

THIS INSTRUMENT PREPARED BY:

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FAIRWAYS OF CROOKED TREE

HOME OWNER ASSOCIATION

PART I-A

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FAIRWAYS OF CROOKED TREE HOMEOWNERS ASSOCIATION

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**DECLARATION OF
COVENANTS, CONDECTIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR
FAIRWAYS OF CROOKED TREE**

THIS DECLARATION, made on the date hereinafter set forth by RNJC, INC., hereinafter referred to as “Declarant”.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Mason, County of Warren, State of Ohio, which is more particularly described in “Exhibit A” attached.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real 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

1.1 “Association” shall mean and refer to Fairways of Crooked Tree, its successors and assigns.

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

1.3 “Properties” shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.4 “Common Area” shall mean all real property (including the improvements thereto) owned by the Association in fee or by easement for the common use and enjoyment of the owners.

1.5 “Lot” shall mean and refer to any plot of land upon any recorded or preliminarily approved subdivision map of the Properties with the exception of the Common Area.

1.6 “Declarant” shall mean and refer to RNJC, Inc., Trustee, its successors and assigns.

1.7 “Architectural Committee” shall mean an approval body composed as follows: initially and until all lots in Fairways of Crooked Tree and subsequent annexations are sold and become developed lots, the architectural committee shall consist of the Declarant or his designate, after which the architectural committee shall consist of two or more representatives of the Association. After all lots are sold and become developed lots, the architectural committee shall be in accordance with Article V of this document.

ARTICLE II

PROPERTY RIGHTS

2.1 Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

2.1.1 the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

2.1.2 the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

2.2 Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the accordance with the By-Laws, his right of enjoyment to the Common Area and Facilities to the members of his family, his tenants or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

3.1 Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

3.2 The Association shall have three classes of voting membership:

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

3.2.2 Class B Member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A Membership when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B membership, inclusive of all property annexed pursuant to Declarant's rights of annexation.

3.2.3. Class C Member(s) shall be all Owners of all lots in the adjoining subdivision, Crooked Tree Estates, who have contracted to be founding members of the recreational facilities and are in good standing. Class C Member(s) shall be entitled to one vote per lot and limited to matters regarding recreational facilities.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENT

4.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned with the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deeds, is deemed to covenant and agree to pay to the

Association: (1) annual assessments or charges, (2) special assessments for capital improvements, and (3) special assessments for repair or replacement of capital improvements, such assessments to be established and collected as hereafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be charged on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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

4.3 Maximum Annual Assessment. The maximum annual assessment to an owner shall be Two Hundred Thirty Dollars (\$230.00) per lot of which Fifty Dollars (\$50.00) ("common area fee") shall be fixed for the maintenance of entry monument, detention and other common easement areas and One Hundred Eighty Dollars (\$180.00) shall be fixed for maintenance, repair, upkeep and operation of all recreational facilities and grounds.

The "common area fee" shall not become due and payable until January 1,

1997 and shall be fixed at an annual rate of Fifty Dollars (\$50. 00) for three (3) years. After three (3) years, this fee may not be increased more than Ten Percent (10%) per year without a vote.

The “recreational fee” shall not become due and payable until January 1, 1997 and shall be fixed at an annual rate of One Hundred Eighty Dollars (\$180.00) per year for three (3) years for all residents and those parties designated as “founding members”. After three (3) years, this fee may not increase more than Ten Percent (10%) without a vote. Class C Members shall have rights of continued membership in the recreational facilities including the right to pass their membership on to purchasers of their residence as long as they maintain yearly membership without interruption in any year. Failure to maintain membership voids their Class C Membership.

Special assessments for repair or replacement of common area improvements and recreational area improvements provided by the developer may be assessed with a sixty (60) day notice to an owner by declarant with no vote necessary.

Annual and special assessments shall be assessed uniformly to each lot except for those lots owned by developer and unoccupied lots owned by builders.

4.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to the year only for the purpose of defraying,

in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting called for this purpose.

4.5 Notice and Quorum for Any Action Authorized Under Sections 4.3 and 4.4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3 or 4.4 shall be sent to all members not less-than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.6 Uniform Rate of Assessment. Both annual and special assessment must be fixed at a uniform rate for all Lots except for Developer and Builder-Owned Lots and may be collected on a monthly basis.

4.7 Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of January, 1997. The Board of Directors or Declarant shall fix the amount of

the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment and shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors or Declarant. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

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

4.9 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as the payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the liens thereof.

ARTICLE V

ARCHITECTURAL CONTROL

5.1 Approval Required. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approval in writing by the appropriate entity. Review of new construction shall be by the Declarant. Such plans and specification shall be reviewed as to harmony of external design and location in relation to surrounding structures and topography in accordance with the requirements hereinafter set forth. In the event that the Declarant fails to approve or disapprove said plans or specifications within thirty (30) days after submission, approval will not be required and this Article shall be deemed fully complied with.

5.2 The following requirements shall be applicable to the Property:

5.2.1 General Conditions: Each Lot shall be used only for residential purposes. No building shall be erected, altered, placed or be permitted to remain on any Lot other than one detached single family dwelling not to exceed two and one-half (2 1/2) stories with a private garage for not less than two (2) cars which is to be attached to the principal dwelling.

5.2.2 House Placement: All buildings shall be placed a distance at least equal to the building setback line shown on the recorded plat of Fairways of Crooked Tree, the existing road right-of-way and no nearer than fifteen (15) feet

from any side boundary line or thirty (30) feet from any rear boundary line. No deviation from this requirement shall be allowed except by written approved variance from the City of Mason.

5.2.3 Yard Grading: Houses shall conform to existing grade and drainage patterns. Existing grades at lot lines shall not be altered more than three (3) feet without written consent Each Lot owner and/or builder shall endeavor to retain as much of the natural wood as is practical.

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

5.2.5 Driveways: Gravel, dirt, or blacktop driveways are prohibited. Driveways shall be concrete, brick or pavers.

5.2.6 Water Discharge The discharge of downspouts and sump drains into the street curb or sanitary sewer is prohibited. Storm water must be disposed of in accordance with drainage plans on file with the (City of Mason) Engineer. Natural storm water drainageways shall be maintained in such a manner that does not interfere with the normal flow of water.

5.2.7 Radio, Television Antennas and Satellite Dishes: All radio and television and other antennas shall be enclosed with the residence located on the Lot. Satellite receivers are prohibited in front and side yards and are permissible only in the rear yard, not visible from the street and subject to approval by the architectural committee regarding location, screening and size. Satellite Dishes exceeding two (2) feet diameter will be prohibited.

5.2.8 Air Conditioning and Heat Pump Equipment: Such equipment shall be located only in side or rear yards, except for corner yards.

5.2.9 Utilities: All public accessed utilities, specifically electrical, telephone and television cables shall be underground from existing service lines at nearest Street point to primary residence on each Lot and shall be at the expense of each owner.

5.2.10 Awnings: No metal or plastic awnings for windows, doors or patios may be erected or used. Canvas awnings may be used on any Lot subject to prior written approval.

5.2.11 Lighting Exterior: Exterior lighting is permitted provided that elimination does not extend beyond the residence property boundaries. Christmas lights may be erected after Thanksgiving and removed no later than the end of January. Mercury vapor yard lights in excess of fifty (50) watts are prohibited.

5.2.12 Completion: Construction of a residential building on any tract shall be completed within one year from the date construction is started.

ARTICLE VI

USE RESTRICTIONS AND MAINTENANCE

6.1 Restrictions. The Property shall be subject to the following restrictions.

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

6.1.2 Nuisance. No obnoxious or offensive activity of any kind shall be engaged in on any Lot nor shall any Owner or occupant thereof engage in any activities that interfere with the quiet enjoyment, comfort and health of the occupants of adjacent neighboring Lots and must remain in continuing compliance with all applicable governmental zoning and planning laws.

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

6.1.4 Sub-Dividing of Lots. No lots shall be sub-divided into smaller lots or parcels except to be joined to an existing full size lot adjacent thereto.

6.1.5 Signage. No sign of any kind shall be displayed to the public view on any Lot except: (A) One (1) sign of not more than four (4) square feet advertising the property for sale; (B) Signs used by the builder and/or developer to advertise the property during the construction or sale period. Use of the above signage and other temporary signage shall be subject to the approval of the City of Mason.

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

6.1.7 Storage Sheds. Storage sheds are prohibited except for small storage sheds for the sole purpose of housing inground pool pumps and equipment.

6.1.8 Maintenance. Each and every Lot and house thereon shall be maintained by the Owner thereof in a reasonable manner in accordance with the general standards of maintenance prevailing throughout the Property. All Lots shall be kept free of debris and clutter and shall be kept mowed.

6.1.9 Fencing, Storage, Pools. No fences or other Lot dividers, swing sets, clothes hanging fixtures or swimming pools may be erected or installed by any Lot owner unless such owner has first obtained the written approval. The Declarant and Association shall promulgate guidelines for fence styles which may deny or restrict installation on specific Lots. All allowed fencing shall be to the rear of the dwelling. Exceptions may be made for corner Lots. Chain link fences and above ground pools are prohibited. Inground pools are allowed subject to developer's approval of placement and fence enclosure design.

Installation of permanent recreational equipment such as sand boxes and swing sets shall be limited to rear yards only.

6.1.10 Landscaping. All homes are to receive a minimum of front yard landscaping, and shrubbery and the seeding or sodding of all disturbed ground. Landscaping includes a minimum of two (2) trees either saved or planted in each Lot.

6.1.11 Automobiles, Recreational Vehicles, Boats, Travel Trailers. No recreational vehicle, boat, travel trailer or truck (one ton or larger) shall be parked or stored on any Lot unless the same is garaged and completely out of view. Provided however that a trailer or truck may be parked during normal working hours when necessary in connection with moving, construction, remodeling or repairs of any structure, household appliance or furnishings.

6.1.11(a) Parking Spaces. Each dwelling shall provide a minimum of four (4) off-street parking spaces (minimum size is 9' x 19') exclusive of garage.

6. 1.11(b) Vehicle Storage/Repair. No vehicle in inoperable condition shall be stored on any Lot for a period in excess of ten (10) days and no vehicle repair, unless minor and inside the residence garage, shall be permitted by an Owner.

6.1.12 Garage and Yard Sales. There shall be no more than two (2) garage or yard sales held by the Owner or residents of any Lot during a one (1) year period.

6.2 Maintenance. The Properties shall be maintained as follows:

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

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

6.2.3 Common Areas and Retention Pond. The Common Areas and

the Retention Pond shall be maintained by the Association. The City of Mason assumes no legal obligation to maintain or repair any open drainage channels, or detention basins within the right-of-way or easement areas of any lot and no filling, structure, planting, Fencing, culvert or other material shall be placed or permitted to remain which may obstruct, retard, or divert the flow through said watercourse. It shall be the responsibility of the Declarant or Homeowners Association to continuously maintain the area of said right-of-way, easement, or detention basin within any lot.

ARTICLE VII

GENERAL PROVISIONS

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

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

7.3 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for

successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy percent (70%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy percent (70%) of the Lot Owners. Any amendment must be recorded.

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

necessary or proper to effectuate the provisions of this paragraph.

7.5 Annexation. The Declarant may, without the consent of the Owners, annex additional properties to the terms of this Declaration. Other residential properties and Common Area may be annexed to the Properties by the Association by a vote of two-thirds (2/3) of each class of membership. Such annexation shall be accomplished by the filing of a supplemental declaration with the Recorder of Warren County, Ohio. Any declaration by the Association shall be signed by the President who shall certify that the requisite vote was obtained. The members need not sign such declaration.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set his hand and seal this 29th day of May, 1997.

Signed and Acknowledged

in the Presence of:

Rex Mullen. Trustee

STATE OF OHIO)
)ss
COUNTY OF BUTLER)

The foregoing instrument was acknowledged before me this 29th day of May, 1997,
by Rex Mullen, Trustee. Signed by Tina M. Seiter – Notary Public

EXHIBIT "A"

Situated in Section 32, Town 4, Range 3, in the City of Mason, Deerfield Township, Warren County, Ohio and being more particularly described as follows:

Being all of Lots numbered One (1) through Twenty-One (21) of Fairways of Crooked Tree Part One, Block "A" as recorded in Plat Book 36, Pages 49 through 51 of the Plat Records of Warren County, Ohio.

Prior Instrument Reference: Book 1181 Page 378 of Deed Record of Warren County, Ohio.

<u>Number</u>	<u>Lot No.</u>	<u>Address</u>
12-32-148-001	1	5666 Bentwood Drive
12-32-148-002	2	5646 Bentwood Drive
12-32-202-009	3	5628 Bentwood Drive
12-32-202-010	4	5610 Bentwood Drive
12-32-202-011	5	5696 Bentwood Drive
12-32-202-012	6	5576 Bentwood Drive
12-32-202-013	7	5558 Bentwood Drive
12-32-202-014	8	5534 Bentwood Drive
12-32-202-015	9	5512 Bentwood Drive
12-32-202-016	10	5494 Bentwood Drive
12-32-202-017	11	5476 Bentwood Drive
12-32-214-016	12	5479 Bentwood Drive
12-32-214-017	13	5497 Bentwood Drive
12-32-214-018	14	5517 Bentwood Drive
12-32-214-019	15	5533 Bentwood Drive
12-32-214-020	16	5551 Bentwood Drive
12-32-214-021	17	5567 Bentwood Drive
12-32-214-022	18	5587 Bentwood Drive
12-32-214-023	19	5611 Bentwood Drive
12-32-214-024	20	5633 Bentwood Drive or 3204 Range Court
12-32-149-001	21	5669 Bentwood Drive or 3201 Range Court

RECEIVED & RECORDED
BETH DEGRAND
WARREN CO. RECORDER