments and the lien of any first mortgage filed of record.

6.7.6 **Subordination and Mortgagee Protection.** Notwithstanding any of the provisions hereof to the contrary, the lien of any Assessment levied pursuant to this Declaration (and any late charges, interest, costs and attorney fees) shall be subordinate to, and shall in no way affect the rights of the holder of a first mortgage made in good faith for value received; provided, however, that such subordination shall apply only to Assessments, or installments thereof, which have become due and payable prior to the date of Sheriff's sale of such Lot pursuant to a foreclosure or the date of a deed in lieu of foreclosure. Such sale or transfer shall not relieve the mortgagee or the purchaser of a Lot at such sale from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessment.

6.7.7. **Extinguishment of the Lien.** A lien for unpaid Assessments is extinguished unless proceedings to enforce it are instituted within five (5) years after the full amount of the Assessment becomes due. If an Owner of a Lot subject to a lien files a petition for relief under the United States Bankruptcy Code, then the period of time to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay under Section 362 of the Bankruptcy Code is lifted.

6.7.8 **Estoppel Certificate.** Upon request of any mortgagee or Owner and upon payment in full of all Assessments and other charges permitted by this Declaration that are due to the Association, the Association shall execute and deliver to such mortgagee or Owner an Estoppel Certificate. Such certificate shall be in recordable form and shall note the payment of the outstanding Assessments and charges and that the Association is estopped from the enforcement of its lien with respect to Assessments and charges becoming due and payable prior to the date of the Certificate. The Association may charge a reasonable fee for the preparation of such certificate.

6.8_ **Allocation of Assessments.** The Common Expense Liability of each Lot shall be the portion of the Common Expense. The Common Expense Liability and the Annual General Assessment shall be allocated so as the share of the Lots shall be shared equally for each Lot.

6.9_ **Delinquency and Acceleration.** Any installment of an Assessment provided for by this Declaration shall become delinquent if not paid on the due date as established by this Declaration or by the Board. With respect to each installment of an Assessment not paid within five (5) days of its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, costs of collection, reasonable attorney fees and interest at the rate provided in Section 1343.03 of the Ohio Revised Code (and as amended from time to time). Interest shall be calculated from the date of delinquency to the date full payment is received by the Association. If any installment of an Assessment is not paid within thirty (30) days of its due date, the Board may, at its election, declare all of the unpaid balance of the Assessment due without further notice or demand to the Owner. The Association may enforce the collection of the full Assessment and all charges thereon in any manner authorized by law or this Declaration. The filing of any petition for relief pursuant to the United States Bankruptcy Code by an Owner whose Assessment has been accelerated shall operate as a restoration of the Assessment to its prior status as if it has not been accelerated.

6.10_ **Remedies Cumulative.** A suit to recover money judgment for unpaid Assessments and charges may be maintained without foreclosing or waiving the right to enforce the lien. A foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

6.11_ **Personal Obligation.** The Assessments, including fines, if any, payable by each Owner, together with any penalty, interest, costs and reasonable attorney fees shall be the personal obligation of the Owner of the Lot at the time incurred. The Personal Obligation shall not pass to any successors in title unless expressly assumed by them.

6.12_ **Statement of Unpaid Assessments.** The Association shall upon written request of the Owner, contract purchaser, or first mortgagee, furnish a statement setting forth the amount of unpaid Assessments against the Lot. This statement must be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Board and every Owner. The Association may charge a reasonable amount for this statement.

6.13_ **No Waiver of Liability for Common Expenses.** No Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Lot against which the Assessments are made.

ARTICLE VII

Upkeep of the Property

7.1_ **Lots.** Each and every Lot, its Dwelling Unit and any improvement erected thereon shall be maintained in a reasonable manner in accordance with the standard generally prevailing throughout the Properties,

7.2_ **Common Elements.** The Declarant shall maintain the Common Elements, specifically to include the maintenance and upkeep of the landscaped and entrance features, and any other Common Elements for six months after recording of this Declaration. For any Additional Property added to the terms and conditions of this Declaration, the Declarant shall maintain Common Elements identified on such Additional Property for six months after the recording of any amendment adding such Additional Property.

Thereafter, upon notice from the Declarant to the Association, the Association shall maintain the Common Elements, specifically to include the maintenance and upkeep of the landscaped area and entrance features and any other Common Elements.

7.3_ **Drainage Easements.** Each Owner will be responsible for the maintenance, management and upkeep of all private drainage easement areas and detention areas shown on the Survey Plat.

7.4_ **Association's Right to Maintain.** In the event that an Owner shall fail to provide maintenance as required by this Declaration in a manner satisfactory to the Association, and such Owner has failed to comply for ten (10) days after being so notified of such failure and upon being provided an opportunity to be heard concerning such failure, then the Association shall have the right, through its agents and employees, to enter upon said lot and repair, maintain and restore the Lot. In the event that such failure poses a health, safety or security risk, then no notice or hearing need be given. The cost of such maintenance and repair shall be assessed against the subject Lot in accordance with Article VI,

Section 6.4. Nothing in this section shall be construed as giving the Association any right to repair, maintain or restore any Dwelling Unit.

7.5_ **Access to Lots.** For the purpose solely of performing the maintenance required or authorized herein, the Association, through its duly authorized agents or employees, or subcontractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day.

ARTICLE VIII

Restrictions

8.1_ Easements for installations and maintenance of utilities and drainage facilities will, where necessary, be reserved for such purpose in the conveyance of the individual lots.

8.2_ No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8.3_ No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence, either temporary or permanently. Construction or storage trailers or sheds are permitted while homes are under construction.

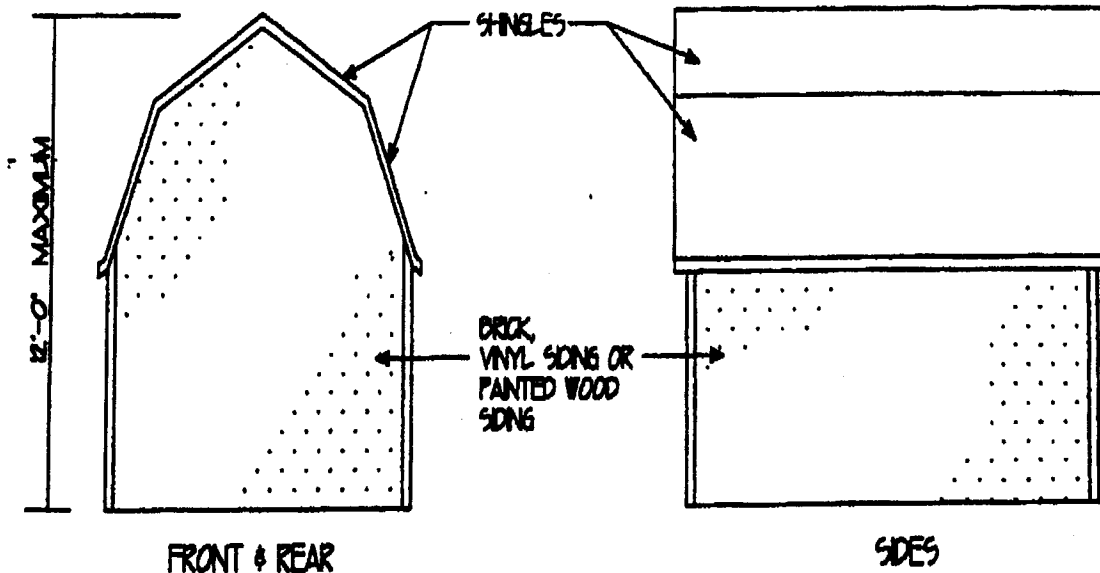
8.4_ No lot shall be used or maintained as a dumping ground for rubbish, except during the period of construction of the house on the particular lot or house in the vicinity. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerations or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

8.5_ All dwellings shall be constructed in such a manner as to conform with the Zoning laws, Building codes and the Plumbing Codes of Butler County, Ohio, and any state health regulations, which might apply to this development.

8.6_ Only one single-family residence with necessary garage for not less than two automobiles may be built on any of said lots with the exception of Section 8.7. Garages shall be built-in or attached to residences. Each house may have a maximum of two garage doors up to 18' wide or a maximum of three garage doors up to 12' wide. No house trailer shall be parked on any of said lots at any time. Campers, boats, trailers or recreational vehicles may not be stored in front, rear or side yards, except for a 48-hour period of time for loading and unloading. No detached garages will be permitted. No underground or log homes will be permitted.

8.7_ Storage sheds will be allowed provided they meet the following guidelines:

- One shed allowed per lot.
- All sheds must be in the back yard and behind all building lines. The shed must not be any closer than 10' to any property line.
- Sheds can be a maximum of two hundred square feet and no taller than 12'.
- Roof shingles and color scheme to be the same as the house on that lot.
- The exterior of all sheds must be covered with brick, vinyl siding or painted wood siding.
- All sheds must have the same design, which is the Deluxe Barn Style.



8.8_ A satellite dish with a maximum of 1 meter in diameter is allowed. The dish can only be mounted in front of the house if an acceptable signal cannot be achieved elsewhere on the lot.

8.9_ No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, dwelling, or garage erected thereon, except that dogs, cats, or other household pets may be kept, provided they are inside the main residence of each lot at night, and further, provided they are not bred or maintained for any commercial purpose, nor in such numbers as to become a nuisance or offensive to other owners.

8.10_ No signs of any kind shall be displayed to the public view on any lots or buildings except one professional sign of not more than one square foot in area. Signs of not more than six square feet in area advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period are permitted. The developer will be allowed a large subdivision sign close to the entrance of the subdivision. Political signs not more than five square foot will be permitted 30 days prior to an election, and must be removed within 7 days after election.

8.11_ The grades of all lots shall not be materially altered or changed so as to adversely affect or interfere with any other owner's property.

8.12_ No fences, walls, or hedges shall be erected or placed on any lot nearer to any street than the minimum building setback line. No solid, stockade, or board on board fences will be permitted. No chain link fences will be permitted. No fences higher than 6' will be permitted.

8.13_ The construction of concrete block, cinder blockhouses, or houses constructed of other similar brick material is prohibited, unless the entire exterior is covered with brick.

8.14_ No above ground Swimming Pools will be permitted. When an in ground Swimming Pool is installed, a small storage shed with a maximum of 35 square feet will be permitted for the purpose of housing pool filter, pump, heater, equipment, and chemicals.

8.15_ The following is a list of minimum square foot requirements for each single family residence. One story plans 1340 square feet all other plans to have a minimum of 1700 square feet. Garages, porches and basements cannot be included in the determination of square footage. Square footage will be measured from outside of wall to outside of wall.

8.16_ Brick, drivet, and/or stone wrap shall be required around any portion of the first floor of house that faces a dedicated street, except where these materials cannot be supported.

8.17_ All front facades shall be brick and/or stone. However, a combination of brick and siding can be used on approved plans.

8.18_ Plans for all residences shall be approved in writing by Welsh Development Company, Inc., its successors or assigns, before construction on said residence begins.

8.19_ All homes shall use a mailbox or post as specified by Welsh Development Company, Inc.

8.20_ Christmas lights may be erected no sooner than four weeks prior to and removed no later than four weeks after Christmas.

8.21_ There shall be no more than one garage or yard sale held on any lot during a one-year period.

8.22_ After the Turnover Date any restrictions herein contained in this Article VIII may be waived or suspended at any time by an instrument in writing recorded in the Recorder's Office of Butler County, Ohio, signed by the then owners of not less than three/fourths of the lots included in **Creekside Meadows**.

8.23_ Invalidation of any one of these covenants by a judgment or court order shall not effect any of the other provisions, which shall remain in full force and effect.

8.24_ Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

ARTICLE IX

Architectural Approval

9.1_ **Architectural Standards.** All Property at any time subject to this Declaration shall be governed and controlled by this Article. Until the date that all Lots within the subdivision have been sold by the Declarant and the initial construction on all Lots has been completed, the Declarant shall have the exclusive authority to determine the architectural standards, which shall govern the construction of Improvements on the Property. Each Owner covenants and agrees by acceptance of a deed to a Lot, to comply with, and to cause his/her Lot and any occupancy thereof to comply with the standards promulgated by the Declarant. The initial architectural standards adopted by the Declarant are found within Article 8.15 thru 8.17 above. The Declarant reserves the right to unilaterally adopt alternate standards for **Creekside Meadows**.

9.2_ **Approval by Declarant.** No improvement shall be placed, erected or installed on the Property, no construction (which term shall include in its definition staking, clearing, excavation,

grading and other site work) and no plantings or removal of plants, trees or shrubs shall be permitted without, until and unless the Owner first obtains the written approval thereof by the Declarant and otherwise complies with the provisions of this Declaration. The terms and conditions of this provision apply to all improvements related to the initial construction of the Dwelling Unit upon the Lot and any alterations, improvements or additions made to the Dwelling Unit or otherwise upon the Lot during the period that the Declarant is the Owner of any Lots within the subdivision.

Owners shall submit plans and specifications showing the nature, kind, shape, color, size materials and location of improvements and alterations to the Declarant or Association (after the turnover date) for its approval. The form used for approval of improvements is attached hereto as Exhibit "C". Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate the interior of his/her residence.

ARTICLE X

Insurance and Casualty Losses

10.1 **Insurance.** The Board or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Elements against loss or damage by fire, other hazards, including all risk coverage, vandalism and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall also obtain a public liability policy covering the Common Elements, the Association, and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, and if reasonably available, directors' and officers' liability insurance. The public liability policy shall have such coverages as the Board in its discretion may decide to be reasonable after due consideration of all factors involved. Premiums for all insurance of the Common Elements, public liability and directors' and officers' insurance shall be Common Expenses of the Association. The policy may contain a reasonable deductible and the amount thereof shall be added to the face amount of the policy in determining whether the insurance equals the full replacement cost.

Cost of insurance coverage obtained for the Common Elements, public liability, and directors' and officers' shall be included in the General Assessment, as defined in Article VI, Section 6.3.

All such insurance coverage obtained by the Board shall be written in the name of the Association, as Trustee, for the respective benefited parties, as further identified below. The provisions hereinafter set forth shall govern such insurance:

10.1.1 All policies on the Common Elements shall be for the benefit of the Lot Owners and their mortgages as their interests may appear.

10.1.2 Exclusive authority to adjust losses under policies in force on the Property obtained by the Association shall be vested in the Board; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

10.1.3 In no event shall the insurance coverage obtained by the Board hereunder be brought into contribution with insurance purchased by individual Owners, Occupants, or their mortgagees, and the insurance carried by the Association shall be primary.

10.1.4 All casualty insurance policies shall have an agreed amount endorsement with an annual review by one or more qualified persons, as least one of whom must be in the real estate industry and familiar with construction in the Butler County, Ohio, area.

10.1.5 The Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

10.1.5.1 a waiver of subrogation by the insurer as to any claims against the Board, its manager (if any), the Owners and their respective tenants, servants, agents, and guests;

10.1.5.2 a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

10.1.5.3 that no policy may be canceled, invalidated, or suspended on account of the acts of any one or more individual Owners;

10.1.5.4 that no policy may be canceled, invalidated, or suspended on account of the conduct of any trustee, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner or mortgagee; and;

10.1.5.5 that any "other insurance" clause in any policy exclude individual Owner's policies from consideration.

10.2_ Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

10.2.1 If the damages or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction is made after making such settlement as is necessary and appropriate with the affected Owner or Owners and their mortgagee(s), as their interests may appear, if any Lot is involved, shall be remained by and for the benefit of the Association. This is a covenant for the benefit of any mortgagee of a Lot and may be enforced by such mortgagee.

10.2.2 If is determined, as provided for in Section 10.3.2 of this Article, that the damage or destruction of the Common Elements for which the proceeds are paid shall not be repaired or reconstructed such proceeds shall be disbursed in the manner as provided for excess proceeds in Section 10.2.1 hereof.

10.3_ Damage or Destruction.

10.3.1 Immediately after the damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or

destroyed property. Repair or reconstruction, as used in the paragraph, means repairing or restoring the Property to substantially the same condition in which it existed prior to the fire or other casualty.

10.3.2 Any damage or destruction to the Common Elements shall be repaired or reconstructed unless at least seventy-five (75%) percent of the total vote of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, that such extension shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination of whether the Common Elements damage or destruction shall be repaired or reconstructed.

10.3.3 In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Elements shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event that property shall be restored to its natural state and maintained as an undeveloped portion of the Common Elements by the Association in a neat and attractive condition.

10.4_ **Repair and Restoration.** If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Members, levy a Special Assessment against all Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the cost of repair, such excess shall be deposited to the benefit of the Association.

ARTICLE XI

Condemnation

Whenever all or any part of the Common Elements shall be taken (or conveyed in lieu of or under threat of condemnation of the Board, acting on its behalf or on the written direction of all Owners of Lots subject to the taking, if any) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, unless otherwise prohibited by law. The award made for such taking shall be payable to the Association, as trustee for all Owners, to be disbursed as follows:

If the taking involves a portion of the Common Elements on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant and at least seventy-five (75%) percent of the Members of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Elements, to the extent lands are available therefore, in accordance with plans approved by the Board. If the taking does not involve any or if there are net funds remaining after such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

Development Rights

12.1_ **Submission of Additional Land.** The Declarant reserves the unilateral right to submit all or any portion of the Additional Land to the terms of this Declaration at any time during the Development Period without the consent of the Association. The submission shall be accomplished by the filing of a Supplemental Declaration identifying the Additional Land, the Lots and the Common Elements.

12.2_ **Notice to the Board.** The Declarant shall promptly notify the Board of the filing of any Supplemental Declaration.

12.3_ **Easements Reserved.** The Declarant reserves for itself, its successors and assigns and any Builder, the following easements:

12.3.1 Easements for drainage and all utilities as shown on the Record Plat.

12.3.2 Easements for ingress, egress, drainage and all utilities over the Common Elements provided that such easements do not unreasonably interfere with any Owner's rights of enjoyment.

12.3.3 An easement over the Common Elements as may be reasonably necessary for the purpose of discharging its obligations or exercising any rights under the Declaration.

12.3.4 An easement for ingress, egress, drainage and all utilities over the Common Elements and all Lots in favor of the Additional Property and the right to convey that easement to others in the event that the Additional Property is not submitted to this Declaration.

12.4_ **Assignment of Development Rights.** The Declarant reserves the right to assign any or all of its Development Rights to any person or entity for the purpose of further development and improvements of the Property. No assignment shall be effective unless it is in writing and filed with the Recorder of Butler County, Ohio.

ARTICLE XIII

Special Declarant Rights

13.1_ **Use for Sale Purposes.** Declarant reserves for itself, its successors and assigns, and any Builder the right to maintain sales offices and models on the Lots.

13.2_ **Signs and Marketing.** The Declarant reserves the right for itself and any Builder to post signs and displays in the Property to promote sales of Lots, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Owners.

13.3_ Control of the Association.

13.3.1 Appointment of Directors and Officers. The Declarant reserves the right to appoint and remove the members of the Board and the Officers of the Association until such time as 95% of the Lots located on the Property or any Additional Property has been sold.

13.3.2 Early Termination of Control. The Declarant may voluntarily surrender the right to appoint and remove directors and officers before the termination of the period set forth above. In that event, the Declarant may require, for the duration of that period, that specified actions of the Association or the Board, be approved by Declarant before they become effective. Such voluntary termination shall be evidenced by a recorded instrument executed by the Declarant setting forth the termination of right to appoint and the actions which require Declarant's approval.

13.4_ Declarant's Personal Property. The Declarant and any Builder reserve the right to retain all personal property and equipment used in sales, management, construction and maintenance of the premises that has not been represented as property of the Association. The Declarant and Builder reserve the right to remove, within One (1) year after the sale of the last Lot, from the Property any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

13.5_ Right to Amend Documents. Notwithstanding anything above to the contrary, this Declaration may be amended at any time without the vote of Owners by a written instrument executed by the Declarant for the purpose of eliminating or correcting any typographical or other inadvertent error herein; eliminating or resolving any ambiguity herein; making nominal changes; clarifying Declarant's original intent; making any change necessary or desirable to meet the requirements of any institutional lender, the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other agency which may insure or purchase loans on a Lot. No such amendment, however, shall materially affect any Owner's interest in the Association or the Common Elements. Each Owner and his mortgagee, by acceptance of a deed to a Lot or a mortgage encumbering such Lot, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by Declarant as provided in the immediately preceding sentence. All such Owners and their mortgagee, 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.

ARTICLE XIV

Duration, Amendment and Termination

14.1_ Duration. This Declaration, and its provisions, shall be covenants running with the land and shall bind the property and shall (regardless of whether any such beneficiary owns an interest in any Lot) inure to the benefit of and be enforceable by Declarant, the Association, and each Owner, Occupant and their legal representatives, heirs, devisees, successors and assigns and shall continue in full force and effect for twenty (20) years from the date on which this Declaration is recorded. Thereafter this Declaration shall be automatically renewed for successive ten-year periods unless amended or terminated as provided in this Article.

14.2_ **Amendment.** During the period in which the Declarant owns any portion of the Property, any provision of this Declaration may be amended in whole or in part by a recorded instrument executed by Declarant and approved by the Owners of at least 67% percent of all Lots.

After the Declarant has sold and conveyed all portions of the Property, any provision of this Declaration may be amended in whole or in part by a recorded instrument approved by the Owners of at least sixty-seven (67%) of all Lots.

All Amendments shall be executed by the Declarant, if required, and shall be executed by the President and Secretary of the Association. Such Amendment shall certify that the proper notices were sent and that the requisite vote was obtained. Amendments need not be signed by the Owners. All Amendments must be recorded with the Butler County Recorder in order to be effective.

14.3_ **Termination.** This Declaration and the regime created thereby may be terminated only in accordance with this Section.

14.3.1 **Consent Required.** This Declaration may be terminated only upon consent of Eighty (80%) Percent of the Owners after the Turnover Date as identified in Section 1.19.

14.3.2 **Agreement to Terminate.** No termination shall be effective unless an agreement to terminate is filed for record with the Butler County Recorder. The requisite number of Owners shall execute this agreement in the same manner as a deed. The agreement shall provide for disposition of the Common Elements, disposition of Association funds and other resolutions and provisions necessary to terminate the regime and wind up the affairs of the Association.

ARTICLE XV

Miscellaneous

15.1_ **No Reverter.** No covenant, condition, restriction or reservation of easement contained in this Declaration is intended to create, or shall be construed as creating, a condition subsequent or a possibility of reverter.

15.2_ **Notices.** Any notice required or permitted to be given to an Owner or resident by the Board pursuant to the provisions of this Declaration shall be deemed given when mailed by United States mail, postage prepaid, addressed to such person's last address as it appears on the records of the Association.

15.3_ **Construction.** The Board shall have the right to construe the provisions of this Declaration, and, in the absence of adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding as to all persons and entities benefited or bound by the provisions of this Declaration.

15.4_ **Invalidity.** The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision hereof.

15.5_ **Headings.** The headings of the Articles and Sections are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.

15.6_ **Gender.** Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural and vice versa.

15.7_ **Conflict.** In the event of a conflict between the Restrictions or any one or more of them and the restrictions of any Declaration, which may be recorded subsequent to this Declaration, the more restrictive restriction, covenant, condition, easement or other obligation shall control.

David Welsh, President of Welsh Development Company, Inc., does hereby establish these conditions and restrictions for the property heretofore described, and has hereunto set his hand this ~~4th~~ day of August, 2003.

Welsh Development Company, Inc.
An Ohio Corporation

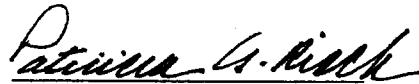


David Welsh, President

STATE OF OHIO

BUTLER COUNTY

The foregoing instrument was signed and acknowledged before me this ~~4th~~ day of August, 2003 by David Welsh, President of Welsh Development Company, Inc.



Notary Public, State of Ohio

This instrument was prepared by:
Welsh Development Company, Inc

EXHIBIT A

Situated in Section 3, Town 2, Range 3, Liberty Township, Butler County, Ohio and known as Lot 1 through 43, inclusive of Creekside Meadows, Section 1, recorded at Plat Envelop 3570, pages A - D of the Butler County Ohio Records.

EXHIBIT B

FINAL P.U.D. PLAN CREEKSIDE MEADOWS SECTION 3, TOWN 2, RANGE 3 LIBERTY TOWNSHIP BUTLER COUNTY, OHIO

O.R. 7177 PAGE 1707

KYLES STATION RD (PROP. 50' HALF R/W)

PROJECT SUMMARY

MIN. LOT WIDTH	60'
MIN. LOT DEPTH	12.000'
MIN. FRONT YARD SETBACK	10.000'
MIN. SIDE YARD SETBACK	5.000'
MIN. REAR YARD SETBACK	5.000'
NUMBER OF LOTS	106
NUMBER OF UNITS	106
OPEN SPACE (SQ. FT.)	67.7 AC.
OPEN SPACE (AC.)	31.1 AC.
DENSITY	1.87 UN./AC.

CHERRY HILL DEVELOPMENT, INC.
10000 WILSON ROAD
HANCOCK, OHIO 45030
(615) 363-8674

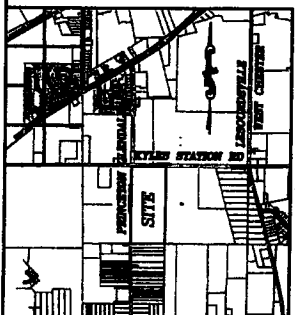
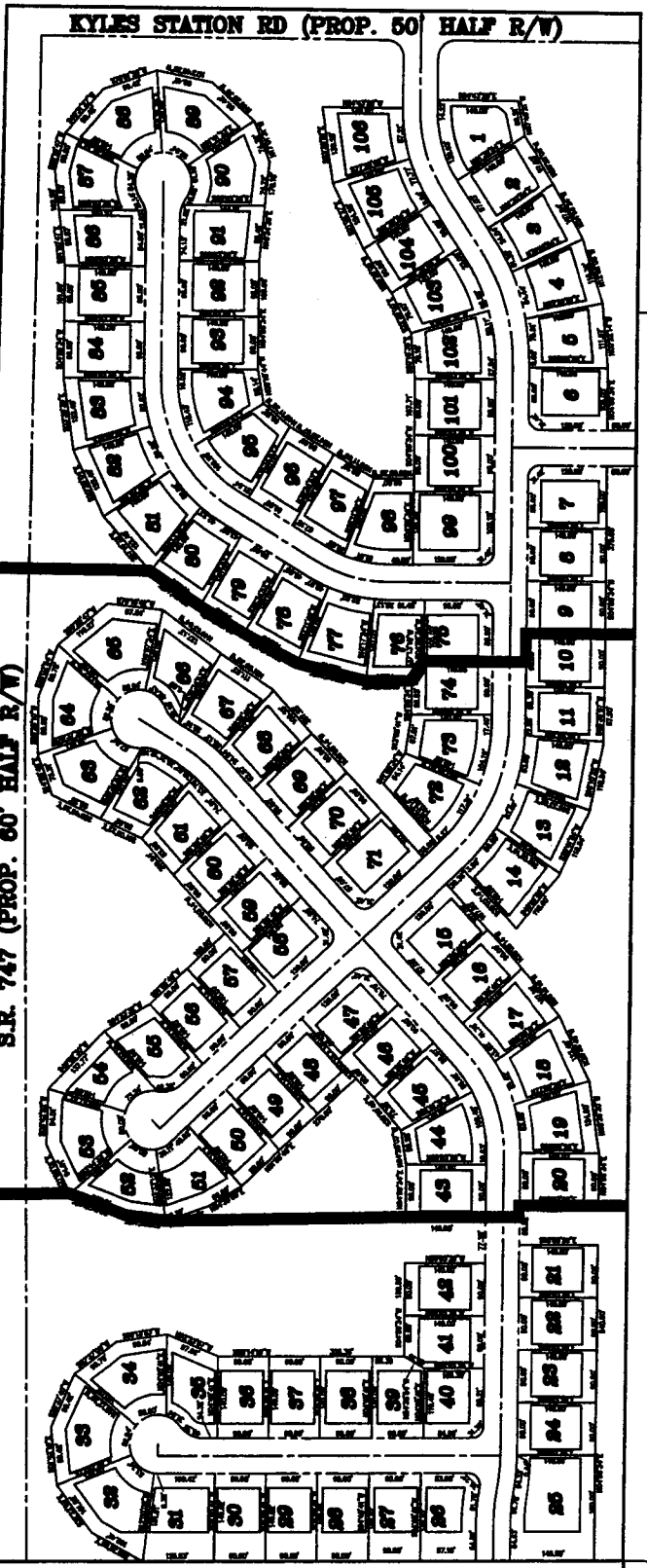
GENERAL NOTES:
1. ALL STREETS AND IMPROVEMENTS SHALL BE IN ACCORDANCE WITH BUTLER COUNTY STANDARDS.
2. ALL UTILITIES SHALL BE TIED INTO THE BUTLER COUNTY SYSTEM.
3. WATER TO BE CONNECTED TO BUTLER COUNTY WATER MAIN.
4. SEWERAGE TO BE INSTALLED ON BOTH SIDES OF ALL LOTS.
5. THE COMMON OPEN SPACE SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
6. THE COMMON OPEN SPACE SHALL BE MAINTAINED IN ACCORDANCE WITH BUTLER COUNTY STANDARDS.
7. CONSTRUCTION SHALL BE IN ACCORDANCE WITH BUTLER COUNTY STANDARDS.

SECTION ONE 41 LOTS

SECTION TWO 43 LOTS

S.R. 747 (PROP. 60' HALF R/W)

SECTION THREE 22 LOTS



VOCITY MAP
SCALE 1"=200'

CREEKSIDE MEADOWS

FINAL P.U.D.

PAGE 1 OF 1

EXHIBIT C

CREEKSIDE MEADOWS HOMEOWNERS ASSOCIATION
ARCHITECTURAL IMPROVEMENT APPLICATION

Pursuant to Article IX, Section 9.2 of the Declaration, "No improvement shall be placed, erected or installed on the Property, no construction (which term shall include in its definition staking, clearing, excavation, grading and other site work) and no plantings or removal of plants, trees or shrubs shall be permitted without, until and unless the Owner first obtains the written approval thereof by the Declarant and otherwise complies with the provisions of this Declaration. The terms and conditions of this provision apply to all improvements related to the initial construction of the Dwelling Unit upon the Lot and any alterations, improvements or additions made to the Dwelling Unit or otherwise upon the Lot during the period that the Declarant is the Owner of any Lots within the subdivision."

This form may be used to seek approval from Welsh Development Company, Inc. for all new construction and any improvements to the exterior of the property during the term that Welsh Development Company owns any Lots within the subdivision. Please submit this application to the address below:

Welsh Development Company, Inc.
9336 Dick Road
Harrison, Ohio 45030

OWNER: _____ HOME PHONE _____

ADDRESS: _____ WORK PHONE _____

Description of Improvement or change: _____

Attach plans, drawings, and/or materials list in order to clearly describe the improvement.

The undersigned hereby submits this Application to Welsh Development Company, Inc. and agrees to complete the improvements precisely as described.

Date: _____ Signature: _____

ACTION BY WELSH DEVELOPMENT COMPANY, INC.

This Application was reviewed by Welsh Development Company, Inc. on the _____ day of _____, _____. This Application is:

Approved _____ Not Approved _____

Welsh Development Company, Inc.



**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS
FOR CREEKSIDE MEADOWS HOMEOWNERS ASSOCIATION**

**THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR
CREEKSIDE MEADOWS HOMEOWNERS ASSOCIATION (“AMENDMENT”)** is made
this 19th day of July, 2004, by WELSH DEVELOPMENT COMPANY, an
Ohio Corporation (“Welsh”) as follows:

WHEREAS, WELSH filed the Declaration of Covenants, Conditions and Restrictions
and Reservation of Easements for Creekside Meadows Homeowners Association
(“DECLARATION”) on the 8th day of August, 2003, which Declaration is recorded in Official
Record Book 7177, page 1687 through 1708 of Butler County, Ohio Records to aid in the
development of the property described therein (“CREEKSIDE MEADOWS”);

WHEREAS the DECLARATION provides, in Article XII, that WELSH can subject
Additional Land to the terms and conditions of the DECLARATION; and

NOW THEREFORE, WELSH makes the following declaration:

200400056599
Filed for Record in
BUTLER COUNTY, OHIO
DANNY N CRANK
07-19-2004 At 01:22:32 pm.
DECLARATION 36.00
OR Book 7405 Page 1752 - 1754

1. **Subjection of Property** WELSH declares that all of the property described
on Exhibit “A” shall be held, sold, and conveyed subject to the covenants,
conditions, restrictions, easements, charges, and liens set forth in the
DECLARATION, which provisions are for the purpose of protecting the value
and desirability of, and which provisions shall run with the property and be
binding on all parties having any right, title, or interest in the property or any part
thereof, their heirs, successors, and assigns, and shall inure to the benefit of each
owner thereof.

The property is subject to the terms, conditions, restrictions, covenants, and
easements as are set forth in the DECLARATION, as amended.

TRANSFER NOT NECESSARY
KAY ROGESS
BY 7-19-2004 DEPT.
AUDITOR, BUTLER CO., OHIO

200400056599 error
Filed for Record in
BUTLER COUNTY, OHIO
DANNY N CRANK
07-19-2004 At 01:22:32 pm.
RESTRICTION 36.00
OR Book 7405 Page 1752 - 1754
1

2. **Reaffirmation** Except as expressly amended by this Amendment, the **DECLARATION** remains in full force and effect.

David Welsh, President of Welsh Development Company, and Ohio Corporation, has executed this amendment on behalf of the Corporation.

BY: *David Welsh*
David Welsh, President



BK: 7405 PG: 1753

STATE OF OHIO)
) **SS:**
COUNTY OF *Hamilton*)

Sworn to and subscribed in my presence this *19th* day of *July*, 2004, by David Welsh, President of Welsh Development Company, an Ohio Corporation.

Patricia A. Bisch

Notary Public

PATRICIA A. BISCH
Notary Public, State of Ohio
My Commission Expires April 19, 2005

This Instrument was prepared by:
Jeff Hayes
Welsh Development Company, Inc.
9336 Dick Rd
Harrison, Ohio 45030
(513) 353-9014

EXHIBIT "A"

Situated in Section 3, Town 2, Range 2, Liberty Township, Butler County, Ohio and being known as lots 44 through 88, inclusive, of CREEKSIDE MEADOWS, SECTION TWO, Recorded in Plat Envelope 3703 Pages A - E of Butler County, Ohio Records.



BK: 7405 PG: 1754

**BY-LAWS FOR
CREEKSIDE MEADOWS HOMEOWNERS' ASSOCIATION, INC.**

This will certify that a copy of the By-Laws for Creekside Meadows Homeowners' Association, Inc. have been filed in the office of the County Auditor, Butler County, Ohio, this ____ day of _____, 2011.

TRANSFER NOT NECESSARY
ROGER REYNOLDS, CPA
BY 2/25/11 RS DEPT.
AUDITOR, BUTLER CO., OHIO

BUTLER COUNTY AUDITOR

By Roger Reynolds by Rachel Sankli

Prepared by:

M. Mehrin Doolin, Esq.
Cuni, Ferguson, & LeVay Co., LPA
10655 Springfield Pike
Cincinnati, Ohio 45215
(513) 771-6768



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Fee Amt: \$124.00 Page 1 of 14
Workflow# 0000088374-0001
Butler County, Ohio
Dan Crank COUNTY RECORDER
File# 2011-00008882

BK **8314** PG **1221**



BY-LAWS FOR CREEKSIDE MEADOWS HOMEOWNERS' ASSOCIATION, INC.

WHEREAS, the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Creekside Meadows Homeowners' Association, Inc. ("Declaration") was recorded on August 5, 2003 in Book 7177, Page 1687 of the Butler County Recorder's Office; and

WHEREAS, the First Amendment to the Declaration was recorded on July 19, 2004 in Book 7405, Page 1752 of the Butler County Recorder's Office; and

WHEREAS, the Second Amendment to the Declaration was recorded on February 22, 2006 in Book 7702, Page 1458 of the Butler County Recorder's Office; and

WHEREAS, the Articles of Incorporation for Creekside Meadows Homeowners' Association, Inc. ("Association") were filed with the Ohio Secretary of State on May 5, 2005; and

WHEREAS, the original Code of Regulations for Creekside Meadows Homeowners' Association, Inc. ("Code of Regulations") were adopted by the Association; and

WHEREAS, Ohio Revised Code Section 5312.02(A) provides that a planned community shall not be established unless a declaration and by-laws for that planned community is filed in the office of the Recorder of the County in which the planned community is located; and

WHEREAS, Ohio Revised Code Section 5312.02(D)(1) provides that the Board of Directors of an association of any planned community that is in existence on the original effective date of Chapter 5312 shall file and record the by-laws or code of regulations of that planned community that are in effect on that effective date in the office of the Recorder in the County in which the planned community is located within one hundred eighty (180) days after the effective date of Chapter 5312; and

WHEREAS, no Board of Directors of an association of a planned community that is in existence on the original effective date of Chapter 5312 shall pursue any civil action against any person based upon the by-laws or code of regulations of that planned community until the by-laws are filed and recorded under Chapter 5312; and

WHEREAS, the Code of Regulations has never been recorded with the Butler County Recorder's Office and the copy of the Code of Regulations attached hereto as



Exhibit "A" is the true and accurate copy of the Code of Regulations in effect for the Association on the effective date of Chapter 5312; and

WHEREAS, the Declaration, its amendments and the Code of Regulations are binding on all owners of the properties described in Exhibit "B," attached hereto; and

WHEREAS, the Board of Directors desire to record the attached Code of Regulations with the Butler County Recorder's Office in accordance with Ohio Revised Code Section 5312.02(D)(1);

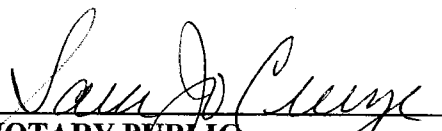
NOW THEREFORE, the Board of Directors hereby records the Code of Regulations attached as Exhibit "A".

CREEKSIDE MEADOWS
HOMEOWNERS' ASSOCIATION, INC.
An Ohio non-profit corporation


_____, President

STATE OF OHIO)
)SS:
COUNTY OF ~~BUTLER~~ Warren)

The By-Laws for Creekside Meadows Homeowners' Association, Inc. were sworn to and subscribed before me by Jeffrey C. Apke, President of Creekside Meadows Homeowners' Association, Inc., an Ohio non-profit corporation, by and on behalf of the Association, on the 7th day of February, 2011.


NOTARY PUBLIC SARA JO CRUZE
Notary Public, State of Ohio
My Commission Expires Aug. 17 2015

This Instrument Prepared by:
M. Mehrin Doolin, Esq.
CUNI, FERGUSON & LEVAY CO., L.P.A.
10655 Springfield Pike
Cincinnati, Ohio 45215
(513) 771-6768



EXHIBIT A
**CODE OF REGULATIONS
FOR
CREEKSIDE MEADOWS HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE I
GENERAL**

SECTION 1. Name and Nature of the Association. The name of the Association shall be Creekside Meadows Homeowners' Association, Inc. and shall be an Ohio nonprofit corporation.

SECTION 2. Membership. Each owner upon acquisition of title to a Lot shall automatically become a member of the Association. Such Membership shall terminate upon the sale or other disposition by such Member of his or her Lot ownership, at which time the new Owner of such Lot shall automatically become a Member of the Association.

SECTION 3. Definitions. The terms used in this Code of Regulations shall have the same meaning as set forth in the Declaration, unless the context shall prohibit.

**ARTICLE II
MEETINGS OF MEMBERS**

SECTION 1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either in Butler County, Ohio or as convenient thereto as possible and practical.

SECTION 2. Annual Meetings. The first meeting of the Members, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. The next annual meeting shall be set by the Board so as to occur no later than thirty (30) days before the close of the Association's fiscal year. Subsequent annual meetings of the Members shall be held within thirty (30) days of the same day of the same month of each year thereafter at an hour set by the Board. The annual meeting of the Members shall be held at a date and time as set by the Board.

SECTION 3. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call special meetings of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or a written petition signed by at least twenty-five percent (25%) of the total votes of the Association. The notice of special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at special meetings except as stated in the notice.

SECTION 4. Notice of Meetings. It shall be the duty of the Secretary to mail or cause to be delivered to the Owner of record of each Lot a notice of each annual or special meeting of the Association stating the purpose of the special meeting, as well as the time and place where it is to be held. If an Owner wishes notice to be given at an address other than his or her Lot, he or she shall designate such address by written notice to the Secretary. The mailing or delivering of a notice of a meeting in the manner provided in this Section shall be considered service of notice. Notices shall be served not less than ten (10) nor more than sixty (60) days before a meeting.

SECTION 5. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after the holding of such meeting. Attendance of any Member at any meeting without protest, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him or her of the meeting.

SECTION 6. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at the meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place of the adjourned meeting are not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for regular meetings.

Those present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken shall be approved by at least a majority of Members required to constitute a quorum.

SECTION 7. Voting Rights. Each Lot shall have one vote. If only one of several Owners for a Lot is present at a meeting of the Association, that Owner is entitled to cast the vote allocated to that Lot. If more than one of the Owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any one of the Owners casts a vote allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. The Association may adopt rules regarding deadlocks. No votes allocated to a Lot owned by the Association may be cast.

Unless expressly reserved and the Association is notified of such reservation, a land contract vendee as defined in Chapter 5313 of the Revised Code, shall be deemed the proxy of a land contract vendor for purposes of this section.



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SECTION 8. Proxies. A vote allocated to a Lot may be cast pursuant to a proxy duly executed by an Owner. If a Lot is owned by more than one person, each Owner of the Lot may vote or register protest to the casting of votes by the Owners of a Lot through a duly executed proxy. An Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Except as hereinafter provided, a proxy shall terminate one year after its date, unless it specifies a shorter time. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering the Lot, its presentation to the Board of a copy of the mortgage shall be notice of the proxy designation, and if the mortgage so states, of the irrevocability of that designation. Written notice to the Board or notice in a meeting of a revocation of a proxy designation shall not affect any vote or act previously taken. Each proxy shall automatically cease upon conveyance of the Lot.

SECTION 9. Majority of Owners. As used in this Code of Regulations, the term majority shall mean those votes, Owners, Members or other group, as the context may indicate, totaling more than fifty (50%) percent of the total number.

SECTION 10. Quorum. Except as otherwise provided in these Code of Regulations or in the Declaration, the presence in person or by proxy of one-third (1/3) of the Members shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

SECTION 11. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in the minute book all resolutions adopted, as well as a record of all transactions occurring at the meeting.

SECTION 12. Action Without A Meeting. Any action which may be authorized or taken at a meeting of the members, except the election of Board members, may be authorized or taken without a meeting with the affirmative vote or approval, and in writing or writings signed by not less than a majority of, the Members. Any such writing shall be entered into the minute book of the Association.

ARTICLE III BOARD OF DIRECTORS

SECTION 1. Governing Body. Except as otherwise provided by law, the Articles of Incorporation, the Declaration or this Code of Regulations, all of the authority of the Association shall be exercised by or under the direction of the Board of Directors.

SECTION 2. Number and Qualification of Directors. The Board of Directors of the Association shall consist of three (3) persons and shall be those named in the Articles of Incorporation or other such person or persons as may be substituted by the Declarant pursuant to Article XV, Section 15.3. At such time as the Owners are entitled to elect one member of the Board, the Board of Directors shall be expanded to consist of five (5) persons. Except those appointed by the Declarant, all Directors must be Owners. The spouse of an Owner is qualified to



act as a Director if both the Owner and the spouse occupy the Lot. No person and his or her spouse may serve on the Board at the same time.

SECTION 3. Nomination of Directors. Except for Directors selected by the Declarant, nominations for election of the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board at each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine but in no event less than the number of vacancies or terms to be filled. Nominations shall be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

SECTION 4. Election of Directors. The Directors shall be elected at each annual meeting of the Members of the Association or at a special meeting called for the purpose of electing Directors. At a meeting of Members of the Association at which Directors are to be elected, only persons nominated as candidates shall be eligible for election as Directors and the candidates receiving the greatest number of votes shall be elected. The Board may adopt rules regarding nominations and procedure for elections. Election to the Board shall be by secret written ballot and at such election, 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.

SECTION 5. Term of Office; Resignations. Except for those Directors appointed by the Declarant, each Director shall hold office for a term of two (2) years and until his or her successor is elected, or until his or her earlier resignation, removal from office, or death. It is intended by these Code of Regulations that the terms of the Directors shall be staggered with three (3) Directors being elected in odd numbered years and two (2) Directors being elected in even numbered years. The initial terms of the Directors elected by the Owners shall be adjusted to carry out this intent.

Any Director may resign at any time by oral statement to that effect made at a meeting of the Board of Directors or in writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the Director may specify. In the event of death or resignation of a Director, his or her successor shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of the predecessor.

SECTION 6. Compensation. Members of the Board of Directors shall serve without compensation, except that they may be reimbursed for actual expenses incurred on behalf of the Association.

SECTION 7. Removal of Directors. Except for those appointed by the Declarant, at any regular or special meeting of the Association duly called, any one or more of the members of the Board of Directors may be removed, with or without cause, by a majority vote of the Owners, and a successor may then and there be elected to fill the vacancy thus created. A Director



whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting and the purposes thereof and shall be given an opportunity to be heard at the meeting. Additionally, any Director who has three (3) unexcused absences from Board meetings or who is delinquent in the payment of an Assessment for more than twenty (20) days may be removed by a majority vote of the Directors at meeting, a quorum being present.

SECTION 8. Organizational Meetings. The first meeting of the members of the Board of Directors following each annual meeting of the Members shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

SECTION 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter.

SECTION 10. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President or Secretary of the Association, or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered.

SECTION 11. Notice of Meetings; Waiver. Notice of the time and place of each meeting of the Directors, whether regular or special, shall be given to each Director by one of the following methods: (a) personal delivery of notice; (b) written notice by first class mail, postage prepaid; (c) telephone communication, either directly to the Director or to a person at the Director's home or place of business who would reasonably be expected to communicate such notice promptly to the Director; or (d) telegram or cablegram, charges prepaid. All such notices shall be given or sent to the Director's address or telephone number as shown on the records of the Association. Notice sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, telegraph or cablegram company shall be given at least seventy-two (72) hours before the time set for the meeting.

Waiver of notice of meetings of the Directors shall be deemed the equivalent of proper notice. Any Director may, in writing, waive notice of any meeting of the Board, either before or after the holding of such meeting. Such writing shall be entered into the minutes of the meeting. Attendance of any Director at any meeting without protest, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him or her of notice of the meeting.

SECTION 12. Quorum of the Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of the Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. Notice of adjournment of a meeting need not be given if the time and place to which it is adjourned are fixed and announced at such meeting. At such adjourned meeting at which a quorum is present, any



business which might have been transacted at the meeting originally called may be transacted.

SECTION 13. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep the minutes of the meeting and record in the minute book all resolutions adopted, as well as a record of all transaction occurring at the meeting.

SECTION 14. Open Meetings. All meetings of the Board of Directors shall be open to all Members of the Association, but Members other than the Directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board.

SECTION 15. Executive Session. The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, or orders of business of similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

SECTION 16. Action Without A Meeting. Any action which may be authorized or taken at a meeting of the Board of Directors may be authorized or taken without a meeting with the affirmative vote or approval and in writing or writings signed by all the Directors. Any such writing shall be entered into the minute book of the Association. An explanation of the action taken shall be posted at a prominent place or places within the Properties within three (3) days after written consents of all the Board members have been obtained.

ARTICLE IV OFFICERS

SECTION 1. Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer. The Board of Directors may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among members of the Board of Directors.

SECTION 2. Election; Term of Office; Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board following each annual meeting of the Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board for the unexpired portion of the term.

SECTION 3. Removal. Any officer may be removed by the Board of Directors



whenever in its judgment the best interests of the Association would be served thereby.

SECTION 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board. The President shall be the chief executive officer of the Association. The Treasurer shall have the primary responsibility for the preparation of the budget and may delegate all or part of the preparation and notification duties to a finance or management agent or both.

SECTION 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**ARTICLE V
COMMITTEES**

SECTION 1. General. Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed as required by law and operate in accordance with the terms of the resolution of the Board designating such committee or with rules adopted by the Board and to the full extent permitted by law.

SECTION 2. Executive Committee. The Board of Directors may, by resolution adopted or signed by all of the Directors, appoint an Executive Committee to consist of three (3) Directors. The Board may delegate any or all of its duties to such committee. Any resolution or writing appointing such committee must acknowledge the responsibility of all of the Directors for the operation and administration of the Association.

SECTION 3. Architectural Control Committee. The Board of Directors may appoint an Architectural Control Committee which shall be responsible for plan approval in accordance with Article IX of the Declaration. In addition, the committee shall develop and promulgate architectural standards and guidelines with respect to those matters that are within the Association's authority to regulate.

**ARTICLE VI
DETERMINATION AND PAYMENT OF ASSESSMENTS**

SECTION 1. Adoption of Budget. It shall be the duty of the Board to prepare and adopt a budget covering the estimated Common Expenses of the Association for the coming fiscal year. The budget shall also include a capital contribution or reserve in accordance with



a capital budget separately prepared. After adoption of the budget, the Board shall cause the summary of the budget and the Assessments to be levied against each Lot for the following year to be delivered to each Owner. Such summary shall be delivered at least thirty (30) days prior to the start of the fiscal year. The budget and Assessments shall take effect on the first day of the fiscal year.

SECTION 2. Capital Budget and Contribution. The Board shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect to both amount and timing by annual assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and assessment, as provided in Section 1 of this Article. A copy of the capital budget shall be distributed to each Owner in the same manner as the operating budget.

SECTION 3. Failure to Adopt Budget. The failure or delay of the Board to adopt a budget as provided herein shall not constitute a waiver or release of the obligation of an Owner to pay the Assessments. In such event, the Assessments based upon the budget last adopted shall continue until such time as the Board adopts a new budget.

SECTION 4. Computation of Assessments. The Assessments for Common Expenses for each Lot shall be determined in accordance with the operating budget and the capital contribution budget as they apply to the various Lots. Unless otherwise determined by the Board, all Assessments shall be charged on an annual basis.

SECTION 5. Payment, Delinquency and Acceleration. Unless otherwise determined by the Board, all Assessments shall be payable annually. Any installment of an Assessment shall become delinquent if not paid on the due date as established by the Board. With respect to each installment of an Assessment not paid within five (5) days after its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, together with interest at the rate provided in Section 1343.03 of the Ohio Revised Code calculated from the date of delinquency to and including the date full payment is received by the Association. If any installment of an Assessment is not paid within thirty (30) days after its due date, the Board may, at its election, declare all of the unpaid balance of the Assessment for the then current fiscal year, attributable to that Lot, to be immediately due and payable without further demand and may enforce collection of the full Assessment and all charges thereon in any manner authorized by law, the Declaration and these Code of Regulations.

SECTION 6. Remedies for Default. If an Owner is in default of payment of an Assessment, the Board may authorize collection through any lawful means, including foreclosure of the lien. Interest and all costs of such collection, including but not limited to court costs, lien fees, and reasonable attorney fees shall be included in the amount due from the Owner and may be collected. The Board may authorize the Association to bid its interest at any foreclosure sale and to acquire, hold, lease, mortgage and convey any Lot.



**ARTICLE VII
MISCELLANEOUS**

SECTION 1. Fiscal Year. The Association may adopt any fiscal year as determined by the Board.

SECTION 2. Parliamentary Rules. Except as may be modified by Board resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Ohio law, the Articles of Incorporation, the Declaration, or this Code of Regulations.

SECTION 3. Conflicts. If there are conflicts or inconsistencies between the provisions of Ohio law, the Articles of Incorporation, the Declaration, and these Code of Regulations, the provisions of Ohio law, the Declaration, the Articles of Incorporation, and this Code of Regulations (in that order) shall prevail.

SECTION 4. Books and Records.

a. Inspection by Members. The membership book, account books and minutes of the Association, the Board and any committee shall be made available for inspection and copying by any Member or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within Butler County, Ohio, as the Board shall prescribe.

b. Rules for Inspection. The Board shall establish reasonable rules with respect to:

i. notice to be given to the custodian of the records by the Members desiring to make the inspection;

ii. hours and days of the week when such inspection may be made; and

iii. payment of the cost of reproducing copies requested by a Member.

c. Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents at the expense of the Association.

SECTION 5. Notices. Unless otherwise provided in this Code of Regulations, all notices, demands, bills, statements, or other communications under this Code of Regulations shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by first class mail, postage prepaid:

if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the residence of such Owner; or

if to the Association, the Board of Directors, or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by the Board with written notice to the Owners.

SECTION 6. Amendment. Except as otherwise provided by law or the Declaration, this Code of Regulations may be amended by a majority of the Owners. During such time as the Declarant has the right to appoint Directors of the Association pursuant to Article XV, Section 15.3 of the Declaration, the Declarant shall have the right to veto any amendment to this Code of Regulations which unreasonably impacts Declarant's ability to sell Lots.

SECTION 7. Financial Review. A review of the accounts of the Association shall be made annually in the manner as the Board of Directors may decide, provided, however, after having received the Board's report at the annual meeting, the Owners, by majority vote, may require the accounts of the Association to be audited as a Common Expense by a public accountant.

12-8-03
Date

David Welsh
David Welsh

12-8-03
Date

Jeff Hayes
Jeff Hayes

12-8-03
Date

Jeff Van Fossen
Jeff Van Fossen



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EXHIBIT B

Situate in Section 3, Town 2, Range 2, Liberty Township, Butler County, Ohio and being all of Lots 1 through 43, inclusive, of Creekside Meadows, Section 1, as formed by the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Creekside Meadows Homeowners' Association, Inc. ("Declaration") was recorded on August 5, 2003 in Book 7177, Page 1687 of the Butler County Recorder's Office, the plat of which is recorded in Plat Envelope 3570, Page A through D, Butler County Records, Plat Records.

Situate in Section 3, Town 2, Range 2, Liberty Township, Butler County, Ohio and being all of Lots 44 through 88, inclusive, of Creekside Meadows, Section 2, as formed by the First Amendment to the Declaration was recorded on July 19, 2004 in Book 7405, Page 1752 of the Butler County Recorder's Office, the plat of which is recorded in Plat Envelope 3703, Page A through E, Butler County Records, Plat Records.

Situate in Section 3, Town 2, Range 2, Liberty Township, Butler County, Ohio and being all of Lots 89 through 119, inclusive, of Creekside Meadows, Section 3, as formed by the Second Amendment to the Declaration was recorded on February 22, 2006 in Book 7702, Page 1458 of the Butler County Recorder's Office, the plat of which is recorded in Plat Envelope 3936, Page A through D, Butler County Records, Plat Records.



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
10/01/2014	201427401359	NONPROFIT - CERTIFICATE OF CONTINUED EXISTENCE (CCE)	25.00				0

Receipt

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

CUNI, FERGUSON & LEVAY CO., L.P.A.
10655 SPRINGFIELD PIKE
CINCINNATI, OH, 45215 1120

STATE OF OHIO
CERTIFICATE

Ohio Secretary of State, Jon Husted

1540723

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

CREEKSIDE MEADOWS HOMEOWNER'S ASSOCIATION, INC.

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

Document(s)

NONPROFIT - CERTIFICATE OF CONTINUED EXISTENCE

Effective Date: 10/01/2014

Document No(s):

201427401359



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

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 1st day of October, A.D. 2014.

Jon Husted

Ohio Secretary of State