

REGISTERED AND UNREGISTERED LAND

THE RESERVE OF TURPIN SUBDIVISION
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS AND RESERVATION OF EASEMENTS

This instrument prepared by:

Stephen R. Hunt, Esq.
Aronoff, Rosen & Stockdale
1600 Star Bank Center
425 Walnut Street
Cincinnati, Ohio 45202

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TABLE OF CONTENTS

ARTICLE I	2
DEFINITIONS	2
Section 1. Definitions	2
ARTICLE II	3
PROPERTY DEVELOPMENT - ANNEXATION	3
Section 1. Property Subject to Declaration	3
Section 2. Planned Unit Development	3
Section 3. Annexation of Additional Property	4
ARTICLE III	4
PROPERTY RIGHTS	4
Section 1. Owner's Right of Enjoyment	4
Section 2. Parking Rights	6
Section 3. Delegation of Use	6
Section 4. Title to Common Areas	6
Section 5. Rights Not Subject to Suspension	6
ARTICLE IV	7
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS	7
Section 1. Members	7
Section 2. Voting Members	7
ARTICLE V	7
ASSESSMENTS	7
Section 1. Covenant for Assessments	7
Section 2. Annual Assessments, Purposes	8
Section 3. Annual General Assessments, Initial Amount	10
Section 4. Annual General Assessment, Maximum Increase	10
Section 5. Annual Maintenance Assessment-Townehomes	10
Section 6. Individual Assessments	11
Section 7. Special Assessments	11
Section 8. Commencement of Assessments	12
Section 9. Assessment of Developer	12
Section 10. Assessment Certificates	12
Section 11. Non-Payment of Assessment	13
Section 12. Subordination of Lien to Mortgage	13
Section 13. Assessment at Closing	13
ARTICLE VI	14
INSURANCE	14
Section 1. Liability Insurance	14
Section 2. Other Insurance	14
Section 3. Owners Insurance	14
Section 4. Insufficient Insurance	14
Section 5. Fidelity Bonds	14
ARTICLE VII	15
COMMITTEES	15
Section 1. Committee	15
Section 2. Architecture Committee	15

ARTICLE VIII	15
USE RESTRICTIONS	15
Section 1. Prohibited Uses and Nuisances -- All Living Units and Lots	15
Section 2. Prohibited Uses and Nuisances - Detached Single Family Living Units and Lots	16
Section 3. Prohibited Uses and Nuisances -- Attached Single Family Living Units and Lots	18
Section 4. Residential Use	20
Section 5. Right of Association to Remove or Correct Violations of this Article	20
Section 6. Developer's Reservation of Entry Rights	20
Section 7. Declarant's & Association's Right to Grant Easements	20
Section 8: Handicap Accessibility	21
Section 9. Arbitration	21

ARTICLE IX	21
PARTY WALLS AND EASEMENTS	21
Section 1. Party Walls	21
Section 2. Repair and Maintenance	21
Section 3. Destruction by Fire or Other Casualty	22
Section 4. Weatherproofing	22
Section 5. Right of Entry	22
Section 6. Easements	22
Section 7. Right to Contribution Runs with Land	22
Section 8. Control of Utility Lines	22
Section 9. Rights Not Subject to Suspension	23

ARTICLE X	23
FEDERAL HOME LOAN MORTGAGE CORPORATION PROVISIONS	23
Section 1	23
Section 2	23

ARTICLE XI	24
MISCELLANEOUS	24
Section 1. Duration	24
Section 2. Amendment	24
Section 3. Personal Liability	25
Section 4. Notices	25
Section 5. Enforcement	25
Section 6. Severability	26
Section 7. Conflicts	26
Section 8. Condemnation	26
Section 9. Professional Management Contracts	26
Section 10. Non-Liability of Declarant or Developer	26
Section 11. Gender and Grammar	26

EXHIBITS

- EXHIBIT "A" - LEGAL DESCRIPTION - INITIAL DEVELOPMENT
- EXHIBIT "B" - LEGAL DESCRIPTION - POSSIBLE FUTURE DEVELOPMENT
- EXHIBIT "C" - ARTICLES OF INCORPORATION
- EXHIBIT "D" - BY-LAWS

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS AND RESERVATION OF EASEMENTS
FOR THE RESERVE OF TURPIN SUBDIVISION**

THIS DECLARATION, made this 25th day of May, 1993, by Troon Partners, an Ohio general partnership, hereinafter sometimes referred to as the "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner of the real property described in Exhibit "A" hereof and desires to create a residential community consisting of single family detached homes and single family attached townhomes with permanent common areas, community facilities and limited common areas for the benefit of said community; and

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

WHEREAS, there exists differences between attached single family townhomes and detached single family homes requiring differing restrictions and limitations, particularly in matters of maintenance, in order to preserve the values and amenities of the entire community; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an Association to which should be delegated and assigned the powers and duties of maintaining and administering the common areas, community facilities and limited common areas and administering and enforcing the within covenants and restrictions and disbursing the charges and assessments hereinafter created; and

WHEREAS, the Declarant has formed "The Reserve of Turpin Homeowners' Association", as a non-profit Ohio corporation for the purpose of carrying out the powers and duties aforesaid;

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

ARTICLE I

DEFINITIONS

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

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

(b) "Association" shall mean and refer to The Reserve of Turpin Homeowners' Association, and its successors and assigns.

(c) "Attached Single Family Living Unit" shall mean a Living Unit as defined physically connected with one (1) or more other Living Units under one roof. Such unit shall also be known as a townhome unit.

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

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

(f) "Common Areas" shall mean and refer to all real property, together with improvements located thereon, owned by or leased to the Association for the benefit, use and enjoyment of its Members, including arterial streets, but excluding "Limited Common Areas" as hereafter described. The "Common Areas" shall include, but shall not be limited to, a swimming pool, community clubhouse, tennis court, sand volleyball court, certain greenbelt areas and certain landscape, entry monuments and fencing easements.

(g) "Declarant" shall mean and refer to Troon Partners, an Ohio general partnership, and its successors and assigns.

(h) "Detached Single Family Living Unit" shall mean a Living Unit as hereafter defined physically separated from any other Living Unit.

(i) "Developer" shall mean and refer to Fischer Development Company, a Kentucky corporation, and Henry Fischer Builder, Inc., a Kentucky corporation, and their successors and assigns if such successors or assigns should acquire one (1) or more developed Lots from the Declarant or a Developer for the purpose of resale to an Owner or for the purpose of constructing improvements thereon for resale to an Owner. Any assignee described herein shall be a "Developer" for purposes of this Declaration only as to the Lot or Lots which such assignee has acquired for the purpose of resale or for the purpose of constructing improvements thereon for resale to an Owner.

(j) "Development Period" shall mean the period commencing on the date on which this Declaration is recorded and terminating on the earlier of (a) the day twelve (12) years after such date, or (b) the day next following the day on which the Developer owns no part of the Property.

(k) "Limited Common Areas" shall mean and refer to that real property, together with improvements located thereon, owned by or leased to the Association for the benefit, use and enjoyment of those members owning Lots on which an Attached Single Family Living Unit is constructed which limited common areas have been specifically designated by the Declarant on the recorded plat as "Limited Common Areas".

(l) "Living Unit" shall mean and refer to any portion of a building situated upon an individual Lot designated and intended for use and occupancy as a residence by a single family.

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

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

(o) "Multi-Family Structure" shall mean and refer to any building containing two (2) or more Attached Single Family Living Units, even though such Living Units may be located on more than one (1) Lot.

(p) "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(q) "Property" and "Properties" shall mean and refer to that certain real property hereinafter described, and such additions thereto as may hereafter be annexed pursuant to Article II.

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

ARTICLE II

PROPERTY DEVELOPMENT - ANNEXATION

Section 1. Property Subject to Declaration. The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in the City of Cincinnati, and in the Township of Anderson, County of Hamilton, State of Ohio, and is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

Section 2. Planned Unit Development. Declarant reserves the right to subject all or any part of the real estate described in Exhibit "B" to the provisions of this Declaration, so as to create a residential planned unit

development (PUD) consisting of Detached Single Family Living Units and Attached Single Family Living Units with permanent Common Areas, and Limited Common Areas for the benefit of said development. Such additional property shall be annexed to the real estate described in Exhibit "A" as provided in Section 3 hereof. Notwithstanding the above, nothing contained in this Declaration or in the By-Laws shall obligate the Declarant to annex any additional property to the property described in Exhibit "A" and the real estate described in Exhibit "B" shall remain wholly free from any covenant or restriction herein contained until so annexed as hereinafter provided.

Section 3. Annexation of Additional Property. For a period of twelve (12) years from and after the date this Declaration is filed for record, additional property, not limited to the property described in Exhibit "B", may be annexed to the above-described Property by the Declarant without the assent of the Members of the Association, if any. Thereafter, such additional property may be annexed only with the consent of fifty-one (51%) percent of each class of Members of the Association. Any additional property so annexed, however, must be adjacent to or in the immediate vicinity of the above-described Property. The scheme of the within covenants and restrictions shall not, however, be extended to include any such additional property unless and until the same is annexed to the real property described on Exhibit "A" as hereinafter provided.

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

ARTICLE III

PROPERTY RIGHTS

Section 1. Owner's Right of Enjoyment. Every Owner and, in the case of rented Living Units, such Owner's tenants, shall have a right to an easement for the enjoyment of, in, and to the Common Areas, and jogging trails situated on the Limited Common Areas, and such right and easement shall be appurtenant to and shall pass with title to every Lot, subject to the following:

(a) The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Areas, and Limited Common Areas and in aid thereof to mortgage said Property. The Association shall not, in respect to Common Areas, mortgage such properties except by resolution approved by sixty-six and two-thirds (66-2/3%) percent of the total number of votes held by Class A Members and sixty-six and two-thirds (66-2/3%) percent of the total number of votes held by the Class B Members, and the Association shall not, in respect to Limited Common Areas, mortgage the Limited Common Areas except by resolution approved by sixty-six and two-thirds (66-2/3%) percent of the total number of votes held by Class A Members for whose benefit such

Limited Common Areas have been designated and sixty-six and two-thirds (66-2/3%) of the total number of votes held by the Class B Members for whose benefit the Limited Common Areas have been designated.

(b) The right of the Association to levy reasonable admission and other fees for the use of any community facility situated upon the Common Areas by the Members of the Association and their guests; and

(c) The right of the Association to take such steps as are reasonably necessary to protect the above-described Property against mortgage default and/or foreclosure; and

(d) The right of the Association to limit the number of guests of Members; and

(e) The right of the Association to suspend the voting rights and the rights to use of the Common Areas for any period during which any assessment remains unpaid, and for any period, not to exceed sixty (60) days, for any infraction of its published rules and regulations; provided that the rights set forth in subparagraph (g) below shall not be suspended; and

(f) The right of the Association to dedicate or transfer all or any part of the Common Areas or Limited Common Areas to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration, provided, however, that in respect to Common Areas no such dedication or transfer shall be effective unless an instrument, signed by sixty-six and two-thirds (66-2/3%) percent of the total number of votes held by Class A Members and sixty-six and two-thirds (66-2/3%) percent of the total number of votes held by the Class B Members agreeing to such dedication or transfer has been recorded upon the public records of Hamilton County, Ohio. In respect to Limited Common Areas no such dedication or transfer shall be effective unless an instrument, signed by sixty-six and two-thirds (66-2/3%) percent of the total number of votes held by the Class A Members for whose benefit such Limited Common Areas have been designated and sixty-two and two-thirds (66-2/3%) percent of the total number of votes held by the Class B Members for whose benefit the Limited Common Areas have been designated, agreeing to such dedication or transfer has been recorded upon the public records of Hamilton County, Ohio.

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

(h) The requirement of the Association to purchase fire, lightning and extended coverage or similar insurance on any Multi-Family Structure comprised of individual Living Units.

(i) The right of the Declarant to set off and designate "Limited Common Areas" for the benefit of certain designated Members of the Association.

(j) The right of the Association to enter into any Living Unit, which is located in a Multi-Family Structure, at any time for the purpose of repairs or saving of property where there is an emergency which effects or threatens that Living Unit or any other Living Units.

Section 2. Parking Rights. Ownership of each Lot on which is located all or part of a Multi-Family Structure shall entitle the Owner or Owners thereof to the use of not more than one automobile parking space (other than the garage or driveway area) for each Living Unit located on the Lot, which shall be as near and convenient to the Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall have the right to adopt rules and regulations pertaining to the parking of motor vehicles and shall have the right to tow vehicles parked in violation of such rules and regulations. Parking for the benefit of Lots of Members on which are located Detached Single Family Living Units shall be permitted only in areas designated by the Association.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the applicable By-Laws of the Association, his right of enjoyment in and use of the Common Areas and Limited Common Areas to the members of his family, guests, and his tenants or contract purchasers who reside on the Property, provided that in the instance of a delegation to tenants or contract purchasers who reside in the Property, the Owner's right of enjoyment in and use of the Common Areas and Limited Common Areas and that of his family and guests shall be suspended unless the Owner shall likewise reside on the Property, subject however to the provisions of Section 5 below.

Section 4. Title to Common Areas. The title to the Common Areas and Limited Common Areas shall be conveyed to the Association free and clear of all liens and encumbrances; provided, however, that the Declarant shall have the right from time to time to reserve for the purpose of development of the Property all or any portion of the Property for various easements and rights of way, together with the right to dedicate same where applicable and customary and the right of ingress and egress across the Common Areas in connection with the development of the Property. The Declarant's rights hereunder shall not unreasonably interfere with the Owner's easement of enjoyment.

Section 5. Rights Not Subject to Suspension. Notwithstanding anything herein contained to the contrary, the rights and easements created in paragraph (g) of Section 1 of this Article III shall not be suspended by the Association for any reason.

ARTICLE IV

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

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

Section 2. Voting Members.

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

(b) Class B Members shall be the Developer(s) which shall be entitled to five (5) votes for each Lot in which any Developer holds the interest otherwise required for Class A membership multiplied by the number of living units located or proposed by the Declarant to be located on such Lot, provided, however, that each Class B membership shall terminate after the Class A Members are entitled to elect all of the Board.

(c) At such time as Class B membership shall terminate, any Developer which, for any Lot, holds an interest therein otherwise required for Class A membership, shall be deemed a Class A Member with reference to such Lot or Lots and entitled to the voting and all other rights of such Class A Member. If more than one (1) person, group of persons, or entity is the record Owner of a fee interest in any Lot, then the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

ARTICLE V

ASSESSMENTS

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

cost of collection thereof as herein provided, shall also be the personal obligation of the person, group of persons, or entity who was the Owner of such property and Lot at the time when the assessment fell due.

Section 2. Annual Assessments, Purposes. The Annual Assessments levied by the Association are for the purpose of promoting the recreation, scenic enjoyment, health, welfare and safety of the residents and for protecting, advancing and promoting the environmental concept of the Property and preserving the aesthetic and scenic qualities of the development.

Annual General Assessment.

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

Annual Maintenance Assessment-Townehomes.

To further carry out these purposes, an Annual Maintenance Assessment shall be levied by the Association against the Owners of each Lot on which is located an Attached Single Family Living Unit and against said Lots, to provide for current use, and to provide an adequate reserve fund for future use, for the purpose of:

(a) providing for the maintenance, repair, management and general upkeep of the Limited Common Areas and the improvements located thereon;

(b) providing for grass cutting, maintenance of landscaping installed by the Developer or the Association and snow removal in the Limited Common Areas, and adjoining areas such as lawns, driveways, and private walkways, except in enclosed or semi-enclosed patio areas;

(c) providing exterior maintenance of the Attached Single Family Living Units as follows:

- (i) paint, caulk, repair and replace roofs, roof vents, chimneys, gutters, downspouts, wood balconies, and railings, stoops, patios and exterior wall surfaces;
- (ii) paint and make surface repairs on exterior surfaces of doors;
- (iii) repair and replace streets, driveways and walkways;
- (iv) perform other exterior maintenance as from time to time is determined by the Board of Trustees of the Association to

be reasonably necessary to maintain the Attached Single Family Living Units consistent with funds available to the Association, such additional maintenance to be exercised uniformly for the benefit of all Living Units.

Unless otherwise determined by the Board of Trustees under subparagraph (iv) above, exterior maintenance shall not include:

- (i) structural and/or waterproofing, repair, replacement or care of foundations, basement walls and floors;
- (ii) repair, replacement or care of mechanical equipment and/or its pads and foundations, light bulbs, exterior light fixtures attached to Living Units, electric outlets, water sillcock, window and/or door glass or screen;
- (iii) repair, replacement or care of doorjamb, thresholds, window frames or operating parts of doors and windows;
- (iv) cleaning, weatherstripping or replacement of doors and windows;
- (v) general cleaning, or debris removal;
- (vi) any care whatsoever to improvements or additions made other than by the original Developer in constructing the Attached Single Family Living Unit.

(d) providing fire, lightning and extended coverage or similar insurance on a blanket basis in an amount of not less than one hundred percent (100%) of the replacement cost thereof on all Attached Single Family Living Units and Limited Common Areas-Townhomes including physical improvements and betterment, but not on the contents thereof or personal liability or living expenses insurance. Said insurance shall be payable to the Association, the Owners and their mortgagees, as their interest may appear and the proceeds from which shall be used to restore or replace any Attached Single Family Living Unit damaged or destroyed by any peril covered by said insurance. The Association may require each Owner, other than a Developer, to prepay to the Association the cost of insurance for such Lot for a twelve (12) month period. Owners shall notify the Association of all improvements made to premises so that adequate insurance may be maintained. The "deductible" portion of any insured claim payable by any other than the insurance company, shall be paid by the Owner(s) of the Attached Single Family Living Unit damaged or destroyed;

(e) providing and paying for the share of administrative and management expenses attributable to carrying out the purposes of this Annual Maintenance Assessment; and

(f) providing such additional matters, consistent with the general purposes of this Annual Maintenance Assessment as may be approved by the Board, or in writing by not less than two-thirds vote of Members owning Lots upon which is located all or any part of a Multi-Family Structure.

Section 3. Annual General Assessments, Initial Amount. Until January 1, 1995, the Maximum Annual General Assessment for each Class A membership for general purposes provided in Section 2 of this Article V shall not exceed Two Hundred Sixteen Dollars (\$216.00) per Living Unit.

The assessment may be billed in advance on a monthly, quarterly or annual basis. The Board of Trustees may fix the Annual General Assessment for any amount not in excess of the maximum hereinabove provided for. The assessment shall be fixed at a uniform rate based upon the number of Living Units.

Section 4. Annual General Assessment, Maximum Increase.

(a) From and after January 1, 1995, the amount of the Maximum Annual General Assessment, set out in Article V, Section 3, above for all membership will increase automatically ten (10%) percent per year in addition to the maximum sum allowed for the previous year (whether changed or not), unless prior to the levying of such new assessment year, the Board of Trustees vote to reduce the assessment below that allowed to be changed in such year. As used herein, the term "allowed to be changed" shall mean the sum set out in Article V, Section 3, above, increased and compounded ten (10%) percent per year beginning with the year immediately following the conveyance of the first Lot to an Owner.

(b) From and after January 1, 1995, the Maximum Annual General Assessment for all membership may be increased above that established by the preceding paragraph, by a vote of Members as hereinafter provided for the next succeeding year and at the end of such year for each succeeding year. Any change made pursuant to this paragraph shall have the assent of a fifty-one (51%) percent of the total number of votes held by Class A Members and fifty-one (51%) percent of the total number of votes held by the Class B Members.

(c) The assessment may be billed in advance on a monthly, quarterly, or annual basis. The Board of Trustees may fix the annual assessment at any amount not in excess of the maximum thereinabove provided for. The assessment shall be fixed at a uniform rate based upon Living Units. Annual General Assessments funds shall be accounted for separately from Annual Maintenance Assessment funds.

Section 5. Annual Maintenance Assessment-Townhomes.

(a) The Annual Maintenance Assessment for townhome units shall be levied by the Board on the Attached Single Family Living Unit Owners in such amount as may be necessary, in the determination of the Board of Trustees, to carry out the purposes of this Annual Maintenance Assessment.

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

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

(d) Access to Lot. For the purpose solely of performing the exterior maintenance required or authorized herein, the Association, through its duly authorized agent or employees, or subcontractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or the exterior of any Attached Single Family Living Unit at reasonable hours on any day. No notice shall be required for grass cutting, landscaping, or general maintenance.

(e) Annual Maintenance Assessment for Developer's Lots. With reference to the application of the Section 5 Annual Maintenance Assessment, and subject to Section 9 of this Article, Lots owned by a Developer shall be considered as part of Class A, provided that the Declarant shall retain its five votes with reference to each such Lot as provided in Article IV, Section 4.2(b).

Section 6. Individual Assessments. In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Trustees and such maintenance is not that to be provided by the Association under Section 2 or 5 above for which assessments are provided, then the Association, after approval by sixty-six and two-thirds (66-2/3%) vote of all Members of the Board shall have the right through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance and repair (including charges incurred by the Association for attorney's fees, court costs, or other expenses incurred to obtain access to the subject Lot or unit) shall be added to and become part of the total assessment to which such Lot is subject.

Section 7. Special Assessments. In addition to the Annual Assessments authorized by this Article, the Association may levy in any assessment year Special Assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, replacement or addition of a described capital improvement located upon the Common Areas or Limited Common Areas, which cost has not otherwise been provided for in full as part of the applicable Annual General Assessment or Annual Maintenance Assessments, including the necessary fixtures and personal property related thereto, provided that any such assessment affecting the Common Areas shall have the approval of fifty-one (51%) percent of the total number of votes held by Class A Members and fifty-one (51%) percent of the total number of votes held by the Class B Members and any such assessment affecting the Limited Common Areas shall have the approval of fifty-one (51%) percent of the total number of votes held by Class A Members for whose benefit such Limited Common Areas have been designated and fifty-one (51%) percent of the total number of votes held by the Class B Members for whose benefit

such Limited Common Areas have been designated. Any Special Assessments levied by the Association pursuant to the provisions of this section shall be fixed at a uniform rate based upon the number of applicable Living Units. All monies received by the Association as a Special Assessment shall be held in trust by the Association for the benefit of the Members to be used solely for the purpose of the Special Assessment and any income derived therefrom shall be held as a separate fund and shall be accounted for separately from the other assets coming under the control of the Association. The assessment may be billed in advance on a monthly, quarterly or annual basis.

Section 8. Commencement of Assessments. The Annual Assessments shall commence on the first day of the first month following the date the Declaration is filed for record or at such other date as determined by the Association. The first assessment for any such membership may be made for the balance of the calendar year and shall become due and payable and a lien on the date aforesaid. The Board may from time to time determine the manner and schedule of payments.

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

Section 9. Assessment of Developer. Any provision of this Declaration or of the Articles of Incorporation or By-Laws of the Association notwithstanding, a Developer, until the expiration of the Development Period, shall be required to pay an assessment for any recorded, unsettled Lot in which it has the interest otherwise required for Class A membership only in any amount equal to twenty-five (25%) percent of the Annual Assessments and Special Assessments which the Association levies for purposes set forth in Article V, Sections 2 and 7. The provisions of this Section 9 shall not apply to the assessment of any Living Unit held by a Developer for rental purposes and which is or has been occupied as a Living Unit; in which event the Developer shall be required to pay the full amount of the assessments levied thereon.

Section 10. Assessment Certificates. The Association shall, upon demand, at any reasonable time, furnish to the Owner liable for assessment a certificate in writing signed by an officer or other authorized agent of the Association, setting forth the status of said assessment, i. e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A

reasonable charge may be levied in advance by the Association for each certificate so delivered.

Section 11. Non-Payment of Assessment. Any assessment levied pursuant to these covenants which is not paid on the date when due shall be delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the property which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them with the consent of the Association.

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

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

Section 12. Subordination of Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, any first mortgagee who obtains title to a Lot pursuant to the remedies in the mortgage or through foreclosure shall not be liable for more than six (6) months of the Lot's unpaid assessments or charges accrued before the acquisition of title to the Lot by the mortgagee.

Section 13. Assessment at Closing. At the closing on the purchase of a Lot, the purchaser is required to pay the sum of Seventy-five Dollars (\$75.00) as his initial contribution to the working capital of the Association. This amount will be used by the Association for its operating expenses associated with the Annual General Assessment. This payment is not an advanced payment of assessments, and it will not be held in any sort of trust or reserve account. A Developer shall not be required to pay the working capital contributions required by this Section. Additionally, at the closing, each purchaser of a Unit is required to pay a prorata share of the Annual Assessments due in the month of closing.

ARTICLE VI

INSURANCE

Section 1. Liability Insurance. The Association shall obtain and maintain a Comprehensive policy of public liability insurance covering all of the Lots, Common Areas and Limited Common Areas, insuring the Association, Trustees, and Owners and members of their respective families, tenants and occupants in an amount of not less than Three Million Dollars (\$3,000,000.00), per occurrence for personal injury and/or property damage. This insurance shall include protection against such risks as are customarily covered with respect to a development similar in construction, location and use, as determined by the Board. The insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a residential Owner, tenant or occupant because of negligent acts of the Association, the Board, or other Owners, tenants or occupants.

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

Section 3. Owners Insurance. Any Owner, tenant, or occupant may carry such insurance in addition to that provided by the Association pursuant to this Declaration, as that Owner, tenant, or occupant may determine, subject to the provision hereof and provided that no Owner, tenant, or occupant of any Attached Single Family Living Unit may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried by the Association pursuant to Article V, Section 2. Each Owner of a Detached Single Family Living Unit shall be responsible for obtaining casualty and liability insurance for his Unit.

Section 4. Insufficient Insurance. In the event the improvements forming a part of the Lots, Common Areas or Limited Common Areas or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, the Association shall advance such costs in excess of available insurance proceeds. The amount so advanced by the Association shall become a Special Assessment against all of the Lots for which whose benefit the amount was so advanced, and such assessment shall have the same force and effect, and if not paid, may be enforced in the same manner as herein provided for the nonpayment of assessments. The action required to be taken by the Association under this Section shall not require any vote of the Members of the Association.

Section 5. Fidelity Bonds. The Board shall obtain fidelity bond coverage, naming the Association as an insured, with respect to any person or agent handling Association funds in an amount of not less than Five Thousand Dollars (\$5,000.00) as determined by the Board.

ARTICLE VII

COMMITTEES

Section 1. Committees. The Board of Trustees may appoint such committees as deemed appropriate in carrying out the business of the Association.

Section 2. Architecture Committee. Except for original construction or as otherwise provided in these covenants, no building, fence, wall, swimming pool or other structure shall be commenced, erected, or maintained upon Common Areas or Limited Common Areas or upon any Lot nor shall any exterior addition to or change or alteration in a Multi-Family Structure be made until the plans and specifications showing the nature, kind, shape height, materials, color and location of the same shall have been submitted to an Architecture Committee and approved in writing by the Board of Trustees, as to harmony of external design, color and location in relation to surrounding structures and topography. The Architecture Committee shall be appointed by the Board of Trustees and shall be composed of not less than three Members, a majority of which Members shall be Owners of Lots upon which are located Detached Single Family Living Units. At least one Member of the Committee shall be an Owner of a Lot upon which is located an Attached Single Family Living Unit. Requests for approval shall be made in writing by the Owner to the Architecture Committee. Such Committee shall make a recommendation to the Board of Trustees for approval or disapproval of any such request and such Board shall have sole authority to approve or disapprove such request.

ARTICLE VIII

USE RESTRICTIONS

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

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

(b) The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number shall be and is hereby prohibited on any Lot or within any dwelling situated upon the Property, except that this shall not prohibit the keeping of dogs, cats and/or caged birds as domestic pets provided that the total of such pets do not exceed three (3) in number and that such pets are not kept, bred or maintained for commercial purposes. Dogs and cats must be kept within the confines of the Owner's Living Unit or Lot, except when being held on hand leash by person attending animal. Owners and/or harborers of dogs and cats shall be liable for any damage caused by such animals. Subject only to the provisions of Article III, Section 5, the Association acting through its Board of Trustees may suspend for reasonable length of time the voting rights and the rights to use the Common Areas, of any person who violates this subparagraph (b).

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

(d) Trash and garbage containers shall not be permitted to remain outside any Living Unit except on days of trash collection and after 6:00 P.M. on the days prior to the days of trash collection.

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

(f) No sound hardwood trees or shrubbery shall be removed from any Common Areas or Limited Common Areas without the written approval of the Association acting through its Board of Trustees or duly appointed committee.

(g) No structure, planting or other material other than driveways, sidewalks or retaining walls shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels. The easement area of each Lot and all improvements in the easement area shall be maintained by the Owner of the Lot, except for those improvements for which the Association or a public authority or utility company is responsible.

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

(i) Except for options available as part of the original construction by a Developer, garages shall be used only for the parking of vehicles and other customary uses and shall not be used for or converted into living area, e.g., family room(s), bedroom(s), recreation room(s), etc.

(j) The covenants and restrictions set forth above in this Section 1 shall be altered, amended or rescinded, in whole or in part by resolution approved by seventy-five (75%) percent of the total number of votes held by Class A Members and seventy-five (75%) percent of the total number of votes held by the Class B Members.

Section 2. Prohibited Uses and Nuisances - Detached Single Family Living Units and Lots. Except for the activities of the Developer during the Development period, the following provisions shall apply to all Detached Single Family Living Units and the Lot upon which such Unit is located, in addition to the general provisions set forth above under Section 1:

(a) No fences shall be erected or built on any part of any Lot between the rear of the building constructed thereon and the street in front of the building. Fences erected on said Lot from the rear of the building and the back property line shall not be in excess of four (4) feet in height and shall be rustic rail, split rail, ornamental iron, decorative

wood, decorative metal or hedge, provided however that all fences constructed of the aforesaid materials shall be at least fifty percent (50%) open. Non-reflective metal fence may be installed as an integral part of a fence constructed of the aforesaid materials in order to provide a secure enclosure. Barbed wire, chain link wire or similar fences shall be prohibited. On a corner Lot, the section or sections of fence running with the side street shall not extend closer to said side street at any point than the residence on said Lot. Notwithstanding the above, no fence shall be installed until the plans and specifications for such fence shall have been approved pursuant to the provisions of Article VII, Section 2.

(b) Except as herein elsewhere provided, no junk vehicles, commercial vehicles, recreational vehicles, mobile homes, trailers, boats, trucks of more than one ton, shall be parked or stored on any Lot, for a period in excess of Forty-eight (48) hours during any calendar month, unless the same is in an enclosure or garage and completely out of view. Additionally, no structures of a temporary character, trailers, tents, shacks, barns, dog houses or temporary or permanent outbuildings shall be kept or used upon the Lots or Common Areas, nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of its Board of Trustees provide and maintain a suitable area designated for the parking of such vehicles or the like. Notwithstanding the provisions hereof, Developers and their subcontractors, as well as other contractors, may, for the purpose of business use in connection with the development of the Properties or the repair or construction of Living Units thereon, maintain trucks, equipment, temporary offices (including trailers) and structures in connection with such development, repair and construction.

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

- (i) street and identification signs installed by the Association or the Declarant;
- (ii) one temporary sign informing the public that the real estate is for sale, lease or rent, provided that the sign must be removed immediately upon the sale or lease of the subject real estate and such sign must not exceed five square feet in area and must be erected upon the real estate to which it refers;
- (iii) one professional or home occupational name plate not exceeding one square foot in area, single or double faced;
- (iv) a post office house number for designation of home location.

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

(d) No above ground swimming pools or swimming pools designed for above ground use shall be erected or permitted to remain on any Lot. In ground swimming pools shall be permitted provided the plans and specifications for such swimming pools have been approved pursuant to the provisions of Article VII, Section 2 and further provided such pools are constructed and maintained in compliance with all local zoning, building and health codes.

(e) The covenants and restrictions set forth in this Section 2 pertaining to Detached Single Family Living Units and Lots may be altered, amended or rescinded, in full or in part by resolution approved by seventy-five (75%) percent of the total number of votes held by Class A Members who own Detached Single Family Living Units and seventy-five (75%) percent of the total number of votes held by the Class B Members.

Section 3. Prohibited Uses and Nuisances -- Attached Single Family Living Units and Lots. Except for the activities of the Developer during the Development Period, the following provisions shall apply to all Attached Single Family Living Units and the Lot upon which such unit is located, in addition to the general provisions set forth above under Section 1:

(a) No fence or wall of any kind, specifically including the use of hedge or other growing plants as a fence, for any purpose, except a retaining wall, shall be erected, placed or suffered to remain upon any Lot.

(b) Except as herein elsewhere provided, no junk vehicle, commercial vehicles, recreational vehicles, mobile homes, trailers, boats, trucks of more than one ton, shall be parked or stored on any Lot, for a period in excess of Forty-eight (48) hours during any calendar month, unless the same is in an enclosure or garage and completely out of view. Additionally, no structures of a temporary character, trailers, tents, shacks, barns, dog houses or temporary or permanent outbuilding, shall be kept or used upon the Lots, Common Areas or Limited Common Areas, nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of its Board of Trustees provide and maintain a suitable area designated for the parking of such vehicles or the like. Notwithstanding the provisions hereof, the Developers and their subcontractors, as well as other contractors, may, for the purpose of business use in connection with the development of the Properties or the repair or construction of Living Units thereon, maintain trucks, equipment, temporary offices (including trailers) and structures in connection with such development, repair and construction.

(c) No signs of any character shall be erected, posted, attached or displayed upon, or on any Lot or Living Unit, excepting street and identification signs installed by the Association or the Declarant and excepting one(1) temporary real estate sign not exceeding five (5) square feet in area erected upon any Lot advertising same upon the market for sale or lease. Such real estate sign shall be removed immediately upon the sale or lease of the subject real estate. This subsection shall not apply to any Developer as long as there exists a Class B member, or at any time, to a sign placed by or on behalf of a Developer, advertising or marketing the Subdivision or any unit therein.

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

(e) Except as otherwise provided herein, every lease on every Attached Single Family Living Unit is subject to the following rules and regulations, regardless of whether such provisions are set forth in the lease:

- (i) the lease must be in writing;
- (ii) the lease must be for the entire Living Unit;
- (iii) the lease must be for a minimum period of not less than six (6) months. Renewals can be for any length;
- (iv) the use of the leased premises is subject to this Declaration, the By-Laws and the rules and regulations for the Subdivision;
- (v) within thirty (30) days of occupancy by the tenant, the name and telephone number of the tenant, together with a clear and complete copy of the lease, must be furnished to the management company or to an officer or Trustee of the Association;
- (vi) the Living Unit cannot be used as a motel or hotel or otherwise for transient tenants;
- (vii) if any Owner (landlord) or tenant is in violation of any of the provisions of the Declaration or By-Laws, or both, including any rules and regulations, the Association may bring an action in its own name or in the name of the Owner, or both, to have the tenant evicted or to recover damages, or both. If the court finds that the tenant is or has violated any of the provisions of the Declaration, the By-Laws of the Association or the rules and regulations, the court may find the tenant guilty of forcible detainer despite the facts that the Owner is not a party to the action and/or that the tenant is not otherwise in violation of tenant's lease or other rental agreements with Owner. For purposes of granting the forcible detainer against the tenant, the court may consider the Owner a person in whose name a contract (the lease or rental agreement) was made for the benefit of another (the Association). The remedy provided by this subsection is not exclusive and is in addition to any other remedy or remedies available to the Association. If permitted by present or future law, the Association may recover all of its costs, including court costs and reasonable attorney's fees, and these costs shall be a continuing lien on the Living Unit and Lot that shall bind the Living Unit and Lot in the hands of the then Owner and the Owner's successors and assigns. The Association shall give the tenant and the Owner written notice of the nature of the violation of the rules, and twenty (20) days from the mailing of the notice in which to cure the violation before the Association may file for eviction.

By becoming a tenant, each tenant agrees to be bound by this Declaration, the By-Laws and the other rules and regulations of the Subdivision, and recognizes and accepts the right and the power of the Association to evict the tenant for any violation by the tenant of this

Declaration, the By-Laws and the other rules and regulations of the Subdivision.

To protect first mortgage lenders and to encourage first mortgage lenders to make loans on Living Units and Lots in the Subdivision, only subsections (iv) and (v) of this subparagraph (e) shall apply to a first mortgage lender who has title to the Living Unit and Lot through (a) foreclosure of its first mortgage on the Living Unit and Lot; or (b) a deed in lieu of foreclosure on its first mortgage on the Living Unit and Lot. Any subsequent purchaser from the first mortgage lender is subject to all of the rules and regulations.

(f) The covenants and restrictions set forth in this Section 3 pertaining to Attached Single Family Living Units and Lots may be altered, amended, or rescinded, in full or in part, by resolution approved by seventy-five (75%) percent of the total number of votes held by Class A Members who own Attached Single Family Living Units and seventy-five (75%) percent of the total number of votes held by the Class B Members.

Section 4. Residential Use. All of the Living Units shall be used for private residential purposes exclusively except that a Developer may use Living Units as models and as offices in connection with the marketing or sale of Lots or Living Units in the Subdivision.

Section 5. Right of Association to Remove or Correct Violations of this Article. The Association may, in the interest or the general welfare of all of the Owners, enter upon any Lot or the exterior of any dwelling at reasonable hours on any day for the purpose of removing or correcting any violation or breach of any attempted violation of any of the covenants and restrictions contained in this Article, or for the purpose of abating anything herein defined as a prohibited use or nuisance, provided however, that no such action shall be taken without a resolution of the Board of Trustees of the Association in obtaining access to any Lot or property covered under this Section and any charges incurred by the Association in correcting the violation hereunder, (including court costs and reasonable attorney's fees) shall constitute a charge against the subject property and a personal obligation of the Owner thereof, and the Association shall have a lien upon the property and Lot for such expenses, and including costs of collection of said lien amount, which lien shall be subordinate to first mortgages as provided in Article V, Section 12.

Section 6. Developer's Reservation of Entry Rights. The Declarant for itself and any Developer reserves the right during the Development Period to enter upon the Lot for purposes of correcting grade and drainage patterns for the benefit of the entire Properties, provided that the Lot shall be restored with any pavement, grass or sod which shall have been removed.

Section 7. Declarant's & Association's Right to Grant Easements. Notwithstanding the provisions of Article III, Section 1(f) or other provisions of this Declaration, as long as there exists Class B membership, the Declarant, and thereafter the Association is authorized without consent of the Members to grant across, through or under any Lot, Common Area or Limited Common Area any utility easement, including a Television Cable easement, deemed by the granting party to be necessary or convenient in the

development or enjoyment of the Properties, provided no easement shall be granted across, through or under any Living Unit or building which restricts ingress or egress to such Living Unit or building.

Section 8: Handicap Accessibility. Notwithstanding the other provisions herein, an Owner of any Attached Single Family Living Unit and Lot may, at his expense, have such reasonable modifications made to the interior and exterior of his Living Unit and Lot and the Common Areas or Limited Common Areas as may be necessary to afford physically handicapped persons full enjoyment of his premises. Any modifications to be undertaken to the exterior of a Living Unit and Lot or the Common Areas or Limited Common Areas shall comply with the guidelines and regulations of the United States Department of Housing and Urban Development for buildings and facilities providing accessibility and usability for physically handicapped people; and shall be undertaken pursuant to a contract, the terms, conditions and specifications of which, shall be approved by the Board of Trustees. The approved contractor shall provide an adequate performance bond for the benefit of the Association.

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

Section 9. Arbitration. In the event of any dispute between Owners, other than a Developer, regarding the application of these restrictions or any rule or regulation, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time and place for a hearing thereon within thirty (30) days thereafter, and give written notice to each party thereof not less than five days in advance of such hearing. The Board, after hearing such evidence and arguments as it deems proper, shall render a written decision on the matter to each party within thirty (30) days after such hearing. No legal action may be instituted by either party on such a dispute unless the arbitration provided for herein has occurred, or unless both parties have waived the requirement for arbitration.

ARTICLE IX

PARTY WALLS AND EASEMENTS

Section 1. Party Walls. Each wall which is built as part of the original construction of Living Units in a Multi Family Structure and placed on the dividing line between Lots or dwellings shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damages by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution for the others under any rule of law regarding liability for negligent or willful acts or omissions. Unless otherwise agreed by the Association and the Owners of all Living Units in a Multi-family Structure damaged or destroyed by fire or other casualty such structure shall be rebuilt and all proceeds of insurance available therefor shall be used to restore the structure.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right of Entry. For purposes of making inspections and repairs under this Article IX, an Owner, his agents or contractors shall have the right to enter upon the premises of the other Owners of a party wall upon the giving of notice.

Section 6. Easements. In the event that a Multi-family Structure is erected on more than one Lot, each such Lot shall have the benefit of mutual easements across the other Lots upon which said structure is located and through the structure, and each such Lot shall be subject to easements across it and through the structure erected thereon for the benefit of the other Lots upon which said structure is located, for the maintenance, continuation and upkeep of utility wires and lines serving the individual Lots and Living Units located thereon. The Owner(s) of each Lot shall maintain, repair and replace all wires and lines serving such Lots and Living Units, and for such purpose may enter upon the other Lots or Living Units, but shall at all times be responsible for repairing and restoring to its former condition any Lot or Living Unit which is damaged or disturbed by reason of the performance of any maintenance, repair or replacement of such wires and lines, or by reason of the exercise of any right of easement, ingress & egress herein provided. The cost of repair and maintenance of wires and lines used jointly for the benefit of two or more Lots shall be shared by the Owners who make use of the same in equal amounts, unless such repair and maintenance is provided by the Association through assessment.

Section 7. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 8. Control of Utility Lines. Notwithstanding provisions otherwise contained herein, all of the following utility lines designed to serve a Living Unit in a Multi-Family Structure shall be under the exclusive control of and shall be maintained by the Association (subject to the rights and duties of the utility company providing the service):

(a) Electric supply lines extending from the service of supply delivered by the utility company to the meter base located for the Living Unit.

(b) Sanitary sewer lines extending from the sewer easement granted to the utility company to the point at or near the Living Unit where common usage by more than one Living Unit stops.

(c) Water service lines extending from the curb stop to the exterior wall of the Living Unit.

Notwithstanding any other provision of this Declaration, the Association shall not acquire, mortgage, encumber or otherwise dispose of any interest in the Common Areas without the consent of the Cincinnati Water Works or any successor agency having jurisdiction over the Property.

Section 9. Rights Not Subject to Suspension. The rights and easements created in this Article IX, Sections 1 through 8 inclusive shall not be suspended by the Association for any reason.

ARTICLE X

FEDERAL HOME LOAN MORTGAGE CORPORATION PROVISIONS

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

Section 2. It is provided as follows:

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

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

architectural design or the exterior appearance of units, the exterior maintenance of units, the maintenance of units, the maintenance of the common property party walks or common fences and driveways, or the upkeep of lawns and plantings in the PUD;

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

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

(c) No PUD Unit Owner, or any other party, has priority over any rights of any first mortgagee of a PUD unit pursuant to its mortgage in the case of a distribution to such PUD Unit Owner of insurance proceeds or condemnation awards for losses to or taking of PUD common property.

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

ARTICLE XI

MISCELLANEOUS

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

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

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

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

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

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

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

Section 5. Enforcement. Except as provided in Article VIII, enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants or restrictions, either to restrain or to enjoin violation or to recover damages, and against the land to enforce any lien created by these covenants; and the failure or forbearance by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

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

Section 8. Condemnation.

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

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

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

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

Section 11. Gender and Grammar. The singular, whenever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other forms of business organizations, or individuals, men

STATE OF KENTUCKY

:
: SS:
:

COUNTY OF KENTON

The foregoing instrument was acknowledge before me this 25th day of May, 1993 by Henry K. Fischer, President of Henry Fischer Builder, Inc., a Kentucky corporation, general partner of Troon Partners, an Ohio general partnership, on behalf of said general partnership.

Mary Jo Wind
Notary Public
Mary Jo Wind
Notary Public - State of Kentucky

MY COMMISSION EXPIRES MAY 31, 1995

This instrument was prepared by Stephen R. Hunt, Esq., Aronoff, Rosen & Stockdale, 1600 Star Bank Center, 425 Walnut Street, Cincinnati, Ohio 45202.

EXHIBIT "A"

McGill Smith Punshon, Inc. Parcel I



DESCRIPTION FOR: TROON PARTNERS

LOCATION: RESERVE OF TURPIN - BLOCK A

Situate in Wilson & Fowler Military Survey #2204, Anderson Township, Hamilton County, Ohio and being more particularly described as follows:

Beginning at the southeasterly corner of the lands now or formerly registered as #30487, said point also being in the centerline of Clough Pike;

Thence, along said centerline, South 50°31'57" East, 453.76 feet (passing through the north line of Military Survey #2204 at 63.36 feet) to a point;

Thence, continuing along said centerline, South 65°35'41" East, 141.90 feet to the real point of beginning for this description;

Thence, continuing along said centerline, South 65°35'41" East, 270.03 feet to a point;

Thence, South 33°42'34" West, 424.50 feet to a point;

Thence, North 85°50'52" West, 266.99 feet to a point;

Thence, North 29°53'18" East, 513.69 feet to the point of beginning;

Containing 2.469 Acres of land.

Subject to all legal highways and easements of record.

Prepared by: McGill Smith Punshon, Inc.
Date: September 15, 1993

MSP No. 89618BLO.CKA

Prior Instrument Reference: Official Record Volume 5024, Page 251, Hamilton County, Ohio Records

McGill Smith Punshon, Inc. Parcel II



DESCRIPTION FOR: TROON PARTNERS
LOCATION: THE RESERVE OF TURPIN - BLOCK B

Situate in Wilson & Fowler Military Survey #2204 and N. Massie Military Survey #2276, Anderson Township, City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

Beginning at the southeast corner of Lot 24, of Beechmar Subdivision, Block D as recorded in Plat Book 113, Pages 13 and 14, Hamilton County Recorders Office;

Thence, with the east line of said subdivision, North $10^{\circ}20'00''$ West, 719.48 feet to a point;

Thence, South $81^{\circ}29'20''$ East, 219.69 feet to a point in the west right of way line of proposed Copperleaf Lane;

Thence, with said west right of way line, the following three (3) courses and distances:

1. along an arc deflecting to the right, having a radius of 276.50 feet, a distance of 95.39 feet, the chord of said arc bears North $18^{\circ}23'40''$ East, 94.92 feet to a point;
2. North $28^{\circ}16'39''$ East 124.46 feet to a point;
3. along an arc deflecting to the left having a radius of 75.00, a distance of 17.77 feet, the chord of said arc bears North $21^{\circ}29'30''$ East, 17.72 feet to a point;

Thence, South $85^{\circ}50'52''$ East 50.51 feet to a point in the east right of way line of proposed Copperleaf Lane;

Thence, with said east right of way line, the following six (6) courses and distances:

1. along an arc deflecting to the right, having a radius of 125.00 feet, a distance of 38.87 feet, the chord of said arc bears South $19^{\circ}22'10''$ West, 38.71 feet to a point;
2. South $28^{\circ}16'39''$ West 124.46 feet to a point;
3. along an arc deflecting to the left having a radius of 226.51 feet, a distance of 204.05 feet, the chord of said arc bears South $02^{\circ}28'12''$ West, 197.22 feet to a point;
4. South $23^{\circ}20'15''$ East, 280.76 feet to a point;
5. along an arc deflecting to the right, having a radius of 160.00 feet, a distance of 78.95 feet, the chord of said arc bears South $09^{\circ}12'08''$ East, 78.15 feet to a point;
6. South $04^{\circ}56'00''$ West 162.79 feet to a point;

Thence, South 85°04'00" East 110.47 feet to a point;
Thence, North 17°38'08" West 62.05 feet to a point;
Thence, North 13°33'00" West 70.00 feet to a point;
Thence, North 17°12'48" West 188.61 feet to a point;
Thence, North 32°31'44" East 86.63 feet to a point;
Thence, North 73°10'05" East 156.96 feet to a point;
Thence, South 50°13'49" East 163.97 feet to a point;
Thence, South 13°33'00" East 474.43 feet to a point;
Thence, South 23°02'00" West 283.66 feet to a point;
Thence, North 75°39'28" West 71.92 feet to a point;
Thence, South 39°41'00" West 170.00 feet to a point in the south right
of way line of proposed Copperleaf Lane;

Thence, with said south right of way line, the following three (3)
courses and distances;

1. North 50°19'00" West, 217.53 feet to a point;
2. along an arc deflecting to the right, having a radius of 185.00
feet, a distance of 178.39 feet, the chord of said arc bears
North 22°41'30" East, 171.56 feet to a point;
3. North 04°56'00" East 4.61 feet to a point;

Thence, North 85°04'00" West 130.00 feet to a point;
Thence, North 04°56'00" East 130.64 feet to a point;
Thence, North 66°20'00" West 82.75 feet to the point of beginning.

Containing 12.592 acres of land.

Subject to all legal highways and easements of record.

Prepared by: McGill Smith Punshon, Inc.
Date: September 15, 1993

MSP No. 89618blo:ckb

Prior Instrument Reference: Official Record Volume 5024, Page 251, Hamilton
County, Ohio Records

McGill Smith Punshon, Inc. Parcel III



DESCRIPTION FOR: TROON PARTNERS
LOCATION: THE RESERVE OF TURPIN
SECTION A - LOT B P.U.D.

Situate in Wilson & Fowler Military Survey #2204, N. Massie Military Survey #2276 and Military Survey #618, Anderson Township, City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

Beginning at the southeast corner of Lot 24, of Beechmar Subdivision, Block D as recorded in Plat Book 113, Pages 13 and 14, Hamilton County Recorders Office;

Thence, South 66°20'00" East, 82.75 feet to a point;

Thence, South 04°56'00" West, 130.64 feet to a point;

Thence, South 85°04'00" East, 130.00 feet to a point in the west right of way line of proposed Copperleaf Lane;

Thence, with said west right of way line, the following three (3) courses and distances;

1. South 04°56'00" West 4.61 feet to a point;
2. along an arc deflecting to the left having a radius of 185.00, a distance of 178.39 feet, the chord of said arc bears South 22°41'30" East, 171.56 feet to a point;
3. South 50°19'00" East, 157.00 feet to a point;

Thence, South 39°41'00" West 154.29 feet to a point;

Thence, South 31°48'00" East 330.51 feet to a point;

Thence, along an arc deflecting to the right, having a radius of 395.00 feet, a distance of 170.07 feet, the chord of said arc bears South 19°27'55" East, 168.76 feet to a point;

Thence, South 82°52'09" West 60.00 feet to a point;

Thence, along an arc deflecting to the right, having a radius of 335.00 feet, a distance of 100.41 feet, the chord of said arc bears South 01°27'21" West, 100.03 feet to a point;

Thence, South 60°00'00" West 205.76 feet to a point;

Thence, South 79°46'00" West 185.26 feet to a point;
Thence, North 75°07'00" West 165.04 feet to a point;
Thence, North 59°56'00" West 227.42 feet to a point;
Thence, North 03°21'58" East 310.51 feet to a point;
Thence, North 87°44'00" West 281.75 feet to a point;
Thence, North 38°35'00" East 404.34 feet to a point;
Thence, North 23°40'00" East 520.00 feet to a point;
Thence, South 66°20'00" East 75.04 feet to the point of beginning;

Containing 16.147 Acres of Land.

Subject to all legal highways and easements of record.

Prepared By: McGill Smith Punshon, Inc.
Date: Sept. 15, 1993

MSP No. 89618PUD.AAA

Prior Instrument Reference: Official Record Volume 5024, Page 251, Hamilton
County, Ohio Records

McGill Smith Punshon, Inc. Parcel I (Registered Land)



DESCRIPTION FOR: Troon Partners
LOCATION: Rainbow Lane (8.997 Acres)

Situate in Military Survey #618, Anderson Township, City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

Beginning at a northwest corner of Registered Land Certificate No. 118356 as recorded in Hamilton County Registered Land Office, said point lies in a southerly line of Registered Land Certificate No. 137725 as recorded in Hamilton County Registered Land Office;

Thence with a westerly line of said Registered Land Certificate No. 118356, South 03°17'41" West, 289.97 feet to a point;

Thence leaving said westerly line, North 82°30'25" West, 344.12 feet to a point;

Thence South 07°29'35" West, 462.00 feet to a point in the northerly right of way line of Rainbow Lane;

Thence with said right of way line, North 82°30'25" West, 26.92 feet and along an arc, deflecting to the left having a radius of 747.81 feet, a distance of 3.08 feet, the chord of said arc bears North 82°37'29" West, 3.08 feet to a point;

Thence leaving said northerly right of way line, North 07°29'35" East, 172.72 feet to a point;

Thence North 82°30'25" West, 129.98 feet to a point;

Thence South 85°38'35" West, 332.98 feet to a point;

Thence North 04°09'25" West, 562.80 feet to a point;

Thence South 88°25'39" East, 927.35 feet passing a southwest corner of Registered Land Certificate No. 137725, at 268.70 feet, to the point of beginning.

Containing 8.997 acres of land.

Subject to all easements of record.

This description was prepared from a Plat of Survey by McGill Smith Punshon dated May 18, 1990.

Prepared by: McGill Smith Punshon, Inc.

Date: May 18, 1990

Prior Instrument Reference: Being the same premises registered as Certificate Number 149150 of the Registered Land Records of Hamilton County, Ohio

McGill Smith Punshon, Inc. Parcel II



DESCRIPTION FOR: TROON PARTNERS

LOCATION: THE RESERVE OF TURPIN - RESIDUE
60.822 ACRE TRACT

Situate in Wilson & Fowler Military Survey #2204, N. Massie Military Survey #2276 and Military Survey #618, Anderson Township, City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

Beginning at the northeast corner of Lot 19, of Beechmar Subdivision, Block D as recorded in Plat Book 113, Pages 13 and 14, Hamilton County Recorders Office;

Thence, with the north lines of said subdivision, the following four (4) courses and distances:

1. South 79°40'00" West, 355.58 feet to a point;
2. South 13°18'30" West, 140.58 feet to a point;
3. South 26°31'30" West, 32.20 feet to a point;
4. South 60°10'00" West, 494.16 feet to a point in the east line of Beechmar Subdivision, Block C as recorded in Plat Book 86, pages 29 and 30, Hamilton County Recorders Office;

Thence, with said east line, North 29°50'00" West, 300.96 feet to a point;

Thence, North 26°52'21" East, 929.04 feet to a point in the corporation line of the City of Cincinnati;

Thence, with said corporation line, South 35°35'32" East, 477.25 feet and South 85°50'52" East, 591.48 feet to a point in the west right of way line of proposed Copperleaf Lane;

Thence, along said west right of way line the following three (3) courses and distances;

1. along an arc deflecting to the right, having a radius of 75.00 feet, a distance of 17.77 feet, the chord of said arc bears South 21°29'30" West, 17.72 feet to a point;
2. South 28°16'39" West, 124.46 feet to a point;

3. along an arc deflecting to the right, having a radius of 276.50 feet, a distance of 95.39 feet, the chord of said arc bears South 18°23'40" West, 94.92 feet to a point;

Thence, North 81°29'19" West, 219.69 feet to the point of beginning.

Containing 12.354 acres of land.

Together with a second tract of land being more particularly described as follows:

Beginning at the southwest corner of the lands now or formerly registered as Certificate No. 137725 said point also being in the north line of registered as Certificate No. 148874, Hamilton County Recorders Office and being more particularly described as follows:

Thence, along the north and west lines of the lands described in Certificate No. 148874, North 88°25'39" West, 268.70 feet and South 04°09'25" East, 753.14 feet, leaving said registered land at 562.80 feet, to a point;

Thence, North 87°25'25" West, 165.80 feet to a point;

Thence, South 42°34'35" West, 58.35 feet to a point;

Thence, along an arc deflecting to the right, having a radius of 175.00 feet, a distance of 58.03, the chord of said arc bears South 37°55'09" East, 57.76 feet to a point;

Thence, South 02°34'35" West, 90.13 feet to a point;

Thence, North 87°25'25" West, 1261.92 feet to a point

Thence, North 03°21'58" East, 611.55 feet to a point;

Thence, South 59°56'00" East, 227.42 feet to a point;

Thence, South 75°07'00" East, 165.04 feet to a point;

Thence, North 79°46'00" East, 185.26 feet to a point;

Thence, North 60°00'00" East, 205.76 feet to a point:

Thence, along an arc deflecting to the left, having a radius of 335.00 feet, a distance of 100.41 feet, the chord of said arc bears North 01°27'21" East, 100.03 feet to a point;

Thence, North 82°52'09" East, 60.00 feet to a point;

Thence, along an arc deflecting to the left, having a radius of 395.00 feet, a distance of 170.07 feet, the chord of said arc bears North 19°27'55" West, 168.76 feet to a point;

Thence, North 31°48'00" West, 330.51 feet to a point;

Thence, North 39°41'00" East, 154.29 feet to a point in the proposed south right of way line of Copperleaf Lane of The Reserve of Turpin, Block B;

Thence, with the lines of said Block B the following sixteen (16) courses and distances:

1. South 50°19'00" East, 60.53 feet to a point;
2. North 39°41'00" East, 170.00 feet to a point;
3. South 75°39'28" East, 71.92 feet to a point;
4. North 23°02'00" East, 283.66 feet to a point;
5. North 13°33'00" West, 474.43 feet to a point;
6. North 50°13'49" West, 163.97 feet to a point;
7. South 73°10'05" West, 156.96 feet to a point;
8. South 32°31'44" West, 86.63 feet to a point;
9. South 17°12'48" East, 188.61 feet to a point;
10. South 13°33'00" East, 70.00 feet to a point;
11. South 17°38'08" East, 62.05 feet to a point;
12. North 85°04'00" West, 110.47 feet to a point;
13. North 04°56'00" East, 162.79 feet to a point;
14. along an arc deflecting to the left, having a radius of 160.00 feet, a distance of 78.95 feet, the chord of said arc bears North 09°12'08" East, 78.15 feet to a point;
15. North 23°20'15" West, 280.76 feet to a point;
16. along an arc deflecting to the right, having a radius of 226.51 feet, a distance of 124.64 feet, the chord of said arc bears North 07°34'24" West, 123.07 feet to a point;

Thence, South 70°39'42" East, 1493.05 feet to a point;

Thence, South 11°14'11" West, 1027.57 feet to the point of beginning.

Containing 48.468 Acres of Land.

Subject to all legal highways and easements of record.

Prepared by: McGill Smith Punshon, Inc.

Date: September 15, 1993

MSP NO. 89618.REM

Prior Instrument Reference: Official Record Volume 5024, Page 251, Hamilton County, Ohio Records

REC'D FOR TR...
SUPPLEMENT NUMBER SEVEN TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR THE RESERVE OF TURPIN SUBDIVISION
(SECTION 5)
99 MAR 26 AM 9:00

HAMILTON COUNTY, OHIO
This Supplement to Declaration, is made this 6th day of February, 1999, by Fischer Development Company, a Kentucky corporation, hereinafter sometimes referred to as "Declarant".

WITNESSETH

REBECCA PREM GROPPE
HAMILTON COUNTY RECORDER
Doc #: 99 - 74323 Type: NT
Filed: 04/12/1999 12:06:27 PM \$ 22.00
Off. Rec.: 7934 2443 F K22 4 767

WHEREAS, Troon Partners, an Ohio general partnership, executed a Declaration of Covenants, Conditions and Restrictions and Reservation of Easements on May 25, 1993, (hereinafter referred to as the "Declaration"), which Declaration has been recorded in Official Record Volume 6311, Page 151 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, Troon Partners, an Ohio general partnership, executed Supplement Number One to the Declaration on June 24, 1994, which Supplement to Declaration has been recorded in Official Record Volume 6508, Page 1379 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, on November 30, 1994, Fischer Development Company became the successor Declarant to Troon Partners by virtue of acquiring all right, title and interest of Troon Partners in the Reserve of Turpin Subdivision, pursuant to deed recorded in Official Record Volume 6651, Page 222 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, on April 13, 1995, Declarant executed Supplement Number Two to the Declaration, which Supplement to Declaration has been recorded in Official Record Volume 6739, Page 69 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, on July 20, 1995, Declarant executed Supplement Number Three to the Declaration, which Supplement to Declaration has been recorded in Official Record Volume 6846, Page 1267 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, on January 21, 1997, Declarant executed Supplement Number Four to the Declaration, which Supplement to Declaration has been recorded in Official Record Volume 7254, Page 1073 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, on October 16, 1997, Declarant executed Supplement Number Five to the Declaration, which Supplement to Declaration has been recorded in Official Record Volume 7477, Page 696 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, on _____, Declarant executed Supplement Number Six to the Declaration, which Supplement to Declaration has been recorded in Official Record Volume _____, Page _____ of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, the Declarant is the owner of the real property described in the attached Exhibit "A"; and

WHEREAS, the Declarant desires to annex to the Declaration the real property described in the attached Exhibit "A", which constitutes a portion of the real property described in Exhibit "B" to the Declaration, in accordance with the provisions of Article II, Section 3 of the Declaration;

NOW, THEREFORE, the Declarant hereby declares that the real property described in the attached Exhibit "A" is hereby annexed to and made subject to the provisions of the Declaration.

The above described real property shall be held, sold and conveyed subject to the covenants, conditions and restrictions and reservation of easements contained in the Declaration, which shall run with such real property and shall be binding on all parties having any right, title or interest in such real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

THIS DOCUMENT HAS BEEN:

7934 2443

RECEIVED MAR 26, 1999

Plat Book
3444
pp 41, 42

TRANSFERED _____
HAMILTON COUNTY AUDITORS OFFICE



DESCRIPTION FOR: Fischer Development Company

LOCATION: The Reserve of Turpin Townhomes
Section 5 (1.9384 Acres)

Situate in Morrow Military Survey No. 618, City of Cincinnati, Anderson Township, Hamilton County, Ohio and being part of Lot 2 of Marlett Subdivision as recorded in Plat Book 222, Page 100, Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning at an iron pin, at the northeast corner of Lot 24G of The Reserve of Turpin Townhomes, Section 4B, as recorded in Plat Book ~~342~~, Pages ~~35-36~~, said point also being in the south line of The Reserve of Turpin, Block C, as recorded in P.B. 312, Page 74 & 75, Hamilton County, Ohio Recorders Office;

Thence, in part along the south line of said Block C, South 73°37'00" East, 189.60 feet to an iron pin;

Thence, South 12°30'00" East, 176.34 feet to an iron pin;

Thence, South 86°22'45" East, 124.18 feet to an iron pin;

Thence along an arc deflecting to the left, having a radius of 15.00 feet, a distance of 25.97 feet, the chord of said arc bears North 44°01'45" East, 22.84 feet to a point;

Thence along an arc deflecting to the right, having a radius of 225.00 feet, a distance of 86.28 feet, the chord of said arc bears South 05°25'26" West, 85.76 feet to a point;

Thence along an arc deflecting to the left, having a radius of 15.00 feet, a distance of 26.91 feet, the chord of said arc bears North 34°59'05" West, 23.44 feet to an iron pin;

Thence, North 86°22'45" West, 124.38 feet to an iron pin;

Thence, South 35°10'00" West, 209.66 feet to an iron pin at the northeast corner of Lot 28 of The Reserve of Turpin Townhomes, Section 4, as recorded in Plat Book 334, Page 88 & 89, Hamilton County, Ohio Recorder's Office;

Thence along the lines of said Section 4, the following five (5) courses and distances;

1. North 64°05'00" West, 152.12 feet to a spike in Walnut View Court;
2. North 35°27'00" East, 10.30 feet to a point;

7934 2445

Engineers • Architects • Surveyors • Planners • Landscape Architects

3700 Park 42 Drive • Suite 1908
Cincinnati, Ohio 45241-2097
513.759.0004 • Fax 513.563.7099

Page 2

The Reserve of Turpin Townehomes
Section 5 (1.9384 Acres)

3. along an arc deflecting to the left, having a radius of 100.00 feet, a distance of 20.71 feet, the chord of said arc bears North 29°31'00" East, 20.67 feet to a point;
4. North 23°35'00" East, 190.45 feet to a spike, at the centerline intersection of said Walnut View Court and Silverfox Drive;
5. along the centerline of said Silverfox Drive, North 71°53'00" West, 97.62 feet to a spike at the southeast corner of aforesaid Lot 24G;

Thence, with the east line of said Lot 24G, North 16°23'00" East, 155.30 feet to the point of beginning.

Containing 1.9384 Acres of land.

Subject to all restrictions and easements of record.

Prepared by: McGill Smith Punshon, Inc.
Date: January 29, 1999

89818803-CLJ-LEG-Section5.DOC

7934 2446

DUSTY RHODES
HAMILTON COUNTY AUDITOR
This Supplement to Declaration, is made this 8th day of February, 1999, by Fischer Development Company, a Kentucky corporation, hereinafter sometimes referred to as "Declarant".

WITNESSETH

WHEREAS, Troon Partners, an Ohio general partnership, executed a Declaration of Covenants, Conditions and Restrictions and Reservation of Easements on May 25, 1993, (hereinafter referred to as the "Declaration"), which Declaration has been recorded in Official Record Volume 6311, Page 151 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, Troon Partners, an Ohio general partnership, executed Supplement Number One to the Declaration on June 24, 1994, which Supplement to Declaration has been recorded in Official Record Volume 6508, Page 1379 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, on November 30, 1994, Fischer Development Company became the successor Declarant to Troon Partners by virtue of acquiring all right, title and interest of Troon Partners in the Reserve of Turpin Subdivision, pursuant to deed recorded in Official Record Volume 6651, Page 222 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, on April 13, 1995, Declarant executed Supplement Number Two to the Declaration, which Supplement to Declaration has been recorded in Official Record Volume 6739, Page 69 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, on July 20, 1995, Declarant executed Supplement Number Three to the Declaration, which Supplement to Declaration has been recorded in Official Record Volume 6846, Page 1267 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, on January 21, 1997, Declarant executed Supplement Number Four to the Declaration, which Supplement to Declaration has been recorded in Official Record Volume 7254, Page 1073 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, on October 16, 1997, Declarant executed Supplement Number Five to the Declaration, which Supplement to Declaration has been recorded in Official Record Volume 7477, Page 696 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, the Declarant is the owner of the real property described in the attached Exhibit "A"; and

WHEREAS, the Declarant desires to annex to the Declaration the real property described in the attached Exhibit "A", which constitutes a portion of the real property described in Exhibit "B" to the Declaration, in accordance with the provisions of Article II, Section 3 of the Declaration;

NOW, THEREFORE, the Declarant hereby declares that the real property described in the attached Exhibit "A" is hereby annexed to and made subject to the provisions of the Declaration.

The above described real property shall be held, sold and conveyed subject to the covenants, conditions and restrictions and reservation of easements contained in the Declaration, which shall run with such real property and shall be binding on all parties having any right, title or interest in such real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

TRUSTEE NOT NECESSARY.

89
DUSTY RHODES
COUNTY AUDITOR

* SEE PB 344 PGS 10-11

IN WITNESS WHEREOF, the said Fischer Development Company, a Kentucky corporation, has hereunto set its signature on the day and year first above written.

Signed and acknowledged
in the presence of:

FISCHER DEVELOPMENT COMPANY,
a Kentucky corporation

Fred E. Vellat
Name: Fred E. Vellat

By: Henry K. Fischer
Henry K. Fischer,
President

J. Karen Schultzy
Name: J. KAREN SCHULTZY

STATE OF KENTUCKY :
: SS
COUNTY OF KENTON :

The foregoing instrument was acknowledged before me this 17th day of FEBRUARY, 1999 by Henry K. Fischer, President of Fischer Development Company, a Kentucky corporation, on behalf of said corporation.

Linda E. Morehead
Notary Public

MY COMMISSION EXPIRES MARCH 10, 1999

This Instrument Prepared By:

Jody T. Klekamp, Esq.
Keating, Muething & Klekamp, P.L.L.
1400 Provident Tower
One East Fourth Street
Cincinnati, Ohio 45202
(513) 579-6954



614395.1 - February 11, 1999 - 4:14 pm



DESCRIPTION FOR: *Fischer Development Company*

LOCATION: *The Reserve of Turpin
Block "E" (6.8945 Acres)*

Situate in Massie's Military Survey No. 2276 and Morrow's Military Survey No. 618, City of Cincinnati, Anderson Township, Hamilton County, Ohio and being part of Lot 2 of Marlett Subdivision as recorded in Plat Book 222, Page 100, Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning at an iron pin at the southwest corner of Lot 126 of The Reserve of Turpin, Block D, as recorded in Plat Book 318, Page 9, Hamilton County, Ohio Recorders Office;

Thence, along the south lines of said Block D, the following four (4) courses and distances;

1. North 77°30'00" East, 188.07 feet to a point;
2. North 12°30'00" West, 7.41 feet to a point;
3. North 77°30'00" East, 142.57 feet to a point;
4. South 40°39'14" East, 59.06 feet to a point;

Thence, South 87°09'32" West, 18.29 feet to a point;

Thence, South 77°30'00" West, 22.40 feet to an iron pin;

Thence, South 12°30'00" East, 172.29 feet to an iron pin;

Thence, South 05°20'03" West, 50.60 feet to a point;

Thence, South 49°28'39" West, 21.53 feet to an iron pin;

Thence, North 86°22'45" West, 92.26 feet to an iron pin;

Thence, along an arc deflecting to the right, having a radius of 15.00 feet, a distance of 21.82 feet, the chord of said arc bears, North 44°41'50" West, 19.95 feet to a point;

Thence, along an arc deflecting to the right, having a radius of 275.00 feet, a distance of 76.12 feet, the chord of said arc bears, South 04°54'53" West, 75.88 feet to a point;

Thence, along an arc deflecting to the right, having a radius of 15.00 feet, a distance of 21.15 feet, the chord of said arc bears, North 53°13'58" East, 19.44 feet to an iron pin;

3-9-23

Page 2

The Reserve of Turpin
Block E (6.8945 Acres)

Thence, South $86^{\circ}22'45''$ East, 107.57 feet to an iron pin;

Thence, South $05^{\circ}20'03''$ West, 24.46 feet to an iron pin;

Thence, South $17^{\circ}41'05''$ West, 142.68 feet to an iron pin;

Thence, South $35^{\circ}10'00''$ West, 121.95 feet to an iron pin, at the northwest corner of the lands conveyed to John C. & Tina M. Hover, by deed recorded in O.R. 6114, Page 918, Hamilton County, Ohio Recorder's Office;

Thence, with the east line of said lands and the east line of the lands conveyed to Daniel B. & Irma F. Knox, by deed recorded in D.B. 3835, Page 266, Hamilton County, Ohio Recorder's office, South $04^{\circ}09'25''$ East, 190.34 feet, to an iron pin, at the northeast corner of Lot 1, of Marlette Subdivision, as recorded in Plat Book 222, Page 100, Hamilton County, Ohio Recorder's office;

Thence, with the north line of said subdivision, North $87^{\circ}25'25''$ West, 165.80 feet to an iron pin and South $42^{\circ}34'35''$ West, 58.35 feet to a point;

Thence, along an arc deflecting to the right, having a radius of 175.00 feet, a distance of 152.72 feet, the chord of said arc bears South $22^{\circ}25'25''$ East, 147.92 feet to a point in the north line of L.E. Martin's, 2nd Subdivision, as recorded in P.B. 70, Page 7, Hamilton County, Ohio Recorder's Office;

Thence, in part, with the north line of said subdivision, North $87^{\circ}25'25''$ West, 225.36 feet to an iron pin at the southeast corner of Lot 21G, of The Reserve of Turpin Townhomes, Section 3, as recorded in P.B. 329, Pages 41 & 42, Hamilton County, Ohio Recorder's Office;

Thence, with the east line of said Lot 21G, North $17^{\circ}57'00''$ West, 288.20 feet to an iron pin at the southeast corner of Lot 28, of The Reserve of Turpin Townhomes, Section 4, as recorded in P.B. 334, Pages 88 & 89, Hamilton County, Ohio Recorder's Office;

Thence, in part, with the east line of said Lot 28, North $35^{\circ}10'00''$ East, 437.39 feet to an iron pin;

Thence, South $86^{\circ}22'45''$ East, 124.38 feet to an iron pin;

Page 3

The Reserve of Turpin
Block E (6.8945 Acres)

Thence, along an arc deflecting to the right, having a radius of 15.00 feet, a distance of 26.91 feet, the chord of said arc bears South 34°59'05" East, 23.44 feet to a point;

Thence, along an arc deflecting to the left, having a radius of 225.00 feet, a distance of 86.28 feet, the chord of said arc bears North 05°25'26" East, 85.76 feet to a point;

Thence, along an arc deflecting to the right, having a radius of 15.00 feet, a distance of 25.97 feet, the chord of said arc bears South 44°01'45" West, 22.84 feet to an iron pin;

Thence, North 86°22'45" West, 124.18 feet to an iron pin;

Thence, North 12°30'00" West, 176.34 feet to an iron pin;

Thence, North 73°37'00" West, 4.32 feet to the southeast corner of Lot 127, of The Reserve of Turpin, Block C, as recorded in P.B. 312, Pages 74 & 75, Hamilton County, Ohio Recorder's Office;

Thence, with the east line of said Lot 127, North 14°27'55" East, 12.59 feet to the point of beginning.

Containing 6.8945 Acres of land.

Subject to all restrictions and easements of record.

Prepared by: McGill Smith Punshon, Inc.

Date: February 1, 1999

MSP No.: 89618.50

89618503-CL-LEG-Block E.DOC

SUPPLEMENT NUMBER FIVE TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR THE RESERVE OF TURPIN SUBDIVISION
(SECTION 4 AND BLOCK D, PART 2)

This supplement to Declaration, is made this 16th day of October 1997, by Fischer Development Company, a Kentucky corporation, hereinafter sometimes referred to as "Declarant".

WITNESSETH

REBECCA PREM GROPPE
HAMILTON COUNTY RECORDER
Doc #: 97 - 161884 Type: MT
Filed: 10/21/1997 10:39:57 AM \$ 30.00
Off. Rec.: 7477 696 F K22 6 311

WHEREAS, Troon Partners, an Ohio general partnership, executed a Declaration of Covenants, Conditions and Restrictions and Reservation of Easements on May 25, 1993, (hereinafter referred to as the "Declaration"), which Declaration has been recorded in Official Record Volume 6311, Page 151 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, Troon Partners, an Ohio general partnership, executed Supplement Number One to the Declaration on June 24, 1994, which Supplement to Declaration has been recorded in Official Record Volume 6508, Page 1379 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, on November 30, 1994, Fischer Development Company became the successor Declarant to Troon Partners by virtue of acquiring all right, title and interest of Troon Partners in the Reserve of Turpin Subdivision, pursuant to deed recorded in Official Record Volume 6651, Page 222 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, on April 13, 1995, Declarant executed Supplement Number Two to the Declaration, which Supplement to Declaration has been recorded in Official Record Volume 6739, Page 69 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, on July 20, 1995, Declarant executed Supplement Number Three to the Declaration, which Supplement to Declaration has been recorded in Official Record Volume 6846, Page 1267 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, on January 21, 1997, Declarant executed Supplement Number Four to the Declaration, which Supplement to Declaration has been recorded in Official Record Volume 7254, Page 1073 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, the Declarant is the owner of the real property described in the attached Exhibit "A" and Exhibit "A-1"; and

WHEREAS, the Declarant desires to annex to the Declaration the real property described in the attached Exhibit "A" and Exhibit "A-1", which constitutes a portion of the real property described in Exhibit "B" to the Declaration, in accordance with the provisions of Article II, Section 3 of the Declaration;

NOW, THEREFORE, the Declarant hereby declares that the real property described in the attached Exhibit "A" and Exhibit "A-1" is hereby annexed to and made subject to the provisions of the Declaration.

The above described real property shall be held, sold and conveyed subject to the covenants, conditions and restrictions and reservation of easements contained in the Declaration, which shall run with such real property and shall be binding on all parties having any right, title or interest in such real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

7477 696

IN WITNESS WHEREOF, the said Fischer Development Company, a Kentucky corporation, has hereunto set its signature on the day and year first above written.

Signed and acknowledged
in the presence of:

FISCHER DEVELOPMENT COMPANY,
a Kentucky corporation

J. Karen Reusch
Name: J. Karen Reusch

By: Henry K. Fischer
Henry K. Fischer,
President

M. L. Sprague
Name: M. L. Sprague

STATE OF KENTUCKY

SS

COUNTY OF KENTON

The foregoing instrument was acknowledged before me this 16th day of October, 1997 by Henry K. Fischer, President of Fischer Development Company, a Kentucky corporation, on behalf of said corporation.

Paul E. Monahan
Notary Public

MY COMMISSION EXPIRES MARCH 10, 1999

This Instrument Prepared By:

Jody Klekamp Stachler, Esq.
Keating, Muething & Klekamp, P.L.L.
1800 Provident Tower
One East Fourth Street
Cincinnati, Ohio 45202
(513) 579-6954

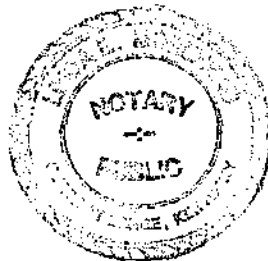


EXHIBIT A

McGill Smith Punshon, Inc.



DESCRIPTION FOR: Fischer Development Company

LOCATION: The Reserve of Turpin
Block D, Part 2

Situate in Military Survey No. 2276 and 2204, City of Cincinnati, Anderson Township, Hamilton County, Ohio and being part of Lot 2 of Marlett Subdivision as recorded in Plat Book 222, Page 100, Hamilton County, Ohio Recorder's Office and being more particularly described as follows;

Beginning at an existing iron pin at the northwest corner of Lot 77 of The Reserve of Turpin, Block D, as recorded in Plat Book 318, Page 9, Hamilton County, Ohio Recorder's Office;

Thence, with the lines of said Block D, the following twenty (20) courses and distances;

1. North $81^{\circ}09'23''$ West 105.81 feet to a point;
2. South $78^{\circ}42'50''$ West 109.76 feet to a point;
3. along an arc deflecting to the left, having a radius of 232.00 feet, a distance of 71.05 feet, the chord of said arc bears North $20^{\circ}03'35''$ West 70.77 feet to a point;
4. North $28^{\circ}50'00''$ West 6.47 feet to a point;
5. along an arc deflecting to the right, having a radius of 19.00 feet, a distance of 29.85 feet, the chord of said arc bears North $16^{\circ}10'00''$ East 26.87 feet to a point;
6. North $28^{\circ}50'00''$ West 50.00 feet to a point;
7. along an arc deflecting to the right, having a radius of 19.00 feet, a distance of 29.85 feet, the chord of said arc bears North $73^{\circ}50'00''$ West 26.87 feet to a point;
8. North $28^{\circ}50'00''$ West 93.43 feet to a point;
9. North $61^{\circ}10'00''$ East 85.02 feet to a point;
10. North $03^{\circ}24'23''$ East 104.77 feet to an iron pin;
11. North $57^{\circ}57'00''$ West 19.00 feet to a point;
12. North $20^{\circ}03'19''$ West 192.68 feet to a point;
13. North $28^{\circ}35'53''$ West 119.12 feet to a point;
14. North $82^{\circ}31'28''$ West 126.23 feet to a point;
15. South $55^{\circ}11'45''$ West 126.23 feet to a point;
16. South $10^{\circ}49'51''$ West 126.50 feet to an iron pin;
17. South $19^{\circ}12'00''$ East 230.40 feet to an iron pin;
18. South $28^{\circ}50'00''$ East 373.54 feet to a point;
19. South $53^{\circ}04'16''$ West 64.28 feet to a point;
20. North $73^{\circ}37'00''$ West 65.65 feet to an iron pin at the northeast corner of Lot 43 of The Reserve of Turpin, Block C, as recorded in Plat Book 312, Pages 74 & 75, Hamilton County, Ohio Recorder's Office;

Page 2

The Reserve of Turpin, Block D, Part 2

September 25, 1997

Thence, with the north lines of said Block C, the following four (4) courses and distances;

1. North 73°37'00" West 105.39 feet to a point;
2. North 68°21'36" West 78.43 feet to a point;
3. North 50°19'00" West 142.78 feet to a point;
4. North 38°08'51" West 51.15 feet to an iron pin at the southeast corner of Lot 35 of The Reserve of Turpin, Block B, as recorded in Plat Book 309, Pages 25 & 26, Hamilton County, Ohio Recorder's Office

Thence with the lines of said Block B, the following thirteen (13) courses and distances;

1. North 23°02'00" East 283.66 feet to an iron pin;
2. North 13°33'00" West 474.43 feet to an iron pin;
3. North 50°13'49" West 163.97 feet to a point;
4. South 73°10'05" West 156.96 feet to a point;
5. South 32°31'44" West 86.63 feet to a point;
6. South 17°12'48" East 188.61 feet to a point;
7. South 13°33'00" East 70.00 feet to a point;
8. South 17°38'08" East 62.05 feet to a point;
9. North 85°04'00" West 110.47 feet to a point;
10. North 04°56'00" East 162.79 feet to a point;
11. along an arc deflecting to the left, having a radius of 160.00 feet, a distance of 78.95 feet, the chord of said arc bears North 09°12'08" West 78.15 feet to a point;
12. North 23°20'15" West 280.76 feet to a point;
13. along an arc deflecting to the right, having a radius of 226.51 feet, a distance of 124.64 feet, the chord of said arc bears North 07°34'24" West 123.07 feet to a point in the north corporation line of the City of Cincinnati;

Thence, with the north and east corporation line, South 70°39'43" East 1493.06 feet to an iron pin and South 11°14'11" West 660.57 feet to the point of beginning.

Containing 13.863 acres of land.

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

Prepared by: McGill Smith Punshon, Inc.

Date: September 25, 1997

File No.: 89618.30

7477

699

EXHIBIT A-1

McGill Smith Punshon, Inc.



DESCRIPTION FOR: Fischer Development Company

LOCATION: The Reserve of Turpin Townehomes
Section 4

Situate in Military Survey No. 618 and 2276, City of Cincinnati, Anderson Township, Hamilton County, Ohio and being part of Lot 2 of Marlett Subdivision as recorded in Plat Book 222, Page 100, Hamilton County, Ohio Recorder's Office and being more particularly described as follows;

Beginning at the southwest corner of Lot 2 of The Reserve of Turpin, Block C, as recorded in Plat Book 312, Page 74, Hamilton County Recorder's Office;

Thence, with the south lines of said Block C, South 50°19'00" East 404.51 feet to an iron pin and South 73°37'00" East 108.97 feet to an iron pin;

Thence, South 16°23'00" West 155.30 feet to a spike;

Thence, South 71°53'00" East 97.62 feet to a spike;

Thence, South 23°35'00" West 190.45 feet to a point;

Thence, along an arc deflecting to the right, having a radius of 100.00 feet, a distance of 20.71 feet, the chord of said arc bears South 29°31'00" West 20.67 feet to a point;

Thence, South 35°27'00" West 10.30 feet to a spike;

Thence, South 64°05'00" East 152.12 feet to an iron pin;

Thence, South 35°10'00" West 227.73 feet to an iron pin at the north east corner of The Reserve of Turpin Townehomes, Section 3, as recorded in Plat Book 329, Pages 41 & 42, Hamilton County, Ohio Recorder's Office;

Thence, with the north line of said Section 3, North 79°20'10" West 85.00 feet to an iron pin and North 54°12'05" West 214.29 feet to an iron pin in the east line of The Reserve of Turpin Townehomes, Section 2D, as recorded in Plat Book 326, Pages 91 & 92, Hamilton County, Ohio Recorder's Office;

7477 700

Page 2

The Reserve of Turpin Townehomes, Section 4
September 25, 1997

Thence, with the east line of said Section 2D and the east line of The Reserve of Turpin Townehomes, Section 1E, as recorded in Plat Book 316, Pages 98 & 99, Hamilton County, Ohio Recorder's Office and the lines of The Reserve of Turpin Townehomes, Section 1F, as recorded in Plat Book 316, Pages 71 & 72, The Reserve of Turpin Townehomes, Section 1B, as recorded in Plat Book 312, Page 72, The Reserve of Turpin Townehomes, Section 1, as recorded in Plat Book 310, Pages 4 & 5, Hamilton County, Ohio Recorder's Office the following four (4) courses and distances;

1. North $31^{\circ}20'00''$ East 88.32 feet to an iron pin;
2. along an arc deflecting to the left, having a radius of 395.00 feet, a distance of 435.24 feet, the chord of said arc bears North $00^{\circ}14'00''$ West 413.56 feet to an iron pin;
3. North $31^{\circ}48'00''$ West 330.51 feet to an iron pin;
4. North $39^{\circ}41'00''$ East 14.29 feet to the point of beginning.

Containing 3.908 acres of land.

Subject to all easements and restrictions of record.

Prepared by: McGill Smith Punshon, Inc.

Date: September 25, 1997

File No.: 89618.60

126-171
148-111

SUPPLEMENT NUMBER FOUR TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR THE RESERVE OF TURPIN SUBDIVISION
(SECTION 3)

This supplement to Declaration, is made this 23rd day of November, 1996, by Fischer Development Company, a Kentucky corporation, hereinafter sometimes referred to as "Declarant".

WITNESSETH

WHEREAS, Troon Partners, an Ohio general partnership, executed a Declaration of Covenants, Conditions and Restrictions and Reservation of Easements on May 25, 1993, (hereinafter referred to as the "Declaration"), which Declaration has been recorded in Official Record Volume 6311, Page 151 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, Troon Partners, an Ohio general partnership, executed Supplement Number One to the Declaration on June 24, 1994, which Supplement to Declaration has been recorded in Official Record Volume 6508, Page 1379 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, on November 30, 1994, Fischer Development Company became the successor Declarant to Troon Partners by virtue of acquiring all right, title and interest of Troon Partners in the Reserve of Turpin Subdivision, pursuant to deed recorded in Official Record Volume 6651, Page 222 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, on April 13, 1995, Declarant executed Supplement Number Two to the Declaration, which Supplement to Declaration has been recorded in Official Record Volume 6739, Page 69 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, on July 20, 1995, Declarant executed Supplement Number Three to the Declaration, which Supplement to Declaration has been recorded in Official Record Volume 6846, Page 1267 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, the Declarant is the owner of the real property described in the attached Exhibit "A"; and

WHEREAS, the Declarant desires to annex to the Declaration the real property described in the attached Exhibit "A", which constitutes a portion of the real property described in Exhibit "B" to the Declaration, in accordance with the provisions of Article II, Section 3 of the Declaration;

NOW, THEREFORE, the Declarant hereby declares that the real property described in the attached Exhibit "A" is hereby annexed to and made subject to the provisions of the Declaration.

The above described real property shall be held, sold and conveyed subject to the covenants, conditions and restrictions and reservation of easements contained in the Declaration, which shall run with such real property and shall be binding on all parties having any right, title or interest in such real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, the said Fischer Development Company, a Kentucky corporation, has hereunto set its signature on the day and year first above written.

Signed and acknowledged
in the presence of:

FISCHER DEVELOPMENT COMPANY,
a Kentucky corporation

Jeffrey E. Talkers
Name: JEFFREY E. TALKERS

By: Henry K. Fischer
Henry K. Fischer,
President

Fred E. Vollat
Name: Fred E. Vollat

HAMILTON COUNTY RECORDER'S OFFICE
Doc #: 97 - 9201 Type: HT
Filed: 01/21/1997 12:31:21 PM \$ 10.00
Off. Rec. # 7254 1073 F K22 3 353

7254 PD 1073

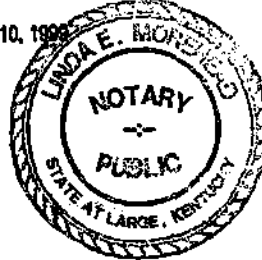
ok
WLS

STATE OF KENTUCKY :
 : SS
COUNTY OF KENTON :

The foregoing instrument was acknowledged before me this 13th day of December, 1996 by Henry K. Fischer, President of Fischer Development Company, a Kentucky corporation, on behalf of said corporation.

Linda E. Morehead
Notary Public

MY COMMISSION EXPIRES MARCH 10, 1998



This Instrument Prepared By:

Jody Klekamp Stachler, Esq.
Keating, Muething & Klekamp
1800 Provident Tower
One East Fourth Street
Cincinnati, Ohio 45202
(513) 579-6954

409594.1

SUPPLEMENT NUMBER ONE TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR THE RESERVE OF TURPIN SUBDIVISION
(BLOCK C)

This supplement to Declaration, is made this 24th day of June, 1994, by Troon Partners, an Ohio general partnership, hereinafter sometimes referred to as "Declarant".

W I T N E S S E T H

WHEREAS, the Declarant executed a Declaration of Covenants, Conditions and Restrictions and Reservation of Easements on May 25, 1993, (hereinafter referred to as the "Declaration"), which Declaration has been recorded in Official Record Volume 6311, Page 151 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, the Declarant is the owner of the real property described in the attached Exhibit "A"; and

WHEREAS, the Declarant desires to annex to the Declaration the real property described in the attached Exhibit "A", which constitutes a portion of the real property described in Exhibit "B" to the Declaration, in accordance with the provisions of Article II, Section 3 of the Declaration;

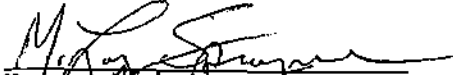
NOW, THEREFORE, the Declarant hereby declares that the real property described in the attached Exhibit "A" is hereby annexed to and made subject to the provisions of the Declaration.

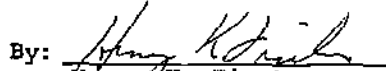
The above described real property shall be held, sold and conveyed subject to the covenants, conditions and restrictions and reservation of easements contained in the Declaration, which shall run with such real property and shall be binding on all parties having any right, title or interest in such real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.


IN WITNESS WHEREOF, the said Troon Partners, an Ohio general partnership, by all of its general partners, has hereunto set its signature on the day and year first above written.

Signed and acknowledged
in the presence of:


TROON PARTNERS
FISCHER DEVELOPMENT COMPANY
a Kentucky corporation,
general partner



Name: M. L. Sprague


By: 
Henry K. Fischer,
President


Name: FRED E. VOLLAT

HENRY FISCHER BUILDER, INC.
a Kentucky corporation,
general partner


Name: M. L. Sprague

By: 
Henry K. Fischer,
President


Name: FRED E. VOLLAT

STATE OF KENTUCKY :
: SS
COUNTY OF KENTON :

The foregoing instrument was acknowledged before me this 27th day of June, 1994 by Henry K. Fischer, President of Fischer Development Company, a Kentucky corporation, general partner in the Troon Partners, an Ohio general partnership, on behalf of said general partnership.

Mary Jo Wind Armes
Notary Public

STATE OF KENTUCKY :
: SS
COUNTY OF KENTON :

The foregoing instrument was acknowledged before me this 24th day of June, 1994 by Henry K. Fischer, President of Henry Fischer Builder, Inc., a Kentucky corporation, general partner in the Troon Partners, an Ohio general partnership, on behalf of said general partnership.

Mary Jo Wind Armes
Notary Public

This instrument was prepared by Stephen R. Hunt, Esq., Aronoff, Rosen & Stockdale, 1600 Star Bank Center, 425 Walnut Street, Cincinnati, Ohio 45202. 513-241-0400

11475 Northlake Drive
Cincinnati, Ohio 45249
513-489-8181
Fax 513-489-5582

EXHIBIT "A"

McGill Smith Punshon, Inc.



DESCRIPTION FOR: HENRY FISCHER BUILDER
LOCATION: THE RESERVE OF TURPIN - BLOCK C

Situate in R. Morrow Military Survey #618 and N. Massie Military Survey #2276, Anderson Township, City of Cincinnati, Hamilton County, Ohio and being part of Lot 2 of Marlett Subdivision as recorded in Plat Book 222, Page 100, Hamilton County Recorders Office and being more particularly described as follows:

Beginning at an iron pin at the southeast corner of Lot 35, of The Reserve of Turpin, Block B, as recorded in Plat Book 309, Pages 25 and 26, Hamilton County Recorders Office;

Thence, South 38°08'51" East, 51.15 feet to a point;

Thence, South 50°19'00" East, 142.78 feet to a point;

Thence, South 68°21'36" East, 78.43 feet to a point;

Thence, South 73°37'00" East, 105.39 feet to an iron pin;

Thence, South 16°23'00" West, 140.00 feet to an iron pin in the north right of way line of proposed Copperleaf Lane;

Thence, with said north line, South 73°37'00" East 46.95 feet and along an arc deflecting to the left, having a radius of 182.00 feet, a distance of 6.09 feet, the chord of said arc bears South 74°34'32" East, 6.09 feet to a point;

Thence, South 14°27'55" West 190.21 feet to an iron pin, passing an iron pin at 50.00 feet;

Thence, North 73°37'00" West 294.26 feet to an iron pin;

Thence, North 50°19'00" West 404.51 feet to a point in the easterly line of The Reserve of Turpin, Townhomes, Section 1, as recorded in Plat Book 310, Pages 4 and 5, Hamilton County Recorders Office;

Thence, with said easterly line, North 39°41'00" East 140.00 feet to a point in the south right-of-way line of Copperleaf Lane, said point also being in the southerly line of aforesaid The Reserve of Turpin, Block B;

Page 2
Henry Fischer Builder
The Reserve of Turpin, Block C

Thence, with the lines of said Block B the following three (3) courses and distances;

1. South 50°19'00" East 60.53 feet to a point;
2. North 39°41'00" East, 170.00 feet to a point;
3. South 75°39'28" East, 71.92 feet to the point of beginning.

Containing 4.313 acres of land.

Subject to all legal highways and easements of record.

Prepared by: McGill Smith Punshon, Inc.

Date: June 22, 1994

MSP No. 89618

EXHIBIT "A"

McGill Smith Punshon, Inc.



DESCRIPTION FOR: Fischer Development Company

LOCATION: Reserve of Turpin, Townehomes
Section 3

Situate in Morrow Military Survey No. 618, City of Cincinnati, Anderson Township, Hamilton County, Ohio and being part of Lot 2 of Marlett Subdivision as recorded in Plat Book 222, Page 100, Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning at a 1" iron pin at the southeast corner of Lot 18G of The Reserve of Turpin, Townehomes, Section 2B, as recorded in Plat Book 323, Pages 89 & 90, Hamilton County, Ohio Recorder's Office;

Thence, along the east line of said Section 2B, North 40°40'15" East 314.61 feet to a spike and North 41°42'00" West 4.38 feet to a southerly corner of The Reserve of Turpin, Townehomes, Section 2D, as recorded in Plat Book 326, Pages 91 & 92, Hamilton County, Ohio Recorder's Office;

Thence, along the south line of said Section 2D the following three (3) courses and distances:

1. North 70°26'00" East 147.44 feet to a point;
2. along an arc deflecting to the left having a radius of 168.00 feet, a distance of 114.65 feet, the chord of said arc bears North 50°53'00" East 112.44 feet to a point;
3. North 31°20'00" East 20.73 feet to a 1" iron pin;

Thence, South 54°12'05" East 214.29 feet to a 1" iron pin;

Thence, South 79°20'10" East 85.00 feet to a 1" iron pin;

Thence, South 17°57'00" East 288.20 feet to a 1" iron pin;

Thence North 87°25'25" West 786.02 feet to the point of beginning.

Containing 4.390 Acres of land.

Subject to all restrictions and easements of record.

Prepared by: McGill Smith Punshon, Inc.

Date: December 13, 1996

MSP No.: 89618.40

mw #: 89618390.doc

7254 PC 1075

MEMORANDUM

Date: February 24, 1995
From: Stephen R. Hunt, Esq.
To: Beth Willard
Subject: Reserve of Turpin - Phase 1E

The record plat for the Reserve of Turpin, Section 1E has been recorded in Plat Book 316, Pages 98 and 99 of the Hamilton County, Ohio Records.

SRH:mg

MEMORANDUM

Date: February 15, 1995
From: Stephen R. Hunt, Esq.
To: Beth Willard
Subject: Reserve of Turpin - Phase 1F

The record plat for the Reserve of Turpin, Section 1F has been recorded in Plat Book 316, Pages 71 and 72 of the Hamilton County, Ohio Records.

SRH:mg



DESCRIPTION FOR: Fischer Development Company

LOCATION: The Reserve of Turpin Townhomes
Section 5 (1.9384 Acres)

Situate in Morrow Military Survey No. 618, City of Cincinnati, Anderson Township, Hamilton County, Ohio and being part of Lot 2 of Marlett Subdivision as recorded in Plat Book 222, Page 100, Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning at an iron pin, at the northeast corner of Lot 24G of The Reserve of Turpin Townhomes, Section 4B, as recorded in Plat Book ~~342~~, Pages ~~35-36~~, said point also being in the south line of The Reserve of Turpin, Block C, as recorded in P.B. 312, Page 74 & 75, Hamilton County, Ohio Recorders Office;

Thence, in part along the south line of said Block C, South 73°37'00" East, 189.60 feet to an iron pin;

Thence, South 12°30'00" East, 176.34 feet to an iron pin;

Thence, South 86°22'45" East, 124.18 feet to an iron pin;

Thence along an arc deflecting to the left, having a radius of 15.00 feet, a distance of 25.97 feet, the chord of said arc bears North 44°01'45" East, 22.84 feet to a point;

Thence along an arc deflecting to the right, having a radius of 225.00 feet, a distance of 86.28 feet, the chord of said arc bears South 05°25'26" West, 85.76 feet to a point;

Thence along an arc deflecting to the left, having a radius of 15.00 feet, a distance of 26.91 feet, the chord of said arc bears North 34°59'05" West, 23.44 feet to an iron pin;

Thence, North 86°22'45" West, 124.38 feet to an iron pin;

Thence, South 35°10'00" West, 209.66 feet to an iron pin at the northeast corner of Lot 28 of The Reserve of Turpin Townhomes, Section 4, as recorded in Plat Book 334, Page 88 & 89, Hamilton County, Ohio Recorder's Office;

Thence along the lines of said Section 4, the following five (5) courses and distances;

1. North 64°05'00" West, 152.12 feet to a spike in Walnut View Court;
2. North 35°27'00" East, 10.30 feet to a point;

7934 2445

Engineers • Architects • Surveyors • Planners • Landscape Architects

3700 Park 42 Drive • Suite 1908
Cincinnati, Ohio 45241-2097
513.759.0004 • Fax 513.563.7099

Page 2

The Reserve of Turpin Townehomes
Section 5 (1.9384 Acres)

3. along an arc deflecting to the left, having a radius of 100.00 feet, a distance of 20.71 feet, the chord of said arc bears North 29°31'00" East, 20.67 feet to a point;
4. North 23°35'00" East, 190.45 feet to a spike, at the centerline intersection of said Walnut View Court and Silverfox Drive;
5. along the centerline of said Silverfox Drive, North 71°53'00" West, 97.62 feet to a spike at the southeast corner of aforesaid Lot 24G;

Thence, with the east line of said Lot 24G, North 16°23'00" East, 155.30 feet to the point of beginning.

Containing 1.9384 Acres of land.

Subject to all restrictions and easements of record.

Prepared by: McGill Smith Punshon, Inc.
Date: January 29, 1999

88818603-CU4.EG-Section5.DOC

7934 2446



DESCRIPTION FOR: Fischer Development Company

LOCATION: The Reserve of Turpin
Block "E" (6.8945 Acres)

Situate in Massie's Military Survey No. 2276 and Morrow's Military Survey No. 618, City of Cincinnati, Anderson Township, Hamilton County, Ohio and being part of Lot 2 of Marlett Subdivision as recorded in Plat Book 222, Page 100, Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning at an iron pin at the southwest corner of Lot 126 of The Reserve of Turpin, Block D, as recorded in Plat Book 318, Page 9, Hamilton County, Ohio Recorders Office;

Thence, along the south lines of said Block D, the following four (4) courses and distances;

1. North 77°30'00" East, 188.07 feet to a point;
2. North 12°30'00" West, 7.41 feet to a point;
3. North 77°30'00" East, 142.57 feet to a point;
4. South 40°39'14" East, 59.06 feet to a point;

Thence, South 87°09'32" West, 18.29 feet to a point;

Thence, South 77°30'00" West, 22.40 feet to an iron pin;

Thence, South 12°30'00" East, 172.29 feet to an iron pin;

Thence, South 05°20'03" West, 50.60 feet to a point;

Thence, South 49°28'39" West, 21.53 feet to an iron pin;

Thence, North 86°22'45" West, 92.26 feet to an iron pin;

Thence, along an arc deflecting to the right, having a radius of 15.00 feet, a distance of 21.82 feet, the chord of said arc bears, North 44°41'50" West, 19.95 feet to a point;

Thence, along an arc deflecting to the right, having a radius of 275.00 feet, a distance of 76.12 feet, the chord of said arc bears, South 04°54'53" West, 75.88 feet to a point;

Thence, along an arc deflecting to the right, having a radius of 15.00 feet, a distance of 21.15 feet, the chord of said arc bears, North 53°13'58" East, 19.44 feet to an iron pin;

3-9-23

Page 2

The Reserve of Turpin
Block E (6.8945 Acres)

Thence, South $86^{\circ}22'45''$ East, 107.57 feet to an iron pin;

Thence, South $05^{\circ}20'03''$ West, 24.46 feet to an iron pin;

Thence, South $17^{\circ}41'05''$ West, 142.68 feet to an iron pin;

Thence, South $35^{\circ}10'00''$ West, 121.95 feet to an iron pin, at the northwest corner of the lands conveyed to John C. & Tina M. Hover, by deed recorded in O.R. 6114, Page 918, Hamilton County, Ohio Recorder's Office;

Thence, with the east line of said lands and the east line of the lands conveyed to Daniel B. & Irma F. Knox, by deed recorded in D.B. 3835, Page 266, Hamilton County, Ohio Recorder's office, South $04^{\circ}09'25''$ East, 190.34 feet, to an iron pin, at the northeast corner of Lot 1, of Marlette Subdivision, as recorded in Plat Book 222, Page 100, Hamilton County, Ohio Recorder's office;

Thence, with the north line of said subdivision, North $87^{\circ}25'25''$ West, 165.80 feet to an iron pin and South $42^{\circ}34'35''$ West, 58.35 feet to a point;

Thence, along an arc deflecting to the right, having a radius of 175.00 feet, a distance of 152.72 feet, the chord of said arc bears South $22^{\circ}25'25''$ East, 147.92 feet to a point in the north line of L.E. Martin's, 2nd Subdivision, as recorded in P.B. 70, Page 7, Hamilton County, Ohio Recorder's Office;

Thence, in part, with the north line of said subdivision, North $87^{\circ}25'25''$ West, 225.36 feet to an iron pin at the southeast corner of Lot 21G, of The Reserve of Turpin Townhomes, Section 3, as recorded in P.B. 329, Pages 41 & 42, Hamilton County, Ohio Recorder's Office;

Thence, with the east line of said Lot 21G, North $17^{\circ}57'00''$ West, 288.20 feet to an iron pin at the southeast corner of Lot 28, of The Reserve of Turpin Townhomes, Section 4, as recorded in P.B. 334, Pages 88 & 89, Hamilton County, Ohio Recorder's Office;

Thence, in part, with the east line of said Lot 28, North $35^{\circ}10'00''$ East, 437.39 feet to an iron pin;

Thence, South $86^{\circ}22'45''$ East, 124.38 feet to an iron pin;

Page 3

The Reserve of Turpin
Block E (6.8945 Acres)

Thence, along an arc deflecting to the right, having a radius of 15.00 feet, a distance of 26.91 feet, the chord of said arc bears South 34°59'05" East, 23.44 feet to a point;

Thence, along an arc deflecting to the left, having a radius of 225.00 feet, a distance of 86.28 feet, the chord of said arc bears North 05°25'26" East, 85.76 feet to a point;

Thence, along an arc deflecting to the right, having a radius of 15.00 feet, a distance of 25.97 feet, the chord of said arc bears South 44°01'45" West, 22.84 feet to an iron pin;

Thence, North 86°22'45" West, 124.18 feet to an iron pin;

Thence, North 12°30'00" West, 176.34 feet to an iron pin;

Thence, North 73°37'00" West, 4.32 feet to the southeast corner of Lot 127, of The Reserve of Turpin, Block C, as recorded in P.B. 312, Pages 74 & 75, Hamilton County, Ohio Recorder's Office;

Thence, with the east line of said Lot 127, North 14°27'55" East, 12.59 feet to the point of beginning.

Containing 6.8945 Acres of land.

Subject to all restrictions and easements of record.

Prepared by: McGill Smith Punshon, Inc.

Date: February 1, 1999

MSP No.: 89618.50

89618503-CLI-LEG-Block E.DOC

126 / 191

(2)

REC'D FOR SUPPLEMENT NUMBER SEVEN TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR THE RESERVE OF TURPIN SUBDIVISION
(SECTION 5)

99 MAR 26 AM 9:00

SUPPLEMENT TO DECLARATION, is made this 6th day of February, 1999, by Fischer Development Company, a Kentucky corporation, hereinafter sometimes referred to as "Declarant".

WITNESSETH

REBECCA PREN GRIPPE
HAMILTON COUNTY RECORDER
Doc # 99 - 74323 Type: HT
Filed: 04/12/1999 12:06:27 PM \$ 22.00
Off. Rec.: 7934 2443 F K22 4 767

WHEREAS, Troon Partners, an Ohio general partnership, executed a Declaration of Covenants, Conditions and Restrictions and Reservation of Easements on May 25, 1993, (hereinafter referred to as the "Declaration"), which Declaration has been recorded in Official Record Volume 6311, Page 151 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, Troon Partners, an Ohio general partnership, executed Supplement Number One to the Declaration on June 24, 1994, which Supplement to Declaration has been recorded in Official Record Volume 6508, Page 1379 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, on November 30, 1994, Fischer Development Company became the successor Declarant to Troon Partners by virtue of acquiring all right, title and interest of Troon Partners in the Reserve of Turpin Subdivision, pursuant to deed recorded in Official Record Volume 6651, Page 222 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, on April 13, 1995, Declarant executed Supplement Number Two to the Declaration, which Supplement to Declaration has been recorded in Official Record Volume 6739, Page 69 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, on July 20, 1995, Declarant executed Supplement Number Three to the Declaration, which Supplement to Declaration has been recorded in Official Record Volume 6846, Page 1267 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, on January 21, 1997, Declarant executed Supplement Number Four to the Declaration, which Supplement to Declaration has been recorded in Official Record Volume 7254, Page 1073 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, on October 16, 1997, Declarant executed Supplement Number Five to the Declaration, which Supplement to Declaration has been recorded in Official Record Volume 7477, Page 696 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, on _____, Declarant executed Supplement Number Six to the Declaration, which Supplement to Declaration has been recorded in Official Record Volume _____, Page _____ of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, the Declarant is the owner of the real property described in the attached Exhibit "A"; and

WHEREAS, the Declarant desires to annex to the Declaration the real property described in the attached Exhibit "A", which constitutes a portion of the real property described in Exhibit "B" to the Declaration, in accordance with the provisions of Article II, Section 3 of the Declaration;

NOW, THEREFORE, the Declarant hereby declares that the real property described in the attached Exhibit "A" is hereby annexed to and made subject to the provisions of the Declaration.

The above described real property shall be held, sold and conveyed subject to the covenants, conditions and restrictions and reservation of easements contained in the Declaration, which shall run with such real property and shall be binding on all parties having any right, title or interest in such real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

THIS DOCUMENT HAS BEEN:

7934 2443

RECEIVED MAR 26, 1999

Plat Book 344 pp 41, 42

TRANSFERED SUB
HAMILTON COUNTY AUDITORS OFFICE

150-207

REC'D SUPPLEMENT NUMBER SIX TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR THE RESERVE OF TURPIN SUBDIVISION (BLOCK E)

REBECCA PREN BROPPE HAMILTON COUNTY RECORDER Doc # 99 - 63062 Typed DE Filed: 03/25/1999 8:40:08 AM \$ 26.00 OFF. Rec.: 7921 568 F K22 5 141

This supplement to Declaration, is made this 8th day of February, 1999, by Fischer Development Company, a Kentucky corporation, hereinafter sometimes referred to as "Declarant".

WITNESSETH

WHEREAS, Troon Partners, an Ohio general partnership, executed a Declaration of Covenants, Conditions and Restrictions and Reservation of Easements on May 25, 1993, (hereinafter referred to as the "Declaration"), which Declaration has been recorded in Official Record Volume 6311, Page 151 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, Troon Partners, an Ohio general partnership, executed Supplement Number One to the Declaration on June 24, 1994, which Supplement to Declaration has been recorded in Official Record Volume 6508, Page 1379 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, on November 30, 1994, Fischer Development Company became the successor Declarant to Troon Partners by virtue of acquiring all right, title and interest of Troon Partners in the Reserve of Turpin Subdivision, pursuant to deed recorded in Official Record Volume 6651, Page 222 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, on April 13, 1995, Declarant executed Supplement Number Two to the Declaration, which Supplement to Declaration has been recorded in Official Record Volume 6739, Page 69 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, on July 20, 1995, Declarant executed Supplement Number Three to the Declaration, which Supplement to Declaration has been recorded in Official Record Volume 6846, Page 1267 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, on January 21, 1997, Declarant executed Supplement Number Four to the Declaration, which Supplement to Declaration has been recorded in Official Record Volume 7254, Page 1073 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, on October 16, 1997, Declarant executed Supplement Number Five to the Declaration, which Supplement to Declaration has been recorded in Official Record Volume 7477, Page 696 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, the Declarant is the owner of the real property described in the attached Exhibit "A"; and

WHEREAS, the Declarant desires to annex to the Declaration the real property described in the attached Exhibit "A", which constitutes a portion of the real property described in Exhibit "B" to the Declaration, in accordance with the provisions of Article II, Section 3 of the Declaration;

NOW, THEREFORE, the Declarant hereby declares that the real property described in the attached Exhibit "A" is hereby annexed to and made subject to the provisions of the Declaration.

The above described real property shall be held, sold and conveyed subject to the covenants, conditions and restrictions and reservation of easements contained in the Declaration, which shall run with such real property and shall be binding on all parties having any right, title or interest in such real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, I HAVE HEREUNTO SIGNED AND MY SEAL HEREUNTO AFFIXED, THIS 8th DAY OF FEBRUARY, 1999.

DUSTY RHODES COUNTY AUDITOR

* SEE PB 344 PGS 10-11

IN WITNESS WHEREOF, the said Fischer Development Company, a Kentucky corporation, has hereunto set its signature on the day and year first above written.

Signed and acknowledged
in the presence of:

FISCHER DEVELOPMENT COMPANY,
a Kentucky corporation

Fred E Vollat
Name: Fred E Vollat

By: Henry K Fischer
Henry K. Fischer,
President

J. Karen Schultz
Name: J. KAREN SCHULTZ

STATE OF KENTUCKY :
: SS
COUNTY OF KENTON :

The foregoing instrument was acknowledged before me this 17th day of FEBRUARY, 1999 by Henry K. Fischer, President of Fischer Development Company, a Kentucky corporation, on behalf of said corporation.

Linda E. Morehead
Notary Public

MY COMMISSION EXPIRES MARCH 10, 1999

This Instrument Prepared By:

Jody T. Klekamp, Esq.
Keating, Muething & Klekamp, P.L.L.
1400 Provident Tower
One East Fourth Street
Cincinnati, Ohio 45202
(513) 579-6954



614395.1 - February 11, 1999 - 4:14 pm

126,191

SUPPLEMENT NUMBER FIVE TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR THE RESERVE OF TURPIN SUBDIVISION (SECTION 4 AND BLOCK D, PART 2)

This supplement to Declaration, is made this 16th day of October 1997, by Fischer Development Company, a Kentucky corporation, hereinafter sometimes referred to as "Declarant".

WITNESSETH

REBECCA PREM GROPPE
HAMILTON COUNTY RECORDER
Doc #: 97 - 161884 Type: MT
Filed: 10/21/1997 10:39:57 AM \$ 30.00
Off. Rec. #: 7477 696 F K22 6 311

WHEREAS, Troon Partners, an Ohio general partnership, executed a Declaration of Covenants, Conditions and Restrictions and Reservation of Easements on May 25, 1993, (hereinafter referred to as the "Declaration"), which Declaration has been recorded in Official Record Volume 6311, Page 151 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, Troon Partners, an Ohio general partnership, executed Supplement Number One to the Declaration on June 24, 1994, which Supplement to Declaration has been recorded in Official Record Volume 6508, Page 1379 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, on November 30, 1994, Fischer Development Company became the successor Declarant to Troon Partners by virtue of acquiring all right, title and interest of Troon Partners in the Reserve of Turpin Subdivision, pursuant to deed recorded in Official Record Volume 6651, Page 222 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, on April 13, 1995, Declarant executed Supplement Number Two to the Declaration, which Supplement to Declaration has been recorded in Official Record Volume 6739, Page 69 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, on July 20, 1995, Declarant executed Supplement Number Three to the Declaration, which Supplement to Declaration has been recorded in Official Record Volume 6846, Page 1267 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, on January 21, 1997, Declarant executed Supplement Number Four to the Declaration, which Supplement to Declaration has been recorded in Official Record Volume 7254, Page 1073 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, the Declarant is the owner of the real property described in the attached Exhibit "A" and Exhibit "A-1"; and

WHEREAS, the Declarant desires to annex to the Declaration the real property described in the attached Exhibit "A" and Exhibit "A-1", which constitutes a portion of the real property described in Exhibit "B" to the Declaration, in accordance with the provisions of Article II, Section 3 of the Declaration;

NOW, THEREFORE, the Declarant hereby declares that the real property described in the attached Exhibit "A" and Exhibit "A-1" is hereby annexed to and made subject to the provisions of the Declaration.

The above described real property shall be held, sold and conveyed subject to the covenants, conditions and restrictions and reservation of easements contained in the Declaration, which shall run with such real property and shall be binding on all parties having any right, title or interest in such real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, the said Fischer Development Company, a Kentucky corporation, has hereunto set its signature on the day and year first above written.

Signed and acknowledged in the presence of:

FISCHER DEVELOPMENT COMPANY, a Kentucky corporation

J. Karen Reusch
Name: J. Karen Reusch

By: Henry K. Fischer
Henry K. Fischer,
President

M. L. Sprague
Name: M. L. Sprague

STATE OF KENTUCKY :
: SS
COUNTY OF KENTON :

The foregoing instrument was acknowledged before me this 16th day of October, 1997 by Henry K. Fischer, President of Fischer Development Company, a Kentucky corporation, on behalf of said corporation.

Paula E. Mowhead
Notary Public

MY COMMISSION EXPIRES MARCH 10, 1999

This Instrument Prepared By:

Jody Klekamp Stachler, Esq.
Keating, Muething & Klekamp, P.L.L.
1800 Provident Tower
One East Fourth Street
Cincinnati, Ohio 45202
(513) 579-6954

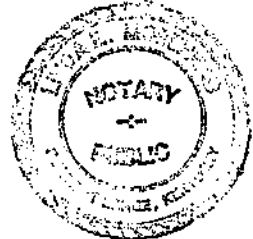


EXHIBIT A

McGill Smith Punshon, Inc.



DESCRIPTION FOR: Fischer Development Company

LOCATION: The Reserve of Turpin
Block D, Part 2

Situate in Military Survey No. 2276 and 2204, City of Cincinnati, Anderson Township, Hamilton County, Ohio and being part of Lot 2 of Marlett Subdivision as recorded in Plat Book 222, Page 100, Hamilton County, Ohio Recorder's Office and being more particularly described as follows;

Beginning at an existing iron pin at the northwest corner of Lot 77 of The Reserve of Turpin, Block D, as recorded in Plat Book 318, Page 9, Hamilton County, Ohio Recorder's Office;

Thence, with the lines of said Block D, the following twenty (20) courses and distances;

1. North 81°09'23" West 105.81 feet to a point;
2. South 78°42'50" West 109.76 feet to a point;
3. along an arc deflecting to the left, having a radius of 232.00 feet, a distance of 71.05 feet, the chord of said arc bears North 20°03'35" West 70.77 feet to a point;
4. North 28°50'00" West 6.47 feet to a point;
5. along an arc deflecting to the right, having a radius of 19.00 feet, a distance of 29.85 feet, the chord of said arc bears North 16°10'00" East 26.87 feet to a point;
6. North 28°50'00" West 50.00 feet to a point;
7. along an arc deflecting to the right, having a radius of 19.00 feet, a distance of 29.85 feet, the chord of said arc bears North 73°50'00" West 26.87 feet to a point;
8. North 28°50'00" West 93.43 feet to a point;
9. North 61°10'00" East 85.02 feet to a point;
10. North 03°24'23" East 104.77 feet to an iron pin;
11. North 57°57'00" West 19.00 feet to a point;
12. North 20°03'19" West 192.68 feet to a point;
13. North 28°35'53" West 119.12 feet to a point;
14. North 82°31'28" West 126.23 feet to a point;
15. South 55°11'45" West 126.23 feet to a point;
16. South 10°49'51" West 126.50 feet to an iron pin;
17. South 19°12'00" East 230.40 feet to an iron pin;
18. South 28°50'00" East 373.54 feet to a point;
19. South 53°04'16" West 64.28 feet to a point;
20. North 73°37'00" West 65.65 feet to an iron pin at the northeast corner of Lot 43 of The Reserve of Turpin, Block C, as recorded in Plat Book 312, Pages 74 & 75, Hamilton County, Ohio Recorder's Office;

Page 2

The Reserve of Turpin, Block D, Part 2

September 25, 1997

Thence, with the north lines of said Block C, the following four (4) courses and distances;

1. North 73°37'00" West 105.39 feet to a point;
2. North 68°21'36" West 78.43 feet to a point;
3. North 50°19'00" West 142.78 feet to a point;
4. North 38°08'51" West 51.15 feet to an iron pin at the southeast corner of Lot 35 of The Reserve of Turpin, Block B, as recorded in Plat Book 309, Pages 25 & 26, Hamilton County, Ohio Recorder's Office

Thence with the lines of said Block B, the following thirteen (13) courses and distances;

1. North 23°02'00" East 283.66 feet to an iron pin;
2. North 13°33'00" West 474.43 feet to an iron pin;
3. North 50°13'49" West 163.97 feet to a point;
4. South 73°10'05" West 156.96 feet to a point;
5. South 32°31'44" West 86.63 feet to a point;
6. South 17°12'48" East 188.61 feet to a point;
7. South 13°33'00" East 70.00 feet to a point;
8. South 17°38'08" East 62.05 feet to a point;
9. North 85°04'00" West 110.47 feet to a point;
10. North 04°56'00" East 162.79 feet to a point;
11. along an arc deflecting to the left, having a radius of 160.00 feet, a distance of 78.95 feet, the chord of said arc bears North 09°12'08" West 78.15 feet to a point;
12. North 23°20'15" West 280.76 feet to a point;
13. along an arc deflecting to the right, having a radius of 226.51 feet, a distance of 124.64 feet, the chord of said arc bears North 07°34'24" West 123.07 feet to a point in the north corporation line of the City of Cincinnati;

Thence, with the north and east corporation line, South 70°39'43" East 1493.06 feet to an iron pin and South 11°14'11" West 660.57 feet to the point of beginning.

Containing 13.863 acres of land.

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

Prepared by: McGill Smith Punshon, Inc.

Date: September 25, 1997

File No.: 89618.30

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EXHIBIT A-1

McGill Smith Punshon, Inc.



DESCRIPTION FOR: Fischer Development Company

LOCATION: The Reserve of Turpin Townehomes
Section 4

Situate in Military Survey No. 618 and 2276, City of Cincinnati, Anderson Township, Hamilton County, Ohio and being part of Lot 2 of Marlett Subdivision as recorded in Plat Book 222, Page 100, Hamilton County, Ohio Recorder's Office and being more particularly described as follows;

Beginning at the southwest corner of Lot 2 of The Reserve of Turpin, Block C, as recorded in Plat Book 312, Page 74, Hamilton County Recorder's Office;

Thence, with the south lines of said Block C, South 50°19'00" East 404.51 feet to an iron pin and South 73°37'00" East 108.97 feet to an iron pin;

Thence, South 16°23'00" West 155.30 feet to a spike;

Thence, South 71°53'00" East 97.62 feet to a spike;

Thence, South 23°35'00" West 190.45 feet to a point;

Thence, along an arc deflecting to the right, having a radius of 100.00 feet, a distance of 20.71 feet, the chord of said arc bears South 29°31'00" West 20.67 feet to a point;

Thence, South 35°27'00" West 10.30 feet to a spike;

Thence, South 64°05'00" East 152.12 feet to an iron pin;

Thence, South 35°10'00" West 227.73 feet to an iron pin at the north east corner of The Reserve of Turpin Townehomes, Section 3, as recorded in Plat Book 329, Pages 41 & 42, Hamilton County, Ohio Recorder's Office;

Thence, with the north line of said Section 3, North 79°20'10" West 85.00 feet to an iron pin and North 54°12'05" West 214.29 feet to an iron pin in the east line of The Reserve of Turpin Townehomes, Section 2D, as recorded in Plat Book 326, Pages 91 & 92, Hamilton County, Ohio Recorder's Office;

7477 700

Page 2

The Reserve of Turpin Townehomes, Section 4
September 25, 1997

Thence, with the east line of said Section 2D and the east line of The Reserve of Turpin Townehomes, Section 1E, as recorded in Plat Book 316, Pages 98 & 99, Hamilton County, Ohio Recorder's Office and the lines of The Reserve of Turpin Townehomes, Section 1F, as recorded in Plat Book 316, Pages 71 & 72, The Reserve of Turpin Townehomes, Section 1B, as recorded in Plat Book 312, Page 72, The Reserve of Turpin Townehomes, Section 1, as recorded in Plat Book 310, Pages 4 & 5, Hamilton County, Ohio Recorder's Office the following four (4) courses and distances;

1. North $31^{\circ}20'00''$ East 88.32 feet to an iron pin;
2. along an arc deflecting to the left, having a radius of 395.00 feet, a distance of 435.24 feet, the chord of said arc bears North $00^{\circ}14'00''$ West 413.56 feet to an iron pin;
3. North $31^{\circ}48'00''$ West 330.51 feet to an iron pin;
4. North $39^{\circ}41'00''$ East 14.29 feet to the point of beginning.

Containing 3.908 acres of land.

Subject to all easements and restrictions of record.

Prepared by: McGill Smith Punshon, Inc.

Date: September 25, 1997

File No.: 89618.60

126-191
148-111

**SUPPLEMENT NUMBER FOUR TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR THE RESERVE OF TURPIN SUBDIVISION
(SECTION 3)**

This supplement to Declaration, is made this 23rd day of November, 1996, by Fischer Development Company, a Kentucky corporation, hereinafter sometimes referred to as "Declarant".

WITNESSETH

WHEREAS, Troon Partners, an Ohio general partnership, executed a Declaration of Covenants, Conditions and Restrictions and Reservation of Easements on May 25, 1993, (hereinafter referred to as the "Declaration"), which Declaration has been recorded in Official Record Volume 6311, Page 151 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, Troon Partners, an Ohio general partnership, executed Supplement Number One to the Declaration on June 24, 1994, which Supplement to Declaration has been recorded in Official Record Volume 6508, Page 1379 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, on November 30, 1994, Fischer Development Company became the successor Declarant to Troon Partners by virtue of acquiring all right, title and interest of Troon Partners in the Reserve of Turpin Subdivision, pursuant to deed recorded in Official Record Volume 6651, Page 222 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, on April 13, 1995, Declarant executed Supplement Number Two to the Declaration, which Supplement to Declaration has been recorded in Official Record Volume 6739, Page 69 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, on July 20, 1995, Declarant executed Supplement Number Three to the Declaration, which Supplement to Declaration has been recorded in Official Record Volume 6846, Page 1267 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, the Declarant is the owner of the real property described in the attached Exhibit "A"; and

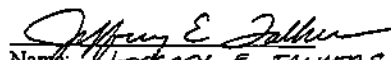
WHEREAS, the Declarant desires to annex to the Declaration the real property described in the attached Exhibit "A", which constitutes a portion of the real property described in Exhibit "B" to the Declaration, in accordance with the provisions of Article II, Section 3 of the Declaration;

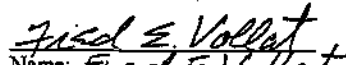
NOW, THEREFORE, the Declarant hereby declares that the real property described in the attached Exhibit "A" is hereby annexed to and made subject to the provisions of the Declaration.

The above described real property shall be held, sold and conveyed subject to the covenants, conditions and restrictions and reservation of easements contained in the Declaration, which shall run with such real property and shall be binding on all parties having any right, title or interest in such real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

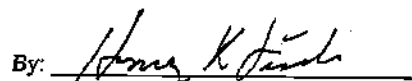
IN WITNESS WHEREOF, the said Fischer Development Company, a Kentucky corporation, has hereunto set its signature on the day and year first above written.

Signed and acknowledged
in the presence of:


Name: JEFFREY E. TALKERS


Name: FRED E. VOLLAT

FISCHER DEVELOPMENT COMPANY,
a Kentucky corporation

By: 
Henry K. Fischer,
President

HAMILTON COUNTY RECORDER'S OFFICE
Doc #: 97 - 9201 Type: MT
Filed: 01/21/1997 12:31:21 PM \$ 18.00
Off. Rec.: 7254 1073 F K22 3 353

EXHIBIT "A"

McGill Smith Punshon, Inc.



DESCRIPTION FOR: Fischer Development Company

LOCATION: Reserve of Turpin, Townehomes
Section 3

Situate in Morrow Military Survey No. 618, City of Cincinnati, Anderson Township, Hamilton County, Ohio and being part of Lot 2 of Marlett Subdivision as recorded in Plat Book 222, Page 100, Hamilton County, Ohio Recorder's Office and being more particularly described as follows:

Beginning at a 1" iron pin at the southeast corner of Lot 18G of The Reserve of Turpin, Townehomes, Section 2B, as recorded in Plat Book 323, Pages 89 & 90, Hamilton County, Ohio Recorder's Office;

Thence, along the east line of said Section 2B, North 40°40'15" East 314.61 feet to a spike and North 41°42'00" West 4.38 feet to a southerly corner of The Reserve of Turpin, Townehomes, Section 2D, as recorded in Plat Book 326, Pages 91 & 92, Hamilton County, Ohio Recorder's Office;

Thence, along the south line of said Section 2D the following three (3) courses and distances:

1. North 70°26'00" East 147.44 feet to a point;
2. along an arc deflecting to the left having a radius of 168.00 feet, a distance of 114.65 feet, the chord of said arc bears North 50°53'00" East 112.44 feet to a point;
3. North 31°20'00" East 20.73 feet to a 1" iron pin;

Thence, South 54°12'05" East 214.29 feet to a 1" iron pin;

Thence, South 79°20'10" East 85.00 feet to a 1" iron pin;

Thence, South 17°57'00" East 288.20 feet to a 1" iron pin;

Thence North 87°25'25" West 786.02 feet to the point of beginning.

Containing 4.390 Acres of land.

Subject to all restrictions and easements of record.

Prepared by: McGill Smith Punshon, Inc.

Date: December 13, 1996

MSP No.: 89618.40

mw #: 89618390.doc

7254 PG 1075

MEMORANDUM

Date: February 24, 1995
From: Stephen R. Hunt, Esq.
To: Beth Willard
Subject: Reserve of Turpin - Phase 1E

The record plat for the Reserve of Turpin, Section 1E has been recorded in Plat Book 316, Pages 98 and 99 of the Hamilton County, Ohio Records.

SRH:mg

MEMORANDUM

Date: February 15, 1995
From: Stephen R. Hunt, Esq.
To: Beth Willard
Subject: Reserve of Turpin - Phase 1F

The record plat for the Reserve of Turpin, Section 1F has been recorded in Plat Book 316, Pages 71 and 72 of the Hamilton County, Ohio Records.

SRH:mg

SUPPLEMENT NUMBER ONE TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR THE RESERVE OF TURPIN SUBDIVISION
(BLOCK C)

This supplement to Declaration, is made this 21st day of June, 1994, by Troon Partners, an Ohio general partnership, hereinafter sometimes referred to as "Declarant".

W I T N E S S E T H

WHEREAS, the Declarant executed a Declaration of Covenants, Conditions and Restrictions and Reservation of Easements on May 25, 1993, (hereinafter referred to as the "Declaration"), which Declaration has been recorded in Official Record Volume 6311, Page 151 of the Records of the Recorder of Hamilton County, Ohio; and

WHEREAS, the Declarant is the owner of the real property described in the attached Exhibit "A"; and


WHEREAS, the Declarant desires to annex to the Declaration the real property described in the attached Exhibit "A", which constitutes a portion of the real property described in Exhibit "B" to the Declaration, in accordance with the provisions of Article II, Section 3 of the Declaration;

NOW, THEREFORE, the Declarant hereby declares that the real property described in the attached Exhibit "A" is hereby annexed to and made subject to the provisions of the Declaration.

The above described real property shall be held, sold and conveyed subject to the covenants, conditions and restrictions and reservation of easements contained in the Declaration, which shall run with such real property and shall be binding on all parties having any right, title or interest in such real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

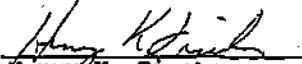
IN WITNESS WHEREOF, the said Troon Partners, an Ohio general partnership, by all of its general partners, has hereunto set its signature on the day and year first above written.

Signed and acknowledged
in the presence of:



Name: M. L. Sprague


Fred E. Vollat
Name: FRED E. VOLLAT

TROON PARTNERS
FISCHER DEVELOPMENT COMPANY
a Kentucky corporation,
general partner

By: 
Henry K. Fischer,
President

HENRY FISCHER BUILDER, INC.
a Kentucky corporation,
general partner

By: 
Henry K. Fischer,
President


Name: M. L. Sprague

Fred E. Vollat
Name: FRED E. VOLLAT

STATE OF KENTUCKY :
 : SS
COUNTY OF KENTON :

The foregoing instrument was acknowledged before me this 27th day of June, 1994 by Henry K. Fischer, President of Fischer Development Company, a Kentucky corporation, general partner in the Troon Partners, an Ohio general partnership, on behalf of said general partnership.

Mary Jo Wind Omes
Notary Public

STATE OF KENTUCKY :
 : SS
COUNTY OF KENTON :

The foregoing instrument was acknowledged before me this 27th day of June, 1994 by Henry K. Fischer, President of Henry Fischer Builder, Inc., a Kentucky corporation, general partner in the Troon Partners, an Ohio general partnership, on behalf of said general partnership.

Mary Jo Wind Omes
Notary Public

11475 Northlake Drive
Cincinnati, Ohio 45249
513-489-8181
Fax 513-489-5582

EXHIBIT "A"

McGill Smith Punshon, Inc.



DESCRIPTION FOR: HENRY FISCHER BUILDER
LOCATION: THE RESERVE OF TURPIN - BLOCK C

Situate in R. Morrow Military Survey #618 and N. Massie Military Survey #2276, Anderson Township, City of Cincinnati, Hamilton County, Ohio and being part of Lot 2 of Marlett Subdivision as recorded in Plat Book 222, Page 100, Hamilton County Recorders Office and being more particularly described as follows:

Beginning at an iron pin at the southeast corner of Lot 35, of The Reserve of Turpin, Block B, as recorded in Plat Book 309, Pages 25 and 26, Hamilton County Recorders Office;

Thence, South 38°08'51" East, 51.15 feet to a point;

Thence, South 50°19'00" East, 142.78 feet to a point;

Thence, South 68°21'36" East, 78.43 feet to a point;

Thence, South 73°37'00" East, 105.39 feet to an iron pin;

Thence, South 16°23'00" West, 140.00 feet to an iron pin in the north right of way line of proposed Copperleaf Lane;

Thence, with said north line, South 73°37'00" East 46.95 feet and along an arc deflecting to the left, having a radius of 182.00 feet, a distance of 6.09 feet, the chord of said arc bears South 74°34'32" East, 6.09 feet to a point;

Thence, South 14°27'55" West 190.21 feet to an iron pin, passing an iron pin at 50.00 feet;

Thence, North 73°37'00" West 294.26 feet to an iron pin;

Thence, North 50°19'00" West 404.51 feet to a point in the easterly line of The Reserve of Turpin, Townhomes, Section 1, as recorded in Plat Book 310, Pages 4 and 5, Hamilton County Recorders Office;

Thence, with said easterly line, North 39°41'00" East 140.00 feet to a point in the south right-of-way line of Copperleaf Lane, said point also being in the southerly line of aforesaid The Reserve of Turpin, Block B;

Page 2
Henry Fischer Builder
The Reserve of Turpin, Block C

Thence, with the lines of said Block B the following three (3) courses and distances;

1. South 50°19'00" East, 60.53 feet to a point;
2. North 39°41'00" East, 170.00 feet to a point;
3. South 75°39'28" East, 71.92 feet to the point of beginning.

Containing 4.313 acres of land.

Subject to all legal highways and easements of record.

Prepared by: McGill Smith Punshon, Inc.

Date: June 22, 1994

MSP No. 89618