

574
H08

**MASTER DECLARATION
OF
PROTECTIVE COVENANTS AND RESTRICTIONS
FOR THE
VILLAGES OF WINDING CREEK**

This instrument was prepared by:

Christopher P. Finney, Esq.
William J. Patterson, Esq.
FINNEY, STAGNARO,
SABA & KLUSMEIER CO., L.P.A.
2623 Erie Avenue
Cincinnati, Ohio 45208
(513) 533-2700

BOOK 4277 PAGE 476

Table of Contents

INDEX

	<u>Page</u>
ARTICLE I: Incorporation of Recitals	3
ARTICLE II: Property	3
2.1 Subject to Declaration	3
2.2 Annexation of Additional Land.....	3
2.3 Additional Covenants, Conditions, Restrictions, and Easements for Annexed Property.....	4
ARTICLE III: Architectural Review	4
3.1 Architectural Review Committee; Tenure.....	4
3.2 General Duties and Rights of the Architectural Review Committee.....	5
3.3 No Construction or Improvement except as Approved by ARC.....	5
3.4 Modifications	5
3.5 Submissions to Architectural Review Committee.....	6
3.6 ARC May Supplement Design and Construction Standards.....	6
3.7 ARC May Vary, Waive or Amend Design and Construction Standards.....	7
3.8 Time for Review of Design Plans	7
3.9 Changes in Approved Design Plans.....	8
3.10 Fee for Review.....	8
3.11 No Liability.....	8
3.12 Rules and Regulations.....	8
ARTICLE IV: Restrictions on Use, Design and Construction	8
4.1 Single Family Residence Uses	8
4.2 Secondary Buildings	9
4.3 Garage and Driveway.....	9
4.4 Roof	9
4.5 Neighboring Design.....	9
4.6 Building Materials; Finishes	9
4.7 Solar Panels.....	11
4.8 Fences and Walls	11
4.9 Signs.....	11
4.10 Swimming Pools.....	11
4.11 Basketball Goals	11
4.12 Mailboxes.....	11
4.13 Satellite Dishes.....	12
4.14 Recreational and Play Equipment.....	12
4.15 House Numbers Signs.....	12
4.16 Awnings.....	12
4.17 Yards, Grading, Landscaping, Seeding and Sodding.....	12
4.18 Further Subdivision.....	13
ARTICLE V: Prohibited Activities	13
5.1 Nuisance.....	13
5.2 Parking and Use of Trucks, Trailers, Boats and Other Vehicles.....	13
5.3 Trash and Garbage Containers.....	13
ARTICLE VI: Clean and Neat Premises	13
6.1 Trash	13
6.2 Mud and Debris.....	13
6.3 Grass and Weeds.....	14
6.4 Timing of Construction.....	14

6.5 Enforcement and Assessment.....	14
ARTICLE VII: Pets.....	14
ARTICLE VIII: Covenants and Restrictions for Ponds	14
8.1 Discharge of Pollutants	14
8.2 Water Level of Ponds.....	14
8.3 Use of Ponds	14
ARTICLE IX: Common Areas and Easements.....	15
9.1 Types of Common Amenities.....	15
9.2 Private Roadways.....	16
9.3 Perimeter Landscape Buffer.....	17
9.4 Stormwater.....	17
9.5 Right of Declarant to Add, Reduce and Relocate Easements.....	17
ARTICLE X: Property Owners' Master Association.....	18
10.1 Master Association.....	18
10.2 Membership Rights.....	18
10.3 Voting Rights.....	18
10.4 Maintenance.....	19
10.5 Liability Insurance	19
10.6 Bonding and Director and Officer Insurance.....	19
10.7 Ownership of Property.....	20
10.8 Expandability	20
10.9 Bylaws.....	21
ARTICLE XI: Assessments.....	21
11.1 Capital Contribution Assessments at Closing.....	21
11.2 General Basic Assessments.....	21
11.3 General Master Assessment	22
11.4 Division of Costs between Basic Amenities and Master Amenities.....	22
11.5 Special Assessments.....	22
11.6 Individual Lot Assessment.....	23
11.7 Property Exempt from Assessments.....	23
11.8 Non-Payment of Assessments and Penalty Assessments.....	23
11.9 Liens.....	23
11.10 Assessments for Sub-Associations	24
11.11 Personal Liability	24
ARTICLE XII: Declarant's Rights During Development Period.....	24
ARTICLE XIII: Assignment of Rights and Responsibilities of Declarant.....	24
ARTICLE XIV: Term and Amendment.....	24
14.1 Amendments by Declarant.....	25
ARTICLE XV: Covenants Running with Land and Enforcement.....	25
ARTICLE XVI: Non-liability of Declarant	26
ARTICLE XVII: Conflict	26
ARTICLE XVIII: Severability	27
Township Approval	29

Exhibits:

Exhibit A.....30
Exhibits B-1 through B-231
Exhibit C.....34
Exhibit D-135
Exhibit D-236
Exhibit D-337
Exhibit D-438
Exhibit D-539
Exhibit D-640
Exhibit D-741
Exhibit E42

BOOK 4277 PAGE 479

MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE VILLAGES OF WINDING CREEK

THIS MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE VILLAGES OF WINDING CREEK ("Declaration") is made this 10th day of July, 2006 by **BEAZER HOMES INVESTMENTS, LLC**, a Delaware limited liability company. The term "Declarant" as used herein refers to Beazer Homes Investments, LLC, or any successor or assigns to its rights hereunder as referenced in **Article 13**, below.

RECITALS

- A.** Declarant is the owner of certain property in both Montgomery County, Ohio by deed recorded on August 26, 2005 at Deed Microfiche #05-086099 and Warren County, Ohio by deed recorded on August 26, 2005 in Official Record Volume 3967, Page 295 totaling 609.8493 acres of real estate (the "Real Estate").
- B.** Declarant intends, but is not obligated, to develop and subdivide the Real Estate, or portions thereof, (or to have others develop and subdivide the Real Estate, or portions thereof) according to its approved site plan, which is attached hereto as **Exhibit A** (the "Site Plan"). As such, no party, including but without limitation, the owner of any Lot (hereafter defined), other homebuilder, real estate developer or governmental entity, may rely upon the entirety of the Real Estate being so developed as shown on the Site Plan.
- C.** For the purposes of this Declaration, the general plan of development for the Real Estate as set forth on the Site Plan shall be referred to as the "Development."
- D.** Declarant plans, but is not obligated, to conduct or permit such development and subdivision of the Real Estate over time in phases according to the Site Plan into multiple residential, commercial, and retail sections.
- E.** Declarant has subdivided a portion of the Real Estate as shown on the two (2) record plats for the Falls at Winding Creek, which were recorded at: (i) Plat Book 76, Pages 19 and 20 of the Warren County, Ohio records; and (ii) Plat Book 203, Pages 46 and 46-A of the Montgomery County, Ohio records.
- F.** Collectively, such record plats are hereinafter referred to as the "Plats;" all lots, common areas and any other property as shown on the Plats collectively are hereinafter referred to as the "Property," and all such Property is subject to this Declaration. Each subdivision as shown on any of the Plats attached hereto hereinafter will be referred to as a "Subdivision," and each lot of each such Subdivision is individually referred to as a "Lot." A Lot can be property designed for residential, multi-family, commercial, retail or other purposes as

designed for residential, multi-family, commercial, retail or other purposes as designated by Declarant. The legal descriptions for all such Property now subject to this Declaration are attached hereto as Exhibits B-1 through B-2. Declarant plans for the Development to contain up to ten or more different types of Lots, including up to eight different types of residential Lots. This Declaration contains some covenants that apply to all types of Lots and some covenants that apply only to a specific type of Lot. Therefore, the subdivided Property is identified by Lot number on the attached Exhibit C, with designations of Lot type for each Lot. These designations are hereinafter referred to as "Lot Types." Exhibit C also contains (i) designations as to whether such Lot may utilize the "Master Amenities, Common Areas and Easements," and must pay for the maintenance of the same, as noted in Section 9.1 and (ii) "Nominal Value" designations for each Lot for use as described in Section 11.2 and 11.3, below.

- G. In addition to the covenants and restrictions in this Declaration, (i) the Plats may contain certain easements, covenants, conditions and restrictions thereon and (ii) Declarant may, but is not obligated to, subject certain portions of the Property to additional covenants, conditions, restrictions, and easements, and a separate owners' association for any common improvements or services particular to that individual Subdivision, so long as the same does not: (i) conflict with the covenants, conditions, restrictions, and easements contained in the Plats and this Declaration or the by-laws, articles of incorporation or rules and regulations of the Master Association (hereafter defined); or (ii) usurp the powers or duties of the Master Association.
- H. The purpose of this Declaration is to subject the Property that is part of the Development to the covenants, conditions, restrictions, and easements contained herein.
- I. Additionally, Declarant reserves the right, in its sole discretion, to incorporate future phases of property ("Future Phases"), being additional portions of the Real Estate divided and designated by Declarant, into the Property that is subject to this Declaration. Such Future Phases will be both subject to covenants, conditions, restrictions, and easements set forth in this Declaration, and benefited by the right to use the Basic Amenities, Common Areas and Easements (as hereinafter defined) and, if so designated by Declarant, the Master Amenities, Common Areas and Easements (as hereinafter defined). Such addition will be in accordance with the procedures detailed in Section 2.2 of in this Declaration. Upon such incorporation, the term "Property" as used herein will include each such Future Phase, except as noted herein or as noted in such Supplemental Declaration (as hereinafter defined).

- J. Declarant desires to protect the Property by placing appropriate restrictions thereon as to use and improvement of the Lots for the benefit of all owners of the Property and any Future Phases.

DECLARATION

NOW, THEREFORE, Declarant hereby declares, reserves and imposes upon said Property, and makes the same subject to, the following covenants, conditions, restrictions, and easements:

1. **Incorporation of Recitals.** The recitations and defined terms set forth at the beginning of this Declaration are made a part hereof as though fully re-written herein.

2. **Property.**

2.1 **Subject to Declaration.** The Property which is, and shall be held, sold, conveyed or otherwise transferred or occupied and improved subject to this Declaration is particularly described in **Exhibit B-1** through **Exhibit B-2** attached hereto and by this reference is made a part hereof.

2.2 **Annexation of Additional Land.**

2.2.1 Declarant may, from time to time, annex Future Phases into the Property, by recording a supplement to this Declaration with the Records' Offices of Warren County, Ohio or Montgomery County, Ohio which such supplementary declaration shall extend the regime of some or all of the covenants, conditions, restrictions and easements to such annexed land, as determined by Declarant, in its sole discretion (a "Supplemental Declaration").

2.2.2 Declarant may also convey undeveloped portions of the Real Estate to third parties, who will develop the same. Such portions of the Real Estate then owned by third parties may also be annexed into the Property, by recording a Supplemental Declaration, provided that such Supplemental Declaration must have thereon the signature of the then-owner of the Property and Declarant.

2.2.3 In both such cases, the Supplemental Declaration shall extend the regime of some or all of the covenants, conditions, restrictions and easements to such annexed land and improvements, as determined by Declarant, in his sole discretion. Upon such annexation, (i) each such Future Phase will be subject to the covenants, conditions, restrictions, and easements set forth in this Declaration (except as may specifically be designated by Declarant in such supplement), (ii) each Lot in such Future Phase will be benefited by the Basic Amenities, Common Areas and Easements as set forth in **Section 9.1.1** and (iii) if specifically so designated in a Supplemental Declaration, each Lot in such Future Phase will be benefited by the Master Amenities, Common Areas and Easements as set forth in **Section 9.1.2**. Included within the foregoing, without limitation, are the following: each owner of a Lot in such Future Phase (except as specifically otherwise designated in such supplement for each Future Phase) (a) may utilize the Basic Amenities, Common Areas and Easements set forth herein and on the Plats, (b) if specifically so designated in a

Supplemental Declaration, may utilize the Master Amenities, Common Areas and Easements, (c) will pay all applicable assessments against his or her Lot, (d) may enforce the covenants, conditions, restrictions against other Lot owners (but not the Declarant), (e) may have such covenants, conditions, restrictions and easements enforced against him by any other Lot owner, the Master Association or the Declarant and (vi) will become a member of the Master Association (as hereafter defined). In addition, from the date of this Declaration until Declarant sells the last parcel of the Real Estate (the "Development Period") to a third party that intends to occupy the same, Declarant shall have the unilateral right, privilege, and option (but not the obligation), from time to time to annex additional land and improvements that are not included in the Real Estate into the Property and also may incorporate such annexed land and improvements as additional phases into the Property without the consent of the Master Association or any other Lot owners. Declarant shall have the unilateral right to transfer to any one or more other persons or entities its right, privilege, and option to annex additional land and improvements herein, provided such transferee or assignee shall be expressly designated by Declarant in writing to be successor to all or any part of Declarant's rights hereunder.

2.3 Additional Covenants, Conditions, Restrictions, and Easements for Annexed Property. Any Supplemental Declaration may contain such additional covenants, conditions, restrictions and easements against any such Future Phase, as Declarant, in its sole discretion, shall deem necessary or appropriate. Such Supplemental Declaration will not reduce, impair, limit, or otherwise revise the covenants, conditions, restrictions, and easements contained in this Declaration as to the Property subject to this Declaration prior to such Supplemental Declaration or usurp the rights and powers of the Master Association described herein as to the Property subject to this Declaration prior to such Supplemental Declaration.

3. Architectural Review.

3.1 Architectural Review Committee; Tenure. Declarant shall establish an architectural review committee, which shall consist of three (3) members, as appointed by Declarant from time to time (hereafter, the "ARC"). Notwithstanding the foregoing, for consideration by the ARC of improvements on any portion of the Property located in Clearcreek Township, there will be an additional representative designated by the Clearcreek Township Trustees serving on the ARC (the "Township Representative") (as long as Clearcreek Township then has a currently-designated representative). Clearcreek Township in Warren County, Ohio will have the right, from time to time, to appoint the Township Representative, and, at its option, to remove such Township Representative from the ARC. Declarant will have the right to remove any remaining member from the ARC. Except for the Township Representative, in the event of the removal, death or resignation of any person serving on the ARC, Declarant shall designate a successor, or successors, who shall have all of the authority and power of his or her predecessor(s). In the event the Township Representative's seat should become vacant for any reason, a successor shall be designated by Clearcreek Township. No person serving on the ARC shall be entitled to compensation for services performed pursuant to this Article 3. However, the ARC may employ one or more architects, engineers, attorneys, or other consultants to assist the ARC in carrying out its duties hereunder, and the Master Association shall pay such consultants for such services as they render to the ARC.

3.2 General Duties and Rights of the Architectural Review Committee. The ARC shall review, and thereafter approve or reject, the architectural and building plans for all homes, accessory structures, if any, other improvements and certain landscaping proposed to be constructed on the Property. Declarant may control and direct the ARC until such time as it no longer owns any portion of the Property or any additional land that may be annexed pursuant to Section 2.2. Should the Declarant decide to relinquish control of the ARC prior to the expiration of the control period stated above, it may do so by causing all of its members to resign upon written notice to the Master Association. After such time that Declarant relinquishes control of the ARC, the members of the ARC will thereafter be appointed, or removed, from time to time, by the Board of Trustees for the Master Association. The ARC may, from time to time, develop, adopt and promulgate architectural guidelines for use in the review and approval of construction and improvement projects that supplement this Declaration. Declarant and the Master Association shall have the right and power to enforce decisions of the ARC in courts of competent jurisdiction, subject to the limitations set forth herein.

3.3 No Construction or Improvement except as Approved by ARC. No party may improve, construct, make, modify, or alter any building or other improvements (including without limitation, houses, garages, secondary structures, decks, spas and hot tubs, swimming pools, playsets, swing sets, tree houses, playhouses (including temporary placement of rubber or plastic playhouses), trampolines, basketball goals, landscaping, streets, driveways, sidewalks, drainage facilities, utility facilities and installations, landscaping, fences, walks, fountains, statuary, flagpoles, exterior paint colors, coloration of exterior shingles, siding and other building materials) (collectively, the "Improvements") without the prior review and written approval of the ARC (the "Final Approval"). Notwithstanding the foregoing, seeding, sodding, and landscaping with plants under 18 inches in height when mature in existing landscaping beds will not require submission to the ARC. The ARC will conduct such review in accordance with this Declaration (as amended), any relevant Supplemental Declaration(s) (as amended), and such standards as may be promulgated by the Master Association, or the ARC. Such review and standards may include, without limitation (in the sole discretion of the ARC): general aesthetic character of the Improvements; placement, orientation and location of the Improvements on a Lot, landscaping species, location and arrangement, architectural style, elevations, grading plan, color, quality, style and composition of exterior materials, including (without limitation) roofs, walls, patios, sidewalks and driveways, location, style, composition and extent of fencing, roof line and orientation, and appropriateness of permitting any proposed structures or improvements. The ARC shall not be obligated under any circumstances to approve any Improvements if it determines, in its sole discretion, the same would detract from the overall character and aesthetics of the Development or any of the Subdivisions.

3.4 Modifications. The ARC shall also set standards, review, and act upon all proposed modifications or improvements to those Lots where a building or buildings have been constructed and sold and are owned by someone other than the Declarant, its successors or assigns, or another builder. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions or alterations, shall be submitted to the ARC for approval as to quality of workmanship and design, harmony of external design with existing structures and location in relation to surrounding structures, topography, and finished grade

elevation. Nothing contained herein shall be construed to limit the right of the Lot owner to remodel the interior of a building or to paint the interior of a building any color.

3.5 Submissions to Architectural Review Committee. Prior to the commencement of construction of any Improvement, an owner of a Lot shall deliver to the ARC in form and substance reasonably satisfactory to the ARC the number of complete sets hereinafter set forth of all of the following ("Design Plans"):

3.5.1 An overall plan for the design of the Improvements, which shall include:

a. a site plan showing the location, dimensions, orientation to boundary lines, and the set-back lines of proposed buildings, garages, other structures, driveways, sidewalks, fencing, and all other improvements;

b. design elevation of, a floor plan for, and description of the foundation, height, and size of each structure, including the living area square footage of each structure;

c. a description and sample of the exterior materials concept for each structure; and

d. drawings and details of all exterior surfaces, including the roof, showing elevations, and including the color, quality, and type of exterior construction materials.

3.5.2 A landscaping plan, which will include species, layout, location, size, and configuration of all proposed landscaping and landscaping materials detailing the proposed use and treatment of all portions of the Lot not to be covered by sod, structures, or sidewalk or driveway paving (the "Landscaping Plan"); and

3.5.3 All such other information as may be required by the ARC to enable the ARC to determine the location, scale, design, character, style and appearance of such Lot owner's intended improvements.

*All of the foregoing shall conform to the applicable provisions of this Declaration. The Lot owner shall supply as many sets of the foregoing, not to exceed three (3), as are requested by the ARC. If a Lot owner has failed to submit Design Plans for approval as required herein, the delay or failure of the ARC to exercise any of the powers granted by this **Article 3** shall not be deemed a waiver of the right to do so either before or after a building or other improvement in the Property, or any exterior addition to or alteration therein, has been completed.*

3.6 ARC May Supplement Design and Construction Standards. The ARC may specify requirements for the design and construction of Improvements in addition to those set forth herein, including without limitation any of the following: minimum setbacks, driveway access to adjacent street, the location, materials, height and extent of fences, walls or other screening devices,

garage access and the orientation and placement of structures with respect to streets, walks and structures on adjacent land. The ARC shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed (or imposed in any applicable Supplemental Declaration) or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in its judgment, with the overall character and aesthetics of each Subdivision or the Development as a whole.

3.7 ARC May Vary, Waive or Amend Design and Construction Standards. As necessary to account for any hardship from the strict application of any of the design and construction standards set forth herein upon the owner of a Lot, or to account for issues such as topography, natural obstructions, aesthetic or environmental considerations or any other basis, in the ARC's sole discretion, the ARC may vary, waive or amend design and construction standards set forth herein or as otherwise established by the ARC under Section 3.6, above. The ARC's decision on a requested variance, waiver or amendment shall be final, conclusive and binding. As with all decisions of the ARC, any variance, waiver or amendment must be in writing. If such variances are granted, no violation of the covenants, conditions, restrictions and easements contained in the Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of the Declaration for any purpose except as to the particular provision hereof covered by the variance (and shall apply only to the particular Lot in question), nor shall it affect in any way the Lot owner's obligation to comply with all governmental laws and regulations.

3.8 Time for Review of Design Plans. Upon submission by the Lot owner to the ARC of a Design Plan in conformity with Section 3.5, above, the ARC shall endeavor to review the same within thirty (30) days from receipt of plans and notify the Lot owner in writing whether the Design Plans are approved or disapproved. The ARC shall approve the plans if such plans do not violate the Declaration, the standards set forth in any applicable Supplemental Declaration, or the guidelines and criteria from time to time existing and established by the ARC, and are consistent with their judgment on aesthetic compatibility of the proposed improvements with other portions of each Subdivision, the Development as a whole, and/or improvements thereon. Any such disapproval shall set forth the specific reason or reasons for such disapproval. Any failure by the ARC to approve or disapprove the Design Plans in writing within such thirty (30) day period shall not constitute a waiver of the requirements of the Declaration. No construction of Improvements provided in the Design Plans (including those resubmitted under Section 3.9 below) shall be commenced until the receipt by such Lot owner of the Final Approval. In the event the ARC fails to either (i) approve or disapprove Design Plans submitted to it, or (ii) request additional information reasonably required within thirty (30) days after submission, such Design Plans shall be deemed disapproved. If the ARC shall disapprove any part of the Design Plans, the Lot owner may revise the Design Plans to incorporate such changes requested by the ARC and may deliver the required number of complete sets of revised Design Plans to the ARC. The ARC shall endeavor to review such revised Design Plans within thirty (30) days after their submission to determine the compliance of such revised Design Plans with the ARC's requested changes and the standards set forth above.

3.9 Changes in Approved Design Plans. A Lot owner shall secure the written approval of the ARC of any change or revisions in approved Design Plans in the manner provided in **Section 3.8** for the approval of Design Plans.

3.10 Fee for Review. The Master Association may establish and charge a reasonable fee for review by the ARC of the plans for any improvements. Payment of such fee shall be a condition to approval of any plans submitted.

3.11 No Liability. Neither Declarant, the Master Association or the trustees or officers thereof, the ARC or the members thereof shall be liable in damages to anyone submitting Design Plans to them for approval, or to any owner of a Lot by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such Design Plans, including specifically, but without limitation, consequences of any defect in any Design Plans. The approval of Design Plans shall not be deemed or construed to be an opinion, warranty, representation or statement that the Design Plans are technically sound, that the improvements described will be habitable or safe or that they comply with building, zoning, fire or other codes, statutes, ordinances, rules or regulations. Every person who submits Design Plans to the ARC for approval agrees, by submission of such Design Plans, and every Lot owner agrees, that he or she will not bring action or suit against Declarant, the Master Association, the ARC, or any of the members thereof to recover any such damages. In the event any such person or Lot owner violates this restriction, then such person or Lot owner shall be responsible for all fees and expenses (including attorneys fees) incurred by said defendants in defense of such action.

3.12 Rules and Regulations. The ARC may from time to time, in its sole discretion, adopt, amend and repeal rules and regulations interpreting and implementing the provisions of this **Article 3**.

4. **Restrictions on Use , Design and Construction.** In addition to mandatory ARC approval before any construction commences as provided in **Section 3.3**, above, and except as varied by the ARC pursuant to **Section 3.7**, above, all Lots and improvements hereunder at a minimum are subject to the restrictions set forth in this **Article 4** (except on portions of the Real Estate reserved for retail, commercial or multi-family purposes, which are subject to such alternate covenants as determined by Declarant, in its sole discretion). Because these restrictions are based upon a variety of factors, including without limitation zoning and other governmental restrictions, aesthetic concerns, and the layout of utilities and easements that benefit other Lots and the common areas, the failure by any Lot owner to strictly adhere to the foregoing may result in a forced removal of such improvements following their construction by the Master Association or the Declarant, which forced removal will be without compensation to such Lot owner, and will be at such Lot owner's expense.

4.1 Single Family Residence Uses. The Property described on the attached **Exhibits B-1 through B-2** may be used only for one single-family residence per Lot. This restriction will not apply to land in Future Phases unless such restriction is specifically set forth in a Supplemental Declaration as to such land. Any such amendment or Supplemental Declaration will be recorded as provided in **Section 2.2.1**, above, or **Section 14.1**, below.

4.2 Secondary Buildings. No structure of a temporary character and no secondary building, trailer, mobile home, tent, shack, barn, or outbuilding shall be permanently or temporarily erected, maintained, or installed on any Lot at any time except as may be approved by the ARC, but in no event shall any such approved structure be used as a residence, either temporarily or permanently. Notwithstanding the above, a Lot owner may be permitted to use a portion of his or her residence as a home office, provided such use is not visible from outside such residence, has no impact on traffic, parking, or noise levels, does not interfere with any other Lot owners' or occupants' use of his or her property, and does not violate any applicable zoning ordinance. The Master Association shall have the sole authority to determine whether any such use is in violation of this "home office" exception.

4.3 Garage and Driveway. In conjunction with the construction of a home on each residential Lot and prior to occupancy of such home, the owner of such Lot will construct (i) a driveway of concrete, bricks, other masonry or asphalt, as determined by the ARC in its sole discretion, and (ii) sidewalks and drive aprons and approaches between the driveway and the developed roadway, all as required to conform with any applicable municipal code, zoning ordinance, PUD approval, or other rules or regulations. Each residence constructed on a Lot will have a minimum total of four (4) parking spaces available in the driveway and garage combined.

4.3.1 For all Lots located in Clearcreek Township only, driveway access to lots with multiple road frontages shall be limited to the road of least traffic generation, as determined by the Warren County Engineer.

4.4 Roof. Except for neo-traditional Lots, for all Lots located in Clearcreek Township only, the material on the main roof of all residences constructed on any Lot will be dimensional asphalt shingles. For neo-traditional Lots, the material on the main roof of all residences constructed may also be standing seam metal roofs. For Lots located in Washington Township, the material on the main roof of all residences constructed on any Lot will be as determined by the ARC. In both Clearcreek Township and Washington Township, accent roofs (such as, but not limited to, garage over-hangs and roofs over bay windows) may be either dimensional shingles or metal of such finish and color as approved by the ARC.

4.5 Neighboring Design. The owner of a Lot may not erect thereon any home that has an exterior elevation that is identical to a home erected on any immediately adjoining Lot.

4.6 Building Materials; Finishes. All homes that are constructed on the Property must have the exterior finishes and floor areas set forth below. Additionally, each Lot has been given a designated "Lot Type" on the attached Exhibit C. Each Lot type will conform to the specific requirements set forth in Sections 4.6.4 through 4.6.11 as set forth below. Notwithstanding anything contained in this Declaration (or any Exhibit hereto) or any other instrument, Declarant will be under no obligation to include any particular Lot Type in the Property, unless specifically so designated by Declarant in this Declaration or in a Supplemental Declaration.

4.6.1 Except for the neo-traditional Lots as provided on **Exhibit D-5**, and except on portions of the Real Estate reserved for retail, commercial or multi-family purposes, which are subject to such alternate covenants as determined by Declarant, in its sole discretion, and except as provided in **Section 4.4**, above, and **4.6.2**, below:

(a) In Clearcreek Township, all sides of ranch (single-story) residences will consist primarily of either brick or stone.

(b) In Clearcreek Township, two-story residences will have a front façade primarily of either brick or stone. The remaining three (3) sides will consist primarily of either brick or stone on the first floor and the second story may be all or any combination of: brick, stone, reinforced vinyl siding, concrete board, cedar, or redwood.

(c) In Washington Township, all improvements will consist of such primary building materials as are determined by the ARC, without limitation by or reference to **Sections 4.6.1 (a)** and **4.6.1 (b)**, above.

4.6.2 Soffits and fascia boards on all sides of residences shall be constructed using vinyl or wood sheathed in vinyl.

4.6.3 All colors for the exterior elements of any home constructed on a Lot, including without limitation shutters, doors, siding, and trim, shall be consistent with the color scheme determined by the ARC, and with respect to each structure and element thereof, as approved by the ARC.

4.6.4 Floor area, additional exterior and construction requirements and landscaping requirements for seventy feet (70') wide Lots are set forth on the attached hereto on **Exhibit D-1**.

4.6.5 Floor area, additional exterior and construction requirements and landscaping requirements for eighty feet (80') wide Lots are set forth on the attached hereto on **Exhibit D-2**.

4.6.6 Floor area, additional exterior and construction requirements and landscaping requirements for ninety feet (90') wide Lots are set forth on the attached hereto on **Exhibit D-3**.

4.6.7 Floor area, additional exterior and construction requirements and landscaping requirements for fifty-five feet (55') wide or "Patio Home" Lots are set forth on the attached hereto on **Exhibit D-4**.

4.6.8 Floor area, additional exterior and construction requirements and landscaping requirements for fifty feet (50') wide or neo-traditional Lots are set forth on the attached hereto on **Exhibit D-5**.

4.6.9 Floor area, additional exterior and construction requirements and landscaping requirements for twenty thousand (20,000) square feet Lots are set forth on the attached hereto on Exhibit D-6.

4.6.10 Floor area, additional exterior and construction requirements and landscaping requirements for forty thousand (40,000) square feet Lots are set forth on the attached hereto on Exhibit D-7.

4.6.11 Floor area, additional exterior and construction requirements and landscaping requirements for multi-family Lots will be determined at a later date by Declarant.

4.7 Solar Panels. The owner of a Lot may not erect or maintain on any Lot or home any solar panels.

4.8 Fences and Walls. No fences may be built on any part of any Lot between a line formed by (and extended to the side property lines) the rear corners of the building constructed thereon and the street in front of the building. Fences erected on said Lot from a line formed by (and extended to the side property lines) the rear corners of the building to the back property line may not be in excess of six feet (6') in height. Fences around pools will at a minimum meet the foregoing requirements as well as the requirements imposed by any laws, ordinances, codes, rules and regulations. There shall be no solid (e.g., stockade) or chain-link (whether metal, plastic, vinyl-coated or otherwise) fencing except as may be utilized by builders with the approval of the ARC for temporary storage of building materials and supplies during the construction phase. All fencing on any Lot must be well-maintained at all times.

4.9 Signs. No sign, billboard, or advertisement of any kind shall be displayed on or about any Lot to public view except for (i) signs of no more than five (5) square feet advertising the property for sale or rent, which are permitted only within the boundaries of the homes being sold or rented; (ii) signs used by Declarant to advertise or promote the Property; or (iii) a permanent entrance sign to the Property installed by Declarant.

4.10 Swimming Pools. No aboveground swimming pools shall be erected on any Lot. The design and layout of all in-ground pools, as with all other improvements, are subject to the approval of the ARC.

4.11 Basketball Goals. Basketball goals shall be permitted on any Lot, provided they are installed in compliance with the following criteria: (i) they shall be of a semi-permanent nature and not attached to the residence on the Lot, (ii) they shall have a clear backboard, and (iii) the supporting pole(s) shall be black and the backboard shall be perpendicular to the adjoining street in front of the residence. Portable basketball goals may not be left on or in front of any Lot overnight.

4.12 Mailboxes. The ARC shall establish, from time to time, a standard mailbox for each Lot Type. Other than that standard mailbox, no Lot owner may use any other mailbox to serve any Lot.

4.13 Satellite Dishes. To the extent that the same legally may be limited by private covenant, no freestanding satellite dish, antennas or receivers shall be permitted on any Lot. All satellite dishes, antennas, and receivers must not exceed 18 inches in diameter, and any such satellite dishes, antennas and receivers must be attached to the home and must not exceed two feet (2') in height above the roof line. No satellite dish may be placed on the front elevation of a house or on the front roof of a house.

4.14 Recreational and Play Equipment. Swing sets, jungle-gyms, playhouses or similar yard equipment located on any Lot, must be maintained in safe and good condition. Play sets shall be of semi-permanent nature and the structure shall be constructed out of wood. Absolutely no metal-structured playground equipment is permitted. No play sets shall be permitted in the front yards of any homes and must be located as not to infringe on any rear or side yard setbacks.

4.15 House Numbers Signs. House number signs shall be a minimum size of eight inches tall, and, with the exception of houses with a side-entry garage, shall be mounted at a height of six feet (6') between the garage door and the nearest corner of the house. For houses with a side-entry garage, house number signs shall be mounted on the wall of the garage nearest to the street no more than three feet (3') from the corner of the garage nearest the street.

4.16 Awnings. No awnings are permitted on the front elevation of a house, and no metal or plastic awnings are permitted.

4.17 Yards, Grading, Landscaping, Seeding and Sodding. The owner of such Lot will:

4.17.1 Place sod in the entire cleared portion of any Lot. Notwithstanding the foregoing, if a Lot has a built-in permanent irrigation system, upon approval by the ARC, seeding of all or parts of the Lot may be permitted.

4.17.2 Finish grade elevations in accordance with the grading plan for the Property established by the Declarant and leave uncovered and exposed all sanitary sewer manholes, storm sewer manholes, water main valve boxes, and water tap boxes after finish grade, sodding and seeding of the yards or installation of walks and driveways.

4.17.3 When a new home is constructed on a Lot, the Lot owner will assure that the approved grading, landscaping and seeding or sodding on a Lot is completed within ninety (90) days following the issuance of a certificate of occupancy for the improvements (whether conditional, temporary or partial); PROVIDED, HOWEVER, that if the certificate of occupancy is issued between November 1 of one year until February 28 of the following year, the landscaping, seeding and sodding will occur before the next June 1 following the issuance of such certificate of occupancy.

4.18 Further Subdivision. Except as permitted by the Master Association, the Lots established by the Plats may not be further subdivided, or portions thereof split off and conveyed to any other party, including the owner of an adjoining Lot.

5. Prohibited Activities.

5.1 Nuisance. The owner of a Lot may not perform or permit any noxious or offensive trade or activity upon any Lot, nor anything thereon which may be or become an annoyance or nuisance to the neighborhood.

5.2 Parking and Use of Trucks, Trailers, Boats and Other Vehicles. The owner of a Lot may not perform or permit the parking on any Lot or in front of any Lot of any trucks in excess of one ton, boats, trailers, recreational vehicles, campers, mobile homes, buses, non-passenger vans or storage containers, jet-skis, wave runners and other personal watercraft, dirt bikes or all-terrain vehicles, cars which either are not operational or are unlicensed, except any of such vehicles as are entirely stored or parked in an enclosed garage. Further, the owner of a Lot may not perform or permit the parking on any Lot or in front of any Lot of vehicles with signs or company names, except to the extent that such vehicles (i) are for service personnel working on such residence and (ii) no such vehicle is left on or in front of any Lot overnight. Vehicles being used for the purpose of construction, delivery, or repair work upon any Lot shall be temporarily permitted to park on or in front of any Lot. In addition, no dirt bikes or terrain vehicles may be operated on any Lot. Parking on any street in the Property shall be limited to the side of the street opposite the side of the street where any fire hydrants are located. No vehicle shall be permitted to obstruct any sidewalk, including when such vehicle is parked in a private driveway.

5.3 Trash and Garbage Containers. The owner of a Lot may not perform or permit any Lot to be used or maintained as a dumping ground for rubbish. All trash, garbage or other waste on or about any Lot must be kept in a clean and sanitary container. The owner of a Lot will keep all incinerators and other equipment for the storage or disposal of such waste material in a safe, clean and sanitary condition. The owner of a Lot will keep all trash and garbage containers in a location that is out of public view, except on the day of trash collection and after 6:00 p.m. on the evening prior to the day of trash collection. The foregoing restrictions will not apply to activities of Declarant and its contractors during the original development of improvements of the Property or in the initial construction of homes on Lots.

6. Clean and Neat Premises.

6.1 The owner of each Lot will assure that such Lot is kept clean of debris, trash and junk.

6.2 The owner of each Lot will be responsible for the removal of mud or other debris in the streets of the Property or adjacent public streets caused by the acts or omissions of its contractors, subcontractors, and laborers. Such removal shall be accomplished on the same day that debris and mud problem occurs. The foregoing restriction will not apply to activities of Declarant

and its contractors during the original development of improvements of the Property or additional phases added to the Property or in the initial construction of homes on Lots in the Property.

6.3 Both during the period before construction on a Lot and after the construction of improvements on a Lot, the owner thereof will keep grass and weeds mowed or bush-hogged to a height of no more than eight inches at all times. This restriction will not apply during the period of construction on a Lot.

6.4 The owner of each Lot will assure that any construction activity is concluded on a Lot within one (1) year after it has been commenced.

6.5 To the extent that a Lot owner fails to conform with the foregoing requirements, Declarant or Association may, but is not obligated to, undertake corrective measures to bring the Lot (or surrounding area) into compliance, in which event the Declarant or Association, as the case may be, may invoice the Lot owner for an amount of 125% of the actual cost of causing such compliance and the Lot owner will promptly pay the same. The failure to do so will result in an Individual Lot Assessment as provided in **Section 11.6**, below, and may be enforced as provided in **Article 11**, below.

7. **Pets**. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except dogs, cats and other household pets, provided they are not kept, bred or maintained for commercial purposes.

8. Covenants and Restrictions for Ponds.

8.1 **Discharge of Pollutants**. No obnoxious or offensive substance polluting the ponds shall be discharged or permitted to be discharged in the ponds. Further, no trash, debris, or other unsightly substance shall be placed or permitted to be placed in the ponds.

8.2 **Water Level of Ponds**. No water shall be withdrawn from the ponds in such quantity as would materially lower the level thereof. Declarant, in its sole discretion, may, and following the end of the Development Period, the Association, in its sole discretion, may pump well water, or water from other sources, into the ponds.

8.3 **Use of Ponds**. The ponds only shall be used for (i) storm water retention and management, (ii) water for irrigation in the common areas of the Property and (iii) limited recreational purposes in accordance with the terms set forth in this Declaration and later rules and regulations promulgated by Declarant or the Master Association.

8.3.1 No swimming shall be permitted in the ponds.

8.3.2 No fishing shall be permitted in the ponds.

8.3.3 No commercial use of any kind shall be made of the ponds, except as may be provided in any Supplemental Declaration or upon written approval of the Master Association.

8.3.4 No docks or other similar structures are permitted in the ponds or the Pond Easement areas, except as may be provided in any Supplemental Declaration or upon written approval of the Master Association.

8.3.5 No motorboats or non-motorized crafts of any type shall be permitted in or on the ponds, except as may be provided in any Supplemental Declaration or upon written approval of the Master Association.

8.3.6 All Lot owners and their guests and invitees shall conduct themselves at all times so as not to interfere with the privacy or privileges of any other Lot owners relative to the Ponds.

9. Common Areas and Easements.

9.1 There will be two (2) types of common amenities, common areas and common easements hereunder: (i) "Basic" and (ii) "Master." Except as Declarant may alter rights with respect to portions of the Property reserved for use as that is to be used for retail, commercial or multi-family purposes, Basic Amenities, Common Areas and Easements are intended for the use and enjoyment of all Lot owners and their invitees, and the cost of the maintenance of the same will be borne by all Lot owners as provided herein. Master Amenities, Common Areas and Easements are intended as a matter of right for the use and enjoyment of only certain residential Lot owners and their immediate families living on a Lot (and their invitees, subject to reasonable regulation by the Master Association), and the cost of maintenance of the same will be borne by those benefited Lot owners, except as supplemented in the following sentence. In addition, in the sole discretion of the Master Association, the use and enjoyment of the Master Amenities may be extended to certain other Lot owners and other parties, by the payment of a monthly or annual fee established by the Master Association, limited as provided in **Section 9.2.1**, below.

9.1.1 **Basic Amenities, Common Areas and Easements.** Except as provided in this **Article 9**, every Lot owner shall have a non-exclusive common right and easement of use and enjoyment in and to (i) the Basic Common Areas as shown on the Plats, (ii) all Basic Easements shown on the Plats (which include stormwater drainage easements, walking paths, retention and detention ponds, and sediment control manholes), and (iii) all existing and subsequently constructed improvements upon or within such Basic Common Areas, including improvements which may be dedicated or under contract to the Master Association for the use and benefit of the Lot owners in the Property, and/or for the benefit of other owners outside the Property constructed on portions of one or more Lots (including specifically but without limitation the rights and obligations of Declarant under that certain Grant of Easements between Declarant and Centerville Grace Brethren Church dated December 30, 2005 and filed for record January 9, 2005 in Easement Book 06-002466, page 0015) or on acreage owned by Declarant that is not subject to this Declaration (which include entrance monuments, and the clock tower and water feature). Also, included in the definition of

“Basic Amenities” for purposes of the obligation of the Master Association to maintain the same, but not for the use and enjoyment of the owners of the Lots is street signs, if the same are not maintained by a governmental entity. The improvements that may be constructed in the Basic Common Areas referenced above may include, without limitation: structures for recreation, storage, or protection of equipment; fountains, statuary, sidewalks, common driveways, landscaping, guardhouses, esplanades, walls, bridges, ponds, walking trails, open spaces, recreation areas or other similar and appurtenant improvements. Nothing in this Declaration obligates Declarant to construct any of such facilities or to designate them as Basic Amenities. Any improvements or alterations made upon any common area or common easement as shown on any Plat by the owner of a Lot are made at the risk of such owner and such owner may be forced to remove and/or restore the same to the extent that such improvements interfere with the enjoyment of such common areas or easements as determined by the Master Association. If an amenity, common area or easement is not noted on a Plat or in a Supplemental Declaration specifically as a “Master Amenity, Common Area or Easement” then it will be deemed to be a “Basic Amenity,” except for the private roadway noted in **Section 9.2.1**, below. For example and without limitation, the initial Plats, as referenced in **Recital E**, above, reference “Sanitary Drainage Easements,” “Drainage Easements,” and “Sanitary Easements,” “Drainage and Waterline Easements,” “Waterline Easements,” “Open Spaces,” and “Reserve” areas. All of the foregoing are “Basic Common Areas, Easements and Amenities” hereunder.

9.1.2 Master Amenities, Common Areas and Easements. As may be noted on the Plat or in any Supplemental Declaration by designation of the same as a “Master Amenity,” certain amenities, common areas and easements in the Development are intended as of right for the use and benefit of only certain Lot owners, and not for the use and benefit of certain other Lot owners (unless so determined from time to time by the Association). These amenities are known herein as the “Master Amenities” and may include, without limitation, a pool, a party hall and such other amenities, common areas and easements as may be determined by the Declarant. Nothing in this Declaration obligates Declarant to construct any of such facilities. Only those Lot owners and their immediate families members residing on a Lot (and invitees, subject to reasonable regulation by the Master Association) (i) specifically designated as having the right and privilege of use of the Master Amenities on **Exhibit C** or in a Supplemental Declaration or (ii) otherwise designated from time to time by the Master Association for a fixed monthly or annual fee, will have the right and privilege of the use of the Master Amenities. No determination by the Master Association as to the right to use such Master Amenities (beyond the Lot owners so designated in this Declaration and in any Supplemental Declaration) or the charge for the same may extend more than one (1) calendar year.

9.2 Private Roadways.

9.2.1 In the Property, there is a private roadway serving Lots 34, 35, 36 and 37 only. This private roadway is a perpetual, appurtenant easement exclusive to (i) these specific Lots only and is intended for the use and benefit of those Lot owners, and their visitors, guests, licensees and assigns, (ii) such emergency vehicles such as fire, police and ambulance as are needed to access such Lots and the improvements thereon, and (iii) the Master Association for the purposes of maintenance as set forth herein. The Master Association reasonably will maintain this roadway free of accumulations of ice, snow and debris, and in good order and condition at the expense of the

owners of Lots 34, 35, 36 and 37 only. The Master Association will maintain separate records of the costs of the maintenance of such roadway. Following any work on such roadway (including without limitation removal of snow and ice, coating, striping, paving, patching, and cleaning), the Association may invoice such Lot owners for such costs, with such Lot owners bearing respectively the following proportion of such costs: the owner of Lot 34 will pay 10% of such costs, the owner of Lot 35 will pay 20% of such costs, the owner of Lot 36 will pay 30% of such costs and the owner of Lot 37 will pay 40% of such costs. Such Lot owners will pay such charges to the Master Association within thirty (30) days after invoicing for the same. Such charges will be in addition to the assessments levied under Section 11, below.

9.2.2 There are or may be one or more additional private roadways in the Development. Except as may be provided in a Supplemental Declaration for Future Phases of the Development as to roadways in a Future Phase or Future Phases, these roadways will be maintained in good condition and repair by the Association, and the cost of the same will be borne by such benefited Lot owners in such proportions as the Master Association may reasonably determine.

9.3 Perimeter Landscape Buffer. "Perimeter Landscape Buffer" areas are noted on certain Plats. In some cases, this Perimeter Landscape Buffer is part of the Basic Common Areas, outside of the Lots, and in other cases it is part of certain Lots. Declarant initially will improve the Perimeter Landscape Buffer both on and outside of Lots. Thereafter, the Master Association will maintain the portions of the Perimeter Landscape Buffer that is a part of the Basic Common Areas and each Lot owner in Clearcreek Township will maintain the landscaping in the Perimeter Landscape Buffer that is on his or her respective Lots in conformity with the requirements of Clearcreek Township. If a Lot owner fails to maintain the Perimeter Landscape Buffer in conformity with the foregoing requirements, then the Master Association may enter such Lot and so maintain the same. In such event, the Master Association may recover the cost of such maintenance from such Lot owner. Nothing contained on the Plats or in this Declaration will give to any other Lot owner the right to enter upon the Perimeter Landscape Buffer on any Lot.

9.4 Stormwater. The owner of each Lot will not construct any improvements, alter the grading, place debris or vegetation, or take any other act that would interfere with the normal flow of water within certain storm water easement areas or storm water drainage ways as noted on the Plats. Any Lot owner that alters or interferes with any water drainage flow, path, or system shall indemnify and hold harmless Declarant from any and all liability or damages (including reasonable attorneys' fees) for the same.

9.5 Right of Declarant to Add, Reduce and Relocate Easements. Declarant hereby declares, creates, and reserves the right to declare on its behalf or grant on behalf of the Master Association or the owners, without consent of the Master Association or any owner, easements across, through, or under any Lot in the Property for the purpose of installing, maintaining, repairing, improving, operating, replacing and otherwise dealing with utilities, sanitary sewer, storm and surface water drainage so long as such easements will not result in a material loss of utility or functionality to the owner of any such Lot. Declarant has no obligation whatsoever to enforce such rights for the benefit of any Lot owner hereunder. Further, Declarant hereby declares, creates and reserves the right to declare on its behalf or grant on behalf of the Master Association or the owners,

without consent of the Master Association or any owner, easements across, through or under any common areas in the Property as noted on the Plats. Declarant also will have the rights (i) to reduce the size of such easement areas from time to time to the extent that such reduction will not result in a material loss of utility or functionality to the owner of any Lot benefited by such easement as a result of the reduction in size of such easement area, (ii) to relocate any such easements to other areas on land then owned by Declarant or by other Lot owners as long as (a) such relocation is at the cost and expense of Declarant, and (b) such relocation will not result in a material loss of utility or functionality to the owner of any Lot benefited by such easement. As such, all Lots shall be subject to an access easement in favor of Declarant and the Master Association in order to exercise any of their respective rights set forth above in this **Section 9.5**. The foregoing rights are additionally constrained by the regulatory authority of any governmental entity with jurisdiction over the Property and such easements.

10. Property Owners' Master Association.

10.1 Master Association. Concurrent with the execution of this Declaration, Declarant has created under the laws of the State of Ohio The Villages of Winding Creek Master Property Owners Association (the "Master Association") as a non-profit corporation for the benefit of the owners of the Lots in the Property. All Lot owners shall be subject to and abide by the Articles of Incorporation and the By-Laws and Regulations of the Master Association as well as additional rules and regulations of the Master Association that may be promulgated from time to time.

10.2 Membership Rights. Every person or entity who is a record owner of any Lot in the Property is each a member of the Master Association and such membership shall be appurtenant to and not be separated from the ownership of the Lot. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Upon the conveyance of any Lot, the new owner of such Lot will replace the former owner as a member of the Master Association. Such membership rights of all Lot owners are subject to the limitations, terms, and conditions set forth in this Declaration, in the By-Laws or otherwise promulgated by the Master Association.

10.3 Voting Rights. The Master Association will have two (2) classes of voting membership:

10.3.1 Class A Members will be all Lot owners, and shall be entitled to one (1) vote for each Lot owned. Notwithstanding the foregoing, the Declarant, in his sole discretion, may establish other voting rights (lesser or greater per Lot) for owners of portions of Property annexed by a Supplemental Declaration that is to be used for retail, commercial or multi-family purposes. As long as such owner has paid all Assessments (hereinafter defined) current as and when they are due, the owner of each Lot will have one (1) vote as a member of the Master Association. If an owner owns more than one (1) Lot, it will have as many votes as it has Lots. To the extent that the ownership rights in a Lot are divided, each owner will hold the same percentage of right to cast one (1) vote as it has a percentage interest in a Lot.

10.3.2 Class B Members will be the Declarant, who shall be entitled to such number of votes as will constitute seventy-five percent (75%) of the total voting power of the Master Association, so long as Class B Membership continues to exist. Class B Membership shall cease and be converted to Class A Membership (and Declarant may thereafter cast one Class A vote for each Lot owned by it, regardless of whether Declarant pays any or its full share of Assessments) on the happening of the earlier to occur of the following events:

- a. Declarant owns no Lots and has no other real estate to annex into the Development; or
- b. When the Declarant terminates Class B Membership in writing.

At such time that additional real estate is annexed into the Master Association, the Class B Membership of the Declarant shall, if it had previously ceased due to one of the conditions listed above, be reinstated and shall apply to all Lots owned by Declarant in the newly annexed portion of the Property as well as to all Lots owned by Declarant in other areas of the Property. Such reinstatement is subject to further cessation in accordance with the limitations set forth above.

10.4 Maintenance. The Master Association shall be entitled to regulate, improve, control and maintain, as the Master Association deems reasonable in its sole and absolute discretion, all Basic Common Areas, Easements and Amenities and Master Common Areas, Easements and Amenities. The maintenance of such common areas and common easements may include entrance monumentation and landscaped area surrounding the same, drainage easements, utility easements, and all traffic signs on the Property (including, without limitation, all street signs, stop signs, parking signs, speed limit signs, and directional signs). All Lot owners shall pay Assessments pursuant to Article 11 of this Declaration and thereby will share in the cost of all such common maintenance activities undertaken by the Master Association.

10.5 Liability Insurance. The Master Association shall procure and maintain public liability insurance insuring the Declarant, the Master Association, and the Lot owners against any occurrence upon, in, about, or relating to the common areas and easements, which shall afford protection to a limit of not less than One Million Dollars (\$1,000,000) for personal injury, disease, illness or death suffered by one (1) person or with respect to any one (1) occurrence, and to a limit of not less than Fifty Thousand Dollars (\$50,000) in respect to damage to or destruction of property arising out of any one (1) occurrence. Such coverage limits may be increased from time to time as reasonably determined by the board of trustees of the Master Association (the "Board of Trustees") in its sole and absolute discretion.

10.6 Bonding and Director and Officer Insurance. The Master Association shall cause all members of the Board of Trustees, officers, or employees having fiscal responsibilities to be bonded, as it may deem appropriate. In addition, the Master Association may procure director and officer liability insurance in such amounts and upon such terms and conditions as reasonably determined by the Board of Trustees in its sole and absolute discretion.

10.7 Ownership of Property. The Master Association may from time to time acquire, own and dispose of real and personal property, including without limitation property deeded to it by Declarant for use as common areas or easements for the use and enjoyment by the owners of the Lots. The Master Association may also, from time to time, acquire, own and dispose of Lots, if it so desires. Title to any portion of the common areas located on the Property or in future sections of the Property, if any, that is to be owned by the Master Association, or the Lot owners in common, will be so conveyed from Declarant to the Master Association. However, 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 the 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 Master Association will accept from Declarant all land and improvements in the Property or adjacent or appurtenant thereto, including fee and easement interests, deeded to it for such purposes and the Master Association will accept all responsibility for such land and improvements and with respect to such easements upon such acceptance. In each such conveyance, if the land and improvements are not designated as Master Amenities, Common Areas or Easements, then they will be deemed to be Basic Amenities, Common Areas or Easements.

10.8 Expandability. As set forth in Section 2.2, Declarant, in its sole discretion, may annex additional real estate in the Development as additional phases into the Property. If it so chooses, Declarant may make the owners of Lots in Future Phases members of the Master Association with the same rights and responsibilities as the owners in this instant phase have, and may add such common areas and easements, landscape easements, drainage easements, and utility easements shown on the plat of such new section or sections, including without limitation, the entrance monumentation and landscaped area surrounding the same, to the areas to be maintained by the Master Association. If such owners of Lots in such additional phases are made members of the Master Association, the Lot owners in such new section will be obligated to pay Assessments to the Master Association in a manner that is the same as the owners in this instant phase have.

10.8.1 Declarant, or any other homebuilder or developer as approved by Declarant, in its sole discretion, may set up a separate owners association (a "Sub-Association") for certain Lots or property located in such Future Phases to enforce, maintain, or otherwise govern matters particular to certain of that annexed property, all as determined by the Declarant. The declaration for any such Sub-Association may supplement the covenants, conditions, restrictions, and easements contained in this Declaration; however, as stated in Section 2.3 above, in no event shall any such Sub-Association declaration reduce, impair, limit, or otherwise revise the covenants, conditions, restrictions, and easements contained in this Declaration or the by-laws, articles of incorporation, or rules and regulations of the Master Association, or usurp the rights and powers of the Master Association.

10.8.2 The Development has been approved for, may in the future be approved for, complies with, or may in the future comply with zoning requirements for certain commercial, retail and multi-family uses on the portions of the Real Estate as shown on the Site Plan. In the event that such commercial, retail or multi-family property is later developed, Declarant reserves, creates, and grants easements and rights for the benefit of the owners of such commercial,

retail and multi-family property to use such common utility and drainage easements for the Development (whether Basic or Master) as, and on such terms as is, determined by Declarant in its sole and absolute discretion. Any and all such rights and easements shall be detailed in a separate instrument for the retail, commercial and multi-family portions of the Development, which shall be duly recorded. As with all of the Real Estate until the time it is incorporated into the Property, at the time the commercial, retail and/or multi-family properties are incorporated into the Property, Declarant will determine and establish which, if any, of the covenants, conditions, restrictions, or easements in this Declaration benefit and burden such land and improvements.

10.9 Bylaws. The Master Association may make whatever rules or bylaws it may choose to govern the organization, provided that the same are not in conflict with the terms and provisions hereof. A copy of the initial by-laws and regulations for the Master Association is attached hereto as Exhibit E.

11. Assessments. The term "Assessment" as used herein means the assessments that are levied pursuant to any of the sections of this Article 11 of the Declaration.

11.1 Capital Contribution Assessments at Closing. Unless otherwise adjusted by Declarant or the Master Association, at the time of the closing on the purchase of a Lot on which a home is constructed by Declarant or any other homebuilder, the purchaser who is the initial owner and occupant of such home constructed on a Lot will be required to pay the Master Association or Declarant, as the case may be, an Assessment in an amount not to exceed One Thousand Dollars \$1,000.00 as purchaser's capital contribution to the working capital of the Master Association (the "Capital Contribution Assessment"). Such Capital Contribution Assessment shall be in addition to any general Assessments or any other Assessments levied by the Master Association, and no Lot owner shall be entitled to a refund of any portion of such Capital Contribution Assessment. In the event that any retail, commercial or multi-family property is annexed into the Master Association and thereby made subject to this Declaration pursuant to Section 2.2 above, then the purchaser of any such retail, commercial or multi-family property may be subject to capital contributions and assessments at such a rate as to be determined by the Master Association.

11.2 General Basic Assessments. Each year, the Master Association, or Declarant, if it has yet to assign the rights and responsibilities of Declarant to the Master Association pursuant to Article 13 of this Declaration, will establish, levy and collect the amount of a General Basic Assessment, in addition to the original Capital Contribution Assessment. Such General Basic Assessment may be billed on a monthly, quarterly, semi-annual or annual basis, as determined by the Master Association or Declarant, and shall be due and payable to the Master Association from the owner of each Lot as and when directed by the Master Association or Declarant. The total amount of such General Basic Assessment will be that amount that is sufficient to discharge the responsibilities of the Master Association as set forth herein as to all matters except those relating to the Master Amenities, Common Areas and Easements, as reasonably determined by Declarant or the Master Association plus an aggregate accumulated reserve amount not to exceed twenty five percent (25.0%) of the current annual expenses as predicted by the Master Association or Declarant. The amount of the General Basic Assessment will be reduced by that amount apportioned to the retail, commercial and multi-family sections as set forth in a Supplemental Declaration. Then, such

reduced amount will be apportioned among the Lots by (i) dividing such amount by the total of all "Nominal Values" attributed to all of the Lots and (ii) for each Lot, multiplying such product by that Lot's "Nominal Value." For example only, if the remaining total General Basic Assessment is \$50,000 for a year, the total Nominal Value of all Lots is 200, and the Nominal Value of Lot 1 is 2, then the General Basic Assessment for Lot 1 is \$500.

11.3 General Master Assessment. Each year, the Master Association, or Declarant, if it has yet to assign the rights and responsibilities of Declarant to the Master Association pursuant to **Article 13** of this Declaration, will establish, levy and collect the amount of a General Master Assessment, in addition to the original Capital Contribution Assessment and the General Basic Assessment. Such General Master Assessment may be billed on a monthly, quarterly, semi-annual or annual basis, as determined by the Master Association or Declarant, and shall be due and payable to the Master Association from the owner of each Lot as and when directed by the Master Association or Declarant. The total amount of such General Master Assessment will be that amount that is sufficient to discharge the responsibilities of the Master Association as set forth herein as to the Master Amenities, Common Areas and Easements as reasonably determined by Declarant or the Master Association plus a reserve amount not to exceed twenty five percent (25.0%) of such amount as predicted by the Master Association or Declarant. The amount of General Master Assessment will be reduced (i) by that amount apportioned to the retail, commercial and multi-family sections as set forth in a Supplemental Declaration and (ii) those fees from parties other than the Lots benefiting from the Master Amenities, Common Areas and Easements as set forth in **Section 9.2.2**, above. Then, such reduced amount will be apportioned among the Lots by (i) dividing such total General Master Assessment by a number which is the total of all "Nominal Values" attributed to all of the Lots and (ii) for each Lot, multiplying such product by that Lot's "Nominal Value." For example only, if the total General Master Assessment is \$50,000 for a year, the total Nominal Value of all Lots is 200, and the Nominal Value of Lot 1 is 2, then the General Master Assessment for Lot 1 is \$500.

11.4 Division of Costs between Basic Amenities and Master Amenities. In order to properly estimate and calculate the amounts due under **Sections 11.2 and 11.3**, above, the Association will be responsible for properly allocating and accounting for costs separately between costs associated with Master Amenities, Common Areas and Easements on the one hand, and all other costs (which will be chargeable as costs associated with Basic Amenities, Common Areas and Easements) on the other hand.

11.5 Special Assessments. The Master Association or Declarant may establish, levy, and collect Special Assessments at any time for the purpose of defraying, in whole or in part, the cost of any construction, renovation, repair, replacement, or addition of a capital improvement located in either (i) the Basic Amenities, Common Areas and Easements or (ii) the Master Amenities, Common Areas and Easements, which cost has not otherwise been provided for in the General Assessments provided that such special Assessments are approved by a majority of the total number of votes then held by Class A Members and a majority of the total number of votes then held by Class B Members. The special assessments will be calculated and apportioned by the Association and paid by the Lot owners in the same manner as for General Basic Assessments and General Master Assessments set forth in **Sections 11.2 and 11.3**, above, with only those Lot owners

benefiting from Master Amenities, Common Areas and Easements paying special assessments attributable to that land and improvements.

11.6 Individual Lot Assessment. To the extent that the Association takes action to force compliance with the covenants set forth herein or in any Supplemental Declaration (including without limitation under **Sections 4 and 6**, above), or incurs costs to prosecute or defend and action relating to any Lot owner (including without limitation under **Sections 3.11 and 11.9**, below), the same will be a charge and assessment against the Lot and the owner of such Lot subject to such action.

11.7 Property Exempt from Assessments. From and after the date that is the earlier of (i) the conveyance of a Lot from a builder to a purchaser or (ii) twelve (12) months following conveyance of a Lot from Declarant to a builder or, in the case of Declarant, twelve (12) months following the recording of a plat of Subdivision for the subject Lots, the Lots shall be subject to the assessments provided in **Section 11.2** through **11.6**, above.

11.8 Non-Payment of Assessments and Penalty Assessments. Any Assessments levied pursuant to this Declaration that are not paid on the date when due shall be delinquent and, together with such interest thereon at the rate of ten percent (10.0%) per annum and the cost of the collection thereof including, but not limited to any additional fees levied by the Master Association and reasonable attorneys' fees, shall automatically be a continuing lien on the Lot. Declarant or the Master Association will have the power and authority to establish and levy additional fees and penalties against and collect the same from any Lot owner who is delinquent in payment of Assessments or is in breach of any of the covenants, conditions and restrictions of this Declaration as long as such Lot owner is given at least thirty (30) days written notice of the same and fails to cure such delinquency or breach within such time period.

11.9 Liens. Any delinquent Assessment shall automatically be a lien upon the estate or interest of any Lot owner (including improvements thereon). If such Assessment remains unpaid for thirty (30) days after it becomes due and payable, the Master Association may file a certificate of such lien, subscribed by a member of the Board of Trustees or an officer of the Master Association, with the Recorders' Office of Warren County, Ohio or Montgomery County, Ohio. Such certificate shall contain a description of the Lot, the name or names of the Lot owner(s) and the amount of such unpaid portion of the dues and late charges accrued as of the date of the certificate. Such lien shall remain valid for a period of five (5) years and any renewals thereof, from the time of the filing thereof, unless sooner released or satisfied in the manner allowed by law for the release and satisfaction of mortgages in real property or discharged by the final judgment or order of a court of competent jurisdiction in any action brought to discharge such lien. If the Master Association employs counsel to collect on any such lien or to otherwise collect any Assessment, the owner of such Lot or Lots shall pay all costs incurred in such enforcement, including a reasonable fee for counsel. Notwithstanding the foregoing, any lien by the Master Association upon the estate or interest of any Lot owner shall be subordinate to the first mortgage on said property. Sale or transfer of any Lot shall not affect the lien of such Assessments or fees.

11.10 Assessments for Sub-Associations. Any Sub-Association may establish, levy and collect a Sub-Association Assessment if such is specified, authorized or contemplated in any Supplemental Declaration for that particular Subdivision to defray the costs of additional services and/or amenities to be provided by the Sub-Association that primarily or exclusively benefit the owners of Lots within such Subdivision. Any assessments levied by any applicable Sub-Association shall be levied *in addition to* any Assessment established and levied by the Master Association pursuant to this Article 11.

11.11 Personal Liability. In addition, each Lot owner shall be personally liable for all Assessments and fees levied against him or her or any Lot owned by him or her by the Master Association while he or she is a Lot owner.

12. Declarant's Rights During Development Period. The Declarant, or any other homebuilder or developer as, and on such terms as is, approved by Declarant, shall have and hereby reserves the right to reasonable use of the common areas, common facilities, and Lots owned by Declarant or any such other homebuilder or developer for the promotion and marketing of the Development. Without limiting the generality of the foregoing, Declarant may erect and maintain such marketing or directional signs, temporary buildings, model homes, and any other structures as Declarant may reasonably deem necessary on the Property for the promotion, development, or marketing of the Property during the Development Period.

13. Assignment of Rights and Responsibilities of Declarant. On the earlier of (i) the conveyance of seventy five percent (75.0%) of the Lots in the Property to owner-occupants thereof, or (ii) an affirmative assignment in writing from Declarant to the Master Association, the rights of Declarant as Declarant under this Declaration are and will conclusively be deemed to have been assigned to the Master Association; PROVIDED, HOWEVER, that in no event will Declarant be required to obtain the consent of the Master Association as Declarant, of any Lot owner, or of any other party, for any of the improvements that Declarant intends to make to any Lots or portions of the Property or additional real property then owned by it, including without limitation, Declarant's right to expand the Property pursuant to Section 2.2, above.

14. Term and Amendment. All of the foregoing covenants, conditions and restrictions shall continue and remain in full force and effect at all times as against the owner of any Lot within the Property, regardless of how title was acquired, for a period of twenty five (25) years from and after the date that this Declaration is filed for record in the Records' Offices of Warren County, Ohio and Montgomery County, Ohio, on which date these covenants, conditions, restrictions, and easements shall be automatically extended for successive periods of twenty five (25) years unless on or before the end of one of such extension periods, the then owners of seventy five percent (75.0%) of the Lots in the Property shall by written instrument duly recorded declare an amendment or termination of any or all of these covenants, conditions or restrictions. This Declaration may be terminated or amended at any time, as to any or all of the covenants, conditions, or restrictions, upon the execution and recording of a written instrument, signed by seventy five percent (75.0%) of the Lots in the Property, or a certification signed by an officer of the Master Association that seventy five percent of all Lot owners voted in favor of such amendment, except that (i) no such amendment may impair any of the rights of Declarant hereunder nor shall affect the Lots owned by Declarant,

unless Declarant consents, in writing, to such amendments or termination or (ii) to the extent that any of the covenants set forth in Articles 3, 4, 5, 6, 7 or 8, above, materially are modified with respect to property located in Clearcreek Township, then the written consent of the Board of Trustees of Clearcreek Township to such amendment will be required for such amendment to be effective.

14.1 Amendments by Declarant.

14.1.1 Declarant shall have and reserves the right at any time and from time to time, without requiring the consent of any other party (except only the consent of Clearcreek Township as provided above), to amend this Declaration by any instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that such amendment shall be consistent with and in furtherance of the general plan and scheme of the Development as evidenced by this Declaration, and shall not impair or affect the vested property or other rights of any Lot owner or Lot owner's mortgagee.

14.1.2 Particularly reserved to Declarant is the right and privilege of Declarant to designate, by Supplemental Declaration, additional or more specific restrictions applicable to any portion of the Property so long as Declarant owns at least two-thirds (2/3) of the number of Lots within the portion(s) of Property to be so affected. Such additional restrictions may be imposed by Declarant without the consent of the other one-third (1/3) of Lot owners in such affected area. No such designation of additional or more specific requirements or restrictions, or subsequent change of requirements or restrictions, as provided for herein, shall be deemed to adversely affect any substantial right of any existing Lot owner. Declarant will record any such amendment(s) to this Declaration in the county records of the property affected thereby.

15. Covenants Running with Land and Enforcement. Enforcement of this Declaration shall be by proceedings at law or in equity, and the foregoing covenants, conditions, restrictions, and easements shall run with the land and inure to the benefit of each present and future owner of any Lot. The breach of any of these covenants, conditions and restrictions may be enjoined or remedied by only the following: an owner of any interest in any part of the above-described Property, any heir, executor, administrator or assign of any such person, or the Declarant, the Master Association, or the Declarant's successors in interest or assigns. Declarant, each grantee or such other owner, by the acceptance of a deed of conveyance, accepts the same subject to all covenants, conditions, restrictions, liens, charges, rights and powers created or reserved by this Declaration, and all rights, benefits, and privileges of every character hereby granted, created, reserved, or declared. All impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in such land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed or other conveyance. To the extent it is authorized to do so, Declarant, for itself and for each Lot owner, hereby extinguishes and/or amends (and consents to the amendment of) any prior covenants or restrictions on the Property or any portion thereof (including Future Phases) that precede the Plats, plats for Future Phases, this Declaration and Supplemental Declarations, to extinguish and terminate any such covenants and to make the same are consistent with such plats and this Declaration, as well as the subdivision of and improvements

on each Lot. Each grantee accepting a deed for a Lot in the Property, whether or not the same incorporates or refers to this Declaration, covenants for himself or herself, his or her heirs, personal representatives, successors, and assigns to observe, perform and be bound by this Declaration and to incorporate the same by reference in any deed or other conveyance of all or any portion of his or her interest in any real property subject hereto. If Declarant or the Master Association employs counsel to enforce any of the foregoing covenants, conditions, restrictions, and easements by reason of such breach, the owner of such Lot or Lots shall pay all costs incurred in such enforcement, including reasonable attorneys' fees. Any enforcement of this Declaration by any Lot owner shall be at the Lot owner's sole cost and expense. No delay or omission on the part of Declarant, the Master Association, or the owners of other Lots in the Property in exercising any rights, power, or remedy herein provided in the event of any breach of the covenants, conditions or restrictions herein contained shall be construed as a waiver thereof or acquiescence thereto. No right of action shall accrue nor shall any action be brought or maintained by anyone whomsoever against Declarant for or on account of its failure to bring any action on account of any breach of these covenants, conditions or restrictions or for imposing restrictions herein which may be unenforceable by Declarant.

16. **Non-liability of Declarant.** None of Declarant, the Board of Trustees of Clearcreek Township, nor their successors or assigns shall be liable for any claim whatsoever arising out of or by reason of the exercise of discretion or authority (or its decision not to perform any action) pursuant to this Declaration or the By-Laws and Regulations and rules promulgated by the Master Association, whether or not such claims shall be asserted by any Lot owner, occupant, the Master Association, or 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. The foregoing is limited to claims relating to the actions performed pursuant to the powers and authorities of Declarant and the Board of Trustees of Clearcreek Township established by or referenced in this Declaration or the By-Laws and Regulations. The Master Association, without limitation, may not bring any claim against Beazer Homes Investments, LLC.


17. **Conflict.** In the case of any conflict between this Declaration and the Articles of Incorporation or this Declaration and the By-Laws and Regulations, this Declaration shall control.

18. **Severability.** Invalidation of any one or more of these covenants, restrictions and provisions shall have no effect on other covenants, restrictions and provisions contained herein in this Declaration.

Declarant has caused this Declaration to be executed on the date first written above.

Beazer Homes Investments, LLC,
a Delaware limited liability company

By: Beazer Homes Corp., a Tennessee
corporation, managing member

By: 
Ann Parker,
Cincinnati Division President

BOOK 4277 PAGE 506

STATE OF OHIO)
) SS:
COUNTY OF BUTLER)

BE IT REMEMBERED, that the foregoing instrument was acknowledged before me, a notary public in and for said state, this 10th day of JULY, 2006 by Ann Parker, Division President of Beazer Homes Corp., a Tennessee corporation, managing member of **BEAZER HOMES INVESTMENTS, LLC**, a Delaware limited liability company, on behalf of the company.

Elizabeth Feltnor
Notary Public



ELIZABETH A. FELTNER
Notary Public, State of Ohio
My Commission Expires 11-3-07
Recorded in Clermont Co. Ohio

BOOK 4277 PAGE 507

Township Approval:

The foregoing Master Declaration, and each of the Exhibits attached hereto, are approved by the Board of Trustees of Clearcreek Township and embodies the requirements contained in Resolution No. 2733 dated April 15, 2004, Resolution No. 2851 dated February 3, 2005, Resolution No. 2854 dated March 3, 2005 and Resolution No. 2903 dated June 23, 2005 as to each element that should be set forth as a covenant against the subject property.

The approval and signature below has been authorized by Resolution No. 3105 dated July 6, 2006.

Board of Trustees of Clearcreek Township:

By: Ed Wade
Print: Ed Wade
Title: Chairman

STATE OF OHIO)
) SS:
COUNTY OF WARREN)

BE IT REMEMBERED, that the foregoing instrument was acknowledged before me, a notary public in and for said state, this 10th day of July, 2006 by Ed Wade, Chairman of Clearcreek Township, on behalf of the Board of Trustees.

Elizabeth Feltners
Notary Public



This instrument was prepared by:
Christopher P. Finney, Esq.
FINNEY, STAGNARO,
SABA & KLUSMEIER CO., L.P.A.
2623 Erie Avenue
Cincinnati, Ohio 45208
(513) 533-2700 (phone)
(513) 533-2999 (fax)

BOOK 4277 PAGE 508

Exhibit A

- M = MULTI-FAMILY
- L = LEGACY
- E = ESTATES
- F = FALLS
- TL = TURNING LEAF
- 55 = 55' LOTS
- 70 = 70' LOTS
- 80 = 80' LOTS
- 90 = 90' LOTS
- 110 = 110' LOTS
- 150 = 150' LOTS
- B2 = BUSINESS

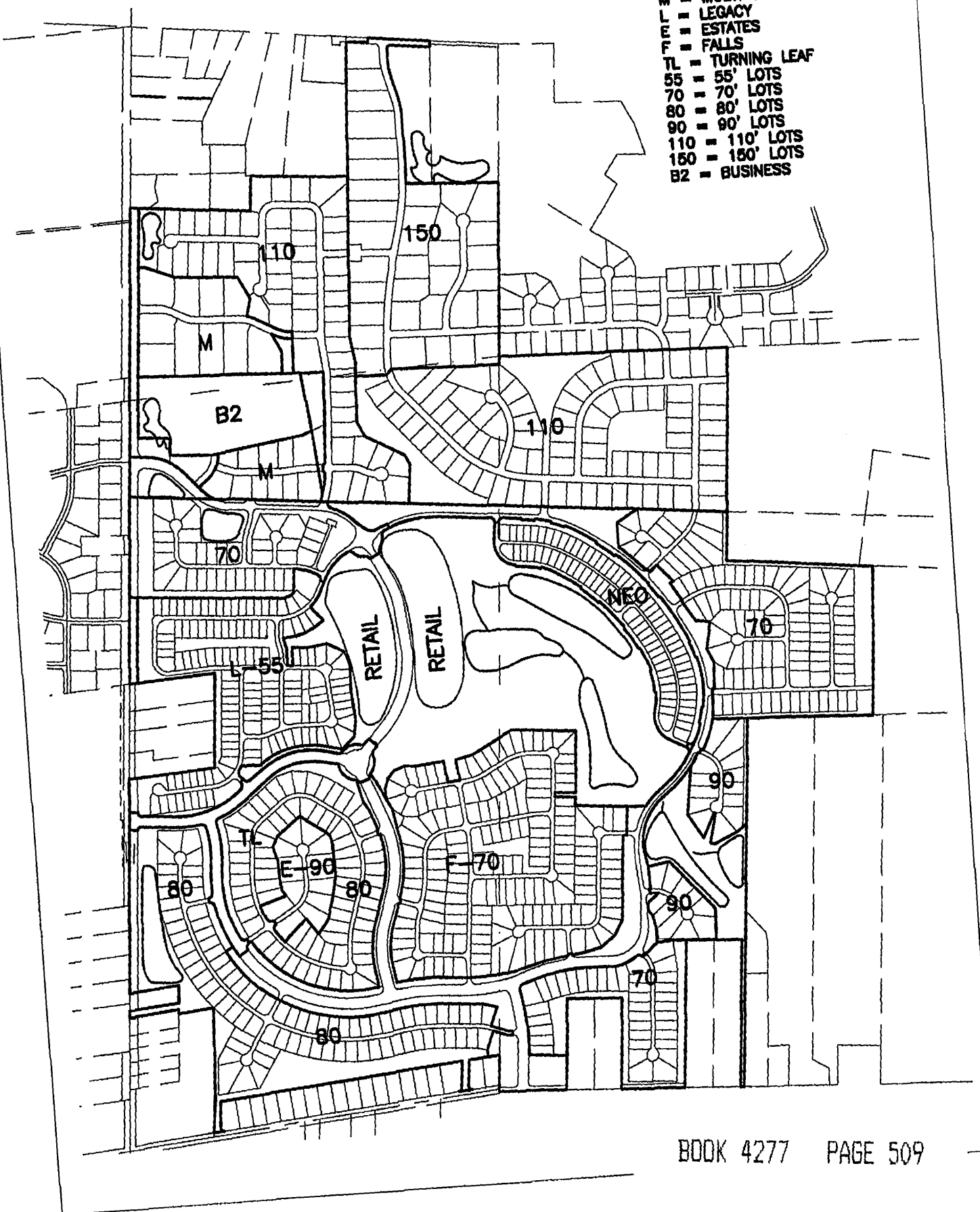


Exhibit B-1

**DESCRIPTION OF
26.0278 ACRES
FOR LIEN AGREEMENT PURPOSES
WARREN COUNTY, OHIO
MAY 18, 2006**

Situate in State of Ohio, County of Warren, Clearcreek Township, Part of Section 27, Township 3, Range 5, M.R.s, being part of a 422.3318 acre tract as conveyed to Beazer Homes Investments LLC, a Delaware Limited Liability Company by deed of record in O.R. 3967, Page 295, (all ^{WARREN COUNTY} ~~WARREN COUNTY~~ references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorder's Office, unless noted otherwise) and being more particularly bounded and described as follows:

Beginning in the centerline of Dayton Lebanon Pike (aka State Route 48) at a railroad spike found, said spike also being the northwest corner of said 422.3318 acre tract of land as conveyed to Beazer Homes Investments, LLC, a Delaware limited liability company, by deed of record in Official Record 3967, Page 295 being to the Recorder's Office, Warren County, Ohio, said spike also being in the Montgomery and Warren County lines and said spike being also the **POINT OF BEGINNING** of the herein described tract of land;

Thence South 84°50'00" East, a distance of 854.81 feet, leaving said Dayton Lebanon Pike and continuing along said Montgomery and Warren County common lines;

Thence continuing through the said 422.3318 acre tract the following described courses:

Thence S 84°50'00" E, a distance of 51.46 feet;

Thence S 84°50'00" E, a distance 531.78 feet;

Thence S 14°18'28" W, a distance 7.46 feet;

Thence along a curve to the left with a radius of 35.00 feet, arc length of 52.15 feet, a chord distance of 47.46 feet, delta angle of 85°22'22", and a chord which bears S 28°22'43" E;

Thence along a curve to the right with a radius of 415.00 feet, arc length of 192.56 feet, a chord distance of 190.84 feet, a delta angle of 26°35'07", and a chord which bears S 57°46'21" E;

Thence along a curve to the left with a radius of 35.00 feet, arc length of 34.91 feet, a chord distance of 33.48 feet, a delta angle of 57°09'17", and a chord which bears S 73°03'26" E;

Thence along a curve to the right with a radius of 130.00 feet, arc length of 134.01 feet, a chord distance of 128.16 feet, a delta angle of 59°03'51", and a chord which bears S 72°06'09" E;

Thence along a curve to the left with a radius of 35.00 feet, arc length of 44.47 feet, a chord distance of 41.54 feet, a delta angle of 72°48'11", and a chord which bears S 78°58'18" E;

Thence along a curve to the right with a radius of 815.00 feet, arc length of 39.04 feet, a chord distance of 39.03 feet, a delta angle of 02°44'39", and a chord which bears N 65°59'56" E;

Thence S 22°37'44" E, a distance of 30.00;

Thence along a curve to the left with a radius of 818.02 feet, arc length of 37.35 feet, a chord distance of 37.35 feet, a delta angle of 02°36'59", and a chord which bears S 66°02'22" W;

Thence along a curve to the left with a radius of 35.21 feet, arc length of 47.08 feet, a chord distance of 43.65 feet, a delta angle of 76°37'35", and a chord which bears S 27°50'01" W;

Thence along a curve to the right with a radius of 130.00 feet, arc length of 96.05 feet, a chord distance of 93.88 feet, a delta angle of 42°20'00", and a chord which bears S 14°48'05" W;

Thence along a curve to the left with a radius of 35.00 feet, arc length of 38.46 feet, a chord distance of 36.56 feet, a delta angle of 62°57'52", and a chord which bears S 04°29'09" W;

Thence S 63°00'13" W, a distance of 80.00;

Thence along a curve to the left with a radius of 35.00 feet, arc length of 38.46 feet, a chord distance of 36.56 feet, a delta angle of 62°57'52", and a chord which bears N 58°28'43" W;

Thence along a curve to the right with a radius of 130.00 feet, arc length of 99.51 feet, a chord distance of 97.10 feet, a delta angle of 43°51'32", and a chord which bears N 68°01'53" W;

Thence along a curve to the left with a radius of 35.01 feet, arc length of 43.83 feet, a chord distance of 41.02 feet, a delta angle of 71°44'29", and a chord which bears N 81°58'30" W;

Thence along a curve to the left with a radius of 385.00 feet, arc length of 241.98 feet, a chord distance of 238.01 feet, a delta angle of 36°00'40", and a chord which bears S 43°31'56" W;

Thence S 25°31'36" W, a distance of 38.20;

Thence N 64°28'24" W, a distance of 30.00;

Thence along a curve to the left with a radius of 35.00 feet, arc length of 54.06 feet, a chord distance of 48.84 feet, a delta angle of 88°29'45", and a chord which bears N 18°43'16" W;

Thence N 62°58'09" W, a distance of 29.15;

Thence along a curve to the left with a radius of 375.00 feet, arc length of 149.65 feet, a chord distance of 148.65 feet, a delta angle of 22°51'51", and a chord which bears N 74°24'04" W;

Thence S 04°10'00" W, a distance of 177.43;

Thence S 53°07'32" W, a distance of 27.47;

Thence S 70°56'55" W, a distance of 49.56;

Thence N 85°50'00" W, a distance of 1063.83;

Thence S 04°10'00" W, a distance of 623.16;

Thence S 86°14'24" W, a distance of 60.58;

Thence N 04°10'00" E, a distance of 1361.32 feet to the **POINT OF BEGINNING**, containing 26.0278 acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

This description has been prepared for lien agreement purposes only.

Prepared by:

R.D. ZANDE & ASSOCIATES

VILLAGES OF WINDOMB CREEK FALLS AT WINDOMB CREEK

BOOK 4277 PAGE 511

Pg 76 Pg 19-20

P:\C1005sf.1 610 ACSurvey\Legal Desc\FSSK DOCS\Lien Ag Descriptions\The Falls Warren ac.doc

Sidwell #	Lot#	Sidwell #	Lot#
05-27-200-010	Res 'B'	05-27-200-033	23
05-27-200-011	1	05-27-200-034	24
05-27-200-012	2	05-27-200-035	25
05-27-200-013	3	05-27-200-036	26
05-27-200-014	4	05-27-200-037	Res 'A'
05-27-200-015	5	05-27-200-038	Res 'C'
05-27-200-016	6	05-27-213-001	Res 'E'
05-27-200-017	7	05-27-213-002	Res 'D'
05-27-200-018	8	05-27-213-003	27
05-27-200-019	9	05-27-213-004	28
05-27-200-020	10	05-27-213-005	29
05-27-200-021	11	05-27-213-006	30
05-27-200-022	12	05-27-213-007	31
05-27-200-023	13	05-27-213-008	32
05-27-200-024	14	05-27-213-009	33
05-27-200-025	15	05-27-213-010	34
05-27-200-026	16	05-27-213-011	35
05-27-200-027	17	05-27-213-012	36
05-27-200-028	18	05-27-213-013	37
05-27-200-029	19	05-27-213-014	Res 'AA'
05-27-200-030	20	05-27-214-001	Res 'I'
05-27-200-031	21	05-27-215-001	Res 'H'
05-27-200-032	22	05-27-216-001	Res 'G'

Exhibit B-2

**DESCRIPTION OF
THE FALLS 6.130 ACRES
EXHIBIT B-2
MONTGOMERY COUNTY, OHIO
OCTOBER 20, 2005**

Situate in State of Ohio, County of Montgomery, Washington Township, Part of Section 27 and part of Section 28, Township 3, Range 5, M.R.s, being part of a 187.517 acre tract as conveyed to Beazer Homes Investments LLC, a Delaware Limited Liability Company by deed of record in I.R. Deed #05-086099, (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorder's Office, unless noted otherwise) and being more particularly bounded and described as follows:

Beginning in the centerline of Dayton Lebanon Pike (aka State Route 48), being also the southwest corner of said 187.517 acre tract, and being also the northwest corner of a 422.3318 acre tract of land as conveyed to Beazer Homes Investments, LLC, a Delaware limited liability company, by deed of record in Official Record 3967, Page 295 being to the Recorder's Office, Warren County, Ohio;

Thence North 4 degrees 10 minutes 00 seconds East, a distance of 2096.82 feet, continuing along the line common to the said 187.517 acre tract and said Dayton Lebanon Pike;

Thence crossing the said 187.517 acre tract by the following eight (8) described courses:

1. South 84 degrees 40 minutes 14 seconds East, a distance of 60.01 feet;
2. South 4 degrees 10 minutes 00 seconds West, a distance of 1666.46 feet;
3. South 84 degrees 50 minutes 19 seconds East, a distance of 232.69 feet;
4. South 5 degrees 09 minutes 41 seconds West, a distance of 174.77 feet, being also a point of curvature;
5. Along the arc of a curve to the right, said curve having a radius of 413.50 feet, a delta angle of 18 degrees 04 minutes 57 seconds, the chord of said curve that bears South 51 degrees 51 minutes 26 seconds East, a chord distance of 129.96 feet to a point of tangency;
6. South 42 degrees 48 minutes 57 seconds East, a distance of 20.23 feet;
7. South 40 degrees 31 minutes 31 seconds East, a distance of 148.81 feet, being also a point of curvature;
8. Along the arc of a curve to the left, said curve having a radius of 324.00 feet, a delta angle of 21 degrees 39 minutes 10 seconds, the chord of said curve that bears South 51 degrees 21 minutes 06 seconds East, a chord distance of 121.72 feet to a point of tangency, being also in the line common to Warren County and Montgomery County;

Thence North 84 degrees 50 minutes 00 seconds West, a distance of 617.27 feet to the **POINT OF BEGINNING**, containing 6.130 acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

This description has been prepared for lien agreement purposes only.

Prepared by:

R.D. ZANDE & ASSOCIATES

Exhibit C

Lot Number(s)	Lot Type	Right to use Master Amenities, Common Areas and Easements	Nominal Value
1-37	"Seventy Feet (70') Wide" Lots	YES	100

BOOK 4277 PAGE 513

Exhibit D-1

Seventy Feet (70') Wide Lots

(i) **Floor Area:** The total floor area of the main structure, exclusive of the open porches, garages steps, and basements shall be:

- (a) not less than less than one thousand four hundred fifty (1,450) square feet for a ranch (single story) home, and
- (b) not less than two thousand (2,000) square feet for a 2-story home.

(ii) **Landscaping Requirements:** In addition to the requirements for those Lots with Perimeter Landscape Buffers as set forth on the Plats and as referenced in **Section 9.3**, above, the landscaping must meet the following minimum requirements, within the timeframe provided in **Section 4.16.2:**

- (a) two trees in the front yard with a minimum caliper of two inches (one of which will be from the "approved list of trees" described below), both in a location specified by the Declarant;
- (b) five evergreen shrubs with a minimum height of 24 inches;
- (c) three deciduous shrubs with a minimum height of 18 inches;
- (d) five evergreen ground coverings with a minimum size of two gallons;
- (e) seven perennials consisting of (i) two ornamental grasses with a minimum size of three gallons each and (ii) five day lilies or other perennials with a minimum size of one gallon each.

A typical landscape layout plan will be provided by the Declarant. Any deviation from the plan will be as approved by the ARC.

For purposes of **Exhibits D-1 through D-7** of this Declaration the term "approved list of trees" means one of the following varieties:

- (a) Aristocrat Pear (Pyrus Calleryana Aristocrat);
- (b) Autumn Purple Ash (Fraxinus Americana Autumn Purple);
- (c) Skyline Honey Locust (Gledistia Triacanthos Inermis)
- (d) Chanticleer Pear (Pyrus Calleryana Chanticleer)

BOOK 4277 PAGE 514

Exhibit D-2

Eighty Feet (80') Wide Lots

(i) **Floor Area:** The total floor area of the main structure, exclusive of the open porches, garages, steps, and basements shall be:

(a) not less than less than one thousand eight hundred (1,800) square feet for a ranch (single story) home; and

(b) not less than two thousand four hundred (2,400) square feet for a 2-story home.

(ii) **Landscaping Requirements:** In addition to the requirements for those Lots with Perimeter Landscape Buffers as set forth on the Plats and as referenced in **Section 9.3**, above, the landscaping must meet the following minimum requirements, within the timeframe provided in **Section 4.16.2:**

- (a) two trees in the front yard with a minimum caliper of two inches (one of which will be from the "approved list of trees" described below), both in a location specified by the Declarant;
- (b) five evergreen shrubs with a minimum height of 24 inches;
- (c) five deciduous shrubs with a minimum height of 18 inches;
- (d) seven evergreen ground coverings with a minimum size of two gallons;
- (e) ten perennials consisting of (i) three ornamental grasses with a minimum size of three gallons each and (ii) seven day lilies or other perennials with a minimum size of one gallon each.

A typical landscape layout plan will be provided by the Declarant. Any deviation from the plan will be as approved by the ARC.

BOOK 4277 PAGE 515

Exhibit D-3

Ninety Feet (90') Wide Lots

(i) **Floor Area**: The total floor area of the main structure, exclusive of the open porches, garages, steps, and basements shall be:

(a) not less than one thousand eight hundred (1,800) square feet for a ranch (single story) home; and

(b) not less than two thousand four hundred (2,400) square feet for a 2-story home.

(ii) **Exterior & Design Requirements**: Each house constructed on such a Lot shall have a minimum side yard setback of five feet (5') on one side, and twenty-eight feet (28') on the other side.

(iii) **Landscaping Requirements**: In addition to the requirements for those Lots with Perimeter Landscape Buffers as set forth on the Plats and as referenced in **Section 9.3**, above, the landscaping must meet the following minimum requirements, within the timeframe provided in **Section 4.16.2**:

(a) two trees in the front yard with a minimum caliper of two inches (one of which will be from the "approved list of trees" described below), both in a location specified by the Declarant;

(b) five evergreen shrubs with a minimum height of 24 inches;

(c) five deciduous shrubs with a minimum height of 18 inches;

(d) seven evergreen ground coverings with a minimum size of two gallons;

(e) ten perennials consisting of (i) three ornamental grasses with a minimum size of three gallons each and (ii) seven day lilies or other perennials with a minimum size of one gallon each.

A typical landscape layout plan will be provided by the Declarant. Any deviation from the plan will be as approved by the ARC.

Exhibit D-4

"Patio Home" Lots

(i) **Floor Area**: The total floor area of the main structure, exclusive of the open porches, garages, steps, and basements shall be:

(a) not less than less than one thousand four hundred (1,400) square feet for a ranch (single story) home; and

(b) not less than one thousand eight hundred (1,800) square feet for a 2-story home.

(ii) **Landscaping Requirements**: In addition to the requirements for those Lots with Perimeter Landscape Buffers as set forth on the Plats and as referenced in **Section 9.3**, above, the landscaping must meet the following minimum requirements, within the timeframe provided in **Section 4.16.2**:

(a) one tree with a minimum caliper of two inches;

(b) five evergreen shrubs with a minimum height of 24 inches;

(c) three deciduous shrubs with a minimum height of 18 inches;

(d) five evergreen ground coverings with a minimum size of two gallons;

(e) seven perennials consisting of (i) two ornamental grasses with a minimum size of three gallons each and (ii) five day lilies or other perennials with a minimum size of one gallon each.

A typical landscape layout plan will be provided by the Declarant. Any deviation from the plan will be as approved by the ARC.

Exhibit D-5

“Neo-Traditional” Lots

(i) **Floor Area:** The total floor area of the main structure, exclusive of the open porches, garages, steps, and basements shall be:

(a) not less than less than one thousand three hundred (1,300) square feet for a ranch (single story) home; and

(b) not less than one thousand eight hundred (1,800) square feet for a 2-story home.

(ii) **Exterior & Design Requirements:**

(a) The exterior wrap of the house constructed on such a Lot will be as determined by the ARC, in its sole discretion; and

(b) The roofing materials of the house constructed on such a Lot will be as determined by the ARC, in its sole discretion.

(iii) **Landscaping Requirements:** In addition to the requirements for those Lots with Perimeter Landscape Buffers as set forth on the Plats and as referenced in **Section 9.3**, above, the landscaping must meet the following minimum requirements, within the timeframe provided in **Section 4.16.2**:

(a) one tree with a minimum caliper of two inches;

(b) three evergreen shrubs with a minimum height of 24 inches;

(c) three deciduous shrubs with a minimum height of 18 inches;

(d) three evergreen ground coverings with a minimum size of two gallons;

(e) seven perennials consisting of (i) two ornamental grasses with a minimum size of three gallons each and (ii) five day lilies or other perennials with a minimum size of one gallon each.

A typical landscape layout plan will be provided by the Declarant. Any deviation from the plan will be as approved by the ARC.

BOOK 4277 PAGE 518

Exhibit D-6

20,000 Square Feet Lots

(i) **Floor Area**: The total floor area of the main structure, exclusive of the open porches, garages, steps, and basements shall be:

(a) not less than less than two thousand four hundred (2,400) square feet for a ranch (single story) home; and

(b) not less than three thousand (3,000) square feet for a 2-story structure.

(ii) **Landscaping Requirements**: In addition to the requirements for those Lots with Perimeter Landscape Buffers as set forth on the Plats and as referenced in **Section 9.4**, above, the landscaping must meet the following minimum requirements, within the timeframe provided in **Section 4.16.2**:

- (a) two trees in the front yard with a minimum caliper of two inches (one of which will be from the “approved list of trees” described below), both in a location specified by the Declarant;
- (a) one additional evergreen tree at least 6’ in height;
- (c) five evergreen shrubs with a minimum height of 24 inches;
- (d) five deciduous shrubs with a minimum height of 18 inches;
- (e) five evergreen ground coverings with a minimum size of two gallons;
- (f) twelve perennials consisting of (i) two ornamental grasses with a minimum size of three gallons each and (ii) five day lilies or other perennials with a minimum size of one gallon each.

A typical landscape layout plan will be provided by the Declarant. Any deviation from the plan will be as approved by the ARC.

BOOK 4277 PAGE 519

Exhibit D-7

40,000 Square Feet Lots

(i) **Floor Area**: The total floor area of the main structure, exclusive of the open porches, garages, steps, and basements shall be:

(a) not less than less than three thousand (2,400) square feet for a ranch (single story) home;
and

(b) not less than four thousand five hundred (3,000) square feet for a 2-story structure.

(ii) **Landscaping Requirements**: In addition to the requirements for those Lots with Perimeter Landscape Buffers as set forth on the Plats and as referenced in **Section 9.3**, above, the landscaping must meet the following minimum requirements, within the timeframe provided in **Section 4.16.2**:

- (a) two trees in the front yard with a minimum caliper of two inches (one of which will be from the "approved list of trees" described below), both in a location specified by the Declarant;
- (b) one additional evergreen tree at least 6' in height;
- (c) five evergreen shrubs with a minimum height of 24 inches;
- (d) five deciduous shrubs with a minimum height of 18 inches;
- (e) five evergreen ground coverings with a minimum size of two gallons;
- (f) twelve perennials consisting of (i) two ornamental grasses with a minimum size of three gallons each and (ii) five day lilies or other perennials with a minimum size of one gallon each.

A typical landscape layout plan will be provided by the Declarant. Any deviation from the plan will be as approved by the ARC.

BOOK 4277 PAGE 520

Exhibit E

**BY-LAWS
AND
REGULATIONS
OF
THE VILLAGES OF WINDING CREEK
MASTER PROPERTY OWNERS ASSOCIATION**

TABLE OF CONTENTS

<u>ITEM</u>	<u>PAGE NO.</u>
ARTICLE I.....	1
The Master Association.....	1
1.1 Name and Location.....	1
ARTICLE II.....	1
Membership	1
2.1 Member.....	1
2.2 Annual Meeting.....	1
2.3 Special Meetings.....	1
2.4 Notice of Meetings.....	1
2.5 Quorum.....	1
2.6 Adjourned Meetings.....	2
2.7 Proxies.....	2
2.8 Voting.....	2
2.9 Suspension of Voting Privileges.....	2
ARTICLE III.....	2
Board of Trustees; Selection; Term of Office.....	2
3.1 Number.....	2
3.2 Selection; Term of Office.....	3
3.3 Removal.....	3
3.4 Compensation.....	3
3.5 Action Taken Without a Meeting.....	3
ARTICLE IV.....	3
Nomination and Election of Trustees.....	3
4.1 Nomination.....	3
4.2 Election.....	3
4.3 Declarant Appointments.....	3
ARTICLE V.....	4
Meetings of Trustees.....	4
5.1 Regular Meetings.....	4
5.2 Special Meetings.....	4
5.3 Quorum.....	4
5.4 Telephonic Meetings.....	4
ARTICLE VI.....	4
Powers and Duties of the Board of Trustees.....	4

6.1 Powers.....	4
6.2 Duties.....	5
ARTICLE VII.....	6
Officers and their Duties.....	6
7.1 Enumeration of Officers.....	6
7.2 Election of Officers.....	6
7.3 Term.....	6
7.4 Special Appointments.....	6
7.5 Resignation and Removal.....	6
7.6 Vacancies.....	6
7.7 Multiple Offices.....	7
7.8 Duties.....	7
ARTICLE VIII.....	7
Committees.....	7
ARTICLE IX.....	7
Indemnification of Trustees and Officers.....	7
ARTICLE X.....	9
Miscellaneous.....	9
10.1 Books and Records.....	9
10.2 Fiscal Year.....	9
10.3 Execution of Master Association Documents.....	9
10.4 Amendments.....	9

BY-LAWS AND REGULATIONS OF
THE VILLAGES OF WINDING CREEK
MASTER PROPERTY OWNERS ASSOCIATION

ARTICLE I
THE MASTER ASSOCIATION

Section 1.1. Name and Location. The name of the corporation is The Villages of Winding Creek Master Property Owners Association ("Master Association"). The initial principal office of the Master Association shall be located at the offices of Beazer Homes Investments, LLC, which is the developer of the Subdivision (hereinafter referred to as "Declarant"), whose address is 9961 Cincinnati-Dayton Road, West Chester, Ohio 45069. However, such principal office of the Master Association may be changed by the Board of Trustees, and meetings of Members (hereinafter defined) and Trustees (hereinafter defined) may be held at such places as may be designated by the Board of Trustees as well.

ARTICLE II
MEMBERSHIP

Section 2.1. Member. "Member" shall mean any person or entity who is a record owner of any residential building lot ("Lot") which is subject to the Master Declaration (hereafter defined) (the "Property"). If Declarant develops or purchases additional real estate which it wishes to add to the Property, it may, if it so chooses, make the owners of such additional property Members of the Association. As Members, such owners of the lots in additional sections of the Subdivision will have the same rights and responsibilities as the owners in this instant phase have.

Section 2.2. Annual Meeting. The first annual meeting of the Members of the Master Association shall be held at such time as determined by Declarant but not later than within sixty (60) days after the date that the Declarant assigns its rights and interests in the Subdivision to the Master Association pursuant to the terms and conditions set forth in the Master Declaration of Protective Covenants and Restrictions for the Villages of Winding Creek and any amendments thereto (the "Master Declaration"), which is recorded in the official records of Montgomery and Warren Counties, Ohio. Each additional annual meeting of the Members shall be held in the same month of subsequent years, on a date and time fixed by the Board of Trustees at such other time and date as may be determined by the Board of Trustees.

Section 2.3. Special Meetings. Special meetings of the Members may be called at any time by the President, by a majority vote of the Board of Trustees, or upon written request of the Members who are entitled to vote one-third (1/3) of all the votes of the Master Declaration.

Section 2.4. Notice of Meetings. Except as otherwise provided in the Master Declaration, written notice of each meeting of the Members shall be given by, or at the direction of the Secretary or person authorized to call the meeting, by mailing or delivering a copy of such notice, at least fifteen (15) days before such meeting, to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Master Association, or supplied in writing by

each Member to the Master Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in case of a special meeting, the purpose of the meeting.

Section 2.5. Quorum. The presence at the meeting of Members entitled to cast, and of proxies entitled to cast, fifty percent (50%) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in these By-Laws and Regulations. If however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 2.6. Adjourned Meetings. If, at any regular or special meeting of the Members of the Master Association, there shall be less than a quorum present, a majority of those Members present and entitled to vote may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called, at which time the quorum requirement shall be one-third (1/3) of the votes of the membership of the Master Association, and any business which might lawfully have been transacted at the meeting as originally called may be transacted without further notice.

Section 2.7. Proxies. At all meetings of the Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable upon providing written notice to the Secretary of such revocation and shall automatically cease upon conveyance by the Member of his Lot.

Section 2.8. Voting. Subject to Declarant's Class B Membership voting rights as set forth in the Master Declaration, the owner of each Lot will have one (1) vote as a Member of the Master Association. To the extent that the ownership rights in a Lot are divided, each owner will hold the same percentage of right to cast one (1) vote as it has a percentage interest in a Lot. If an owner owns more than one (1) Lot, it will have as many votes as it has Lots. A majority of the voting rights of those present, either in person or by proxy, shall decide any questions brought before the meeting, unless the question is one upon which a different vote is required by provision of the laws of Ohio or these By-Laws and Regulations.

Section 2.9. Suspension of Voting Privileges. No Member shall be eligible to vote or to be elected to the Board of Trustees if any assessment owed by said Member to the Master Association remains outstanding thirty (30) days after the billing date for such assessment on the books of the Master Association.

ARTICLE III BOARD OF TRUSTEES; SELECTION; TERM OF OFFICE

Section 3.1. Number. The affairs of this Master Association shall be managed by a Board of Trustees, who need not be Members of the Master Association. The original number of Trustees shall be three (3). Thereafter, the number of Trustees shall be not fewer than three (3) nor more than seven (7), as may be determined from time to time by the Master Association.

Section 3.2. Selection, Term of Office. Declarant shall appoint the initial members of the Board of Trustees. The Declarant reserves the right to control and direct the Board of Trustees (including the making of all appointments thereto and removing any member thereof) until such time as twenty-five percent (25%) of the Lots contain fully constructed houses and are sold to homebuyers. At such time as twenty-five percent (25%) of such Lots are sold to homebuyers, those homebuyer/Members shall then have the right to appoint two (2) of the five (5) members of the Board of Trustees. At that time, Declarant shall retain the right to control three (3) members of the Board of Trustees until it no longer owns any portion of the Property. Should the Declarant decide to relinquish control of the Board of Trustees prior to the expiration of the control period stated above, it may do so by causing all its members to resign by providing written notice to the Master Association.

Section 3.3. Removal. Any Trustee may be removed from the Board of Trustees, with or without cause, by a vote of two-thirds (2/3) of the Members of the Master Association. In the event of death, resignation or removal of a Trustee, his successor shall be selected by the remaining members of the Board of Trustees and shall serve for the unexpired term of his predecessor. The provisions of this Section 3.3 shall not apply to members of the Board of Trustees appointed by the Declarant.

Section 3.4. Compensation. Members of the Board of Trustees shall serve without compensation. However, any Trustee may be reimbursed for his reasonable expenses incurred in the performance of his duties.

Section 3.5. Action Taken Without a Meeting. The Trustees shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written approval of all the Trustees. Any action so approved shall have the same effect as though taken at a meeting of the Trustees.

ARTICLE IV NOMINATION AND ELECTION OF TRUSTEES

Section 4.1. Nomination. Nomination for election of any members of the Board of Trustees to be appointed by the Members shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Trustees, and two or more Members of the Master Association. The Nominating Committee shall be appointed by the Board of Trustees at least sixty (60) days prior to each annual meeting of the Members, to serve from the time of appointment until the close of the next annual meeting, and such appointment shall be announced at the next regular Board meeting. The Nominating Committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 4.2. Election. Election to the Board of Trustees shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under these By-Laws and Regulations. The persons receiving the largest

number of votes shall be elected. Cumulative voting is not permitted.

Section 4.3. Declarant Appointments. The provisions of this Article IV shall not apply to members of the Board of Trustees appointed by the Declarant.

ARTICLE V MEETINGS OF TRUSTEES

Section 5.1. Regular Meetings. The Board of Trustees shall meet annually within ten (10) days after the annual meeting of Members and, in addition to the annual meeting, shall meet at regular meetings established as to time and place by resolution of the Board of Trustees. Should any regular meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day that is not a legal holiday.

Section 5.2. Special Meetings. Special meetings of the Board of Trustees shall be held when called by the President of the Master Association or by a majority vote of the Board of Trustees, after not less than three (3) days notice to each Trustee. Members of the Association shall not be entitled to attend such special meetings.

Section 5.3. Quorum. A majority of the number of Trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Trustees present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Trustees.

Section 5.4. Telephonic Meetings. The Trustees may participate in and act at any meeting of the Board of Trustees through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the person or persons so participating.

ARTICLE VI POWERS AND DUTIES OF THE BOARD OF TRUSTEES

Section 6.1. Powers. The Board of Trustees shall have power to:

(a) adopt and publish rules and regulations governing the use of the Master Amenities, Common Areas and Easements and Basic Amenities, Common Areas and Easements, the personal conduct of the Members and their guests thereon, enforcement of the protective covenants and restrictions contained in the Master Declaration and to establish and levy penalties and fees for the infraction thereof;

(b) suspend the voting rights and right to use of the Master Amenities, Common Areas and Easements and Basic Amenities, Common Areas and Easements (except the right to ingress and egress to a Lot) by a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Master Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days, for infraction of

published rules and regulations;

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

(d) declare the office of a member of the Board of Trustees to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Trustees; and

(e) employ such independent contractors, and other employees as the Board of Trustees deems appropriate, and to prescribe their duties.

Section 6.2. Duties. It shall be the duty of the Board of Trustees to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by two-thirds (2/3) of Members who are entitled to vote;

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

(c) as more fully provided hereafter, to:

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

(2) send written notice of each assessment to every owner subject thereto at least fifteen (15) days in advance of each annual assessment period; and

(3) foreclose a lien against any Lot for which assessments are not paid within sixty (60) days after the due date or bring an action at law against the owner personally obligated to pay the same, if the Board of Trustees deems foreclosure or other action necessary.

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

(e) enforce the protective covenants and restrictions contained in the Master Declaration on behalf of the Master Association and to establish and levy such fees and penalties against any Member for non-payment of assessments, delinquent assessments or breach of such

covenants and restrictions contained in the Master Declaration;

(f) procure and maintain adequate insurance for the Association as set forth in the Master Declaration;

(g) cause all officers having fiscal responsibilities to be bonded; and

(h) cause all the Master Amenities, Common Areas and Easements and Basic Amenities, Common Areas and Easements, landscape easements, drainage easements, and utility easements shown on the Plats, the entrance monumentation and landscaped area surrounding the same, and all traffic signs on the Property (including, without limitation, all street signs, stop signs, parking signs, speed limit signs, and directional signs) to be maintained.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 7.1. Enumeration of Officers. The officers of this Master Association shall be a President and Vice-President, who shall at all times be members of the Board of Trustees, a Secretary, and a Treasurer, and such other officers as the Board of Trustees may from time to time by resolution create.

Section 7.2. Election of Officers. While the Declarant retains any Class B Membership voting rights, the Declarant shall appoint the officers of the Master Association. After such time, the election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the Members.

Section 7.3. Term. The officers of this Master Association shall be elected annually by the Board of Trustees and each shall hold office for one (1) year and until his successor is elected and qualified, unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 7.4. Special Appointments. The Board of Trustees may elect such other officers as the affairs of the Master Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board of Trustees may, from time to time, determine.

Section 7.5. Resignation and Removal. Any officer may be removed from office with or without cause by a majority vote of the Board of Trustees. Any officer may resign at any time by giving written notice to the Board of Trustees, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Trustees. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7.7. Multiple Offices. The same person may hold the office of Secretary and Treasurer. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 7.4 of this Article.

Section 7.8. Duties. The duties of the officers are as follows:

(a) President - The President shall preside at all meetings of the Board of Trustees; shall see that orders and resolutions of the Board of Trustees are carried out; and shall act as chief executive officer.

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

(c) Secretary - The Secretary shall cause the record the votes and keep the minutes of all meetings and proceedings of the Board of Trustees and of the Members; serve notice of meetings of the Board of Trustees and of the Members; keep appropriate current records showing the Members of the Master Association together with their addresses, and shall perform such other duties as required by the Board of Trustees. In addition, it shall be the duty of the Secretary to see that the Notice of Continued Existence for the Association is regularly filed with the Secretary of the State of Ohio, to guarantee that the corporate charter shall remain in good standing.

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

ARTICLE VIII COMMITTEES

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

ARTICLE IX INDEMNIFICATION OF TRUSTEES AND OFFICERS

The Association shall indemnify each person, and the heirs, legal representatives, executors, and administrators of such person, who is or was a Trustee or officer of this Association, or of any other corporation if serving as such at the request of this Association, against all costs and expenses reasonably incurred by him or her or imposed upon him or her in connection with or arising out of

any claim, action, suit, proceeding, or investigation, civil, criminal, or administrative, of whatever nature, to which he is made or threatened to be made a party or in which he is necessarily involved, by reason of his being or having been a Trustee or officer of this Association or such other corporation (whether or not he continues to be a Trustee or officer at the time of incurring such expenses), or in connection with any negotiation or settlement thereof or appeal therein, except in relation to matters as to which he shall be finally adjudged liable for negligence or guilty of misconduct in the performance of his duties as such Trustee or officer, and provided that indemnification shall be made only if such Trustee or officer is determined in the manner hereinafter provided to have been acting in good faith in which he reasonably believed to be the best interests of the Association and, in any matter the subject of a criminal action, suit, or proceeding, had no reasonable cause to believe that his conduct was unlawful.

There shall be included in such indemnification, together with all other costs and expenses, attorneys' fees and disbursements, judgments (other than amounts paid or required to be paid to the Association itself), fines, and penalties and amounts paid in settlement (other than amounts paid or agreed to be paid to the Association itself), provided that, in the case of amounts paid in settlement, the amount thereof shall have been approved by a judicial or administrative adjudication or by the disinterested Trustees or independent counsel, as hereinafter provided.

Entry of a judgment by consent as part of a settlement or, in the case of a criminal action, suit, or proceeding, the entering of a plea of nolo contendere, or its equivalent, shall not of itself be deemed an adjudication or determination that the person consenting to such judgment or entering such plea has been negligent or guilty of misconduct in the performance of his duties as such Trustee or officer, or that the action complained of was not taken in good faith in the reasonable belief that it was in the best interests of this Association, or that such person had reasonable cause to believe that his conduct was unlawful.

In the case of an adjudication in which the Trustee or officer involved is successful, he shall be entitled to indemnification as of right. In all other cases in which the Trustee or officer involved may be entitled to indemnification by reason of the provisions of this Article IX, indemnification shall be made only upon either (a) the determination in writing of a majority of the disinterested Trustees of the Association, where all of the disinterested Trustees constitute a majority of the whole Board of Trustees, that the Trustee or officer in question was not negligent or guilty of misconduct in the performance of his duties and that he was acting in good faith in what he reasonably believed to be the best interests of the Association and, in any matter the subject of a criminal action, suit, or proceeding, had no reasonable cause to believe that his conduct was unlawful, or (b) if one-half or more of the members of the Board of Trustees of the Association are parties to the claim, action, suit, proceeding, or investigation in question or for any other reason are not disinterested, a determination to the same effect as that set forth in the foregoing clause made by and set forth in a written advice of independent counsel, who may be the regular counsel of the Association, concurred in writing by a majority of the disinterested Trustees of the Association if there shall be any such. In making the foregoing determination, a disinterested Trustee shall be entitled to place conclusive reliance upon the written advice of such counsel. For purposes of this Article, a Trustee shall be considered disinterested unless he has, or at any time has had, an interest adverse to the Association in the claim,

action, suit, proceeding, or investigation, or the subject matter or outcome thereof, in which event he shall not be considered disinterested. Anything in this Article to the contrary notwithstanding, if a judicial or administrative body determines as a part of the settlement of any claim, action, suit, proceeding, or investigation that the Association should indemnify a Trustee or officer for the amount of the settlement, the Association shall indemnify the Trustee or officer for the amount of the settlement in accordance with such determination.

Expenses incurred with respect to any claim, action, suit, proceeding, or investigation of the character described in this Article may be advanced by the Association prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the Trustee or officer to repay such amount if it is ultimately determined, under the procedure set forth in this Article, that he is not entitled to indemnification or, where indemnification is granted, to the extent the expenses so advanced exceed the indemnification to which he is entitled.

The foregoing right of indemnification shall not be exclusive of any other rights which any Trustee or officer may be or become entitled to by law or be lawfully granted by contract with the Association, by vote of the Members or otherwise.

In the discretion of the Board of Trustees, any other employee of the Association who is not a Trustee or officer thereof may be indemnified by the Association under the circumstances and to the extent that such indemnification of a Trustee or officer would be required or authorized under this Article.

ARTICLE X MISCELLANEOUS


Section 10.1. Books and Records. The books, records and papers of the Master Association shall at all times, during reasonable business hours, be subject to inspection by any Member, and any holder, insurer or guarantor of a first mortgage on a Lot. The Articles of Incorporation and the By-Laws and Regulations of the Master Association shall be available for inspection by any Member at the principal office of the Master Association, where copies may be purchased at reasonable cost.

Section 10.2. Fiscal Year. The fiscal year shall be the calendar year, except that the first fiscal year of the Master Association shall begin on the date of incorporation. The commencement date of the fiscal year herein established may be changed by the Board of Trustees should corporate practice subsequently dictate.

Section 10.3. Execution of Master Association Documents. All notes, contracts, other documents, checks, and other drafts shall be executed on behalf of the Master Association by such officers, agents or other persons as are from time to time designated by the Board of Trustees.

Section 10.4. Amendments. These By-Laws and Regulations and/or the Articles of Incorporation for the Master Association may be amended by a vote of at least three-fourths (3/4) of the voting rights of the Members entitled to vote at a regular or special meeting of the Members.

Book 4277 Page 532A

TRANSFER NOT NECESSARY
NICK NELSON, AUDITOR
WARREN COUNTY, OHIO 

AUG 29 2006

NICK NELSON
AUDITOR, WARREN CO. OHIO

BETH DECKARD - WARREN COUNTY RECORDER
Doc #: 612730 Type: DEED
Filed: 8/29/2006 14:29:52 \$ 468.00
OR Volume: 4277 Page: 476 Return: N
Rec#: 17894 Pages: 57
BILLIE K ELM

136.00 03/22/07 09:42:54
SP-1-07-023290 0003
Montgomery County Recorder
Willis E. Brackshor

FIRST AMENDMENT TO MASTER DECLARATION OF PROTECTIVE COVEANTS AND RESTRICTIONS FOR THE VILLAGES OF WINDING CREEK

THIS FIRST AMENDMENT TO MASTER DECLARATION OF PROTECTIVE COVEANTS AND RESTRICTIONS FOR THE VILLAGES OF WINDING CREEK ("First Amendment") is made this 26th day of February, 2007 by BEAZER HOMES INVESTMENTS, LLC, a Delaware limited liability company (the "Declarant").

RECITALS

- A. Declarant is the owner of certain property in both Montgomery County, Ohio by deed recorded on August 26, 2005 at Deed Microfiche #05-086099 and Warren County, Ohio by deed recorded on August 26, 2005 in Official Record Volume 3967, Page 295 totaling 609.8493 acres of real estate (the "Real Estate").
- B. Declarant has previously subjected certain portions of the Real Estate (the "Property") to that certain Master Declaration of Protective Covenants and Restrictions for the Villages Of Winding Creek ("Declaration") by instrument recorded August 29, 2006 in Official Record Volume 4277, Page 476 of the Warren County, Ohio Records and recorded September 26, 2006 in Microfiche # SP-I-06-089623 0057 of the Montgomery County, Ohio Records. Declarant intends that such Declaration, or designated provision thereof, will both burden and benefit certain property located in Warren County, Ohio and Montgomery County, Ohio. PLAT BK 203 PGS. 46 - 46A
- C. Declarant now desires to amend the Declaration in accordance with the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. **Incorporation of Recitals.** The foregoing recitals and definitions are hereby incorporated into and made a part of this First Amendment, as though set forth verbatim.
- 2. **Exhibit D-7.** Exhibit D-7 of the Declaration is hereby deleted in its entirety and replaced by the attached Exhibit D-7.

3. Miscellaneous.

3.1 The Declaration, as amended only by this First Amendment, remains in full force and effect. Except as expressly modified herein, the Declarant does hereby confirm and ratify the Declaration and all of the terms, covenants and conditions set forth therein. In the event of a conflict between the terms of the Declaration and this First Amendment, the terms of this First Amendment will control.

3.2 The capitalized terms set forth herein shall have the same meaning as specified in the Agreement, unless otherwise defined in this First Amendment.

Declarant has caused this First Amendment to be executed on the date first written above.

DECLARANT:

BEAZER HOMES INVESTMENTS, LLC,
a Delaware limited liability company

By: Beazer Homes Corp.,
a Tennessee corporation, managing member

By: Ann Parker
Ann Parker, Cincinnati Division President

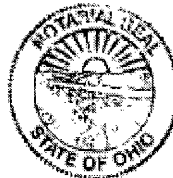
STATE OF OHIO)
) SS:
COUNTY OF BUTLER)

BE IT REMEMBERED, that the foregoing instrument was acknowledged before me, a notary public in and for said state, this 26 day of February, 2007 by Ann Parker, Division President of Beazer Homes Corp., a Tennessee corporation, managing member of **BEAZER HOMES INVESTMENTS, LLC**, a Delaware limited liability company, on behalf of the company.

Melissa Atkins
Notary Public

This instrument was prepared by:
Christopher P. Finney, Esq.
FINNEY, STAGNARO,
SABA & PATTERSON CO., L.P.A.
2623 Erie Avenue
Cincinnati, Ohio 45208
(513) 533-2700 (phone)
(513) 533-2999 (fax)

Mark



MELISSA ATKINS
Notary Public, State of Ohio
My Commission Expires 08-04-11

Exhibit D-7**40,000 Square Feet Lots**

(i) **Floor Area:** The total floor area of the main structure, exclusive of the open porches, garages, steps, and basements shall be:

- (a) not less than less than three thousand (3,000) square feet for a ranch (single story) home; and
- (b) not less than four thousand five hundred (4,500) square feet for a 2-story structure.

(ii) **Landscaping Requirements:** In addition to the requirements for those Lots with Perimeter Landscape Buffers as set forth on the Plats and as referenced in **Section 9.3**, above, the landscaping must meet the following minimum requirements, within the timeframe provided in **Section 4.16.2**:

- (a) two trees in the front yard with a minimum caliper of two inches (one of which will be from the "approved list of trees" described below), both in a location specified by the Declarant;
- (b) one additional evergreen tree at least 6' in height;
- (c) five evergreen shrubs with a minimum height of 24 inches;
- (d) five deciduous shrubs with a minimum height of 18 inches;
- (e) five evergreen ground coverings with a minimum size of two gallons;
- (f) twelve perennials consisting of (i) two ornamental grasses with a minimum size of three gallons each and (ii) five day lilies or other perennials with a minimum size of one gallon each.

A typical landscape layout plan will be provided by the Declarant. Any deviation from the plan will be as approved by the ARC.

SP-1-4

gc

SECOND AMENDMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE VILLAGES OF WINDING CREEK

THIS SECOND AMENDMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE VILLAGES OF WINDING CREEK ("Second Amendment") is made this 8th day of July, 2008 by BEAZER HOMES INVESTMENTS, LLC, a Delaware limited liability company (the "Declarant").

RECITALS

- A. Declarant is the owner of certain property in both Montgomery County, Ohio by deed recorded on August 26, 2005 at Deed Microfiche #05-086099 and Warren County, Ohio by deed recorded on August 26, 2005 in Official Record Volume 3967, Page 295 totaling 609.8493 acres of real estate (the "Real Estate").
- B. Declarant previously subjected certain portions of the Real Estate, being all of lots 1 through 37, inclusive, of The Villages of Winding Creek, The Falls at Winding Creek as the same are numbered, designated and known on the record plats recorded at Plat Book 76, Page 19-20 of the Records of Warren County, Ohio and Plat Book 203, Pages 46-46A of the Montgomery County, Ohio Records, to that certain Master Declaration of Protective Covenants and Restrictions for the Villages Of Winding Creek by instrument recorded August 29, 2006 in Official Record Volume 4277, Page 476 of the Warren County, Ohio Records and recorded September 26, 2006 in Microfiche # SP-1-06-089623 0057 of the Montgomery County, Ohio Records (the "Master Declaration")
- C. Declarant subjected the following portions of the Real Estate to such applicable terms and conditions of the Master Declaration: (i) Lots 1 through 32, inclusive, of Creekside at the Villages of Winding Creek Section One, as the same are numbered and delineated on the recorded plat thereof, of record in Plat Book 205, Pages 11, 11A, and 11B of the Montgomery County, Ohio Records, in the first supplement to the Declaration by Instrument Number SP-1-07-015424 of the Montgomery County, Ohio Records (the "First Supplement"); (ii) Lots 1 through 16, inclusive, of The Springs at the Villages of Winding Creek Section One, as the same are numbered and delineated on the recorded plat thereof, of record in Plat Book 205, Pages 12, 12A and 12B of the Montgomery County, Ohio Records, in the second supplement to the Declaration by Instrument Number SP-1-07-015425 of the Montgomery County, Ohio Records (the "Second Supplement"); (iii) the portion of the Real Estate commonly known as the Commercial Property to the Declaration in the third supplement to the Declaration by Instrument Number SP-1-07-032257 of the Montgomery County, Ohio Records (the "Third Supplement"); (iv) Lots 38 through 64, inclusive, of The Villages of Winding Creek, The Legacy at Winding Creek Section One, as the same are numbered and delineated on the recorded plat thereof, of record in Plat Book 78, Pages 28-29 of the Warren County, Ohio Record's, in the fourth supplement to the Declaration by instrument recorded at O.R. Book 4465, Page 626 of the Warren County, Ohio Records (the "Fourth Supplement")

1.00 07/15/08 11:08:20
-1-08-050628 0004
Montgomery County
Iris E. Blackshear Recorder

Supplement"); and (v) Lot Numbers 65 through 86, inclusive, of The Villages of Winding Creek, The Meadows at Winding Creek, Section One as the same are numbered, designated and known on the record plat for Section One of The Meadows at Winding Creek, which is recorded at Plat Book 79, Page 86 of the Records of Warren County, Ohio, in the fifth supplement to the Declaration by instrument recorded at O.R. Book 4544, Page 560 of the Warren County, Ohio Records (the "Fifth Supplement"), and (vi) Lot Numbers 87 through 110, inclusive, of The Villages of Winding Creek, Turning Leaf at Winding Creek, Section One as the same are numbered, designated and known on the record plat for Section One of Turning Leaf at Winding Creek, which is recorded at Plat Book 79, Page 88 of the Records of Warren County, Ohio, in the sixth supplement to the Declaration by instrument recorded at O.R. Book 4544, Page 566 of the Warren County, Ohio Records (the "Sixth Supplement").

- D. Declarant previously amended the Master Declaration by that certain First Amendment to the Master Declaration recorded on March 22, 2007 as Instrument Number SP-I-07-023290 of the Montgomery County, Ohio Records (the "First Amendment").
- E. Declarant, pursuant to the authority set forth in Article 14 and Section 14.1 of the Master Declaration, now desires to further amend the Master Declaration in accordance with the terms and conditions set forth below.

AMENDMENT

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Incorporation of Recitals. The foregoing recitals and definitions are hereby incorporated into and made a part of this Second Amendment, as though set forth verbatim.
2. Declarant. As used in the Master Declaration, the term "Declarant" shall mean and refer to BEAZER HOMES INVESTMENTS, LLC, its successors and assigns.
3. Assignment of Rights and Responsibilities of Declarant. Article 13 of the Master Declaration is hereby deleted in its entirety and replaced with the following:

13. Assignment of Rights and Responsibilities of Declarant. On the affirmative assignment in writing from Declarant to any other party or entity including, without limitation, a successor developer or homebuilder, the rights of Declarant as Declarant under this Declaration are and will conclusively be deemed to have been assigned to such designated assignee or successor of Declarant. Further, upon the on the conveyance of 75% of the Lots in the Property to owner-occupants thereof or upon such earlier assignment of Declarant's rights to the Master Association, the rights of Declarant as Declarant under this Declaration are and will conclusively be deemed to have been assigned to the Master Association; PROVIDED, HOWEVER, that in no event will

Declarant be required to obtain the consent of the Master Association as Declarant, of any Lot owner, or of any other party, for any of the improvements that Declarant intends to make to any Lots or portions of the Property or additional real property then owned by it, including without limitation, Declarant's right to expand the Property pursuant to **Section 2.2**, above.

4. **Miscellaneous.**

4.1 Pursuant to **Article 14** of the Master Declaration, Declarant owns more than seventy five percent (75.0%) of the Lots so subject to the terms of the Master Declaration and thus makes this Second Amendment pursuant to such authority. Further, pursuant to **Section 14.1** of the Master Declaration, Declarant declares this Second Amendment as necessary to clear any ambiguity or inconsistency under the Master Declaration, and such Second Amendment is not inconsistent with the general plan and scheme of the Development as evidenced by the Declaration.

4.2 The Master Declaration, as amended by the First Amendment and this Second Amendment, remains in full force and effect. In the event of a conflict between the terms of the Master Declaration, the First Amendment and this Second Amendment, the terms of this Second Amendment will control.

4.3 The capitalized terms set forth herein shall have the same meaning as specified in The Master Declaration, unless otherwise defined in this Second Amendment.

(Signature page to follow)

Declarant has caused this Second Amendment to be executed on the date first written above.

DECLARANT:

BEAZER HOMES INVESTMENTS, LLC,
a Delaware limited liability company

By: Beazer Homes Corp.,
a Tennessee corporation, managing member

By: *Ann Parker*
Ann Parker, Cincinnati Division President

STATE OF OHIO)
) SS:
COUNTY OF BUTLER)

BE IT REMEMBERED, that the foregoing instrument was acknowledged before me, a notary public in and for said state, this 8th day of July, 2008 by Ann Parker, Division President of Beazer Homes Corp., a Tennessee corporation, managing member of **BEAZER HOMES INVESTMENTS, LLC**, a Delaware limited liability company, on behalf of the company.

William Joseph Patterson
Notary Public



WILLIAM JOSEPH PATTERSON
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

This instrument was prepared by:

William J. Patterson, Esq.
FINNEY, STAGNARO, SABA & PATTERSON CO., L.P.A.
2623 Erie Avenue
Cincinnati, Ohio 45208
(513) 533-2700

SAC

9/24

SP-1-08-070452 2005
Montgomery County
Wyllis E. Blackshear Recorder

THIRD AMENDMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE VILLAGES OF WINDING CREEK

THIS THIRD AMENDMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE VILLAGES OF WINDING CREEK ("Third Amendment") is made this 22nd day of September, 2008 by VWC HOLDINGS, LTD., an Ohio limited liability company (the "Declarant").

RECITALS

- A. Declarant is the owner of certain property in both Montgomery County, Ohio by deed recorded on August 26, 2005 at Deed Microfiche #05-086099 and Warren County, Ohio by deed recorded on August 26, 2005 in Official Record Volume 3967, Page 295 totaling 609.8493 acres of real estate (the "Real Estate").
- B. Declarant has previously subjected certain portions of the Real Estate (the "Property") to that certain Master Declaration of Protective Covenants and Restrictions for the Villages Of Winding Creek by instrument recorded August 29, 2006, in Official Record Volume 4277, Page 476 of the Warren County, Ohio Records and recorded September 26, 2006, having Instrument Number SP-I-06-089623 of the Montgomery County, Ohio Records (the "Master Declaration").
SEE Exhibit
- C. The Master Declaration was subsequently amended by that certain First Amendment to Master Declaration, recorded March 22, 2007, having Instrument Number SP-I-07-023290 of the Official Records of Montgomery County, and by that certain Second Amendment to Master Declaration recorded July 15, 2008, having Instrument Number SP-I-08-050628 of the Official Records of Montgomery County (collectively, the "Prior Amendments").
Plat Book "203", Pages 46-46A A-1 Thru A-4
- D. Declarant now desires to amend the Master Declaration in accordance with the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. **Incorporation of Recitals.** The foregoing recitals and definitions are hereby incorporated into and made a part of this First Amendment, as though set forth verbatim.

BOOK 4754 PAGE 328

2. **Exhibit D-6.** Exhibit D-6 of the Master Declaration is hereby deleted in its entirety and replaced by the attached Exhibit D-6.
3. **Exhibit D-7.** Exhibit D-7 of the Master Declaration is hereby deleted in its entirety and replaced by the attached Exhibit D-7.
4. **Miscellaneous.**
 - 4.1 Pursuant to Article 14 of the Master Declaration, Declarant owns seventy-five percent (75%) of the lots subject to the terms of the Master Declaration, and thus makes this Third Amendments pursuant to such authority. Further, pursuant to Section 14.1 of the Master Declaration, this Third Amendment is necessary to clear any ambiguity or inconsistency under the Master Declaration, and such Third Amendment is not inconsistent with the general plan and scheme of the development.
 - 4.2 The Master Declaration, as amended by the Prior Amendments and by this Third Amendment, remains in full force and effect. Except as expressly modified herein, the Declarant does hereby confirm and ratify the Master Declaration and all of the terms, covenants and conditions set forth therein. In the event of a conflict between the terms of the Master Declaration, as amended, or the Prior Amendments, and this Third Amendment, the terms of this Third Amendment will control.
 - 4.3 The capitalized terms set forth herein shall have the same meaning as specified in the Agreement, unless otherwise defined in this Third Amendment.

**[This portion intentionally left blank]
[Signature page to follow immediately hereafter]**

BOOK 4754 PAGE 329

Declarant has caused this Third Amendment to be executed on the date first written above.

DECLARANT:

VWC HOLDINGS, LTD.,
an Ohio limited liability company

By: OBERER VWC LTD.
an Ohio limited liability company

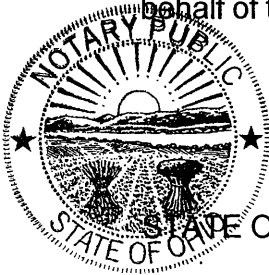
By: *George R. Oberer, Jr.*
George R. Oberer, Jr., Manager

By: WINDING CREEK PROPERTIES II, LLC,
an Ohio limited liability company

By: *David C. Oakes*
David C. Oakes, Manager

STATE OF OHIO, COUNTY OF MONTGOMERY) SS:

BE IT REMEMBERED, that the foregoing instrument was acknowledged before me, a notary public in and for said state, this 19th day of September, 2008 by George R. Oberer, Jr., the Manager of Oberer VWC, Ltd., an Ohio limited liability company, member of VWC Holdings, Ltd., an Ohio limited liability company, on behalf of the company.



BARBARA GAINEY, Notary Public
In and for the State of Ohio
My Commission Expires Feb. 6, 2010

Barbara Gainey
Notary Public
My Commission Expires: Feb. 6, 2010

STATE OF OHIO, COUNTY OF MONTGOMERY) SS:

BE IT REMEMBERED, that the foregoing instrument was acknowledged before me, a notary public in and for said state, this 19th day of September, 2008 by David C. Oakes, the Manager of Winding Creek Properties, LLC, an Ohio limited liability company, member of VWC Holdings, Ltd., an Ohio limited liability company, on behalf of the company.

Diane S. Belg
Notary Public
My Commission Expires: 8/29/2010

This instrument prepared by:
Taft Stettinius & Hollister LLP
110 North Main Street, Suite 900
Dayton, Ohio 45402-1786
(937) 228-2838



DIANE S. BELG
Notary Public
In and for the State of Ohio
My Commission Expires Aug. 29, 2010

Exhibit D-6

20,000 Square Foot Lots
(The Creekside Section)

- (i) **Floor Area:** The total floor area of the main structure, exclusive of the open porches, garages, steps, and basements shall be:
- (a) not less than two thousand (2,000) square feet for a ranch (single story) home; and
 - (b) not less than two thousand four hundred (2,400) square feet for a 2-story structure.
- (ii) **Landscaping Requirements:** In addition to the requirements for those Lots with Perimeter Landscape Buffers as set forth on the Plats and as referenced in **Section 9.4** above, the landscaping must meet the following requirements, within the timeframe provided in **Section 4.16.2:**
- (a) two trees in the yard with a minimum caliper of two inches (one of which will be from the "approved list of trees" described below), both in a location specified by the Declarant;
 - (b) one additional evergreen tree at least 6' in height;
 - (c) five evergreen shrubs with a minimum height of 24 inches;
 - (d) five deciduous shrubs with a minimum height of 18 inches;
 - (e) five evergreen ground coverings with a minimum size of two gallons;
 - (f) twelve perennials consisting of (i) two ornamental grasses with a minimum size of three gallons each, and (ii) five day lilies or other perennials with a minimum size of one gallon each.

A typical landscape layout plan will be provided by the Declarant. Any deviation from the plan will be as approved by the ARC.

Exhibit D-7

40,000 Square Feet Lots
(The Springs Section)

- (i) **Floor Area:** The total floor area of the main structure, exclusive of the open porches, garages, steps, and basements shall be:
- (a) not less than less than two thousand four hundred (2,400) square feet for a ranch (single story) home; and
 - (b) not less than three thousand (3,000) square feet for a 2-story structure.
- (ii) **Landscaping Requirements:** In addition to the requirements for those Lots with Perimeter Landscape Buffers as set forth on the Plats and as referenced in **Section 9.3** above, the landscaping must meet the following minimum requirements, within the timeframe provided in **Section 4.16.2:**
- (a) two trees in the front yard with a minimum caliper of two inches (one of which will be from the "approved list of trees" described below), both in a location specified by the Declarant;
 - (b) one additional evergreen tree at least 6' in height;
 - (c) five evergreen shrubs with a minimum height of 24 inches;
 - (d) five deciduous shrubs with a minimum height of 18 inches;
 - (e) five evergreen ground coverings with a minimum size of two gallons;
 - (f) twelve perennials consisting of (i) two ornamental grasses with a minimum size of three gallons each and (ii) five day lilies or other perennials with a minimum size of one gallon each.

A typical landscape layout plan will be provided by the Declarant. Any deviation from the plan will be as approved by the ARC.

SP-4

u ja

ASSIGNMENT OF RIGHTS AND OBLIGATIONS OF DECLARANT FOR

THE VILLAGES OF WINDING CREEK MASTER PROPERTY OWNERS ASSOCIATION & THE VILLAGES OF WINDING CREEK LEGACY PROPERTY OWNERS ASSOCIATION

THIS ASSIGNMENT OF RIGHTS AND OBLIGATIONS OF DECLARANT FOR THE VILLAGES OF WINDING CREEK MASTER PROPERTY OWNERS ASSOCIATION & THE VILLAGES OF WINDING CREEK LEGACY PROPERTY OWNERS ASSOCIATION (this "Assignment") is entered into this 27th day of July 2008, by and between BEAZER HOMES INVESTMENTS, LLC, a Delaware limited liability company ("Beazer Homes"), and VWC HOLDINGS, LTD., an Ohio limited liability company ("Assignee").

RECITALS

- A. Beazer Homes is the developer of The Villages of Winding Creek located in Montgomery and Warren Counties, Ohio (the "Development").
- B. Beazer Homes previously subjected certain portions of the Development, being all of lots 1 through 37, inclusive, of The Villages of Winding Creek, The Falls at Winding Creek as the same are numbered, designated and known on the record plats recorded at Plat Book 76, Page 19-20 of the Records of Warren County, Ohio and Plat Book 203, Pages 46-46A of the Montgomery County, Ohio Records, to that certain Master Declaration of Protective Covenants and Restrictions for the Villages Of Winding Creek by instrument recorded August 29, 2006 in Official Record Volume 4277, Page 476 of the Warren County, Ohio Records and recorded September 26, 2006 at SP-I-06-089623 0057 of the Montgomery County, Ohio Records, as amended by that certain First Amendment to the Declaration recorded on March 22, 2007 by Instrument Number SP-I-07-023290 of the Montgomery County, Ohio Records and that certain Second Amendment to Declaration recorded on _____, 2008 as Instrument No. 08050628 of Montgomery County, Ohio Records and recorded on _____, 2008 in O.R. Book 710, Page 522 of the Warren County, Ohio Records (collectively, the "Original Declaration"). Beazer Homes is the "Declarant" under such Original Declaration.
- C. Beazer Homes, as Declarant, subjected the following portions of the Development to such applicable terms and conditions of the Declaration: (i) Lots 1 through 32, inclusive, of Creekside at the Villages of Winding Creek Section One, as the same are numbered and delineated on the recorded plat thereof, of record in Plat Book 205, Pages 11, 11A, and 11B of the Montgomery County, Ohio Records, in the first supplement to the Declaration by Instrument Number SP-I-07-015424 of the Montgomery County, Ohio Records (the "First Supplement"); (ii) Lots 1 through 16, inclusive, of The Springs at the Villages of Winding Creek Section One, as the same are numbered and delineated on the recorded plat thereof, of record in Plat Book 205, Pages 12, 12A and 12B of the Montgomery County, Ohio Records, in the second supplement to the Declaration by Instrument Number SP-I-07-015425 of the Montgomery County, Ohio Records (the "Second Supplement"); (iii) the portion of the Real Estate commonly known as the Commercial Property to the Declaration in the third supplement to the Declaration by Instrument Number SP-I-07-032257 of the Montgomery County, Ohio Records (the "Third Supplement"); (iv) Lots 38 through 64, inclusive, of The Villages of Winding Creek, The Legacy at Winding Creek Section One, as the same are numbered and delineated on the recorded plat thereof, of record in Plat Book 78, Pages 28-29 of the Warren County, Ohio Record's, in the fourth supplement to the Declaration by

00 07/15/08 11:09:03
1-08-050623 0006
Montgomery County
115 E. Blackshear Recorder

instrument recorded at O.R. Book 4465, Page 626 of the Warren County, Ohio Records (the "Fourth Supplement"); and (v) Lot Numbers 65 through 86, inclusive, of The Villages of Winding Creek, The Meadows at Winding Creek, Section One as the same are numbered, designated and known on the record plat for Section One of The Meadows at Winding Creek, which is recorded at Plat Book 79, Page 86 of the Records of Warren County, Ohio, in the fifth supplement to the Declaration by instrument recorded at O.R. Book 4544, Page 560 of the Warren County, Ohio Records (the "Fifth Supplement"), and (vi) Lot Numbers 87 through 110, inclusive, of The Villages of Winding Creek, Turning Leaf at Winding Creek, Section One as the same are numbered, designated and known on the record plat for Section One of Turning Leaf at Winding Creek, which is recorded at Plat Book 79, Page 88 of the Records of Warren County, Ohio, in the sixth supplement to the Declaration by instrument recorded at O.R. Book 4544, Page 566 of the Warren County, Ohio Records (the "Sixth Supplement").

- D. All such lots and real estate subject to the Original Declaration, First Supplement, Second Supplement, Third Supplement, Fourth Supplement, Fifth Supplement and Sixth Supplement hereafter collectively may be referred to as the "Lots".
- E. The Original Declaration, First Supplement, Second Supplement, Third Supplement, Fourth Supplement, Fifth Supplement and Sixth Supplement may hereinafter be referred to collectively as the "Declaration."
- F. The Villages of Winding Creek Master Property Owners Association, an Ohio non-profit corporation (the "Master Association"), is responsible for the administration and enforcement of certain provisions of the Declaration of the Development.
- G. In addition to the Master Association, The Villages of Winding Creek Legacy Property Owners Association, an Ohio non-profit corporation (the "Legacy Association"), is responsible for the administration and enforcement of certain provisions of the Original Declaration and Fourth Supplement, only as related to the Legacy Property (as defined in the Fourth Supplement), for the benefit of the lot owners within the Legacy Property. The Master Association and the Legacy Association may hereinafter be referred to jointly as the "Associations".
- H. The Master Association adopted the By-Laws and Regulations of The Villages of Winding Creek Master Property Owners Association (the "Master Association By-Laws") to govern the operations of the Master Association.
- I. The Legacy Association adopted the By-Laws and Regulations of The Villages of Winding Creek Legacy Property Owners Association (the "Legacy Association By-Laws") to govern the operations of the Legacy Association. The Master Association By-Laws and the Legacy Association By-Laws hereinafter may be referred to collectively as the "By-Laws".
- J. Beazer Homes, as the Declarant, has reserved certain rights and retained certain obligations in relation to the Associations and the Development by the terms and conditions of the Declaration and the By-Laws to promote and facilitate the development of the Development.
- K. Beazer Homes is selling all of the remaining Lots owned by Beazer Homes within the Subdivision ("Beazer Lots") to Assignee and desires to assign all of its rights and obligations as the Declarant of the Development arising under the Declaration in connection with the same.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties do hereby agree as follows:

1. Assignment. Effective immediately prior to the date and time that title to the Beazer Lots are transferred of record to Assignee (the "Effective Date and Time"), Beazer Homes shall be deemed to have assigned and does hereby assign to Assignee and Assignee shall be deemed to have assumed and does hereby assume from Beazer Homes all of the rights and obligations of the Declarant arising under the Declaration and the By-Laws, and Assignee shall be deemed to have accepted and does hereby accept this assignment by Beazer Homes of the rights and obligations of the Declarant. As of the Effective Date and Time, the term "Declarant" under the Declaration and the By-Laws shall hereafter refer to Assignee. The rights and obligations assigned and assumed pursuant to this Assignment include, but are not limited to, rights and obligations as the Developer of the Development, rights and obligations as the Declarant under the Declaration, the right to elect or appoint the Directors or Trustees of the Associations, the right to amend or supplement a Declaration or By-Laws of the Associations, the right to modify or declare easements, restrictions, covenants or conditions, the right to annex additional property into the Development, the right to approve design, location and specifications of improvements to the Lots or, as Declarant, to be exempt from the Associations' review and approval of improvements to be constructed by Assignee as Declarant, to control an architectural review committee or standards, the obligation (if required by the Declaration) to make capital contributions to the Associations, the obligation (if required by the Declaration) to pay dues and assessments to the Associations (if required by the Declaration), the obligation to pay deficits of the Associations (if required by the Declaration), the obligation to make capital improvements within the Development (if required by the Declaration), the obligation to pay development fees in connection with the Development (if required by the Declaration), and/or the obligation to abide by a restrictive covenant or condition of record imposed by a private agreement or a government entity.

2. Limitation on Assignment. Notwithstanding anything in this Assignment to the contrary, Assignee agrees that this Assignment is being made subject to the terms and conditions of Agreement of Purchase and Sale of Real Estate between NVR, Inc. dba Ryan Homes (which rights have been assigned to Assignee by Ryan Homes) and Beazer Homes, dated July 2, 2008, as the same may be amended from time to time (the "Purchase Agreement"). The parties represent and warrant that the terms and conditions of the Purchase Agreement applicable to this Assignment are solely in relation to the rights and obligations between Beazer Homes, Assignee and Ryan Homes and in no way create any additional rights or obligations enforceable by the Associations, the owners of the Lots within the Subdivision or any other third party. The provisions of this Section 2 shall not create one or more third party beneficiaries to the Purchase Agreement and shall not entitle the Associations, the owners of the Lots within the Subdivision or any other third party the right to examine or review the Purchase Agreement or any portion thereof.

3. Representations of Beazer Homes. Beazer Homes hereby represents and warrants to the best of its actual knowledge to Assignee, which representations have been relied upon by Assignee and will survive the Effective Date and Time, that:

A. Beazer Homes has the authority under the Declaration, By-Laws and all other documents relating to the Associations and the Development to assign the rights and obligations of Declarant to Assignee; and

B. As of the Effective Date and Time, Beazer Homes has not received notice, and have no knowledge, of any claims, demands or threatened claims by the Associations, its Board, the owner of any Lot in the Development or the local governmental authority for the jurisdiction in which the Development is located relating to the Declaration or By-Laws, the actions or inactions of the Declarant thereunder, or with respect to obligations of the Declarant with respect to the Development.

4. Successors and Assigns. Subject to the provisions of Section 2, above, this Assignment shall inure to the benefit of successors and assigns of the rights and obligations of the parties hereto. This Assignment shall not inure to the benefit of the Associations on the termination of the rights of the Declarant arising under the Declaration.

5. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same.

6. Miscellaneous. The capitalized terms set forth herein shall have the same meaning as specified in the Declaration, unless otherwise defined in this Assignment. The original of this Assignment shall be recorded prior to the recording of the instrument (or instruments) transferring title to the Beazer Lots to Assignee.

(Signature pages to follow)

This instrument was prepared by:

William J. Patterson, Esq.
FINNEY, STAGNARO, SABA & PATTERSON CO., L.P.A.
2623 Erie Avenue
Cincinnati, Ohio 45208
(513) 533-2700

EXECUTED by Beazer Homes as of the date first set forth above.

BEAZER HOMES INVESTMENTS, LLC,
a Delaware limited liability company

By: Beazer Homes Corp., a Tennessee corporation,
as managing member

By: *Ann Parker*
Print Name: *Ann Parker*
Its: *Cincinnati Division President*

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

The foregoing Assignment was acknowledged before me this *21st* day of *July*, 2008, by *Ann Parker*, the *Cincinnati Division President* Beazer Homes Corp., a Tennessee corporation, managing member of BEAZER HOMES INVESTMENTS, LLC, a Delaware limited liability company, on behalf of the company.

ANN PARKER
ANP

William Joseph Patterson
Notary Public



WILLIAM JOSEPH PATTERSON
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

EXECUTED by Assignee as of the date first set forth above.

VWC HOLDINGS, LTD.,
an Ohio limited liability company

BY: OBERER VWC LTD.
an Ohio limited liability company

By: *George R. Oberer, Jr.*
Print Name: GEORGE R. OBERER, JR.
Its: MANAGER
Date: 7-8-08

BY: WINDING CREEK PROPERTIES II, LLC,
an Ohio limited liability company

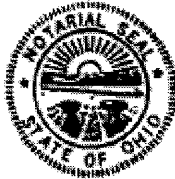
By: *David C. Oakes*
Print Name: David C. Oakes
Its: MANAGER
Date: 7/8/08

STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

The foregoing Assignment was acknowledged before me this 8th day of July, 2008, by DAVID C. OAKES, the MANAGER of WINDING CREEK PROPERTIES II, LLC, an Ohio limited liability company, member of VWC HOLDINGS, LTD., an Ohio limited liability company, on behalf of the company.

Dan R. Ormer
Notary Public

STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)



Dan R. Ormer
Attorney At Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03 O.R.C.

The foregoing Assignment was acknowledged before me this 8th day of July, 2008, by GEORGE R. OBERER, JR. the MANAGER of OBERER VWC LTD., an Ohio limited liability company, member of VWC HOLDINGS, LTD., an Ohio limited liability company, on behalf of the company.

Dan R. Ormer
Notary Public



Dan R. Ormer
Attorney At Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03 O.R.C.

SP-17

NO TRANSFER
11:02am FEBRUARY 23, 2007
KARL L. KEITH, COUNTY AUDITOR

Creekside Sec 1

**FIRST SUPPLEMENT TO
MASTER DECLARATION OF PROTECTIVE COVENANTS AND
RESTRICTIONS FOR THE VILLAGES OF WINDING CREEK**

(Creekside, Section 1, Montgomery County, Ohio)

PLAT 205-PG 11

THIS FIRST SUPPLEMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE VILLAGES OF WINDING CREEK ("First Supplement") is made this 12th day of October, 2006 by **BEAZER HOMES INVESTMENTS, LLC**, a Delaware limited liability company. The term "Declarant" as used herein refers to Beazer Homes Investments, LLC, or any successor or assigns to its rights hereunder as referenced in Article 13 of the Declaration (hereinafter defined).

RECITALS

- A. Declarant is the owner of certain property in both Montgomery County, Ohio by deed recorded on August 26, 2005 at Deed Microfiche #05-086099 and Warren County, Ohio by deed recorded on August 26, 2005 in Official Record Volume 3967, Page 295 totaling 609.8493 acres of real estate (the "Real Estate").
- B. Declarant has previously subjected certain portions of the Real Estate (the "Property") to that certain Master Declaration of Protective Covenants and Restrictions for the Villages Of Winding Creek ("Declaration") by instrument recorded August 29, 2006 in Official Record Volume 4277, Page 476 of the Warren County, Ohio Records and recorded September 26, 2006 at SP-I-06-089623 0057 of the Montgomery County, Ohio Records. Declarant intends that such Declaration, or designated provision thereof, will both burden and benefit certain property located in Warren County, Ohio and Montgomery County, Ohio.
- C. Declarant has reserved unto itself in Article 2 of the Declaration the right to subject additional portions of the Real Estate to the Declaration and to define which of the easements, covenants, conditions, assessments and provisions of the Declaration will apply to such newly-added Property.
- D. Declarant desires to subject the property located in Montgomery County, Ohio attached hereto as Exhibit A ("First Supplemental Property") to all of the easements, covenants, conditions, assessments and provisions of the Declaration.

NOW, THEREFORE, Declarant hereby declares, reserves and imposes upon the First Supplemental Property, and makes the same subject to, the following covenants, conditions, restrictions, and easements:

- 1. Incorporation of Recitals. The recitations and defined terms set forth at the beginning of this First Supplement are made a part hereof as though fully re-written herein.
- 2. First Supplemental Property is Subject to Declaration. Pursuant to the rights of Declarant reserved in Article 2 of the Declaration, the First Supplemental Property is made a part of the Property (as defined in the Declaration) and is burdened by and benefited by all provisions of the Declaration. All capitalized terms used herein, that are not otherwise defined herein, will have the meanings ascribed to them in the Declaration. The term "Lot" as used in the Declaration includes,

\$68.60 02/23/07 11:00:57
SP-I-07-015424 0007
Montgomery County
Willis E. Blackshear Recorder

without limitation, each Lot of the First Supplemental Property. The Lot Type (as defined in **Recital F** of the Master Declaration), right and privilege of use of the Master Amenities, Common Areas and Easements (as referenced in **Section 9.1.2** of the Master Declaration), and nominal values (as referenced in **Recital F** of the Master Declaration) of the First Supplemental Property as they apply to the First Supplemental Property are shown on **Exhibit B** to this First Supplement.

3. **Rights of Declarant Reserved.** Notwithstanding any provision of this First Supplement, all of the rights of Declarant under the Declaration remain reserved in Declarant.

4. **Restrictions on Use, Design and Construction.** Without limiting the generality of **Article 2** of this First Supplement, the First Supplemental Property is subject to the provisions of **Article 4** of the Declaration and the owners of Lots therein must comply with all of the requirements thereof. This restriction includes, without limitation, the requirement that the First Supplemental Property may be used only for one single-family residence per Lot.

5. **Common Areas and Easements.** Each Lot in the First Supplemental Property, and each owner thereof, is benefited by and subject to both the Basic Common Amenities, Common Areas and Easements and the Master Common Amenities, Common Areas and Common Easements, as set forth in **Article 9** of the Declaration, and all of the assessments as set forth in **Article 11** of the Declaration.

(Signature page to follow)

Effective as of the date first written above.

Beazer Homes Investments, LLC,
a Delaware limited liability company

By: Beazer Homes Corp., a Tennessee
corporation, managing member

By: Ann Parker
Ann Parker,
Cincinnati Division President

STATE OF OHIO)
) SS:
COUNTY OF BUTLER)

BE IT REMEMBERED, that the foregoing instrument was acknowledged before me, a notary public in and for said state, this 12th day of October, 2006 by Ann Parker, Division President of Beazer Homes Corp., a Tennessee corporation, managing member of BEAZER HOMES INVESTMENTS, LLC, a Delaware limited liability company, on behalf of the company.

Elizabeth A. Feltner
Notary Public



ELIZABETH A. FELTNER
Notary Public, State of Ohio
My Commission Expires 11-3-07
Recorded in Clermont Co. Ohio

This instrument was prepared by:
Christopher P. Finney, Esq.
FINNEY, STAGNARO,
SABA & KLUSMEIER CO., L.P.A.
2623 Erie Avenue
Cincinnati, Ohio 45208
(513) 533-2700 (phone)
(513) 533-2999 (fax)

me

EXHIBIT A

**DESCRIPTION OF
21.726 ACRES
FOR LIEN AGREEMENT PURPOSES
MONTGOMERY COUNTY, OHIO
SEPTEMBER 19, 2006**

Situate in State of Ohio, County of Montgomery, Washington Township, Part of Section 28, Township 3, Range 5, M.R.s, being part of a 187.517 acre tract as conveyed to Beazer Homes Investments LLC, a Delaware Limited Liability Company by deed of record in I.R. Deed #05-086099, (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorder's Office, unless noted otherwise) and being more particularly bounded and described as follows:

Beginning at the southwest corner of a tract of land as conveyed to Nolan G. Graham and Mary L. Graham by deed of record in DMF#94-0156B04, being a northerly corner of said 187.517 acre tract and being also the **POINT OF BEGINNING** of the herein described lien agreement area;

Thence crossing the said 187.517 acre tract by the following twenty-three (23) described courses:

1. South 3 degrees 03 minutes 33 seconds West, a distance of 1157.78 feet;
2. South 8 degrees 30 minutes 18 seconds East, a distance of 195.62 feet;
3. South 3 degrees 03 minutes 33 seconds West, a distance of 429.39 feet;
4. South 24 degrees 31 minutes 26 seconds East, a distance of 124.11 feet;
5. South 61 degrees 26 minutes 14 seconds East, a distance of 318.45 feet;
6. South 26 degrees 24 minutes 41 seconds East, a distance of 75.84 feet;
7. South 5 degrees 09 minutes 41 seconds West, a distance of 283.86 feet being also in the line common to Warren County and Montgomery County;
8. North 84 degrees 50 minutes 00 seconds West, a distance of 635.60 feet;
9. North 14 degrees 18 minutes 28 seconds East, a distance of 128.92 feet, being also at a point of curvature;
10. Along the arc of a curve to the left, said curve having a radius of 325.00 feet, a delta angle of 13 degrees 40 minutes 27 seconds, the chord of said curve that bears North 7 degrees 28 minutes 14 seconds East, a chord distance of 77.38 feet to a point of curvature;
11. Along the arc of a curve to the left, said curve having a radius of 15.00 feet, a delta angle of 87 degrees 34 minutes 28 seconds, the chord of said curve that bears North 43 degrees 09 minutes 13 seconds West, a chord distance of 20.76 feet to a point of tangency;
12. North 3 degrees 22 minutes 39 seconds East, a distance of 50.00 feet, being also a point of curvature;
13. Along the arc of a curve to the right, said curve having a radius of 15.00 feet, a delta angle of 90 degrees 00 minutes 00 seconds, the chord of said curve that bears North 48 degrees 03 minutes 33 seconds East, a chord distance of 21.21 feet to a point of tangency;
14. North 3 degrees 03 minutes 33 seconds East, a distance of 636.91 feet, being also a point of curvature;

15. Along the arc of a curve to the left, said curve having a radius of 174.95 feet, a delta angle of 4 degrees 51 minutes 18 seconds, the chord of said curve that bears North 0 degrees 37 minutes 58 seconds East, a chord distance of 14.82 feet to a point of tangency;
16. North 87 degrees 33 minutes 41 seconds West, a distance of 214.47 feet;
17. North 2 degrees 11 minutes 21 seconds East, a distance of 253.93 feet;
18. North 2 degrees 35 minutes 06 seconds East, a distance of 50.00 feet;
19. North 3 degrees 10 minutes 08 seconds East, a distance of 943.23 feet;
20. South 85 degrees 53 minutes 45 seconds East, a distance of 116.89 feet, being also a point of curvature;
21. Along the arc of a curve to the right, said curve having a radius of 115.00 feet, a delta angle of 9 degrees 51 minutes 06 seconds, the chord of said curve that bears South 80 degrees 58 minutes 12 seconds East, a chord distance of 19.75 feet to a point of tangency;
22. North 4 degrees 06 minutes 15 seconds East, a distance of 181.84 feet;
23. South 85 degrees 54 minutes 52 seconds East, a distance of 270.54 feet to the **POINT OF BEGINNING**, containing 21.726 acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

This description has been prepared for lien agreement purposes only.

Prepared by:

R.D. ZANDE & ASSOCIATES

EXHIBIT B

Lot Number	Lot Type	Right to use Master Amenities, Common Areas and Easements	Nominal Values
1-32	20,000 Square Feet Lots	Yes	115

Exhibit D

NO TRANSFER
11:02AM FEBRUARY 23, 2007
MARI L. REITH, COUNTY AUDITOR

The Springs Sec 1

**SECOND SUPPLEMENT TO
MASTER DECLARATION OF PROTECTIVE COVENANTS AND
RESTRICTIONS FOR THE VILLAGES OF WINDING CREEK**
(The Springs, Phase I, Montgomery County, Ohio)

THIS SECOND SUPPLEMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE VILLAGES OF WINDING CREEK ("Second Supplement") is made this 20th day of February, 2007 by **BEAZER HOMES INVESTMENTS, LLC**, a Delaware limited liability company. The term "Declarant" as used herein refers to Beazer Homes Investments, LLC, or any successor or assigns to its rights hereunder as referenced in Article 13 of the Declaration (hereinafter defined).

RECITALS

- A. Declarant is the owner of certain property in both Montgomery County, Ohio by deed recorded on August 26, 2005 at Deed Microfiche #05-086099 and Warren County, Ohio by deed recorded on August 26, 2005 in Official Record Volume 3967, Page 295 totaling 609.8493 acres of real estate (the "Real Estate").
- B. Declarant has previously subjected certain portions of the Real Estate (the "Property") to that certain Master Declaration of Protective Covenants and Restrictions for the Villages Of Winding Creek ("Declaration") by instrument recorded August 29, 2006 in Official Record Volume 4277, Page 476 of the Warren County, Ohio Records and recorded September 26, 2006 in Microfiche # SP-I-06-089623 0057 of the Montgomery County, Ohio Records. Declarant intends that such Declaration, or designated provision thereof, will both burden and benefit certain property located in Warren County, Ohio and Montgomery County, Ohio.
- C. Declarant has reserved unto itself in Article 2 of the Declaration the right to subject additional portions of the Real Estate to the Declaration and to define which of the easements, covenants, conditions, assessments and provisions of the Declaration will apply to such newly-added Property.
- D. Declarant has previously subjected the portion of the Real Estate commonly known as Creekside, Section 1 to the Declaration in the first supplement to the Declaration (the "First Supplement") by instrument recorded 07-015424 in Official Record Volume , Page of the Montgomery County, Ohio Records.
- E. Declarant desires to subject the property located in Montgomery County, Ohio attached hereto as Exhibit A ("Second Supplemental Property") to all of the easements, covenants, conditions, assessments and provisions of the Declaration.

\$68.00 02/23/07 11:01:49
SP-1-07-015425 .0007
Montgomery County
Willis E. Blackshear Recorder

NOW, THEREFORE, Declarant hereby declares, reserves and imposes upon the Second Supplemental Property, and makes the same subject to, the following covenants, conditions, restrictions, and easements:

1. **Incorporation of Recitals.** The recitations and defined terms set forth at the beginning of this Second Supplement are made a part hereof as though fully re-written herein.

2. **Second Supplemental Property is Subject to Declaration.** Pursuant to the rights of Declarant reserved in **Article 2** of the Declaration, the Second Supplemental Property is made a part of the Property (as defined in the Declaration) and is burdened by and benefited by all provisions of the Declaration. All capitalized terms used herein, that are not otherwise defined herein, will have the meanings ascribed to them in the Declaration. The term "Lot" as used in the Declaration includes, without limitation, each Lot of the Second Supplemental Property. The Lot Type (as defined in **Recital F** of the Master Declaration), right and privilege of use of the Master Amenities, Common Areas and Easements (as referenced in **Section 9.1.2** of the Master Declaration), and nominal values (as referenced in **Recital F** of the Master Declaration) of the Second Supplemental Property as they apply to the Second Supplemental Property are shown on **Exhibit B** to this Second Supplement.

3. **Rights of Declarant Reserved.** Notwithstanding any provision of this Second Supplement, all of the rights of Declarant under the Declaration remain reserved in Declarant.

4. **Restrictions on Use, Design and Construction.** Without limiting the generality of **Article 2** of this Second Supplement, the Second Supplemental Property is subject to the provisions of **Article 4** of the Declaration and the owners of Lots therein must comply with all of the requirements thereof. This restriction includes, without limitation, the requirement that the Second Supplemental Property may be used only for one single-family residence per Lot.

5. **Timing of Construction.** Without limiting the generality of **Article 2** of this Second Supplement, the Second Supplemental Property is subject to the provisions of **Articles 3 and 6** of the Declaration and the owners of Lots therein must comply with all of the requirements thereof. **Articles 3 and 6** include, without limitation, the requirements that each Lot owner's design plans be approved by the ARC prior to making any improvements to the Second Supplemental Property and that any construction activity be concluded within one (1) year after it has been commenced. In addition to such requirements, all Lot owners of the Second Supplemental Property must assure that the construction of a single-family residence commence within eighteen (18) months of the date of Closing on such Lot (the "Commencement Period"). If a Lot owner is unable to begin construction within the Commencement Period due to delays in ARC approval or for any other reason outside of such Lot owner's control, Declarant, in its sole discretion, may grant in writing such Lot owner an extension for up to an additional six (6) months to commence construction.

6. **Common Areas and Easements.** Each Lot in the Second Supplemental Property, and each owner thereof, is benefited by and subject to both the Basic Common Amenities, Common Areas and Easements and the Master Common Amenities, Common Areas

and Common Easements, as set forth in Article 9 of the Declaration, and all of the assessments as set forth in Article 11 of the Declaration.

Effective as of the date first written above.

Beazer Homes Investments, LLC,
a Delaware limited liability company

By: Beazer Homes Corp., a Tennessee corporation, managing member

By: _____
Ann Parker,
Cincinnati Division President

STATE OF OHIO)
) SS:
COUNTY OF BUTLER)

BE IT REMEMBERED, that the foregoing instrument was acknowledged before me, a notary public in and for said state, this ____ day of _____, 2007 by Ann Parker, Division President of Beazer Homes Corp., a Tennessee corporation, managing member of **BEAZER HOMES INVESTMENTS, LLC**, a Delaware limited liability company, on behalf of the company.

Notary Public

This instrument was prepared by:
Christopher P. Finney, Esq.
FINNEY, STAGNARO,
SABA & PATTERSON CO., L.P.A.
2623 Erie Avenue
Cincinnati, Ohio 45208
(513) 533-2700 (phone)
(513) 533-2999 (fax)

EXHIBIT A

EXHIBIT B

Lot Number	Lot Type	Right to use Master Amenities, Common Areas and Easements	Nominal Values
Montgomery County, Section 1 Lots 1-16	40,000 Square Feet Lots	Yes	125

SP-I 17
**THIRD SUPPLEMENT TO
MASTER DECLARATION OF PROTECTIVE COVENANTS AND
RESTRICTIONS FOR THE VILLAGES OF WINDING CREEK
(Commercial Property, Montgomery County, Ohio)**

\$148.00 04/18/07 14:23:14
SP-I-07-032257 0017
Montgomery County
Witts E. Blackshear Recorder

THIS THIRD SUPPLEMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE VILLAGES OF WINDING CREEK ("Third Supplement") is made this 18th day of April, by BEAZER HOMES INVESTMENTS, LLC, a Delaware limited liability company. The term "Declarant" as used herein refers to Beazer Homes Investments, LLC, or any successor or assigns to its rights hereunder as referenced in Article 13 of the Declaration (hereinafter defined).

RECITALS

- A. Declarant is the owner of certain property in both Montgomery County, Ohio by deed recorded on August 26, 2005 at Deed Microfiche #05-086099 and Warren County, Ohio by deed recorded on August 26, 2005 in Official Record Volume 3967, Page 295 totaling 609.8493 acres of real estate (the "Real Estate").
- B. Declarant has previously subjected certain portions of the Real Estate (the "Property") to that certain Master Declaration of Protective Covenants and Restrictions for the Villages Of Winding Creek (the "Declaration") by instrument recorded August 29, 2006 at O.R. Volume 4277, Page 476 of the Warren County, Ohio Records and recorded September 26, 2006 at SP-I-06-089623 0057 of the Montgomery County, Ohio Records. Declarant intends that such Declaration, or designated provisions thereof, will both burden and benefit certain property located in Warren County, Ohio and Montgomery County, Ohio.
- C. Declarant has reserved unto itself in Article 2 of the Declaration the right to subject additional portions of the Real Estate to the Declaration and to define which of the easements, covenants, conditions, assessments and provisions of the Declaration will apply to such newly-added Property.
- D. Declarant has previously subjected the portion of the Real Estate commonly known as Creekside, Section 1 to the Declaration in the first supplement to the Declaration (the "First Supplement") by instrument recorded as Instrument Number SP-I-07-015424 of the Montgomery County, Ohio Records. Declarant has also subjected the portion of the Real Estate commonly known as The Springs, Phase I to the Declaration in the second supplement to the Declaration (the "Second Supplement") by instrument recorded as Instrument Number SP-I-07-015425 of the Montgomery County, Ohio records.

- E. Declarant desires to subject the property located in Montgomery County, Ohio attached hereto as Exhibit A (the "Third Supplemental Property") to certain of the easements, covenants, conditions, assessments and provisions of the Declaration.
- F. Because the Third Supplemental Property is to be used for certain commercial purposes, and because the Declaration extensively deals with properties to be limited to single-family residential uses, many of the provisions of the Declaration (as set forth herein) will not apply to the Third Supplemental Property. Additionally, by this Third Supplement, Declarant creates additional easements, covenants, conditions, assessments and provisions that apply only to the Third Supplemental Property.

NOW, THEREFORE, Declarant hereby declares, reserves and imposes upon the Third Supplemental Property, and makes the same subject to, the following covenants, conditions, restrictions, and easements:

1. Incorporation of Recitals. The recitations and defined terms set forth at the beginning of this Third Supplement are made a part hereof as though fully re-written herein.
2. Third Supplemental Property is Subject to Declaration. Pursuant to the rights of Declarant reserved in Article 2 of the Declaration, the Third Supplemental Property is made a part of the Property (as defined in the Declaration); however, the same is benefited by and subject to only such provisions of the Declaration as are set forth herein. All capitalized terms used herein, that are not otherwise defined herein, will have the meanings ascribed to them in the Declaration. The term "Lot" as used in the Declaration will apply to the Third Supplemental Property, or such portions thereof as are later subdivided as allowed in the manner herein, unless otherwise provided herein.
3. Rights of Declarant Reserved. Notwithstanding any provision of this Third Supplement, all of the rights of Declarant under the Declaration remain reserved in Declarant.
4. Architectural Review. The Third Supplemental Property is subject to the provisions of Article 3 of the Declaration and must comply with all of the requirements thereof.

5. Restrictions on Use, Design and Construction. The Third Supplemental Property is not subject to the restrictions set forth in Article 4 of the Declaration, but is subject to the restrictions on use, design and construction set forth below. In addition to mandatory ARC approval before any construction commences as provided in Section 3.3 of the Declaration, and except as varied by the ARC pursuant to Section 3.7 of the Declaration, all the Third Supplemental Property and improvements thereto at a minimum are subject to the restrictions set forth in this Article 5. Because these restrictions are based upon a variety of factors, including without limitation zoning and other governmental restrictions, aesthetic concerns, and the layout of utilities and easements that benefit other portions of the Real Estate and the common areas, the failure by the owner of any portion of the Third Supplemental Property to strictly adhere to the foregoing may result in a forced removal of such improvements following their construction by the Master Association or the Declarant, which forced removal will be without compensation to such property owner, and will be at such property owner's expense.

5.1 Uses. The Third Supplemental Property may be used only for the following uses: general retail and office purposes and such other uses as are permitted in writing by the Declarant, in Declarant's sole discretion, and for no other purposes whatsoever. Without expanding the permitted uses under the foregoing sentence, each of the following uses is specifically prohibited on the Third Supplemental Property, without the advance written consent of the Declarant, which consent may be withheld in Declarant's sole discretion: bowling centers/alley; billboards; gym; day care center; cabaret; dance hall; electric substation; funeral parlor; hotel; mission/temporary shelter; motel; motor bus terminal; motor cycle, boat or other motor vehicle dealers; motion picture theater; motor vehicle/automobile leasing, sales or servicing (including without limitation auto repair facilities and body shops); warehouse; storage garages or other facilities primarily used for storage and/or distribution; manufacturing of any type; nightclub; pawn shop, head shop; pool room (excluding restaurants or taverns which have pool tables incidental to their primary operations); private clubs; gentlemen's clubs; public parking garage; testing or experimental laboratory; trade school; truck, utility trailer or RV sales, rental or leasing; check cashing center; self-storage or similar facility; and all residential uses. Included among the uses allowed on the Third Supplemental Property by the language above are the following, without limiting any of the foregoing: (i) medical offices (excluding those that provide for overnight stays of patients), (ii) restaurants, including but not limited to those typically known as: (a) casual dining concepts; (b) theme concepts; (c) coffee shops; (d) sandwich shops; (e) pizza/Italian concept restaurants; (f) cafes/cantinas and/or cafeterias; (g) bistros, each with or without bakery sales, liquor service and/or pick-up/drive through facilities (but excluding those typically known as "fast food" restaurants which for the purpose of this paragraph, include restaurants that provide food and beverage services to patrons who order and pay before eating, where such food and beverages may be consumed on the premises, taken out, or delivered, and where table service is not provided); (iii) banking and finance offices, and (iv) all general office purposes and uses incidental thereto.

5.2 Secondary Buildings. No structure of a temporary character and no secondary building, trailer, mobile home, tent, shack, barn, or outbuilding shall be permanently or temporarily erected, maintained, or installed on any Lot at any time except as may be approved by the ARC, but in no event shall any such approved structure be used as a residence, either temporarily or permanently.

5.3 Curbs Cuts and Parking.

5.3.1 No party may make curb cuts into or out of the Third Supplemental Property (both from S.R. 48 and into the remaining portions of the Real Estate) unless the same has been approved in writing by ARC, which approval is in the ARC's sole discretion.

5.3.2 There will be no direct vehicular access roadway between the Third Supplemental Property and the remaining portions of the Real Estate unless the same has been approved in writing by the ARC.

5.3.3 Declarant and the Master Association may from time to time limit on-street parking for employees and patrons of the businesses located on the Third Supplemental Property within the Real Estate that is located outside the Third Supplemental Property.

5.4 Design of Structures.

5.4.1 No party may build any structure on the Third Supplemental Property unless the design of all structures has first been approved by the ARC, in the ARC's sole discretion. The foregoing includes, without limitation, the design of all façades and roofs. All façades will be constructed of glass, brick, stone or stucco, except as determined by the ARC. All colors for the exterior elements of any improvements constructed on the Third Supplemental Property, shall be consistent with the color scheme determined by the ARC, and with respect to each structure and element thereof, as approved by the ARC.

5.4.2 The owner of improvements on the Third Supplemental Property will shield from view all heating, ventilation and air conditioning equipment, telecommunications equipment (including microwave transmitters and satellite dishes) and other mechanical and electronic equipment on the rooftops of the improvements on the Third Supplemental Property.

5.5 Solar Panels. No person may erect or maintain on any portion of the Third Supplemental Property any solar panels.

5.6 Buffer, Fences and Walls. The owner of the Third Supplemental Property may not place fencing of such type, height, materials, color and finish, except as permitted and approved by the ARC, which approval may not be unreasonably withheld, conditioned or delayed. As a part of the initial design of the improvements, Declarant and the ARC may require the construction of a reasonable earthen berm and/or landscaping buffer between the Third Supplemental Property and the residential areas of the Real Estate, at the expense of the owner of the Third Supplemental Property.

5.7 Signs. The owner of the Third Supplemental Property may place signage of such type, size, materials, color, illumination and finish as approved by the ARC in its sole discretion from time to time.

5.8 Yard, Grading, Landscaping, Seeding and Sodding. The owner of the Third Supplemental Property will:

5.8.1 Finish grade elevations in accordance with the grading plan for the Third Supplemental Property developed by the owner of the Third Supplemental Property, and subject to the written consent of the ARC, so as to work in conjunction with the Real Estate, and leave uncovered and exposed all sanitary sewer manholes, storm sewer manholes, water main valve boxes, and water tap boxes after finish grade, sodding and seeding of the yards or installation of walks and driveways. The ARC will not unreasonably withhold, condition or delay its consent of such grading plan for the Third Supplemental Property.

5.8.2 When a building or any other improvement is constructed on the Third Supplemental Property, the owner will assure that the approved grading, landscaping and seeding or sodding is completed within ninety (90) days following the issuance of a certificate of occupancy for such improvements (whether conditional, temporary or partial); PROVIDED, HOWEVER, that if the certificate of occupancy is issued between November 1 of one year and February 28 of the following year, the landscaping, seeding and sodding will occur before the next June 1 following the issuance of such certificate of occupancy.

5.9 Further Subdivision. Except as permitted by the ARC, the Third Supplemental Property may not be further subdivided, or portions thereof split off and conveyed to any other party, including the owner of an adjoining Lot. Notwithstanding the foregoing, without approval of the ARC, the Third Supplemental Property (i) may subdivided as permitted by a planned unit development approved by the governmental entity with zoning authority over the Third Supplemental Property, (ii) may be subjected to a further declaration dividing the same into office condominiums, and (iii) may be divided into commercial lots of not less than ½ acre in size.

6. Prohibited Activities. The Third Supplemental Property is subject to the provisions of Article 5 of the Declaration and must comply with all of the requirements thereof, except as follows:

6.1 Parking and Use of Trucks, Trailers, Boats and Other Vehicles. The owner of the Third Supplemental Property and the tenants therein may park and permit the parking and operation on the Third Supplemental Property of trucks in excess of one ton, non-passenger vans, and vehicles with signs or company names, except as limited by the ARC.

6.2 Trash and Garbage Containers. In addition to the requirements set forth in Section 5.3 of the Declaration, the owner of the Third Supplemental Property must keep all trash and garbage containers in a location that is out of the public view at all times except: (i) during the original development of improvements on the Third Supplemental Property; and (ii) for decorative trash containers reasonably placed by owner on the Third Supplement Property.

7. Clean and Neat Premises; Pets; Ponds. The Third Supplemental Property is subject to the provisions of Article 6, 7, and 8 of the Declaration and must comply with all of the requirements thereof, except as follows:

7.1 The requirements set forth in Section 6.4 are modified to read as follows: The owner of the Third Supplemental Property will assure that any construction activity is concluded on a Lot within two (2) years after it has been commenced.

8. Common Areas and Easements. The owner of the Third Supplemental Property will not be benefited by or subject to either the Basic Common Amenities, Common Areas and Common Easements or the Master Common Amenities, Common Areas and Common Easements, except as follows:

8.1 Stormwater.

8.1.1 The remaining portions of the Real Estate (other than the Third Supplemental Property) are benefited by a permanent, non-exclusive easement for stormwater drainage across, over, and through the Third Supplemental Property in the location noted as "Permanent Storm Sewer Easement" on Exhibit B-1. In addition, the remaining portions of the Real Estate (other than the Third Supplemental Property) are benefited by a non-exclusive temporary easement for construction purposes (including without limitation staging, piling dirt and construction relating to stormwater drainage across, over, and through the Third Supplemental Property) in the location noted as "Temporary Construction Easement" on Exhibit B-1.

8.1.2 The remaining portions of the Real Estate (other than the Third Supplemental Property) are also benefited by permanent, non-exclusive easements for stormwater drainage across, over, and through the Third Supplemental Property in such locations as are reasonably required by the stormwater engineer(s) for Declarant. Declarant's stormwater engineer(s) will reasonably coordinate the location of such easements with the owner of the Third Supplemental Property.

8.1.3 As used in this Section 8.1, the term "easement for stormwater drainage" means the right in the benefited property owner to drain stormwater in, across, over and through such area. Such right includes without limitation the right to grade and clear, and to place underground pipes, conduit and other improvements to achieve such end, and also to temporarily excavate and to place dirt and equipment in such areas for such purposes. The owner of the property burdened by such easement may not construct any improvements in such area, or cause or permit the grading or growth of vegetation that is inconsistent with such uses and purposes.

8.2 Landscape Buffers. The owner of the Third Supplemental Property will initially improve a Perimeter Landscape Buffer in conformity with a plan that has been approved by Declarant and thereafter maintain the same in good condition in the location shown on the attached Exhibit B-2. If the owner of the Third Supplemental Property fails to improve or maintain the Perimeter Landscape Buffer on its property in conformity with the foregoing requirements, then upon written notice from Declarant to the owner of the Third Supplemental Property and a reasonable period to cure the same of no longer than sixty (60) days upon receipt of such notice, the Declarant may enter such Third Supplemental Property and so maintain the same, and has a permanent, non-exclusive easement for the same. In such event, the Declarant may recover the cost of such maintenance from such owner of the Third Supplemental Property. Nothing contained in this Third Supplement will give to any other Lot owner the right to enter upon the Perimeter Landscape Buffer on the Third Supplemental Property.

8.3 Temporary Construction Easements.

8.3.1 The remaining portions of the Real Estate (other than the Third Supplemental Property) are benefited by a temporary, non-exclusive easement for construction purposes across, over, and through the Third Supplemental Property in the areas noted as "Temporary Construction and Grading Easement" as set forth on the attached Exhibit B-3.

8.3.2 The Third Supplemental Property is benefited by a temporary, non-exclusive easement for construction purposes across, over, and through other portions of the Real Estate in the areas noted as area noted as "Temporary Construction and Grading Easement" as set forth on the attached Exhibit B-4.

8.3.3 As used in Section 8.1 and this Section 8.3, the term "temporary" means a period of forty eight (48) months from and after the execution of this Third Supplement. As used in Section 8.1 and this Section 8.3, the term "easement for construction purposes" means the right in the benefited property owner to enter onto such property and to excavate and to place dirt and equipment in such areas for construction and grading purposes. The owner of the property burdened by such easement may not construct any improvements in such area, or cause or permit the grading or growth of vegetation that is inconsistent with such uses and purposes during the period of the easement. Following any such work, and no later than the end of the "temporary" period hereunder, the owner benefited from such "easement for construction purposes" will restore such easement area to the condition that existed immediately prior to such entry and modification.

8.3.4 Pursuant to Article 3 of the Declaration, the owner of the Third Supplemental Property must obtain the prior review and written approval of the ARC for all landscape improvements on the Third Supplemental Property. During the "temporary" period noted above, the owner of the Third Supplemental Property may submit proposed landscaping plans to the ARC, and the ARC may, in its sole discretion, determine that certain landscape improvements may be made within certain areas of the Temporary Construction and Grading Easement area. If the ARC approves a landscape plan submitted by the owner of the Third Supplemental Property and the completion of such landscaping is necessary for the owner of the Third Supplemental Property to obtain Planned Unit Development (PUD) approval and/or a Certificate of Occupancy, the ARC will allow the owner of the Third Supplemental Property to make such landscape improvements within the Temporary Construction and Grading Easement Area. However, if the ARC gives the owner of the Third Supplemental Property written approval to make certain landscape improvements within the Temporary Construction and Grading Easement area but later determines in its sole discretion that it is necessary to remove the same, the Declarant may remove such landscape improvements and replace the same within a reasonable time after the expiration of such "temporary" period at its own cost and expense.

8.4 Utility Easements. The remaining portions of the Real Estate (other than the Third Supplemental Property) are benefited by permanent, non-exclusive easements for utility purposes across, over, and through the Third Supplemental Property. The locations for such easements will be as follows:

8.4.1 As to water and sanitary sewer lines, the easement will be at least such width as is required by Rules and Regulations for Montgomery County Sanitary Engineering Department and will be in such location or locations as is reasonably determined by the owner of the Third Supplemental Property leading from a point on the remaining Real Estate determined by the Declarant (on behalf of the owners of the remaining portions of the Real Estate) to the point in S.R. 48 that such utility line derives its source. Such easement will run (i) from the common property line between the remaining portions of the Real Estate and the Third Supplemental Property to the water lines and sanitary sewer lines constructed by the owner of such Third Supplemental Property where the owner of the remaining portions of the Real Estate may tap into the same and then (ii) from such chosen point of juncture to the point in S.R. 48 that such utility line derives its source or discharge. At the time such utility lines are constructed, the

owner of the Third Supplemental Property, at its sole cost and expense, will make their capacity sufficient to handle volume for or from the remaining portions of the Real Estate as directed by Declarant (on behalf of the owners of the remaining portions of the Real Estate). If the capacity required by Declarant (on behalf of the owners of the remaining portions of the Real Estate) for such remaining portions of the Real Estate results in an increase in expense to the owner of the Third Supplemental Property for either increased construction costs or additional regulatory fees (over the amount that the owner of the Third Supplemental Property would incur for its own required capacity), upon prior written documentation of the same to the Declarant, the Declarant (on behalf of the owners of the remaining portions of the Real Estate) will pay the amount of such increased costs. The owner of the Third Supplemental Property will establish the location of such utility lines by January 31, 2009. If not, then Declarant (on behalf of the owners of the remaining portions of the Real Estate) may provide written notice to the owner of the Third Supplemental Property of such failure and if the owner of the Third Supplemental Property has not provided the location of such easements within 60 days after such notice, then Declarant may place such lines in such location as it reasonably determines, and in such event Declarant will have a permanent non-exclusive easement for such necessary operation, maintenance and repair of such lines.

8.4.2 As to gas, electric, telephone and CATV television lines, the easements will be in various widths determined by the applicable gas, electric and telecommunications utility companies, in such location or locations as is reasonably determined by the owner of the Third Supplemental Property leading from a point on the remaining Real Estate determined by the Declarant (on behalf of the owners of the remaining portions of the Real Estate) to the point in S.R. 48 that such utility line derives its source. The owner of the Third Supplemental Property will advise the Declarant of the location of such easements on or before December 31, 2007. If not, then Declarant (on behalf of the owners of the remaining portions of the Real Estate) may provide written notice to the owner of the Third Supplemental Property of such failure and if the owner of the Third Supplemental Property has not provided the location of such easements within 60 days after such notice, then Declarant (on behalf of the owners of the remaining portions of the Real Estate) may place such lines in such location as it reasonably determines, and in such event Declarant will have a permanent non-exclusive easement for such necessary operation, maintenance and repair of such lines.

8.4.3 As used in this Section 8.4, the term "easement for utility purposes" means the right in the benefited property owner to construct, repair, replace, and maintain improvements for water, sanitary and storm sewer, electric, gas, telephone, cable television and other telecommunication purposes. Such right includes without limitation the right to grade and clear in such area, and to place underground pipes, conduit and other improvements to achieve such end, and also to temporarily excavate and to place dirt and equipment in such areas for such purposes. The owner of the property burdened by such easement may not construct any improvements in such area, or cause or permit the grading or growth of vegetation that is inconsistent with such uses and purposes.

8.5 Dedication; Further Supplemental Filing.

8.5.1 As to the easements set forth in Section 8.1 (stormwater) and Section 8.4.1 (water and sanitary sewer lines), both the owner of the Third Supplemental Property and the Declarant will (i) construct improvements within such easement areas in conformity with the dedication standards established by the appropriate authority for acceptance of such utility lines and easements and (ii) fully cooperate upon the request of the other party, or their successors, in the dedication of such lines to public use.

8.5.2 As to each of the easement locations established under this Section 8, Declarant may hereafter supplement this instrument further with a legal description of such areas filed in the Montgomery County, Ohio Records, with the consent of the owner of the Third Supplemental Property, not to be unreasonably withheld.

9. Property Owners' Master Association. Although the Third Supplemental Property and the owner thereof is subject to certain discretion of, and assessments payable to, the Master Association, it will not have any membership rights in the Master Association as provided in Section 10.2 of the Declaration or voting rights in the Master Association as provided in Section 10.3. The Third Supplemental Property and the owner thereof shall be subject to and abide by additional rules and regulations of the Master Association that may be promulgated from time to time as long as the same are reasonable with respect to commercial development. Notwithstanding the foregoing, such rules and regulations of the Master Association shall not limit or impair the owner, or tenants, of such Third Supplemental Property's ability to reasonably use and enjoy the premises for its intended use, or unreasonably interfere with the operation of the approved business thereon.

10. Assessments.

10.1 The Third Supplemental Property is subject to the restrictions set forth in Article 11 of the Declaration, and the Assessments created thereby, except that the Third Supplemental Property will not be subject to (i) the Capital Contribution Assessments at Closing as set forth in Article 11.1, (ii) the General Basic Assessments as set forth in Article 11.2, (iii) the General Master Assessment as set forth in Article 11.3 or (iv) the Special Assessments as set forth in Article 11.5 of the Master Declaration.

11. Other Provisions. The provisions of Article 12 of the Declaration do not apply to the Third Supplemental Property. Because the owner of the Third Supplemental Property has no membership or voting rights in the Master Association, provisions of Article 13 of the Declaration do not apply to the Third Supplemental Property. The provisions of Articles 14, 15, 16, 17 and 18 of the Declaration apply to the Third Supplemental Property.

Declarant has caused this Third Supplement to be executed on the date first written above.

Beazer Homes Investments, LLC,
a Delaware limited liability company

By: Beazer Homes Corp., a Tennessee corporation, managing member

By: Ann Parker
Ann Parker,
Cincinnati Division President

STATE OF OHIO)
) SS:
COUNTY OF BUTLER)

BE IT REMEMBERED, that the foregoing instrument was acknowledged before me, a notary public in and for said state, this 18th day of April, 2007 by Ann Parker, Division President of Beazer Homes Corp., a Tennessee corporation, managing member of **BEAZER HOMES INVESTMENTS, LLC**, a Delaware limited liability company, on behalf of the company.

Elizabeth A. Feltnr
Notary Public

This instrument was prepared by:

Christopher P. Finney, Esq.
FINNEY, STAGNARO,
SABA & PATTERSON CO., L.P.A.
2623 Erie Avenue
Cincinnati, Ohio 45208
(513) 533-2700 (phone)
(513) 533-2999 (fax)

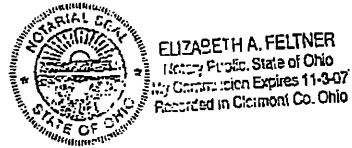
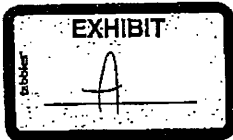


EXHIBIT A

Legal Description for the Subject Property



DESCRIPTION OF
14.427 ACRES
FOR LOT B-2
MONTGOMERY COUNTY, OHIO
DECEMBER 20, 2006

Situate in State of Ohio, County of Montgomery, Washington Township, Section 28, Township 3, Range 5, M.R.s, being part of a 187.517 acre tract as conveyed to Beazer Homes Investments LLC, a Delaware Limited Liability Company by deed of record in I.R. Deed #05-086099, (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorder's Office, unless noted otherwise) and being more particularly bounded and described as follows:

Beginning for reference at an iron pin set in the easterly right-of-way of Dayton Lebanon Pike (aka State Route 48), and also being the northwest corner of Reserve "A" of The Falls at The Villages of Winding Creek Record Plat as recorded in Plat Book 203, Pages 46 and 46A in the Recorder's Office, Montgomery County, Ohio;

Thence North 4 degrees 10 minutes 00 seconds East, continuing along said easterly right-of-way a distance of 447.21 feet to a an iron pin set, said iron pin being the True Point of Beginning.

Thence continuing along said easterly right-of-way North 4 degrees 10 minutes 00 seconds East, a distance of 1219.25 feet to an iron pin set;

Thence South 84 degrees 40 minutes 14 seconds East leaving said easterly right-of-way a distance of 530.05 feet to an iron pin set, said iron pin being along the south line of a tract of land as conveyed to Centerville Community Church by deed of record I.R. Deed #77-097A05, along the south line of a tract of land as conveyed to Centerville Community Church by deed of record I.R. Deed #81-527A11 and along the south line of a tract of land as conveyed to Centerville Community Church by deed of record I.R. Deed #88-0463C04 of the Montgomery County Recorder's Office;

Thence leaving said south line South 05 degrees 19 minutes 46 seconds West with a new division line crossing said 187.517 acre tract of land as conveyed to Beazer Homes Investments, LLC, a Delaware Limited Liability Company by deed of record in I.R. Deed #05-086099 of the Montgomery County Recorder's Office, a distance of 1208.74 feet to an iron pin set;

Thence continuing with a new division line North 85 degrees 50 minutes 00 seconds West a distance of 505.41 feet to an iron pin set, said iron pin being on the easterly right-of way of State Route 48 and also being the POINT OF BEGINNING, containing 14.427 acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

The Basis of Bearing in this description is the centerline of State Route 48 (Dayton-Lebanon Pike), being South 4 degrees 10 minutes 00 seconds West as shown in deed of record MF#90-0083A01 in the Montgomery County Recorder's Office, and as shown on the Montgomery County Engineer's Office on Survey SUR 90-2.

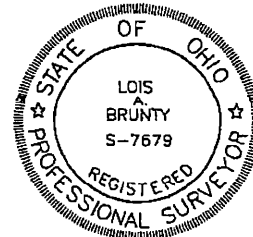
This description prepared by R.D.Zande and Associates, based on a field survey done in July and August 2006 under the direct supervision of Lois A. Brunty, S-7679 and as filed in the Montgomery County Engineer's Record of Land Surveys in Volume 2006, Page 0590.

APPROVED
DAYTON, OHIO
MONTGOMERY COUNTY ENGINEER
JOSEPH LITVIN, P.E., P.S.

Prepared by:

R.D. ZANDE & ASSOCIATES

Lois A. Brunty
Lois A. Brunty
Ohio Professional Surveyor No. 7679
Date Feb. 12, 2007



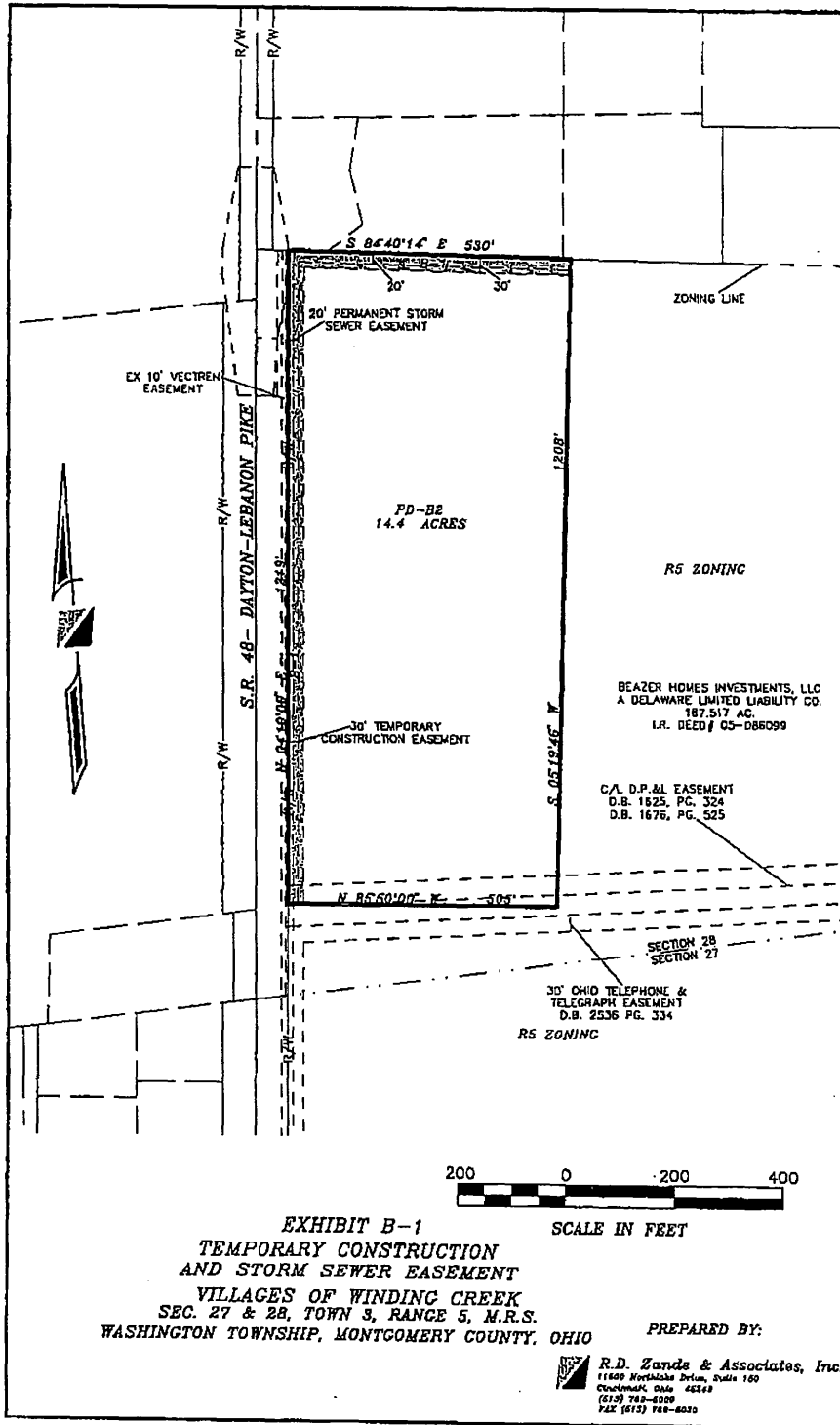


EXHIBIT B-1
TEMPORARY CONSTRUCTION
AND STORM SEWER EASEMENT
VILLAGES OF WINDING CREEK
SEC. 27 & 28, TOWN 3, RANGE 5, M.R.S.
WASHINGTON TOWNSHIP, MONTGOMERY COUNTY, OHIO

SCALE IN FEET



PREPARED BY:

R.D. Zands & Associates, Inc.
 11600 Northlake Drive, Suite 100
 Cincinnati, Ohio 45248
 (513) 762-6000
 FAX (513) 762-6020

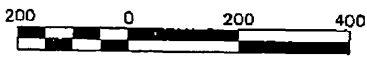
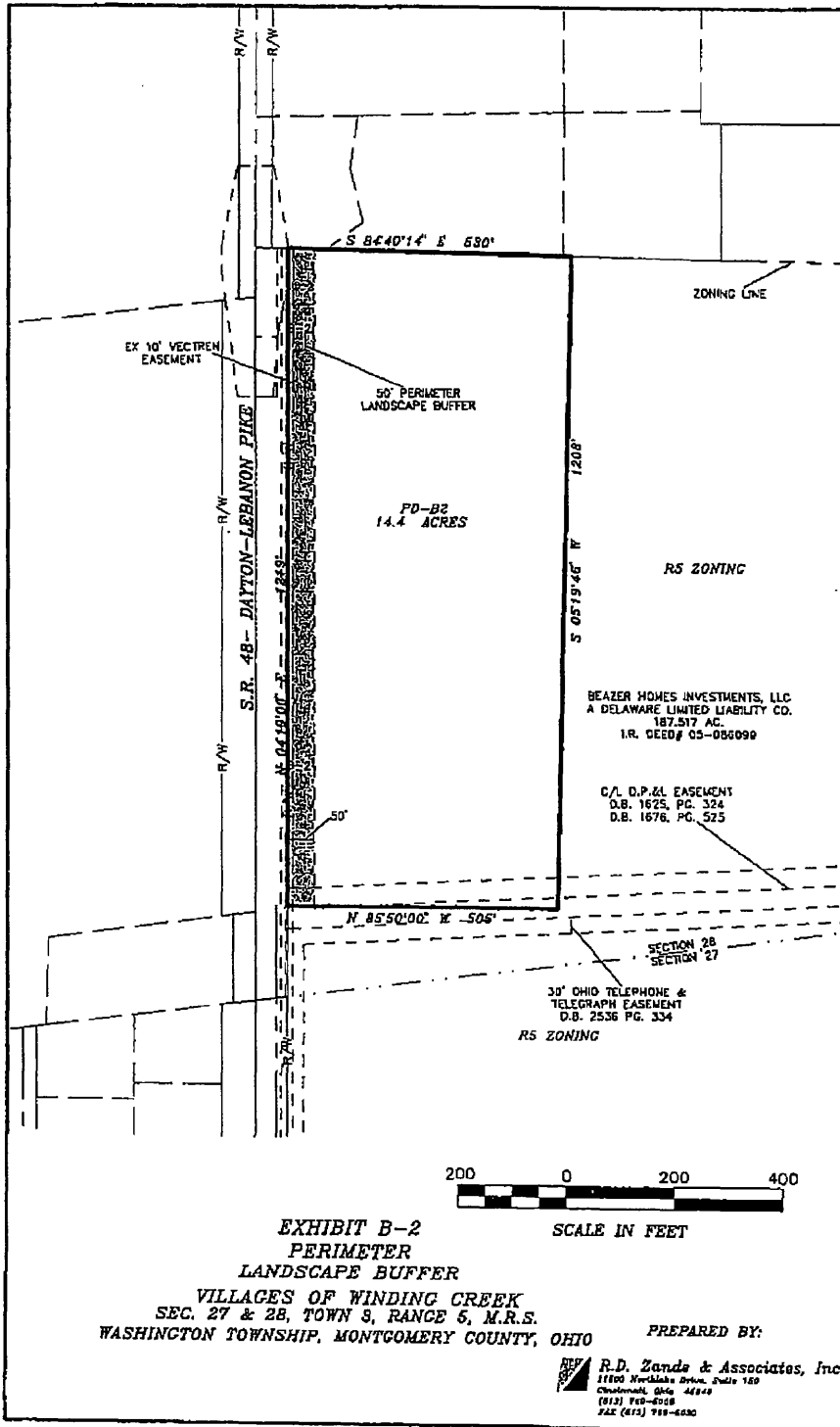


EXHIBIT B-2
PERIMETER
LANDSCAPE BUFFER
VILLAGES OF WINDING CREEK
SEC. 27 & 28, TOWN 3, RANGE 5, M.R.S.
WASHINGTON TOWNSHIP, MONTGOMERY COUNTY, OHIO

SCALE IN FEET

PREPARED BY:

R.D. Zanda & Associates, Inc.
 11800 Northlake Drive, Suite 100
 Cincinnati, Ohio 45240
 (513) 763-0058
 FAX (513) 763-6530

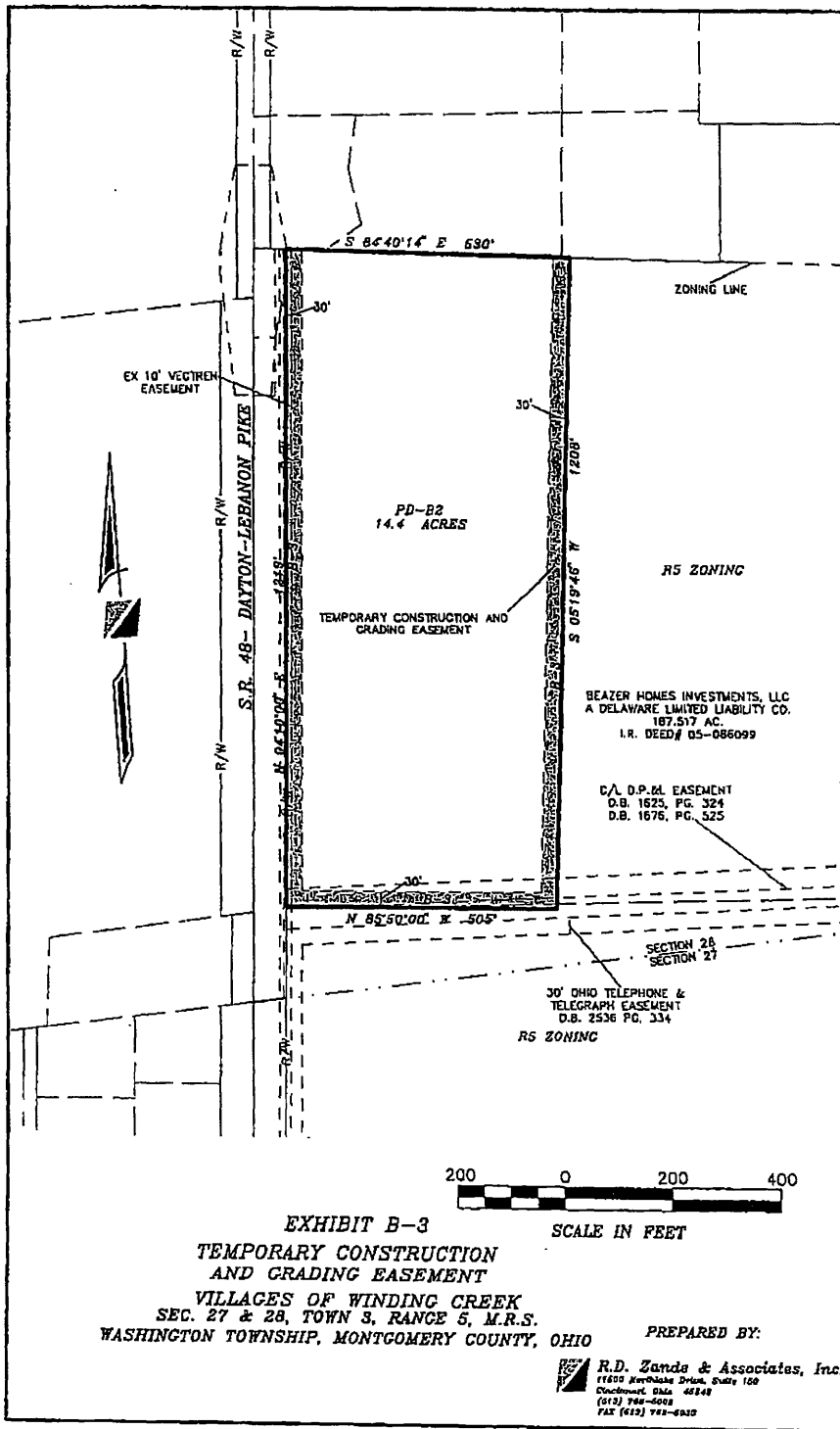
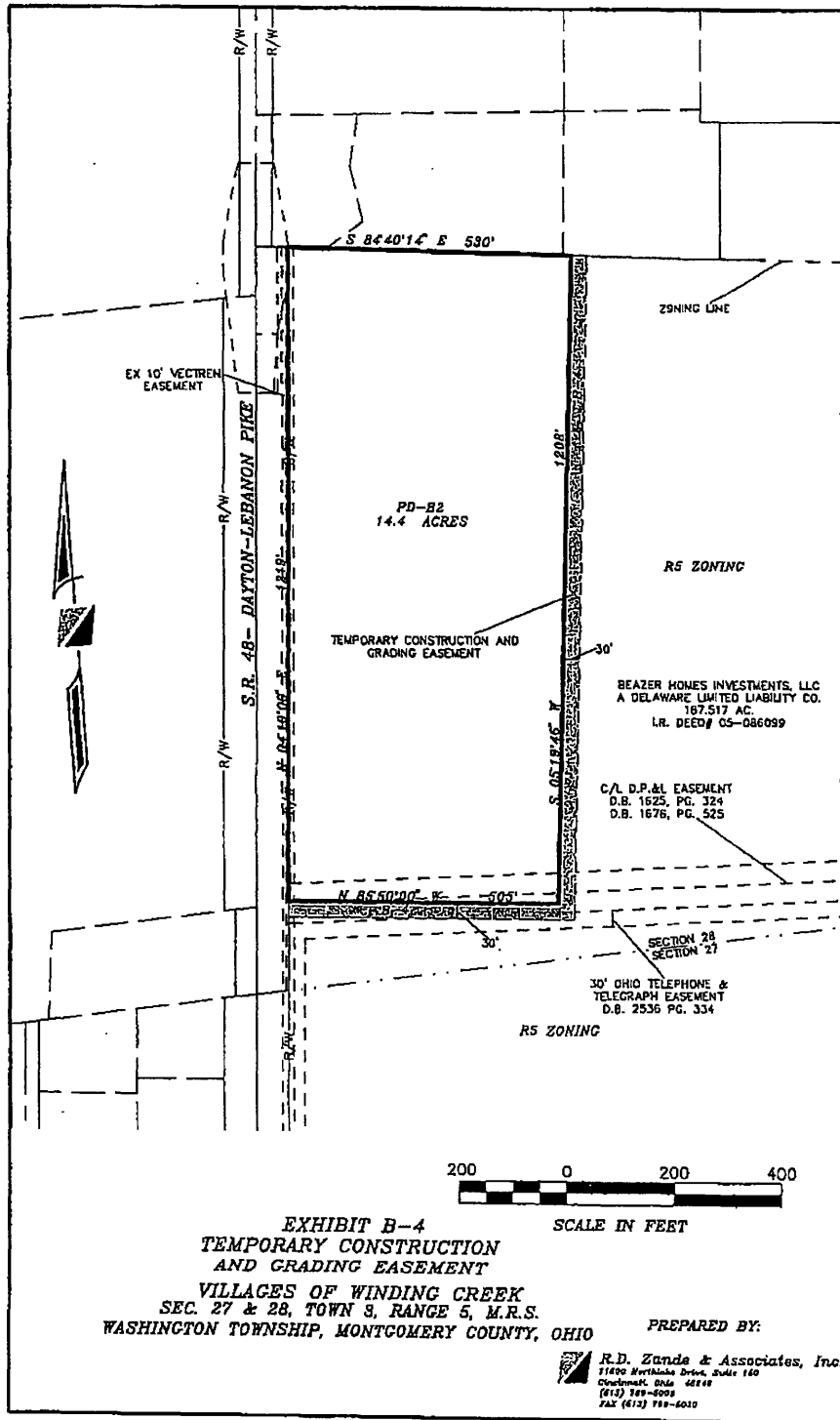


EXHIBIT B-3
TEMPORARY CONSTRUCTION
AND GRADING EASEMENT
VILLAGES OF WINDING CREEK
SEC. 27 & 28, TOWN 3, RANGE 5, M.R.S.
WASHINGTON TOWNSHIP, MONTGOMERY COUNTY, OHIO



PREPARED BY:
R.D. Zanda & Associates, Inc.
 11600 Riverchase Drive, Suite 100
 Cincinnati, Ohio 45248
 (513) 768-6000
 FAX (513) 768-6020



24
204

**FOURTH SUPPLEMENT TO
MASTER DECLARATION OF PROTECTIVE COVENANTS AND
RESTRICTIONS FOR THE VILLAGES OF WINDING CREEK
(Legacy, Phase I, Warren County, Ohio)**

THIS FOURTH SUPPLEMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE VILLAGES OF WINDING CREEK ("Fourth Supplement") is made this 15 day of May, 2007 by **BEAZER HOMES INVESTMENTS, LLC**, a Delaware limited liability company. The term "Declarant" as used herein refers to Beazer Homes Investments, LLC, or any successor or assigns to its rights hereunder as referenced in Article 13 of the Declaration (hereinafter defined).

RECITALS

- A. Declarant is the owner of certain property in both Montgomery County, Ohio by deed recorded on August 26, 2005 at Deed Microfiche #05-086099 and Warren County, Ohio by deed recorded on August 26, 2005 in Official Record Volume 3967, Page 295 totaling 609.8493 acres of real estate (the "Real Estate").
- B. Declarant has previously subjected certain portions of the Real Estate (the "Property") to that certain Master Declaration of Protective Covenants and Restrictions for the Villages Of Winding Creek ("Declaration") by instrument recorded August 29, 2006 in Official Record Volume 4277, Page 476 of the Warren County, Ohio Records and recorded September 26, 2006 at SP-I-06-089623 0057 of the Montgomery County, Ohio Records. Declarant intends that such Declaration, or designated provision thereof, will both burden and benefit certain property located in Warren County, Ohio and Montgomery County, Ohio.
- C. Declarant has reserved unto itself in Article 2 of the Declaration the right to subject additional portions of the Real Estate to the Declaration and to define which of the easements, covenants, conditions, assessments and provisions of the Declaration will apply to such newly-added Property.
- D. Declarant has previously subjected the portion of the Real Estate commonly known as Creekside, Section 1, to the Declaration in the first supplement to the Declaration (the "First Supplement") by Instrument Number SP-I-07-015424 of the Montgomery County, Ohio Records. Declarant has also subjected the portion of the Real Estate commonly known as The Springs, Phase I to the Declaration in the second supplement to the Declaration (the "Second Supplement") by Instrument Number SP-I-07-015425 of the Montgomery County, Ohio records, and the portion of the Real Estate commonly known as the Commercial Property to the Declaration in the third supplement to the Declaration (the

“Third Supplement”) by Instrument Number SP-I-07-032257 of the Montgomery County, Ohio records.

- E. Declarant desires to subject the property located in Warren County, Ohio attached hereto as **Exhibit A** (“Fourth Supplemental Property”) to certain of the easements, covenants, conditions, assessments and provisions of the Declaration.
- F. Because the Fourth Supplemental Property is to be benefited by its own amenities, common areas and easements that are not to be shared with other Lot owners in the Real Estate, the Lots in the Fourth Supplemental Property will not benefit from the Master Amenities, Common Areas and Easements described in the Declaration.

NOW, THEREFORE, Declarant hereby declares, reserves and imposes upon the Fourth Supplemental Property, and makes the same subject to, the following covenants, conditions, restrictions, and easements:

1. **Incorporation of Recitals.** The recitations and defined terms set forth at the beginning of this Fourth Supplement are made a part hereof as though fully re-written herein.

2. **Fourth Supplemental Property is Subject to Declaration.** Pursuant to the rights of Declarant reserved in **Article 2** of the Declaration, the Fourth Supplemental Property is made a part of the Property (as defined in the Declaration); however, the same is benefited by and subject to only such provisions of the Declaration as are set forth herein. All capitalized terms used herein, that are not otherwise defined herein, will have the meanings ascribed to them in the Declaration. The term “Legacy Property” shall mean (i) the Fourth Supplemental Property and (ii) such additional property designed by Declarant, in its sole discretion, as “Legacy Property” in a further Supplemental Declaration or by a third party pursuant to **Section 2.2** of the Declaration. A “Legacy Lot” shall be a Lot created by Declarant in the Legacy Property, or by a third party pursuant to **Section 2.2** of the Declaration, by a Supplemental Declaration, pursuant to **Article 2** of the Declaration. The term “Lot” as used in the Declaration includes, without limitation, each Legacy Lot. The Lot Type (as defined in **Recital F** of the Master Declaration), right and privilege of use of the Master Amenities, Common Areas and Easements (as referenced in **Section 9.1.2** of the Master Declaration), and nominal values (as referenced in **Section 11.2** of the Master Declaration) of the Fourth Supplemental Property are shown on **Exhibit B** to this Fourth Supplement.

3. **Rights of Declarant Reserved.** Notwithstanding any provision of this Fourth Supplement, all of the rights of Declarant under the Declaration remain reserved in Declarant.

4. **Architectural Review.** The Fourth Supplemental Property is subject to the provisions of **Article 3** of the Declaration and the owners of property therein must comply with all of the requirements thereof.

5. **Restrictions on Use, Design and Construction.** The Fourth Supplemental Property is subject to the provisions of **Article 4** of the Declaration and the owners of property therein must comply with all of the requirements thereof. This restriction includes, without limitation, the requirement that the Fourth Supplemental Property may be used only for one single-family residence per Legacy Lot.

6. **Prohibited Activities.** The Fourth Supplemental Property is subject to the provisions of **Article 5** of the Declaration and the owners of property therein must comply with all of the requirements thereof.

7. **Clean and Neat Premises; Pets; Ponds.** The Fourth Supplemental Property is subject to the provisions of **Article 6, 7, and 8** of the Declaration and the owners of property therein must comply with all of the requirements thereof.

8. **Common Areas and Easements.** Each Legacy Lot, and each owner thereof, is benefited by and subject to the Basic Common Amenities, Common Areas and Easements. Each Legacy Lot, and each owner thereof, is not benefited by or subject to the Master Common Amenities, Common Areas and Common Easements.

9. **Legacy Property Owners' Association and Legacy Assessments.** Every Legacy Lot owner is a member of the Master Association as set forth in **Section 10.1** of the Master Declaration. Each Legacy Lot, and each owner thereof, is benefited by the Basic Amenities, Common Areas and Easements, and is subject to General Basic Assessments (as set forth in **Section 11.2** of the Master Declaration), Basic Special Assessments (as set forth in **Section 11.5** of the Master Declaration), and Individual Lot Assessments (as set forth in **Section 11.6** of the Master Declaration). The Legacy Lots, and the owners thereof, are not subject to the General Master Assessments or Special Master Assessments set forth in the Declaration.

10. **Legacy Association and Assessments.** In addition to the rights and responsibilities to the Master Association, and to the Basic Amenities, Common Areas, and Easements set forth herein and in the Master Declaration, each Legacy Lot and each owner thereof, is (i) benefited by certain amenities, common areas and easements reserved for the Legacy Lots and each owner thereof, all as set forth in this **Article 10** and (ii) subject to the covenants, restrictions, and easements (including without limitation Legacy Assessments, as hereinafter defined) set forth in this Fourth Supplement.

10.1 **Legacy Property Owners Association.**

10.1.1 **Master Association.** Concurrent with the execution of this Fourth Supplement, Declarant has created under the laws of the State of Ohio The Villages of Winding Creek Legacy Property Owners Association (the "Legacy Association") as a non-profit corporation for the benefit of the owners of Legacy Lots. All Legacy Lot owners shall be subject to and abide by the Articles of Incorporation and the By-Laws and Regulations of the Legacy Association (the "Legacy Bylaws") attached hereto as **Exhibit C**, as well as additional rules and regulations of the Legacy Association that may be promulgated from time to time.

10.1.2 Membership Rights. Every person or entity who is a record owner of any Legacy Lot is a member of the Legacy Association and such membership shall be appurtenant to and not be separated from the ownership of the Legacy Lot. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Upon the conveyance of any Legacy Lot, the new owner of such Lot will replace the former owner as a member of the Legacy Association. Such membership rights of all Legacy Lot owners are subject to the limitations, terms, and conditions set forth in this Fourth Supplement, in the Legacy By-Laws or otherwise promulgated by the Legacy Association.

10.1.3 Voting Rights. The Legacy Association will have two (2) classes of voting membership:

10.1.3.1 Class A Members will be all owners of a Legacy Lot, and shall be entitled to one (1) vote for each Legacy Lot owned. As long as such Legacy Lot owner has paid all Legacy Assessments (hereinafter defined) current as and when they are due, the owner of each Legacy Lot will have one (1) vote as a member of the Legacy Association. If an owner owns more than one (1) Legacy Lot, it will have as many votes as it has Lots. To the extent that the ownership rights in a Legacy Lot are divided, each owner will hold the same percentage of right to cast one (1) vote as it has a percentage interest in a Legacy Lot.

10.1.3.2 Class B Members will be the Declarant, who shall be entitled to such number of votes as will constitute seventy-five percent (75%) of the total voting power of the Legacy Association, so long as Class B Membership continues to exist. Class B Membership shall cease and be converted to Class A Membership (and Declarant may thereafter cast one Class A vote for each Legacy Lot owned by it, regardless of whether Declarant pays any or its full share of Legacy Assessments) on the happening of the earlier to occur of the following events:

- a. Declarant owns no Legacy Lots and has no other real estate to annex into the Development; or
- b. When the Declarant terminates Class B Membership in writing.

At such time that additional real estate is designated as Legacy Property by Declarant pursuant to Section 2, above, the Class B Membership of the Declarant shall, if it had previously ceased due to one of the conditions listed above, be reinstated and shall apply to all Legacy Lots owned by Declarant in the newly annexed portion of the Property as well as to all Legacy Lots owned by Declarant in other areas of the Property. Such reinstatement is subject to further cessation in accordance with the limitations set forth above.

10.1.4 Legacy Amenities, Common Areas, Easements and Maintenance.

10.1.4.1 Every Legacy Lot owner shall have a non-exclusive common right and easement of use and enjoyment in and to (i) the Legacy Common Areas as

shown on the Plats for Legacy Property, (ii) all Legacy Easements shown on the Plats for Legacy Property, and (iii) all existing and subsequently constructed improvements upon or within such Legacy Common Areas, including improvements which may be dedicated or under contract to the Legacy Association for the use and benefit of the Legacy Lot owners (the "Legacy Amenities"). Together, the foregoing are known as the "Legacy Amenities, Common Areas and Easements." Except for rights in the Master Association under the Declaration or any Supplemental Declaration, Lot owners in the Property outside of the Legacy Property will have no right to use the Legacy Amenities, Common Areas and Easements. The improvements that may be constructed in the Legacy Common Areas referenced above may include, without limitation: structures for recreation, storage, or protection of equipment; fountains, statuary, sidewalks, common driveways, landscaping, guardhouses, esplanades, walls, bridges, ponds, walking trails, open spaces, recreation areas, or other similar and appurtenant improvements. Nothing in this Fourth Supplement obligates Declarant to construct any of such facilities or to designate them as Legacy Amenities. Any improvements or alterations made upon any common area or common easement as shown on any Plat of Legacy Property by the owner of a Lot are made at the risk of such owner and such owner may be forced to remove and/or restore the same to the extent that such improvements interfere with the enjoyment of such common areas or easements as determined by the Legacy Association.

10.1.4.2 The Legacy Association shall be entitled to regulate, improve, control and maintain, as the Legacy Association deems reasonable in its sole and absolute discretion, all Legacy Amenities, Common Areas and Easements. The maintenance of such common areas and common easements may include entrance monumentation and landscaped area surrounding the same, drainage easements, utility easements, and all traffic signs on the Legacy Property (including, without limitation, all street signs, stop signs, parking signs, speed limit signs, and directional signs). All Lot owners shall pay Legacy Assessments pursuant to **Section 10.2** of this Fourth Supplement and thereby will share in the cost of all such common maintenance activities undertaken by the Legacy Association.

10.1.4.3 In addition to the foregoing, it is the intention of the Declarant that the Legacy Association will provide certain lawn and landscaping maintenance services, and snow and ice removal services from driveways and sidewalks on the Legacy Lots, and charge the cost thereof as part of the Legacy General Assessments, as set forth in **Section 10.2.1**, below. Specifically, the Legacy Association will (i) provide a general spring and fall yard cleanup, which is the removal of sticks and leaves from the lawn on such date determined by the Legacy Association, (ii) regular lawn mowing in such frequency as determined by the Legacy Association, (iii) snow and ice removal from sidewalks and driveways on the Legacy Lots and (iv) such other services as are determined by the Legacy Association from time to time in its sole discretion. Notwithstanding the foregoing, unless otherwise determined by the Association:

10.1.4.3.1 All initial plantings of landscaping and maintenance and re-plantings thereof, initial and supplemental seeding and sodding of Legacy Lots, and all fertilization of lawns on Legacy Lots will be the responsibility of and at the expense of the owner of each Legacy Lot.

10.1.4.3.2 The snow and ice removal from Legacy Lots is as a convenience to the Legacy Lot owners, and not a legal responsibility of the Legacy Association. The failure of the Legacy Association to timely or properly remove accumulations of snow or ice from any of the Legacy Lots will not lead to liability of any type in any of the Legacy Association or the Declarant, or any of their officers, directors, agents or employees. As between the Legacy Lot owners and the Association, it is the responsibility of each Legacy Lot owner to assure the timely removal of accumulations of snow and ice from the Legacy Lots. Further, no responsibility to any third party arises in the Association as a result of the provisions of this **Section 10.1.4.3.**

10.1.5 **Liability Insurance.** The Legacy Association shall procure and maintain public liability insurance insuring the Declarant, the Legacy Association, and the Lot owners against any occurrence upon, in, about, or relating to the Legacy Amenities, Common Areas and Easements, which shall afford protection to a limit of not less than One Million Dollars (\$1,000,000) for personal injury, disease, illness or death suffered by one (1) person or with respect to any one (1) occurrence, and to a limit of not less than Fifty Thousand Dollars (\$50,000) in respect to damage to or destruction of property arising out of any one (1) occurrence. Such coverage limits may be increased from time to time as reasonably determined by the board of trustees of the Legacy Association (the "Board of Trustees") in its sole and absolute discretion.

10.1.6 **Bonding; Director and Officer Insurance.** The Legacy Association shall cause all members of the Board of Trustees, officers, or employees having fiscal responsibilities to be bonded, as it may deem appropriate. In addition, the Legacy Association may procure director and officer liability insurance in such amounts and upon such terms and conditions as reasonably determined by the Board of Trustees in its sole and absolute discretion.

10.1.7 **Ownership of Property.** The Legacy Association may from time to time acquire, own and dispose of real and personal property, including without limitation property deeded to it by Declarant for use as common areas or easements for the use and enjoyment by the owners of the Legacy Lots. The Legacy Association may also, from time to time, acquire, own and dispose of Legacy Lots, if it so desires. Title to any portion of the common areas located on the Legacy Property or in future sections of the Legacy Property, if any, that is to be owned by the Legacy Association, or the Legacy Lot owners in common, will be so conveyed from Declarant to the Legacy Association. However, the Declarant shall have the right from time to time to reserve for the purpose of development of the Legacy Property all or any portion of the Legacy Property for various easements and rights of way, together with the right to dedicate the same where applicable and customary and the right of ingress and egress across the common areas in connection with the development of the Legacy Property. The Legacy Association will accept from Declarant all land and improvements in the Legacy Property or adjacent or appurtenant thereto, including fee and easement interests, deeded to it for such purposes, and the Legacy Association will accept all responsibility for such land and improvements and with respect to such easements upon such acceptance. In each such conveyance, such land will be deemed to be Legacy Amenities, Common Areas or Easements.

10.1.8 Sub-Association. The Legacy Association is a Sub-Association as that term is used in the Master Declaration.

10.1.9 Bylaws. The Legacy Association may make whatever rules or bylaws it may choose to govern the organization, provided that the same are not in conflict with the terms and provisions of the Declaration or this Fourth Supplement. A copy of the initial by-laws and regulations for the Legacy Association is attached hereto as Exhibit C.

10.2 Legacy Assessments. The term "Legacy Assessment" as used herein means the assessments that are levied pursuant to any of the sections of this Section 10.2 of this Fourth Supplement.

10.2.1 Legacy General Assessments. Each year, the Legacy Association, or Declarant, if it has yet to assign the rights and responsibilities of Declarant to the Legacy Association, will establish, levy and collect the amount of a Legacy General Assessment. Such Legacy General Assessment may be billed on a monthly, quarterly, semi-annual or annual basis, as determined by the Legacy Association or Declarant, and shall be due and payable to the Legacy Association from the owner of each Legacy Lot as and when directed by the Legacy Association or Declarant. The total amount of such Legacy General Assessment will be that amount that is sufficient to discharge the responsibilities of the Legacy Association, as reasonably determined by Declarant or the Legacy Association plus an aggregate accumulated reserve amount not to exceed twenty five percent (25.0%) of the current annual expenses as predicted by the Legacy Association or Declarant. Such amount will be apportioned among the Lots by (i) dividing such total Legacy General Assessment by the total of all "Nominal Values" attributed to all of the Legacy Lots and (ii) for each Legacy Lot, multiplying such product by that Legacy Lot's "Nominal Value." For example only, if the total Legacy General Assessment is \$15,000 for a year, the total Nominal Value of all Legacy Lots is 100, and the Nominal Value of Legacy Lot 1 is 2, then the Legacy General Assessment for Lot 1 is \$150.

10.2.2 Legacy Special Assessments. The Legacy Association or Declarant may establish, levy, and collect Legacy Special Assessments at any time for the purpose of defraying, in whole or in part, the cost of any construction, renovation, repair, replacement, or addition of a capital improvement located in the Legacy Amenities, Common Areas and Easements, which cost has not otherwise been provided for in the Legacy General Assessments provided that such Legacy Special Assessments are approved by a majority of the total number of votes then held by Class A Members and a majority of the total number of votes then held by Class B Members. The Legacy Special Assessments will be calculated and apportioned by the Legacy Association and paid by the Legacy Lot owners in the same manner as for Legacy General Assessments set forth in Sections 10.2.1.

10.2.3 Individual Lot Assessment. To the extent that the Legacy Association takes action to force compliance with the covenants set forth herein, or incurs costs to prosecute or defend an action relating to any Lot owner (including without limitation under Section 11.5, below), the same will be a charge and assessment against the Legacy Lot and the owner of such Legacy Lot subject to such action.

10.3 Initial Exemption from Legacy Assessments. The Legacy Lots shall not be subject to the assessments provided in Section 11.2, above, until the earlier of the following dates: (i) the first conveyance of a Legacy Lot from a builder to a purchaser; or (ii) twelve (12) months following the first conveyance of a Legacy Lot from Declarant to a builder or, in the case of Declarant, twelve (12) months following the recording of a plat of Subdivision for the subject Lots.

10.4 Non-Payment of Legacy Assessments and Penalty Assessments. Any Legacy Assessments levied pursuant to this Fourth Supplement that are not paid on the date when due shall be delinquent and, together with such interest thereon at the rate of ten percent (10.0%) per annum and the cost of the collection thereof including, but not limited to any additional fees levied by the Legacy Association and reasonable attorneys' fees, shall automatically be a continuing lien on such Legacy Lot. Declarant or the Legacy Association will have the power and authority to establish and levy additional fees and penalties against and collect the same from any Legacy Lot owner who is delinquent in payment of Legacy Assessments or is in breach of any of the covenants, conditions and restrictions of this Fourth Supplement as long as such Legacy Lot owner is given at least thirty (30) days written notice of the same and fails to cure such delinquency or breach within such time period.

10.5 Liens. Any delinquent Assessment shall automatically be a lien upon the estate or interest of any Legacy Lot owner (including improvements thereon). If such Assessment remains unpaid for thirty (30) days after it becomes due and payable, the Legacy Association may file a certificate of such lien, subscribed by a member of the Board of Trustees or an officer of the Legacy Association, with the Recorder's Office of Warren County, Ohio. Such certificate shall contain a description of the Legacy Lot, the name or names of the Legacy Lot owner(s) and the amount of such unpaid portion of the dues and late charges accrued as of the date of the certificate. Such lien shall remain valid for a period of five (5) years and any renewals thereof, from the time of the filing thereof, unless sooner released or satisfied in the manner allowed by law for the release and satisfaction of mortgages in real property or discharged by the final judgment or order of a court of competent jurisdiction in any action brought to discharge such lien. If the Legacy Association employs counsel to collect on any such lien or to otherwise collect any Assessment, the owner of such Legacy Lot or Lots shall pay all costs incurred in such enforcement, including a reasonable fee for counsel. Notwithstanding the foregoing, any lien by the Legacy Association upon the estate or interest of any Legacy Lot owner shall be subordinate to the first mortgage on said property. Sale or transfer of any Legacy Lot shall not affect the lien of such Legacy Assessments or fees.

10.6 Personal Liability. In addition, each Legacy Lot owner shall be personally liable for all Legacy Assessments and fees levied against him or her or any Legacy Lot owned by him or her by the Legacy Association while he or she is a Legacy Lot owner.

11. Other Provisions. The provisions of Sections 12, 13, 14, 15, 16, 17 and 18 of the Declaration apply to the Fourth Supplemental Property. Except as set forth herein, the Declaration is hereby ratified and affirmed.

Declarant has caused this Fourth Supplement to be executed on the date first written above.

Beazer Homes Investments, LLC,
a Delaware limited liability company

By: Beazer Homes Corp., a Tennessee corporation, managing member

By: Ann Parker
Ann Parker,
Cincinnati Division President

STATE OF OHIO)
) SS:
COUNTY OF BUTLER)

BE IT REMEMBERED, that the foregoing instrument was acknowledged before me, a notary public in and for said state, this 15 day of May, 2007 by Ann Parker, Division President of Beazer Homes Corp., a Tennessee corporation, managing member of **BEAZER HOMES INVESTMENTS, LLC**, a Delaware limited liability company, on behalf of the company.

Melissa Atkins
Notary Public

This instrument was prepared by:
Christopher P. Finney, Esq.
FINNEY, STAGNARO,
SABA & KLUSMEIER CO., L.P.A.
2623 Erie Avenue
Cincinnati, Ohio 45208
(513) 533-2700 (phone)
(513) 533-2999 (fax)



MELISSA ATKINS
Notary Public, State of Ohio
My Commission Expires 06-04-11.

TOWNSHIP APPROVAL

The foregoing Fourth Supplement to Master Declaration of Protective Covenants and Restrictions for The Villages of Winding Creek, and each of the Exhibits attached hereto, are approved by the Board of Trustees of Clearcreek Township and embodies the requirements contained in Resolution No. 2733 dated April 15, 2004, Resolution No. 2851 dated February 3, 2005, Resolution No. 2854 dated March 3, 2005 and Resolution No. 2903 dated June 23, 2005 as to each element that should be set forth as a covenant against the subject property.

The approval and signature below has been authorized by Resolution No. 3196 dated FEBRUARY 15, 2007.

Board of Trustees of Clearcreek Township:

By: Ed Wade

Print: Ed Wade

Title: Chairman

STATE OF OHIO)
) SS:
COUNTY OF WARREN)

BE IT REMEMBERED, that the foregoing instrument was acknowledged before me, a notary public in and for said state, this 15th day of February, 2007 by Lovelace, Alexandra of Clearcreek Township, on behalf of the Board of Trustees.

Alexandra Lovelace
Notary Public

This instrument was prepared by:
Christopher P. Finney, Esq.
FINNEY, STAGNARO,
SABA & KLUSMEIER CO., L.P.A.
2623 Erie Avenue
Cincinnati, Ohio 45208
(513) 533-2700 (phone)
(513) 533-2999 (fax)

Exhibit A

Situate in Section 27, Town 3, Range 5 M.R.S., Clearcreek Township, Warren County, Ohio and being **Lots 38 through 64, and Reserve Lots J, K & L** of The Villages of Winding Creek The Legacy at Winding Creek Section One, as recorded in Plat Book 78, Pages 28-29 of the Warren County, Ohio Recorder's office.

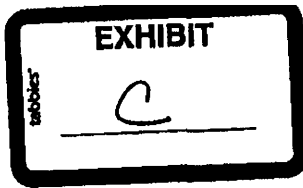
Auditor's Parcel No.:

- 05-27-200-039 (Reserve J)
- 05-27-200-040 (Lot 38)
- 05-27-200-041 (Lot 39)
- 05-27-200-042 (Lot 40)
- 05-27-200-043 (Lot 41)
- 05-27-200-044 (Lot 42)
- 05-27-200-045 (Lot 43)
- 05-27-200-046 (Lot 44)
- 05-27-200-047 (Lot 45)
- 05-27-200-048 (Lot 46)
- 05-27-200-049 (Lot 47)
- 05-27-200-050 (Lot 48)
- 05-27-200-051 (Lot 49)
- 05-27-200-052 (Lot 50)
- 05-27-200-053 (Lot 51)
- 05-27-251-001 (Lot 52)
- 05-27-251-002 (Lot 53)
- 05-27-251-003 (Lot 54)
- 05-27-251-004 (Lot 55)
- 05-27-251-005 (Lot 56)
- 05-27-251-006 (Lot 57)
- 05-27-251-007 (Lot 58)
- 05-27-251-008 (Lot 59)
- 05-27-251-009 (Lot 60)
- 05-27-251-010 (Reserve K)
- 05-27-216-002 (Reserve L)
- 05-27-216-003 (Lot 61)
- 05-27-216-004 (Lot 62)
- 05-27-216-005 (Lot 63)
- 05-27-216-006 (Lot 64)

*all
JWB*

EXHIBIT B

Lot Number	Lot Type	Right to use Master Amenities, Common Areas and Easements	Nominal Values
38-64	"Patio Home" Lot	No	75



**BY-LAWS
AND
REGULATIONS
OF
THE VILLAGES OF WINDING CREEK
LEGACY PROPERTY OWNERS ASSOCIATION**

TABLE OF CONTENTS

<u>ITEM</u>	<u>PAGE NO.</u>
ARTICLE I The Association	1
Section 1.1. Name and Location.	1
ARTICLE II Membership	1
Section 2.1. Member.	1
Section 2.2. Annual Meeting.	1
Section 2.3. Special Meetings.	1
Section 2.4. Notice of Meetings.	1
Section 2.5. Quorum.	2
Section 2.6. Adjourned Meetings.	2
Section 2.7. Proxies.	2
Section 2.8. Voting.	2
Section 2.9. Suspension of Voting Privileges.	2
ARTICLE III Board of Trustees; Selection; Term of Office	2
Section 3.1. Number.	2
Section 3.2. Selection, Term of Office.	3
Section 3.3. Removal.	3
Section 3.4. Compensation.	3
Section 3.5. Action Taken Without a Meeting	3
ARTICLE IV NOMINATION AND ELECTION OF TRUSTEES	3
Section 4.1. Nomination.	3
Section 4.2. Election.	3
Section 4.3. Declarant Appointments.	4
ARTICLE V MEETINGS OF TRUSTEES	4
Section 5.1. Regular Meetings.	4
Section 5.2. Special Meetings.	4
Section 5.3. Quorum.	4
Section 5.4. Telephonic Meetings.	4
ARTICLE VI POWERS AND DUTIES OF THE BOARD OF TRUSTEES	4
Section 6.1. Powers.	4
Section 6.2. Duties.	5
ARTICLE VII OFFICERS AND THEIR DUTIES	6
Section 7.1. Enumeration of Officers.	6
Section 7.2. Election of Officers.	6
Section 7.3. Term.	6
Section 7.4. Special Appointments.	6
Section 7.5. Resignation and Removal.	6
Section 7.6. Vacancies.	6
Section 7.7. Multiple Offices.	6
Section 7.8. Duties.	7
ARTICLE VIII COMMITTEES	7
ARTICLE IX INDEMNIFICATION OF TRUSTEES AND OFFICERS	7

ARTICLE X MISCELLANEOUS.....9
Section 10.1. Books and Records.9
Section 10.2. Fiscal Year.9
Section 10.3. Execution of Association Documents.....9
Section 10.4. Amendments.9

BY-LAWS AND REGULATIONS OF
THE VILLAGES OF WINDING CREEK
LEGACY PROPERTY OWNERS ASSOCIATION

ARTICLE I
THE ASSOCIATION

Section 1.1. Name and Location. The name of the corporation is The Villages of Winding Creek Legacy Property Owners Association ("Association"). The initial principal office of the Association shall be located at the offices of Beazer Homes Investments, LLC, which is the developer of the Subdivision (hereinafter referred to as "Declarant"), whose address is 9961 Cincinnati-Dayton Road, West Chester, Ohio 45069. However, such principal office of the Association may be changed by the Board of Trustees, and meetings of Members (hereinafter defined) and Trustees (hereinafter defined) may be held at such places as may be designated by the Board of Trustees as well.

ARTICLE II
MEMBERSHIP

Section 2.1. Member. "Member" shall mean any person or entity who is a record owner of any residential building lot ("Lot") which is subject to the Fourth Supplement to Declaration (hereafter defined) (the "Property"). If Declarant develops or purchases additional real estate which it wishes to add to the Property, it may, if it so chooses, make the owners of such additional property Members of the Association. As Members, such owners of the lots in additional sections of the Subdivision will have the same rights and responsibilities as the owners in this instant phase have.

Section 2.2. Annual Meeting. The first annual meeting of the Members of the Association shall be held at such time as determined by Declarant but not later than within sixty (60) days after the date that the Declarant assigns its rights and interests in the Subdivision to the Association pursuant to the terms and conditions set forth in the Fourth Supplement To Declaration Of Protective Covenants and Restrictions For the Villages Of Winding Creek and any amendments thereto in relation to the Association (the "Fourth Supplement to Declaration"), which is recorded in the official records of Warren County, Ohio. Each additional annual meeting of the Members shall be held in the same month of subsequent years, on a date and time fixed by the Board of Trustees at such other time and date as may be determined by the Board of Trustees.

Section 2.3. Special Meetings. Special meetings of the Members may be called at any time by the President, by a majority vote of the Board of Trustees, or upon written request of the Members who are entitled to vote one-third (1/3) of all the votes of the Fourth Supplement to Declaration.

Section 2.4. Notice of Meetings. Except as otherwise provided in the Fourth Supplement to Declaration, written notice of each meeting of the Members shall be given by, or at the direction of the Secretary or person authorized to call the meeting, by mailing or delivering a copy of such notice, at least fifteen (15) days before such meeting, to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied in writing by each

Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in case of a special meeting, the purpose of the meeting.

Section 2.5. Quorum. The presence at the meeting of Members entitled to cast, and of proxies entitled to cast, fifty percent (50%) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in these By-Laws and Regulations. If however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 2.6. Adjourned Meetings. If, at any regular or special meeting of the Members of the Association, there shall be less than a quorum present, a majority of those Members present and entitled to vote may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called, at which time the quorum requirement shall be one-third (1/3) of the votes of the membership of the Association, and any business which might lawfully have been transacted at the meeting as originally called may be transacted without further notice.

Section 2.7. Proxies. At all meetings of the Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable upon providing written notice to the Secretary of such revocation and shall automatically cease upon conveyance by the Member of his Lot.

Section 2.8. Voting. Subject to Declarant's Class B Membership voting rights as set forth in the Fourth Supplement to Declaration, the owner of each Lot will have one (1) vote as a Member of the Association. To the extent that the ownership rights in a Lot are divided, each owner will hold the same percentage of right to cast one (1) vote as it has a percentage interest in a Lot. If an owner owns more than one (1) Lot, it will have as many votes as it has Lots. A majority of the voting rights of those present, either in person or by proxy, shall decide any questions brought before the meeting, unless the question is one upon which a different vote is required by provision of the laws of Ohio or these By-Laws and Regulations.

Section 2.9. Suspension of Voting Privileges. No Member shall be eligible to vote or to be elected to the Board of Trustees if any assessment owed by said Member to the Association remains outstanding thirty (30) days after the billing date for such assessment on the books of the Association.

ARTICLE III BOARD OF TRUSTEES; SELECTION; TERM OF OFFICE

Section 3.1. Number. The affairs of this Association shall be managed by a Board of Trustees, who need not be Members of the Association. The original number of Trustees shall be three (3). Thereafter, the number of Trustees shall be not fewer than three (3) nor more than seven (7), as may be determined from time to time by the Association.

Section 3.2. Selection, Term of Office. Declarant shall appoint the initial members of the Board of Trustees. The Declarant reserves the right to control and direct the Board of Trustees (including the making of all appointments thereto and removing any member thereof) until such time as fifty percent (50%) of the Lots contain fully constructed houses and are sold to homebuyers. At such time as fifty percent (50%) of such Lots are sold to homebuyers, those homebuyer/Members shall then have the right to appoint two (2) of five (5) members of the Board of Trustees. At that time, Declarant shall retain the right to control three (3) members of the Board of Trustees until it no longer owns any portion of the Property. Should the Declarant decide to relinquish control of the Board of Trustees prior to the expiration of the control period stated above, it may do so by causing all its members to resign by providing written notice to the Association.

Section 3.3. Removal. Any Trustee may be removed from the Board of Trustees, with or without cause, by a vote of two-thirds (2/3) of the Members of the Association. In the event of death, resignation or removal of a Trustee, his successor shall be selected by the remaining members of the Board of Trustees and shall serve for the unexpired term of his predecessor. The provisions of this Section 3.3 shall not apply to members of the Board of Trustees appointed by the Declarant.

Section 3.4. Compensation. Members of the Board of Trustees shall serve without compensation. However, any Trustee may be reimbursed for his reasonable expenses incurred in the performance of his duties.

Section 3.5. Action Taken Without a Meeting. The Trustees shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written approval of all the Trustees. Any action so approved shall have the same effect as though taken at a meeting of the Trustees.

ARTICLE IV NOMINATION AND ELECTION OF TRUSTEES

Section 4.1. Nomination. Nomination for election of any members of the Board of Trustees to be appointed by the Members shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Trustees, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Trustees at least sixty (60) days prior to each annual meeting of the Members, to serve from the time of appointment until the close of the next annual meeting, and such appointment shall be announced at the next regular Board meeting. The Nominating Committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 4.2. Election. Election to the Board of Trustees shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under these By-Laws and Regulations. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 4.3. Declarant Appointments. The provisions of this Article IV shall not apply to members of the Board of Trustees appointed by the Declarant.

ARTICLE V
MEETINGS OF TRUSTEES

Section 5.1. Regular Meetings. The Board of Trustees shall meet annually within ten (10) days after the annual meeting of Members and, in addition to the annual meeting, shall meet at regular meetings established as to time and place by resolution of the Board of Trustees. Should any regular meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day that is not a legal holiday.

Section 5.2. Special Meetings. Special meetings of the Board of Trustees shall be held when called by the President of the Association or by a majority vote of the Board of Trustees, after not less than three (3) days notice to each Trustee. Members of the Association shall not be entitled to attend such special meetings.

Section 5.3. Quorum. A majority of the number of Trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Trustees present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Trustees.

Section 5.4. Telephonic Meetings. The Trustees may participate in and act at any meeting of the Board of Trustees through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the person or persons so participating.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD OF TRUSTEES

Section 6.1. Powers. The Board of Trustees shall have power to:

(a) adopt and publish rules and regulations governing the use of the Legacy Amenities, Common Areas and Easements, the personal conduct of the Members and their guests thereon, enforcement of the protective covenants and restrictions contained in the Fourth Supplement to Declaration and to establish and levy penalties and fees for the infraction thereof;

(b) suspend the voting rights and right to use of the Legacy Amenities, Common Areas and Easements (except the right to ingress and egress to a Lot) by a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days, for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association by the Fourth Supplement to Declaration, these By-laws and

Regulations and/or the laws of the State of Ohio which are not reserved to the membership by other provisions of these By-Laws and Regulations or the Articles of Incorporation;

(d) declare the office of a member of the Board of Trustees to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Trustees; and

(e) employ such independent contractors, and other employees as the Board of Trustees deems appropriate, and to prescribe their duties.

Section 6.2. Duties. It shall be the duty of the Board of Trustees to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by two-thirds (2/3) of Members who are entitled to vote;

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

(c) as more fully provided hereafter, to:

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

(2) send written notice of each assessment to every owner subject thereto at least fifteen (15) days in advance of each annual assessment period; and

(3) foreclose a lien against any Lot for which assessments are not paid within sixty (60) days after the due date or bring an action at law against the owner personally obligated to pay the same, if the Board of Trustees deems foreclosure or other action necessary.

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

(e) enforce the protective covenants and restrictions contained in the Fourth Supplement to Declaration on behalf of the Association and to establish and levy such fees and penalties against any Member for non-payment of assessments, delinquent assessments or breach of such covenants and restrictions contained in the Fourth Supplement to Declaration;

(f) procure and maintain adequate insurance for the Association as set forth in the Fourth Supplement to Declaration;

(g) cause all officers having fiscal responsibilities to be bonded; and

(h) cause all the Legacy Amenities, Common Areas and Easements, landscape easements, drainage easements, and utility easements shown on the Plats, the entrance monumentation and landscaped area surrounding the same, and all traffic signs on the Property (including, without limitation, all street signs, stop signs, parking signs, speed limit signs, and directional signs) to be maintained.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 7.1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Trustees, a Secretary, and a Treasurer, and such other officers as the Board of Trustees may from time to time by resolution create.

Section 7.2. Election of Officers. While the Declarant retains any Class B Membership voting rights, the Declarant shall appoint the officers of the Association. After such time, the election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the Members.

Section 7.3. Term. The officers of this Association shall be elected annually by the Board of Trustees and each shall hold office for one (1) year and until his or her successor is elected and qualified, unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 7.4. Special Appointments. The Board of Trustees may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board of Trustees may, from time to time, determine.

Section 7.5. Resignation and Removal. Any officer may be removed from office with or without cause by a majority vote of the Board of Trustees. Any officer may resign at any time by giving written notice to the Board of Trustees, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Trustees. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7.7. Multiple Offices. The same person may hold the office of Secretary and Treasurer. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 7.4 of this Article.

Section 7.8. Duties. The duties of the officers are as follows:

(a) President - The President shall preside at all meetings of the Board of Trustees; shall see that orders and resolutions of the Board of Trustees are carried out; and shall act as chief executive officer.

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

(c) Secretary - The Secretary shall cause the record the votes and keep the minutes of all meetings and proceedings of the Board of Trustees and of the Members; serve notice of meetings of the Board of Trustees and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board of Trustees. In addition, it shall be the duty of the Secretary to see that the Notice of Continued Existence for the Association is regularly filed with the Secretary of the State of Ohio, to guarantee that the corporate charter shall remain in good standing.

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

ARTICLE VIII
COMMITTEES

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

ARTICLE IX
INDEMNIFICATION OF TRUSTEES AND OFFICERS

The Association shall indemnify each person, and the heirs, legal representatives, executors, and administrators of such person, who is or was a Trustee or officer of this Association, or of any other corporation if serving as such at the request of this Association, against all costs and expenses reasonably incurred by him or her or imposed upon him or her in connection with or arising out of any claim, action, suit, proceeding, or investigation, civil, criminal, or administrative, of whatever nature, to which he or she is made or threatened to be made a party or in which he or she is necessarily involved, by reason of his being or having been a Trustee or officer of this Association or such other corporation (whether or not he continues to be a Trustee or officer at the time of incurring such expenses), or in connection with any negotiation or settlement thereof or appeal therein, except in relation to matters as to which he or she shall be finally adjudged liable for negligence or guilty of

misconduct in the performance of his duties as such Trustee or officer, and provided that indemnification shall be made only if such Trustee or officer is determined in the manner hereinafter provided to have been acting in good faith in which he reasonably believed to be the best interests of the Association and, in any matter the subject of a criminal action, suit, or proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

There shall be included in such indemnification, together with all other costs and expenses, attorneys' fees and disbursements, judgments (other than amounts paid or required to be paid to the Association itself), fines, and penalties and amounts paid in settlement (other than amounts paid or agreed to be paid to the Association itself), provided that, in the case of amounts paid in settlement, the amount thereof shall have been approved by a judicial or administrative adjudication or by the disinterested Trustees or independent counsel, as hereinafter provided.

Entry of a judgment by consent as part of a settlement or, in the case of a criminal action, suit, or proceeding, the entering of a plea of nolo contendere, or its equivalent, shall not of itself be deemed an adjudication or determination that the person consenting to such judgment or entering such plea has been negligent or guilty of misconduct in the performance of his duties as such Trustee or officer, or that the action complained of was not taken in good faith in the reasonable belief that it was in the best interests of this Association, or that such person had reasonable cause to believe that his conduct was unlawful.

In the case of an adjudication in which the Trustee or officer involved is successful, he or she shall be entitled to indemnification as of right. In all other cases in which the Trustee or officer involved may be entitled to indemnification by reason of the provisions of this Article IX, indemnification shall be made only upon either (a) the determination in writing of a majority of the disinterested Trustees of the Association, where all of the disinterested Trustees constitute a majority of the whole Board of Trustees, that the Trustee or officer in question was not negligent or guilty of misconduct in the performance of his or her duties and that he or she was acting in good faith in what he or she reasonably believed to be the best interests of the Association and, in any matter the subject of a criminal action, suit, or proceeding, had no reasonable cause to believe that his or her conduct was unlawful, or (b) if one-half or more of the members of the Board of Trustees of the Association are parties to the claim, action, suit, proceeding, or investigation in question or for any other reason are not disinterested, a determination to the same effect as that set forth in the foregoing clause made by and set forth in a written advice of independent counsel, who may be the regular counsel of the Association, concurred in writing by a majority of the disinterested Trustees of the Association if there shall be any such. In making the foregoing determination, a disinterested Trustee shall be entitled to place conclusive reliance upon the written advice of such counsel. For purposes of this Article, a Trustee shall be considered disinterested unless he or she has, or at any time has had, an interest adverse to the Association in the claim, action, suit, proceeding, or investigation, or the subject matter or outcome thereof, in which event he or she shall not be considered disinterested. Anything in this Article to the contrary notwithstanding, if a judicial or administrative body determines as a part of the settlement of any claim, action, suit, proceeding, or investigation that the Association should indemnify a Trustee or officer for the amount of the settlement, the Association

shall indemnify the Trustee or officer for the amount of the settlement in accordance with such determination.

Expenses incurred with respect to any claim, action, suit, proceeding, or investigation of the character described in this Article may be advanced by the Association prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the Trustee or officer to repay such amount if it is ultimately determined, under the procedure set forth in this Article, that he or she is not entitled to indemnification or, where indemnification is granted, to the extent the expenses so advanced exceed the indemnification to which he or she is entitled.

The foregoing right of indemnification shall not be exclusive of any other rights which any Trustee or officer may be or become entitled to by law or be lawfully granted by contract with the Association, by vote of the Members or otherwise.

In the discretion of the Board of Trustees, any other employee of the Association who is not a Trustee or officer thereof may be indemnified by the Association under the circumstances and to the extent that such indemnification of a Trustee or officer would be required or authorized under this Article.

ARTICLE X
MISCELLANEOUS

Section 10.1. Books and Records. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member, and any holder, insurer or guarantor of a first mortgage on a Lot. The Articles of Incorporation and the By-Laws and Regulations of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 10.2. Fiscal Year. The fiscal year shall be the calendar year, except that the first fiscal year of the Association shall begin on the date of incorporation. The commencement date of the fiscal year herein established may be changed by the Board of Trustees should corporate practice subsequently dictate.

Section 10.3. Execution of Association Documents. All notes, contracts, other documents, checks, and other drafts shall be executed on behalf of the Association by such officers, agents or other persons as are from time to time designated by the Board of Trustees.

Section 10.4. Amendments. These By-Laws and Regulations and/or the Articles of Incorporation for the Association may be amended by a vote of at least three-fourths (3/4) of the voting rights of the Members entitled to vote at a regular or special meeting of the Members.

TRANSFER NOT NECESSARY
NICK NELSON, AUDITOR
WARREN COUNTY, OHIO

MAY 29 2007

NICK NELSON
AUDITOR, WARREN CO. OHIO

-9-

BETH DECKARD - WARREN COUNTY RECORDER
Doc #: 649887 Type: SUPPLM DECLR
Filed: 5/29/2007 15:48:14 \$ 204.00
OR Volume: 4465 Page: 626 Return: M
Rec#: 9808 Pages: 24
JESSICA F DRESSMAN

BOOK 4465 PAGE 649

4/60

**FIFTH SUPPLEMENT TO
MASTER DECLARATION OF PROTECTIVE COVENANTS AND
RESTRICTIONS FOR THE VILLAGES OF WINDING CREEK**
(The Meadows at Winding Creek, Section One, Warren County, Ohio)

THIS FIFTH SUPPLEMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE VILLAGES OF WINDING CREEK ("Fifth Supplement") is made this 16th day of July, 2007 by **BEAZER HOMES INVESTMENTS, LLC**, a Delaware limited liability company. The term "Declarant" as used herein refers to Beazer Homes Investments, LLC, or any successor or assigns to its rights hereunder as referenced in Article 13 of the Declaration (hereinafter defined).

RECITALS

- A. Declarant is the owner of certain property in both Montgomery County, Ohio by deed recorded on August 26, 2005 at Deed Microfiche #05-086099 and Warren County, Ohio by deed recorded on August 26, 2005 in Official Record Volume 3967, Page 295 totaling 609.8493 acres of real estate (the "Real Estate").
- B. Declarant has previously subjected certain portions of the Real Estate (the "Property") to that certain Master Declaration of Protective Covenants and Restrictions for the Villages Of Winding Creek ("Declaration") by instrument recorded August 29, 2006 in Official Record Volume 4277, Page 476 of the Warren County, Ohio Records and recorded September 26, 2006 in Microfiche # SP-I-06-089623 0057 of the Montgomery County, Ohio Records. Declarant intends that such Declaration, or designated provision thereof, will both burden and benefit certain property located in Warren County, Ohio and Montgomery County, Ohio.
- C. Declarant has reserved unto itself in Article 2 of the Declaration the right to subject additional portions of the Real Estate to the Declaration and to define which of the easements, covenants, conditions, assessments and provisions of the Declaration will apply to such newly added property.
- D. Declarant previously subjected the following portions of the Real Estate to the Declaration: (i) Creekside, Section 1, in the first supplement to the Declaration by Instrument Number SP-I-07-015424 of the Montgomery County, Ohio Records (the "First Supplement"); (ii) The Springs, Phase I, in the second supplement to the Declaration by Instrument Number SP-I-07-015425 of the Montgomery County, Ohio Records (the "Second Supplement"); (iii) the portion of the Real Estate commonly known as the Commercial Property to the Declaration in the third supplement to the Declaration by Instrument Number SP-I-07-032257 of the Montgomery County, Ohio Records (the "Third Supplement"); and (iv) Legacy, Phase

BOOK 4544 PAGE 560

I, in the fourth supplement to the Declaration by instrument recorded at O.R. Book 4465, Page 626 of the Warren County, Ohio Records (the "Fourth Supplement").

- E. Declarant desires to subject the property located in Warren County, Ohio attached hereto as **Exhibit A** ("Fifth Supplemental Property") to all of the easements, covenants, conditions, assessments and provisions of the Declaration.

NOW, THEREFORE, Declarant hereby declares, reserves and imposes upon the Fifth Supplemental Property, and makes the same subject to, the following covenants, conditions, restrictions, and easements:

1. **Incorporation of Recitals.** The recitations and defined terms set forth at the beginning of this Fifth Supplement are made a part hereof as though fully re-written herein.
2. **Fifth Supplemental Property is Subject to Declaration.** Pursuant to the rights of Declarant reserved in **Article 2** of the Declaration, the Fifth Supplemental Property is made a part of the Property (as defined in the Declaration) and is burdened by and benefited by all provisions of the Declaration. All capitalized terms used herein, that are not otherwise defined herein, will have the meanings ascribed to them in the Declaration. The term "Lot" as used in the Declaration includes, without limitation, each Lot of the Fifth Supplemental Property. The Lot Type (as defined in **Recital F** of the Master Declaration), right and privilege of use of the Master Amenities, Common Areas and Easements (as referenced in **Section 9.1.2** of the Master Declaration), and nominal values (as referenced in **Recital F** of the Master Declaration) of the Fifth Supplemental Property as they apply to the Fifth Supplemental Property are shown on **Exhibit B** to this Fifth Supplement.
3. **Rights of Declarant Reserved.** Notwithstanding any provision of this Fifth Supplement, all of the rights of Declarant under the Declaration remain reserved in Declarant.
4. **Restrictions on Use, Design and Construction.** Without limiting the generality of **Article 2** of this Fifth Supplement, the Fifth Supplemental Property is subject to the provisions of **Article 4** of the Declaration and the owners of Lots therein must comply with all of the requirements thereof. This restriction includes, without limitation, the requirement that the Fifth Supplemental Property may be used only for one single-family residence per Lot.
5. **Common Areas and Easements.** Each Lot in the Fifth Supplemental Property, and each owner thereof, is benefited by and subject to both the Basic Common Amenities, Common Areas and Easements and the Master Common Amenities, Common Areas and Common Easements, as set forth in **Article 9** of the Declaration, and all of the assessments as set forth in **Article 11** of the Declaration.

(Signature Page to follow)

BOOK 4544 PAGE 561

Effective as of the date first written above.

Beazer Homes Investments, LLC,
a Delaware limited liability company

By: Beazer Homes Corp., a Tennessee
corporation, managing member

By: *Ann Parker*
Ann Parker,
Cincinnati Division President

STATE OF OHIO)
) SS:
COUNTY OF BUTLER)

BE IT REMEMBERED, that the foregoing instrument was acknowledged before me, a notary public in and for said state, this 16 day of July, 2007 by Ann Parker, Division President of Beazer Homes Corp., a Tennessee corporation, managing member of **BEAZER HOMES INVESTMENTS, LLC**, a Delaware limited liability company, on behalf of the company.



MELISSA ATKINS
Notary Public, State of Ohio
My Commission Expires 06-04-10

Melissa Atkins
Notary Public

This instrument was prepared by:
Jessica F. Dressman, Esq.
FINNEY, STAGNARO,
SABA & PATTERSON CO., L.P.A.
2623 Erie Avenue
Cincinnati, Ohio 45208
(513) 533-2700 (phone)
(513) 533-2999 (fax)

BOOK 4544 PAGE 562

TOWNSHIP APPROVAL

The foregoing Fifth Supplement to Master Declaration of Protective Covenants and Restrictions for The Villages of Winding Creek, and each of the Exhibits attached hereto, are approved by the Board of Trustees of Clearcreek Township and embodies the requirements contained in Resolution No. 2733 dated April 15, 2004, Resolution No. 2851 dated February 3, 2005, Resolution No. 2854 dated March 3, 2005 and Resolution No. 2903 dated June 23, 2005 as to each element that should be set forth as a covenant against the subject property.

The approval and signature below has been authorized by Resolution No. 327 dated AUGUST 2, 2007.

Board of Trustees of Clearcreek Township:

By: Ed Wade

Print: Ed Wade

Title: Trustee

STATE OF OHIO)
) SS:
COUNTY OF WARREN)

BE IT REMEMBERED, that the foregoing instrument was acknowledged before me, a notary public in and for said state, this 2nd day of August, 2007, by Ed Wade, Trustee of Clearcreek Township, on behalf of the Board of Trustees.

Debra M Harris
Notary Public

This instrument was prepared by:
Jessica F. Dressman, Esq.
FINNEY, STAGNARO,
SABA & PATTERSON CO., L.P.A.
2623 Erie Avenue
Cincinnati, Ohio 45208
(513) 533-2700 (phone)
(513) 533-2999 (fax)

BOOK 4544 PAGE 563

EXHIBIT A

Situate in Section 27, Range 5, Town 3 M.R.S., Clearcreek Township, Warren County, Ohio:
Being Lot Numbers 65-86 of The Villages of Winding Creek, The Meadows at Winding Creek,
Section One as the same is numbered, designated and known on the record plat for Section One
of The Meadows at Winding Creek, which is recorded at Plat Book 79, Page 86 of the
Records of Warren County, Ohio.

05-27-401 -007 lot 65
-008 lot 66
-009 lot 67
-010 lot 68
-011 lot 69
-012 lot 70
-013 lot 71
-014 lot 72
-015 lot 73
-016 lot 74
-017 lot 75
05-27-401 - 018 lot 76
05-27-405-001 lot 77
405-002 lot 78
405-003 lot 79
405-004 lot 80
05-27-405-005 lot 81
05-27-401-019 lot 82
05-27-401-020 lot 83
05-27-401-021 lot 84
05-27-401-022 lot 85
05-27-401-023 lot 86

A4
DET

BOOK 4544 PAGE 564

EXHIBIT B

Lot Number	Lot Type	Right to use Master Amenities, Common Areas and Easements	Nominal Values
Warren County, Section 1 Lots 65-86	Eighty (80') Feet Wide Lots	Yes	105

BOOK 4544 PAGE 565

TRANSFER NOT NECESSARY
NICK NELSON, AUDITOR
WARREN COUNTY, OHIO

SEP 21 2007

N
NICK NELSON
AUDITOR, WARREN CO. OHIO

BETH DECKARD - WARREN COUNTY RECORDER
Doc #: 655923 Type: SUPERM DECLR
Filed: 9/21/2007 15:13:52 \$ 60.00
OR Volume: 4544 Page: 560 Return: N
Rec#: 17667 Pages: 6
FINNEY STRIMHARD SARA & PATTERSON

6/60

**SIXTH SUPPLEMENT TO
MASTER DECLARATION OF PROTECTIVE COVENANTS AND
RESTRICTIONS FOR THE VILLAGES OF WINDING CREEK**
(Turning Leaf at Winding Creek, Section One, Warren County, Ohio)

THIS SIXTH SUPPLEMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE VILLAGES OF WINDING CREEK ("Sixth Supplement") is made this 10th day of July, 2007 by **BEAZER HOMES INVESTMENTS, LLC**, a Delaware limited liability company. The term "Declarant" as used herein refers to Beazer Homes Investments, LLC, or any successor or assigns to its rights hereunder as referenced in Article 13 of the Declaration (hereinafter defined).

RECITALS

- A. Declarant is the owner of certain property in both Montgomery County, Ohio by deed recorded on August 26, 2005 at Deed Microfiche #05-086099 and Warren County, Ohio by deed recorded on August 26, 2005 in Official Record Volume 3967, Page 295 totaling 609.8493 acres of real estate (the "Real Estate").
- B. Declarant has previously subjected certain portions of the Real Estate (the "Property") to that certain Master Declaration of Protective Covenants and Restrictions for the Villages Of Winding Creek ("Declaration") by instrument recorded August 29, 2006 in Official Record Volume 4277, Page 476 of the Warren County, Ohio Records and recorded September 26, 2006 in Microfiche # SP-I-06-089623 0057 of the Montgomery County, Ohio Records. Declarant intends that such Declaration, or designated provision thereof, will both burden and benefit certain property located in Warren County, Ohio and Montgomery County, Ohio.
- C. Declarant has reserved unto itself in Article 2 of the Declaration the right to subject additional portions of the Real Estate to the Declaration and to define which of the easements, covenants, conditions, assessments and provisions of the Declaration will apply to such newly added property.
- D. Declarant previously subjected the following portions of the Real Estate to the Declaration: (i) Creekside, Section 1, in the first supplement to the Declaration by Instrument Number SP-I-07-015424 of the Montgomery County, Ohio Records (the "First Supplement"); (ii) The Springs, Phase I, in the second supplement to the Declaration by Instrument Number SP-I-07-015425 of the Montgomery County, Ohio Records (the "Second Supplement"); (iii) the portion of the Real Estate commonly known as the Commercial Property to the Declaration in the third supplement to the Declaration by Instrument Number SP-I-07-032257 of the Montgomery County, Ohio Records (the "Third Supplement"); (iv) Legacy, Phase I, in

the fourth supplement to the Declaration by instrument recorded at O.R. Book 4465, Page 626 of the Warren County, Ohio Records (the "Fourth Supplement"); and (v) The Meadows at Winding Creek, Section One, to the Declaration in the fifth supplement to the Declaration by instrument recorded at O.R. Book ~~4544~~ Page ~~560~~ of the Warren County, Ohio Records.

- E. Declarant desires to subject the property located in Warren County, Ohio attached hereto as **Exhibit A** ("Sixth Supplemental Property") to all of the easements, covenants, conditions, assessments and provisions of the Declaration.

NOW, THEREFORE, Declarant hereby declares, reserves and imposes upon the Sixth Supplemental Property, and makes the same subject to, the following covenants, conditions, restrictions, and easements:

1. **Incorporation of Recitals.** The recitations and defined terms set forth at the beginning of this Sixth Supplement are made a part hereof as though fully re-written herein.
2. **Sixth Supplemental Property is Subject to Declaration.** Pursuant to the rights of Declarant reserved in **Article 2** of the Declaration, the Sixth Supplemental Property is made a part of the Property (as defined in the Declaration) and is burdened by and benefited by all provisions of the Declaration. All capitalized terms used herein, that are not otherwise defined herein, will have the meanings ascribed to them in the Declaration. The term "Lot" as used in the Declaration includes, without limitation, each Lot of the Sixth Supplemental Property. The Lot Type (as defined in **Recital F** of the Master Declaration), right and privilege of use of the Master Amenities, Common Areas and Easements (as referenced in **Section 9.1.2** of the Master Declaration), and nominal values (as referenced in **Recital F** of the Master Declaration) of the Sixth Supplemental Property as they apply to the Sixth Supplemental Property are shown on **Exhibit B** to this Sixth Supplement.
3. **Rights of Declarant Reserved.** Notwithstanding any provision of this Sixth Supplement, all of the rights of Declarant under the Declaration remain reserved in Declarant.
4. **Restrictions on Use, Design and Construction.** Without limiting the generality of **Article 2** of this Sixth Supplement, the Sixth Supplemental Property is subject to the provisions of **Article 4** of the Declaration and the owners of Lots therein must comply with all of the requirements thereof. This restriction includes, without limitation, the requirement that the Sixth Supplemental Property may be used only for one single-family residence per Lot.
5. **Common Areas and Easements.** Each Lot in the Sixth Supplemental Property, and each owner thereof, is benefited by and subject to both the Basic Common Amenities, Common Areas and Easements and the Master Common Amenities, Common Areas and Common Easements, as set forth in **Article 9** of the Declaration, and all of the assessments as set forth in **Article 11** of the Declaration.

Effective as of the date first written above.

Beazer Homes Investments, LLC,
a Delaware limited liability company

By: Beazer Homes Corp., a Tennessee corporation, managing member

By: *Ann Parker*
Ann Parker,
Cincinnati Division President

STATE OF OHIO)
) SS:
COUNTY OF BUTLER)

BE IT REMEMBERED, that the foregoing instrument was acknowledged before me, a notary public in and for said state, this 16 day of July, 2007 by Ann Parker, Division President of Beazer Homes Corp., a Tennessee corporation, managing member of **BEAZER HOMES INVESTMENTS, LLC**, a Delaware limited liability company, on behalf of the company.



MELISSA ATKINS
Notary Public, State of Ohio
My Commission Expires 06-04-10

Melissa Atkins
Notary Public

This instrument was prepared by:
Jessica F. Dressman, Esq.
FINNEY, STAGNARO,
SABA & PATTERSON CO., L.P.A.
2623 Erie Avenue
Cincinnati, Ohio 45208
(513) 533-2700 (phone)
(513) 533-2999 (fax)

BOOK 4544 PAGE 568

TOWNSHIP APPROVAL

The foregoing Sixth Supplement to Master Declaration of Protective Covenants and Restrictions for The Villages of Winding Creek, and each of the Exhibits attached hereto, are approved by the Board of Trustees of Clearcreek Township and embodies the requirements contained in Resolution No. 2733 dated April 15, 2004, Resolution No. 2851 dated February 3, 2005, Resolution No. 2854 dated March 3, 2005 and Resolution No. 2903 dated June 23, 2005 as to each element that should be set forth as a covenant against the subject property.

The approval and signature below has been authorized by Resolution No. 3272 dated AUGUST 2, 2007.

Board of Trustees of Clearcreek Township:

By: _____

Ed Wade

Print: _____

Ed Wade

Title: _____

Trustee

STATE OF OHIO)
) SS:
COUNTY OF WARREN)

BE IT REMEMBERED, that the foregoing instrument was acknowledged before me, a notary public in and for said state, this 2nd day of August, 2007 by Ed Wade, Trustee of Clearcreek Township, on behalf of the Board of Trustees.

Debra M Harris
Notary Public

This instrument was prepared by:
Jessica F. Dressman, Esq.
FINNEY, STAGNARO,
SABA & PATTERSON CO., L.P.A.
2623 Erie Avenue
Cincinnati, Ohio 45208
(513) 533-2700 (phone)
(513) 533-2999 (fax)

BOOK 4544 PAGE 569

EXHIBIT A

Situate in Section 27, Range 5, Town 3 M.R.S., Clearcreek Township, Warren County, Ohio:
Being Lot Numbers **87-110** of The Villages of Winding Creek, Turning Leaf at Winding Creek,
Section One as the same is numbered, designated and known on the record plat for Section One
of Turning Leaf at Winding Creek, which is recorded at Plat Book 79, Page 88 of the
Records of Warren County, Ohio.

05-27-408-001	lot 87
05-27-408-002	lot 88
-003	lot 89
-004	lot 90
-005	lot 91
-006	lot 92
-007	lot 93
-008	lot 94
-009	lot 95
-010	lot 96
-011	lot 97
-012	lot 98
-013	lot 99
05-27-408-014	lot 100
05-27-420-001	lot 101
06-27-410-001	lot 102
-002	lot 103
-003	lot 104
-004	lot 105
-005	lot 106
-006	lot 107
-007	lot 108
-008	lot 109
05-27-410-009	lot 110

(HCA) for all

BOOK 4544 PAGE 570

EXHIBIT B

Lot Number	Lot Type	Right to use Master Amenities, Common Areas and Easements	Nominal Values
Warren County, Section 1 Lots 110-133	Eighty (80') Feet Wide Lots	Yes	105

TRANSFER NOT NECESSARY
NICK NELSON, AUDITOR
WARREN COUNTY, OHIO

SEP 21 2007

mw

NICK NELSON
AUDITOR, WARREN CO. OHIO

BOOK 4544 PAGE 571

BETH DECKARD - WARREN COUNTY RECORDER
Doc #: 665924 Type: SUPPLM DECLR
Filed: 9/21/2007 15:13:53 \$ 60.00
OR Volume: 4544 Page: 566 Return: M
Recd #: 17657 Pages: 6
FINLEY STRONGARD SARR & PATTERSON

5/08

AMENDMENT TO THE
FOURTH SUPPLEMENT TO MASTER DECLARATION
OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR
THE VILLAGES OF WINDING CREEK
(LEGACY, PHASE I, WARREN COUNTY, OHIO)

WHEREAS, VWC HOLDINGS, LTD, an Ohio limited liability company, is the successor Declarant to BEAZER HOMES INVESTMENTS, LLC, a Delaware limited liability company (“Declarant”), under the Declaration of Protective Covenants and Restrictions for The Villages of Winding Creek (the “Declaration”), dated July 10, 2006, recorded at Instrument No. 612750, OR Volume 4277, Page 476 *et seq.* of the Warren County records; and

WHEREAS, Declarant recorded a Fourth Supplement to Master Declaration of Protective Covenants and Restrictions for the Villages of Winding Creek (Legacy, Phase I, Warren County, Ohio) (the “Fourth Supplemental Declaration”), dated May 15, 2007, recorded at Instrument No. 649887, OR Volume 4465, Page 626, *et seq.* of the Warren County records; and

See Exhibit "A"

WHEREAS, the Fourth Supplemental Declaration subjected to the Declaration additional real property legally described on Exhibit A to the Fourth Supplemental Declaration (the “Fourth Supplemental Property”) and created and established a Sub-Association consisting of the owners of Lots in the Fourth Supplemental Property (the “Legacy Association”) to regulate, improve, control and maintain the Legacy Amenities, Common Areas and Easements, to provide certain lawn and landscaping maintenance service and snow and ice removal services to individual Legacy Lots, and to charge and collect assessments to pay the costs thereof; and

WHEREAS, Article 14 of the Declaration and Article 11 of the Fourth Supplemental Declaration permit the Declaration and the Fourth Supplemental Declaration to be amended upon the execution and recording of a written instrument signed by 75% of the Lots in the Property; and

WHEREAS, Article 10.3.2 of the Declaration and Article 10.1.3 of the Fourth Supplemental Declaration entitle Declarant to exercise the number of votes as will constitute 75% of the voting power of the Master Association and Legacy Association; and

WHEREAS, Declarant desires to amend the Fourth Supplemental Declaration to (1) dissolve the Legacy Association and eliminate the Legacy Assessment; (2) transfer responsibility for the maintenance of all areas previously designated as Legacy Amenities, Common Areas and Easements to the Master Association; and (3) make each owner of a Legacy Lot responsible for the maintenance of such owner's Lot, including but not limited to lawn and landscaping maintenance and snow and ice removal.

NOW THEREFORE, Declarant hereby amends the Fourth Supplemental Declaration as follows:

1. Incorporation of Recitals. The above recitals are incorporated by this reference.
2. Definitions. All terms used herein shall have the same meanings as those terms have as used and defined in the Declaration and Fourth Supplemental Declaration.
3. Legacy Association and Assessments. Article 10 of the Fourth Supplemental Declaration, entitled "*Legacy Association and Assessments*," is hereby deleted. The intent and effect of this Amendment is that the Legacy Association and Legacy Assessments are terminated, and that the Master Association shall, from the date of this Amendment forward, be responsible for maintaining and insuring all areas previously designated as Legacy Amenities, Common Areas and Easements. Additionally, each individual Legacy Lot owner shall hereafter be responsible for the maintenance of the owner's Legacy Lot, including but not limited to all lawn and landscaping maintenance and snow and ice removal.
4. Other Provisions Not Affected. Except as set forth above, all other terms of the Fourth Supplemental Declaration remain in force and unamended. In the event of a conflict between the terms of the Fourth Supplemental Declaration and the terms of this Amendment, the terms of this Amendment shall control. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the Amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of this Amendment or be waived.

BOOK 4754 PAGE 338

IN WITNESS WHEREOF, the undersigned, being Declarant named herein, has executed this instrument this 22nd day of September, 2008

DECLARANT:

VWC HOLDINGS, LTD,
an Ohio limited liability company, as successor
Declarant to Beazer Homes Investments, LLC

By: OBERER VWC LTD.
An Ohio limited liability company

By: *George R. Oberer, Jr.*
Printed Name: GEORGE R. OBERER, JR
Title: MANAGER

By: WINDING CREEK PROPERTIES II, LLC.
An Ohio limited liability company

By: *David C. Oakes*
Printed Name: David C. Oakes
Title: Manager

STATE OF OHIO)
)
COUNTY OF Montgomery)

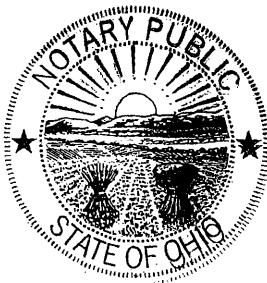
SS:

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named George R. Oberer, Jr., the Manager of Oberer VWC, Ltd., an Ohio limited liability company, member of VWC Holdings, Ltd., an Ohio limited liability company, on behalf of the company, who acknowledged that he/she did sign the foregoing instrument and that the same is the free act and deed of said company and his/her free act and deed personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Dayton, Ohio, this 22nd day of September, 2008.

Barbara Gaaney
NOTARY PUBLIC

My commission expires: Feb. 6, 2010



BARBARA GAANEY, Notary Public
in and for the State of Ohio
My Commission Expires Feb. 6, 2010

BOOK 4754 PAGE 339

STATE OF OHIO)
)
COUNTY OF Montgomery)

SS:

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named David C. Oakes, the Manager of Winding Creek Properties, LLC, an Ohio limited liability company, member of VWC Holdings, Ltd., an Ohio limited liability company, on behalf of the company, who acknowledged that he/she did sign the foregoing instrument and that the same is the free act and deed of said company and his/her free act and deed personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Dayton, Ohio, this 22nd day of September, 2008.

Diane S. Belg
NOTARY PUBLIC

My commission expires: 8/29/2010

This instrument prepared by:
Taft Stettinius & Hollister LLP
110 North Main Street, Suite 900
Dayton, Ohio 45402-1786
(937) 228-2838



DIANE S. BELG
Notary Public
In and for the State of Ohio
My Commission Expires Aug. 29, 2010

BOOK 4754 PAGE 340

Exhibit A

Situate in Section 27, Town 3, Range 5 M.R.S., Clearcreek Township, Warren County, Ohio and being **Lots 38 through 64, and Reserve Lots J, K & L** of The Villages of Winding Creek The Legacy at Winding Creek Section One, as recorded in Plat Book 78, Pages 28-29 of the Warren County, Ohio Recorder's office.

Auditor's Parcel No.:

- 05-27-200-039 (Reserve J)
- 05-27-200-040 (Lot 38)
- 05-27-200-041 (Lot 39)
- 05-27-200-042 (Lot 40)
- 05-27-200-043 (Lot 41)
- 05-27-200-044 (Lot 42)
- 05-27-200-045 (Lot 43)
- 05-27-200-046 (Lot 44)
- 05-27-200-047 (Lot 45)
- 05-27-200-048 (Lot 46)
- 05-27-200-049 (Lot 47)
- 05-27-200-050 (Lot 48)
- 05-27-200-051 (Lot 49)
- 05-27-200-052 (Lot 50)
- 05-27-200-053 (Lot 51)
- 05-27-251-001 (Lot 52)
- 05-27-251-002 (Lot 53)
- 05-27-251-003 (Lot 54)
- 05-27-251-004 (Lot 55)
- 05-27-251-005 (Lot 56)
- 05-27-251-006 (Lot 57)
- 05-27-251-007 (Lot 58)
- 05-27-251-008 (Lot 59)
- 05-27-251-009 (Lot 60)
- 05-27-251-010 (Reserve K)
- 05-27-216-002 (Reserve L)
- 05-27-216-003 (Lot 61)
- 05-27-216-004 (Lot 62)
- 05-27-216-005 (Lot 63)
- 05-27-216-006 (Lot 64)

BETH DECKARD - WARREN COUNTY RECORDER
Doc #: 710951 Type: AMEND DECLR
Filed: 10/14/2008 15:54:24 \$ 52.00
OR Volume: 4754 Page: 337 Return: B
Rec#: 16992 Pages: 5
G W LAND TITLE

*all
DWB*

*all
DWB*

TRANSFER NOT NECESSARY
NICK NELSON, AUDITOR
WARREN COUNTY, OHIO

OCT 14 2008

NICK NELSON
AUDITOR, WARREN CO. OHIO

BOOK 4754 PAGE 341

~~BOOK 4465 PAGE 636~~

JUL 27 2010

19
18:4

NICK NELSON
AUDITOR, WARREN CO. OHIO

FOURTH AMENDMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE VILLAGES OF WINDING CREEK

\$120.00 07/27/10 13:53:50
SP-I-10-044133 0011
Montgomery County
Willis E. Blackshear Recorder

THIS FOURTH AMENDMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE VILLAGES OF WINDING CREEK ("Fourth Amendment") is made this 27 day of July, 2010, by VWC HOLDINGS, LTD., an Ohio limited liability company (the "Declarant").

RECITALS

- A. Declarant is the owner of certain property located in Montgomery County, Ohio by deed recorded on August 26, 2005 at Deed Microfiche #05-086099 and Warren County, Ohio by deed recorded on August 26, 2005 in Official Record Volume 3967, Page 295 totaling 609.8493 acres of real estate (the "Real Estate").
- B. Declarant has previously subjected certain portions of the Real Estate (the "Property") to that certain Master Declaration of Protective Covenants and Restrictions for the Villages Of Winding Creek by instrument recorded August 29, 2006, in Official Record Volume 4277, Page 476 of the Warren County, Ohio Records and recorded September 26, 2006, having Instrument Number SP-I-06-089623 of the Montgomery County, Ohio Records (the "Master Declaration").
- C. The Master Declaration was subsequently amended by that certain First Amendment to Master Declaration, recorded March 22, 2007, having Instrument Number SP-I-07-023290 of the Official Records of Montgomery County, by that certain Second Amendment to Master Declaration recorded July 15, 2008, having Instrument Number SP-I-08-050628 of the Official Records of Montgomery County, and by that certain Third Amendment to Master Declaration, recorded October 8, 2008, having Instrument Number SP-I-08-070452 of the Official Records of Montgomery County (collectively, the "Prior Amendments").
- D. Declarant now desires to amend the Master Declaration in accordance with the terms and conditions set forth below.

BETH DECKARD - WARREN COUNTY RECORDER
Doc #: 766805 Type: AMEND COV&RS 184.00
Filed: 7/27/2010 11:11:58
DR Volume: 5121 Page: 186 Return: M
Rec#: 11552 Pages: 19
CESQ, INC.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. **Incorporation of Recitals.** The foregoing recitals and definitions are hereby incorporated into and made a part of this Fourth Amendment, as though restated and set forth verbatim in this Section 1.

BOOK 5121 PAGE 186

2. **Section 9.2.** Section 9.2.1 of the Master Declaration shall be deleted in its entirety and replaced with the following language:

9.2.1 In the Property, there is a private roadway serving Lots 34, 35, 36, and 37 only in the Falls section of the Development. This private roadway is a perpetual, appurtenant easement exclusive to (i) these specific Lots only and is intended for the use and benefit of those Lot owners, and their visitors, guests, licensees and assigns, (ii) such emergency vehicles such as fire, police and ambulance as are needed to access such Lots and the improvements thereon, and (iii) the Master Association for the purposes of maintenance and repair as set forth herein. The Master Association will reasonably maintain this roadway, keeping it free of material accumulations of ice, snow and debris, and generally in a good order and condition. Following any work on such roadway (including, without limitation, the removal of snow and ice, coating, striping, paving, patching, and cleaning), the Association may invoice such Lot owners for all or a portion of such costs, in an amount that shall not exceed \$75.00 per Lot owner per calendar year. Such Lot owners will pay such charges to the Master Association within thirty (30) days after receipt of an invoice for the same. Such charges will be in addition to the assessments levied under Section 11 below.

3. **Section 11.1.** Section 11.1 of the Master Declaration shall be deleted in its entirety and replaced with the following language:

11.1 Capital Contribution Assessments at Closing. Unless otherwise adjusted by Declarant or the Master Association, at the time of the closing on the purchase of a Lot on which a home is constructed by Declarant or any other homebuilder, the purchaser who is the initial owner and occupant of such home constructed on a Lot will be required to pay the Master Association or Declarant, as the case may be, an Assessment in an amount not to exceed One Thousand Five Hundred Dollars (\$1,500.00) as purchaser's capital contribution to the working capital of the Master Association, which amount shall be applied by the Master Association, in its sole discretion, against any costs or expenses of the Master Association, including, but not limited to any capital improvements being constructed by the Master Association (the "Capital Contribution Assessment"). Such Capital Contribution Assessment shall be in addition to any general Assessments or any other Assessments levied by the Master Association, and no Lot owner shall be entitled to a refund of any portion of such Capital Contribution Assessment. In the event that any retail, commercial or multi-family property is annexed into the Master Association and thereby made subject to this Declaration pursuant to Section 2.2 above, then the purchaser of any such retail, commercial or multi-family property may be subject to capital contributions and assessments at such a rate as to be determined by the Master Association.

4. **Section 11.7.** Section 11.7 of the Master Declaration shall be deleted in its entirety and replaced with the following language:

11.7 Property Exempt from Assessments. Unless otherwise expressly stated in this Declaration, the Lots shall be exempt from the assessments provided in **Sections 11.2** through **11.6**, until the earlier of (i) the date a Lot is conveyed from a builder to a purchaser; or (ii) the date twelve (12) months following the date that a Lot is conveyed from Declarant to a builder.

5. **Exhibit D-1.** Exhibit D-1 of the Master Declaration is hereby deleted in its entirety and replaced by the attached Exhibit D-1.
6. **Exhibit D-2.** Exhibit D-2 of the Master Declaration is hereby deleted in its entirety and replaced by the attached Exhibit D-2.
7. **Exhibit D-3.** Exhibit D-3 of the Master Declaration is hereby deleted in its entirety and replaced by the attached Exhibit D-3.
8. **Exhibit D-4.** Exhibit D-4 of the Master Declaration is hereby deleted in its entirety and replaced by the attached Exhibit D-4.
9. **Miscellaneous.**
 - 9.1 Pursuant to Article 14 of the Master Declaration, Declarant owns seventy-five percent (75%) of the lots subject to the terms of the Master Declaration, and thus makes this Fourth Amendment pursuant to such authority. Further, pursuant to Section 14.1 of the Master Declaration, this Fourth Amendment is necessary to clear any ambiguity or inconsistency under the Master Declaration, and such Fourth Amendment is not inconsistent with the general plan and scheme of the development.
 - 9.2 The Master Declaration, as amended by the Prior Amendments and by this Fourth Amendment, remains in full force and effect. Except as expressly modified herein, the Declarant does hereby confirm and ratify the Master Declaration and all of the terms, covenants and conditions set forth therein. In the event of a conflict between the terms of the Master Declaration, as amended, or the Prior Amendments, and this Fourth Amendment, the terms of this Fourth Amendment will control.
 - 9.3 The capitalized terms set forth herein shall have the same meaning as specified in the Agreement, unless otherwise defined in this Fourth Amendment.

[This portion intentionally left blank]
[Signature page to follow immediately hereafter]

BOOK 5121 PAGE 188

Declarant has caused this Fourth Amendment to be executed effective as of the date first written above.

DECLARANT:

VWC HOLDINGS, LTD.,
an Ohio limited liability company

By: WINDING CREEK PROPERTIES II, LLC,
an Ohio limited liability company

By: *David C. Oakes*
David C. Oakes, Manager

STATE OF OHIO :
:ss
COUNTY OF MONTGOMERY :

BE IT REMEMBERED, that the foregoing instrument was acknowledged before me, a notary public in and for said state, this ___ day of July, 2010, by David C. Oakes, the Manager of Winding Creek Properties, LLC, an Ohio limited liability company, member of VWC Holdings, Ltd., an Ohio limited liability company, on behalf of the company.

Diane S. Belg
Notary Public
My Commission Expires: *8/29/10*



DIANE S. BELG
Notary Public
In and for the State of Ohio
My Commission Expires Aug. 29, 2010

This Instrument Prepared By:
Benjamin J. Helwig, Esq.
Taft Stettinius & Hollister LLP
110 North Main Street, Suite 900
Dayton, Ohio 45402
937.228.2838

BOOK 5121 PAGE 189

Exhibit D-1

Seventy Feet (70') Wide Lots

- (i) **Floor Area:** The total floor area of the main structure, exclusive of the open porches, garage, steps, and basements shall be:
- (a) not less than one thousand four hundred (1,400) square feet for a ranch (single story) home, and
 - (b) not less than one thousand nine hundred (1,900) square feet for a 2-story home.
- (ii) **Landscaping Requirements:** In addition to the requirements for those Lots with Perimeter Landscape Buffers as set forth on the Plats and as referenced in Section 9.3, above, the landscaping must meet the following minimum requirements, within the timeframe provided in Section 4.16.2:
- (a) two trees in the front yard with a minimum caliper of two inches (one of which will be from the "approved list of trees" described below), both in a location specified by the Declarant;
 - (b) five evergreen shrubs with a minimum height of 24 inches;
 - (c) three deciduous shrubs with a minimum height of 18 inches;
 - (d) five evergreen ground coverings with a minimum size of two gallons;
 - (e) seven perennials consisting of (i) two ornamental grasses with a minimum size of three gallons each and (ii) five day lilies or other perennials with a minimum size of one gallon each.

A typical landscape layout plan will be provided by the Declarant. Any deviation from the plan will be as approved by the ARC.

For purposes of Exhibits D-1 through D-7 of this Declaration, the term "approved list of trees" means one of the following varieties:

- (a) Aristocrat Pear (Pyrus Calleryana Aristocrat);
- (b) Autumn Purple Ash (Fraxinus Americana Autumn Purple);
- (c) Skyline Honey Locust (Gledistia Triacanthos Inermis);
- (d) Chanticleer Pear (Pyrus Calleryana Chanticleer).

Exhibit D-2

Eighty Feet (80') Wide Lots

- (i) **Floor Area:** The total floor area of the main structure, exclusive of the open porches, garage, steps, and basements shall be:
 - (a) not less than one thousand seven hundred (1,700) square feet for a ranch (single story) home, and
 - (b) not less than two thousand (2,000) square feet for a 2-story home.
- (ii) **Landscaping Requirements:** In addition to the requirements for those Lots with Perimeter Landscape Buffers as set forth on the Plats and as referenced in Section 9.3, above, the landscaping must meet the following minimum requirements, within the timeframe provided in Section 4.16.2:
 - (a) two trees in the front yard with a minimum caliper of two inches (one of which will be from the "approved list of trees" described below), both in a location specified by the Declarant;
 - (b) five evergreen shrubs with a minimum height of 24 inches;
 - (c) five deciduous shrubs with a minimum height of 18 inches;
 - (d) seven evergreen ground coverings with a minimum size of two gallons;
 - (e) ten perennials consisting of (i) three ornamental grasses with a minimum size of three gallons each and (ii) seven day lilies or other perennials with a minimum size of one gallon each.

A typical landscape layout plan will be provided by the Declarant. Any deviation from the plan will be as approved by the ARC.

For purposes of Exhibits D-1 through D-7 of this Declaration, the term "approved list of trees" means one of the following varieties:

- (a) Aristocrat Pear (Pyrus Calleryana Aristocrat);
- (b) Autumn Purple Ash (Fraxinus Americana Autumn Purple);
- (c) Skyline Honey Locust (Gledistia Triacanthos Inermis);
- (d) Chanticleer Pear (Pyrus Calleryana Chanticleer).

Exhibit D-3

Ninety Feet (90') Wide Lots

- (i) **Floor Area:** The total floor area of the main structure, exclusive of the open porches, garage, steps, and basements shall be:
 - (a) not less than one thousand seven hundred (1,700) square feet for a ranch (single story) home, and
 - (b) not less than two thousand (2,000) square feet for a 2-story home.
- (ii) **Exterior & Design Requirements:** Each house constructed on such a Lot shall have a minimum side yard setback of five feet (5') on one side, and twenty-eight feet (28') on the other side.
- (iii) **Landscaping Requirements:** In addition to the requirements for those Lots with Perimeter Landscape Buffers as set forth on the Plats and as referenced in **Section 9.3**, above, the landscaping must meet the following minimum requirements, within the timeframe provided in **Section 4.16.2**:
 - (a) two trees in the front yard with a minimum caliper of two inches (one of which will be from the "approved list of trees" described below), both in a location specified by the Declarant;
 - (b) five evergreen shrubs with a minimum height of 24 inches;
 - (c) five deciduous shrubs with a minimum height of 18 inches;
 - (d) seven evergreen ground coverings with a minimum size of two gallons;
 - (e) ten perennials consisting of (i) three ornamental grasses with a minimum size of three gallons each and (ii) seven day lilies or other perennials with a minimum size of one gallon each.

A typical landscape layout plan will be provided by the Declarant. Any deviation from the plan will be as approved by the ARC.

For purposes of **Exhibits D-1 through D-7** of this Declaration, the term "approved list of trees" means one of the following varieties:

- (a) Aristocrat Pear (Pyrus Calleryana Aristocrat);
- (b) Autumn Purple Ash (Fraxinus Americana Autumn Purple);
- (c) Skyline Honey Locust (Gledistia Triacanthos Inermis);
- (d) Chanticleer Pear (Pyrus Calleryana Chanticleer).

Exhibit D-4

"Patio Home" Lots

- (i) **Floor Area:** The total floor area of the main structure, exclusive of the open porches, garage, steps, and basements shall be:
- (a) not less than one thousand four hundred (1,400) square feet for a ranch (single story) home, and
 - (b) not less than one thousand six hundred fifty (1,650) square feet for a 2-story home.
- (ii) **Landscaping Requirements:** In addition to the requirements for those Lots with Perimeter Landscape Buffers as set forth on the Plats and as referenced in **Section 9.3**, above, the landscaping must meet the following minimum requirements, within the timeframe provided in **Section 4.16.2**:
- (a) one tree with a minimum caliper of two inches;
 - (b) five evergreen shrubs with a minimum height of 24 inches;
 - (c) three deciduous shrubs with a minimum height of 18 inches;
 - (d) five evergreen ground coverings with a minimum size of two gallons;
 - (e) seven perennials consisting of (i) two ornamental grasses with a minimum size of three gallons each and (ii) five day lilies or other perennials with a minimum size of one gallon each.

A typical landscape layout plan will be provided by the Declarant. Any deviation from the plan will be as approved by the ARC.

For purposes of **Exhibits D-1 through D-7** of this Declaration, the term "approved list of trees" means one of the following varieties:

- (a) Aristocrat Pear (Pyrus Calleryana Aristocrat);
- (b) Autumn Purple Ash (Fraxinus Americana Autumn Purple);
- (c) Skyline Honey Locust (Gledistia Triacanthos Inermis);
- (d) Chanticleer Pear (Pyrus Calleryana Chanticleer).

LEGAL DESCRIPTIONS

BOOK 5121 PAGE 194

SR 133-66
5-27C; 5-27D
5-27G; 5-27H
5-J
6/19/08

DESCRIPTION OF
359.419 ACRES
In Sec. 21 and Sec. 27 T. 3, R. 5, M.Rs.
WARREN COUNTY, OHIO
MAY 16, 2008

APPROVED
WARREN CO. MAP DEPT

DATE 6/19/08
BY Konko

Situate in State of Ohio, County of Warren, Clearcreek Township, Part of Section 21 and Section 27, Township 3, Range 5, M.R.s. and being part of a 422.3318 acre tract which includes Parcels A & B of Delphi Estates as recorded in Plat Book 4, Page 175 as conveyed to Beazer Homes Investments LLC, a Delaware Limited Liability Company by deed of record in O.R. 3967, Page 295. (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Warren County Recorder Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing for Reference at a railroad spike (found), said spike being the centerline of State Route 48 (aka Dayton-Lebanon Pike) and the centerline of Social Row Road;

Thence S 4° 11' 12" W, a distance of 1316.74 feet to a MAG nail, (set), said nail being in the centerline of said State Route 48; Thence South 4° 10' 00" W, a distance of 2096.82 feet to a railroad spike (found), said spike being in the centerline of said State Route 48 said spike being in the west line of said 422.3318 acre tract as conveyed to Beazer Homes Investments LLC, and said spike being in the Montgomery and Warren County lines; thence leaving said centerline S 84° 50' 00" E a distance of 1438.05 feet to a point, said point being the southwest corner of Creekside at The Villages of Winding Creek Subdivision Section One as recorded in Plat Book 205, Page 11, 11A and 11B, said point also being in the line common to said Montgomery and Warren Counties and also being the POINT OF BEGINNING of the herein described tract of land;

Thence S 84° 50' 00" E, a distance of 2883.90 feet continuing along said Montgomery and Warren counties common line to a point;

Thence S 4° 04' 02" W, a distance of 357.93 feet to a stone, found, said stone being at an angle point in said Beazer tract, and said stone being the southwest corner of Lee Snyder tract of land as conveyed in Deed Book 513, Page 117;

Thence S 84° 15' 08" E, a distance of 1069.38 feet to a 5/8" iron pin (set), said iron pin being in the south line of a tract of land as conveyed to John T. Ross and Patricia A. Ross by deed of record in Official Record 325, Page 867, said iron pin being the northwest corner of a 14.113 acre tract of land as conveyed to John T. Ross by deed of record in Book 758, Page 630 and said iron pin being also the northeast corner of said 422.3318 acre tract;

Thence S 3° 47' 34" W, a distance of 543.36 feet to a 5/8" iron pin (set), said iron pin at an angle point in the west line of said 14.113 acre tract, said iron pin being on the east line of said Beazer tract;

Thence S 3° 48' 32" W, a distance of 542.86 feet to a 5/8" iron pin (set), said iron pin being the southwest corner of said 14.113 acre tract, said iron pin being on the east line of said Beazer tract and said iron pin being also in the north line of a 28.899 acre tract of land as conveyed to Mike Farm Enterprises, Inc., an Ohio corporation by deed of record in Official Record 112, Page 276;

Thence N 87° 50' 43" W, a distance of 922.06 feet to a 5/8" iron pin, found, said iron pin being an easterly angle point of said Beazer tract, and said iron pin being also the northwest corner of a tract of land as conveyed to Michael A. Clark and Peggy A. Clark by deed of record in Official Record 388, Page 50;

Thence S 4° 26' 10" W, a distance of 2700.84 feet to a railroad spike, found, said spike being an angle point in the said Beazer tract, said spike being in the centerline of Lytle Five Points Road, (Warren County Road 46), and said spike being also the southwest corner of a 3.2058 acre tract of land (Tract D), as conveyed to Bradford Gardiner by deed of record in Official Record 4505, Page 218;

BOOK 5121 PAGE 195

Thence N 87° 19' 26" W, a distance of 25.01 feet to a railroad spike, found, said spike being an angle point of the said Beazer tract, said spike being in the centerline of said Lytle Five Points Road, and said spike being also the southeast corner of a 5.001 acre tract of land as conveyed to Michael A. Krumnauer and Cheryl M. Krumnauer by deed of record in Official Record 702, Page 30;

Thence N 4° 26' 10" E, a distance of 1088.49 feet (a 5/8" iron pin/cap, found (bears W. 0.24 feet), and being the northeast corner of said 5.001 acre tract and being also a southeasterly corner of the said Beazer tract;

Thence N 87° 17' 57" W, a distance of 399.96 feet to a 1/2" iron pin, found, said iron pin being a southeasterly corner of said Beazer tract and said iron pin being also the northwest corner of a 5.001 acre tract of land as conveyed to Timmy Evan Miltenberger by deed of record in Official Record 522, Page 640;

Thence S 4° 27' 35" W, a distance of 1089.61 feet to a railroad spike (found), said spike being a southerly corner of said Beazer tract, said spike being the southwest corner of said 5.001 acre tract and said spike being also in the centerline of said Lytle Five Points Road;

Thence N 87° 12' 03" W, a distance of 458.12 feet to railroad spike (found), said spike being a southerly corner of said Beazer tract, said the southeast corner of a 3.097 acre tract of land as conveyed to Milo Jonny Miltenberger by deed of record in Official Record 1262, Page 127 and said spike being also in the centerline of said Lytle Five Points Road;

Thence leaving said centerline, N 4° 18' 26" E, a distance of 674.80 feet to a 5/8" iron pin, found/cap, said iron pin being along the southerly line of said Beazer tract and said iron pin being also the northeast corner of said 3.097 acre tract;

Thence N 87° 12' 03" W, a distance of 400.00 feet a 1/2" iron pin, found, said iron pin being along the a southerly line of said Beazer tract, said iron pin being the northwest corner of a 3.098 acre tract of land as conveyed to M. Jonny Miltenberger and Janice M. Miltenberger by deed of record in Official Record 109, Page 397;

Thence S 4° 18' 26" W, a distance of 674.80 feet to a railroad spike (found), said spike being along the southerly line of said Beazer tract, said spike being the southwest corner of said 3.098 acre tract and said spike being also in the centerline of said Lytle Five Points Road;

Thence N 87° 18' 04" W, a distance of 491.76 feet to a railroad spike (found), said spike being along the southerly line of said Beazer tract, said spike being in the centerline of said Lytle Five Points Road; and said spike being also the southeast corner of said Delphi Estates Subdivision plat of record as recorded in Plat Book 4, Page 173;

Thence N 4° 02' 09" E, a distance of 44.98 feet to a concrete monument, found, said concrete monument being in the south line of said Beazer tract and said concrete monument being also in the east line of said Delphi Estates Subdivision;

Thence N 4° 20' 48" E, a distance of 223.28 feet to a concrete monument, found, said concrete monument being the northeast corner of said Delphi Estates Subdivision, said concrete monument being in the south line of said Beazer tract;

Thence along the lines common to said Beazer tract and said Delphi Estates Subdivision for the following eleven (11) described courses:

1. S 84° 27' 27" W, a distance of 225.00 feet to a 5/8" iron pin, found;
2. S 4° 20' 16" W, a distance of 193.45 feet to a 5/8" iron pin, found and being along the east line of Parcel B as denoted on said Delphi Estates Plat;
3. Continuing along the east line of said Parcel B, along the arc of a curve to the left, said curve having a radius of 25.00 feet, a delta angle of 99° 51' 52", the chord of said curve that bears S 45° 35' 40" E, a chord distance of 38.26 feet to a 5/8" iron pin/cap, found, said iron pin being a point of tangency, and

said iron pin being also in the north right-of-way line of said Lytle Five Points Road;

4. Continuing along the south line of said Parcel B and the northerly line of Lytle Five Points Road, thence S 84° 28' 24" W, a distance of 101.58 feet to a 5/8" iron pin/cap, found, said iron pin being also a point of curvature;
5. Continuing along the west line of said Parcel B, leaving said north line, along the arc of a curve to the left, said curve having a radius of 25.00 feet, a delta angle of 80° 09' 52", the chord of said curve that bears N 44° 26' 29" E, a chord distance of 32.19 feet to a 5/8" iron pin, found, said iron pin being also a point of tangency;
6. Continuing along the west line of said Parcel B, thence N 4° 21' 33" E, a distance of 202.18 feet, to a 5/8" iron pin, found;
7. Thence S 84° 30' 33" W, a distance of 1776.25 feet to a 5/8" iron pin/cap, found, said pin also being along the east line of Parcel A as denoted on said Delphi Estates;
8. Continuing along the east line of said Parcel A, thence S 3° 59' 34" W, a distance of 193.58 feet to a 5/8" iron pin/cap, found, said iron pin being also a point of curvature;
9. Along the arc of a curve to the left, said curve having a radius of 25.00 feet, a delta angle of 99° 33' 24", the chord of said curve that bears S 45° 47' 08" E, a chord distance of 38.18 feet to a 5/8" iron pin, found, said iron pin being a point of tangency and said iron pin being also in the north right-of-way line of said Lytle Five Points Road and being the south line of Parcel A;
10. Thence S 84° 32' 47" W, a distance of 80.35 feet to a 5/8" iron pin, found, said iron pin being also the southeast corner of a tract of land as conveyed to Butterfield Enterprises, Inc. by deed of record in Official Record 4663, Page 127;
11. Thence N 6° 30' 57" E, a distance of 223.15 feet, leaving said north right-of-way line of Lytle Five Points Road and continuing along the west line of Parcel A, to a point said point being an angle point in the east line of said Butterfield tract and the westerly line of said Beazer tract;

Thence N 3° 11' 52" E, a distance of 697.10 feet to a 5/8" iron pin, found, said iron pin being along the westerly line of said Beazer tract and said iron pin being also the northeast corner of said 9.224 acre tract;

Thence S 84° 29' 12" W, a distance of 257.65 feet to a 5/8" iron pin (found), said iron pin being in the westerly line of said Beazer tract and said iron pin being also in the east line of a tract of land as conveyed to Far Hills Investments, I.L.C. by deed of record in Book 4111, Page 796;

Thence N 4° 00' 21" E, a distance of 30.00 feet to a 5/8" iron pin (found), said iron pin being in the westerly line of said Beazer tract and said iron pin being also the northeast corner of said Far Hills tract;

Thence S 84° 29' 42" W, a distance of 361.13 feet to a railroad spike (found), said spike being in the westerly line of said Beazer tract, said spike being the northwest corner of said Far Hills tract and said spike being also in the centerline of said State Route 48;

Thence N 4° 00' 21" E, a distance of 50.70 feet to a railroad spike (found), said spike being in the westerly line of said Beazer tract, said spike being in the centerline of said State Route 48 and said spike being also southwest corner of a 1.062 acre tract of land as conveyed to Soundfold, Inc. by deed of record in Official Record 1537, Page 392;

Thence N 84 ° 29 ' 42 " E, a distance of 361.13 feet (a 5/8" iron pin, found, bears N. 0.18 feet), being in the westerly line of said Beazer tract and being also the southeast corner of said 1.062 acre tract;

Thence N 3 ° 59 ' 36 " E, a distance of 130.00 feet to a 5/8" iron pin, found/cap, said iron pin being in a westerly line of said Beazer tract and said iron pin being also the northeast corner of said 1.062 acre tract;

Thence along the lines common to said Beazer tract and The Villages of Winding Creek The Meadows at Winding Creek Section One as recorded in Dedication Plat Book 79, Pages 84 and 85 and The Villages of Winding Creek Turning Leaf at Winding Creek Section One Plat Book 79, Pages 88 and 89, for the following thirty (30) described courses:

Thence N 69°06 ' 58" E, a distance of 93.45 feet along the southerly line of The Villages of Winding Creek The Meadows at Winding Creek Section One:

Thence N 59°52'53" E, a distance of 180.00 feet to an iron pin set;

Thence N 29°23'22" W a distance of 30.54 feet to an iron pin set;

Thence N 61°20'23" E a distance of 210.00 feet to an iron pin set;

Thence with a curve turning to the left with an arc length of 82.98 feet, with a radius of 990.00 feet, with a chord bearing of S 31°03'42" E, with a chord length of 82.96 feet,;

Thence N 56°32'13" E a distance of 80.00 feet;

Thence with a curve turning to the right with an arc length of 56.98 feet, with a radius of 35.00 feet, with a chord bearing of N 13°10'30" E, with a chord length of 50.89 feet,;

Thence N 59°48'46" E a distance of 18.70 feet;

Thence with a curve turning to the left with an arc length of 117.89 feet, with a radius of 855.00 feet, with a chord bearing of S 35°08'33" E, with a chord length of 117.80 feet,;

Thence N 50°54'26" E a distance of 150.00 feet;

Thence with a curve turning to the left with an arc length of 54.81 feet, with a radius of 705.00 feet, with a chord bearing of S 41°19'12" E, with a chord length of 54.79 feet and leaving said southerly line of said The Villages of Winding Creek The Meadows at Winding Creek Section One;

Thence N 46°27'11" E a distance of 30.00 feet to an iron pin set, said iron pin being southerly line of The Villages of Winding Creek Turning Leaf at Winding Creek Section One as recorded in Plat Book 79, Pages 88 and 89 in the Warren County Recorders' Office;

Thence with a curve turning to the right with an arc length of 104.60 feet, with a radius of 675.00 feet, with a chord bearing of N 39°06'27" W, with a chord length of 104.50 feet,;

Thence with a compound curve turning to the right with an arc length of 57.72 feet, with a radius of 35.00 feet, with a chord bearing of N 12°34'21" E, with a chord length of 51.39 feet,;

Thence N 30°11'14" W a distance of 30.00 feet;

Thence with a curve turning to the right with an arc length of 57.72 feet, with a radius of 35.00 feet, with a chord bearing of N 72°56'48" W, with a chord length of 51.39 feet,;

Thence with a compound curve turning to the right with an arc length of 105.08 feet, with a radius of 675.00 feet, with a chord bearing of N 21°14'48" W, with a chord length of 104.98 feet,;

Thence N 73°12'48" E a distance of 203.47 feet;

Thence N 37°07'48" W a distance of 44.79 feet;

Thence N 11°22'40" W a distance of 65.40 feet;

thence N 02°08'44" W a distance of 157.98 feet;

Thence N 16°42'48" W a distance of 104.82 feet;

Thence N 26°30'47" E a distance of 83.76 feet;

Thence N 51°25'35" E a distance of 195.36 feet;

Thence N 38°39'11" W a distance of 150.00 feet;

Thence with a curve turning to the right with an arc length of 48.07 feet, with a radius of 185.00 feet, with a chord bearing of N 58°52'14" E, with a chord length of 47.94 feet,;

Thence N 23°41'07" W a distance of 30.00 feet;

Thence N 23°41'07" W a distance of 162.68 feet;

Thence N 33°47'22" W a distance of 23.48 feet;

Thence with a curve turning to the left with an arc length of 38.32 feet, with a radius of 460.68 feet, with a chord bearing of S 53°49'40" W, with a chord length of 38.31 feet and leaving said Turning Leaf Subdivision;

thence S 51°25'35" W a distance of 96.78 feet to an iron pin set, said iron pin being along the northerly right-of-way line of Stone Creek Boulevard as recorded by the Dedication Plat as recorded in Warren County Recorders Office;

Thence along the lines common to said Beazer tract and the northerly right-of-way of Stone Creek Boulevard for the following seventeen (17) described courses:

Thence N 38°34'25" W a distance of 80.00 feet;

Thence S 51°25'35" W a distance of 13.80 feet;

Thence with a curve turning to the right with an arc length of 62.06 feet, with a radius of 36.77 feet, with a chord bearing of N 79°08'36" W, with a chord length of 54.95 feet,;

Thence S 45°28'31" W a distance of 30.00 feet;

Thence with a curve turning to the right with an arc length of 58.61 feet, with a radius of 35.00 feet, with a chord bearing of S 03°27'03" W, with a chord length of 52.00 feet,;

Thence S 51°25'35" W a distance of 40.82 feet;

Thence with a curve turning to the right with an arc length of 500.34 feet, with a radius of 660.00 feet, with a chord bearing of S 73°08'39" W, with a chord length of 488.45 feet,;

Thence N 85°08'17" W a distance of 240.15 feet;

Thence with a curve turning to the right with an arc length of 38.92 feet, with a radius of 25.00 feet, with a chord bearing of N 40°32'00" W, with a chord length of 35.11 feet;

Thence leaving said right-of-way N 04°04'17" E a distance of 252.34 feet;

Thence N 85°58'51" E a distance of 564.52 feet to an iron pin found;

Thence N 10°54'01" E a distance of 4.27 feet to a point;

Thence N 03°57'15" E a distance of 683.18 feet to an iron pin found;

Thence S 86°14'24" W a distance of 563.22 feet to a point, said point being in the easterly line of said State Route 48;

Thence N 04°10'00" E a distance of 623.16 feet along the easterly line of State Route 48 to a point;

Thence along the south line of The Villages Of Winding Creek The Legacy of Winding Creek as recorded in Plat Book 78, Pages 28 and 29 as recorded in Warren County Recorders' Office, thence along the lines common to said Beazer tract and The Legacy for the following thirty-one (31) described courses:

Thence leaving said easterly line of State Route 48, S 85°50'00" E a distance of 398.83 feet;

Thence S 04°10'00" W a distance of 160.00 feet;

Thence S 85°50'00" E a distance of 40.00 feet;

Thence S 04°10'00" W a distance of 130.00 feet;

Thence S 85°50'00" E a distance of 500.00 feet;

Thence N 04°10'00" E a distance of 10.05 feet;

Thence S 86°21'09" E a distance of 118.03 feet;

Thence S 03°57'15" W a distance of 12.73 feet;

Thence N 83°57'30" E a distance of 90.51 feet;

Thence N 73°33'13" E a distance of 78.06 feet;

Thence N 63°32'12" E a distance of 78.06 feet;

Thence N 53°31'12" E a distance of 78.06 feet;

Thence N 41°29'18" W a distance of 132.05 feet;

Thence with a curve turning to the left with an arc length of 126.37 feet, with a radius of 315.00 feet, with a chord bearing of N 37°01'09" E, with a chord length of 125.52 feet;

Thence N 25°31'36" E a distance of 121.97 feet;

Thence with a curve turning to the right with an arc length of 241.98 feet, with a radius of 385.00 feet, with a chord bearing of N 43°31'56" E, with a chord length of 238.01 feet;

Thence with a compound curve turning to the right with an arc length of 43.83 feet, with a radius of 35.01 feet, with a chord bearing of S 81°58'30" E, with a chord length of 41.02 feet;

Thence with a reverse curve turning to the left with an arc length of 99.51 feet, with a radius of 130.00 feet, with a chord bearing of S 68°01'53" E, with a chord length of 97.10 feet;

Thence with a reverse curve turning to the right with an arc length of 38.46 feet, with a radius of 35.00 feet, with a chord bearing of S 58°28'43" E, with a chord length of 36.56 feet;

Thence N 63°00'13" E a distance of 80.00 feet;

Thence with a curve turning to the right with an arc length of 38.46 feet, with a radius of 35.00 feet, with a chord bearing of N 04°29'09" E, with a chord length of 36.56 feet;

Thence with a reverse curve turning to the left with an arc length of 96.05 feet, with a radius of 130.00 feet, with a chord bearing of N 14°48'05" E, with a chord length of 93.88 feet;

Thence with a reverse curve turning to the right with an arc length of 47.08 feet, with a radius of 35.21 feet, with a chord bearing of N 27°50'01" E, with a chord length of 43.65 feet;

Thence with a compound curve turning to the right with an arc length of 37.35 feet, with a radius of 832.66 feet, with a chord bearing of N 66°02'22" E, with a chord length of 37.35 feet;

Thence N 22°37'44" W a distance of 30.00 feet;

Thence with a curve turning to the left with an arc length of 39.04 feet, with a radius of 815.00 feet, with a chord bearing of S 65°59'56" W, with a chord length of 39.03 feet;

Thence with a reverse curve turning to the right with an arc length of 44.47 feet, with a radius of 35.00 feet, with a chord bearing of N 78°58'18" W, with a chord length of 41.54 feet;

Thence with a reverse curve turning to the left with an arc length of 134.01 feet, with a radius of 130.00 feet, with a chord bearing of N 72°06'09" W, with a chord length of 128.16 feet;

Thence with a reverse curve turning to the right with an arc length of 34.91 feet, with a radius of 35.00 feet, with a chord bearing of N 73°03'26" W, with a chord length of 33.48 feet;

Thence with a reverse curve turning to the left with an arc length of 192.56 feet, with a radius of 415.00 feet, with a chord bearing of N 57°46'21" W, with a chord length of 190.84 feet;

Thence with a reverse curve turning to the right with an arc length of 52.15 feet, with a radius of 35.00 feet, with a chord bearing of N 28°22'43" W, with a chord length of 47.46 feet;

Thence N 14°18'28" E a distance of 7.47 feet to the **POINT OF BEGINNING**, containing 359.419 acres, more or less, of which 178.661 acres lies in Section 27, 180.235 acres lies in Section 21, 0.263 acres Parcel B lies in Delphi Estates and 0.260 acres Parcel A lies in Delphi Estates, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

The Basis of Bearing in this description is the centerline of State Route 48 (Dayton-Lebanon Pike), being S4°10'00"W as shown in deed of record MF#90-0083A01 in the Montgomery County Recorders' Office and as shown on the Record of Land Surveys in the Warren County Engineers' Office on Survey Volume 75, Plat No. 50 and the Montgomery County Engineers' Office on Survey SUR 90-2.

This above description is the result of a survey prepared by Lois A. Brunty, Stantec Consulting Services, Inc. Registered Professional Surveyor Number S-7679 of the State of Ohio, the survey plat of which is filed in Volume ____, Plat, Page ____ of the Warren County Engineer's Record of Land Division.

Prepared by:

Stantec Consulting Services Inc.

05-27-410-010 DWB

Lois A. Brunty June 19, 2008
Lois A. Brunty, S/7679 Date

BOOK 5121 PAGE 201

EXHIBIT A

Situate in Section 27, Range 5, Town 3 M.R.S., Clearcreek Township, Warren County, Ohio:
Being Lot Numbers 87- 110 of The Villages of Winding Creek, Turning Leaf at Winding Creek,
Section One as the same is numbered, designated and known on the record plat for Section One
of Turning Leaf at Winding Creek, which is recorded at Plat Book 79, Page 88 of the
Records of Warren County, Ohio.

05-27-400-001	lot 87
05-27-400-002	lot 88
-003	lot 89
-004	lot 90
-005	lot 91
-006	lot 92
-007	lot 93
-008	lot 94
-009	lot 95
-010	lot 96
-011	lot 97
-012	lot 98
-013	lot 99
05-27-408-014	lot 100
05-27-420-001	lot 101
06-27-410-001	lot 102
-002	lot 103
-003	lot 104
-004	lot 105
-005	lot 106
-006	lot 107
-007	lot 108
-008	lot 109
05-27-410-009	lot 110

DWB
HCA for all

BOOK 5121 PAGE 202

EXHIBIT A

Situate in Section 27, Range 5, Town 3 M.R.S., Clearcreek Township, Warren County, Ohio: Being Lot Numbers 65-86 of The Villages of Winding Creek, The Meadows at Winding Creek, Section One as the same is numbered, designated and known on the record plat for Section One of The Meadows at Winding Creek, which is recorded at Plat Book 79, Page 86 of the Records of Warren County, Ohio.

05-27-401 -007 lot 65
-008 lot 66
-009 lot 67
-010 lot 68
-011 lot 69
-012 lot 70
-013 lot 71
-014 lot 72
-015 lot 73
-016 lot 74
-017 lot 75
05-27-401 - 018 lot 76
05-27-405-001 lot 77
405-002 lot 78
405-003 lot 79
405-004 lot 80
05-27-405-005 lot 81
05-27-401-019 lot 82
05-27-401-020 lot 83
05-27-401-021 lot 84
05-27-401-022 lot 85
05-27-401-023 lot 86

All
DET

DWB

BOOK 5121 PAGE 203

Exhibit A

Situate in Section 27, Town 3, Range 5 M.R.S., Clearcreek Township, Warren County, Ohio and being Lots 38 through 64, and Reserve Lots J, K & L of The Villages of Winding Creek The Legacy at Winding Creek Section One, as recorded in Plat Book 78, Pages 28-29 of the Warren County, Ohio Recorder's office.

Auditor's Parcel No.:

- 05-27-200-039 (Reserve J)
- 05-27-200-040 (Lot 38)
- 05-27-200-041 (Lot 39)
- 05-27-200-042 (Lot 40)
- 05-27-200-043 (Lot 41)
- 05-27-200-044 (Lot 42)
- 05-27-200-045 (Lot 43)
- 05-27-200-046 (Lot 44)
- 05-27-200-047 (Lot 45)
- 05-27-200-048 (Lot 46)
- 05-27-200-049 (Lot 47)
- 05-27-200-050 (Lot 48)
- 05-27-200-051 (Lot 49)
- 05-27-200-052 (Lot 50)
- 05-27-200-053 (Lot 51)
- 05-27-251-001 (Lot 52)
- 05-27-251-002 (Lot 53)
- 05-27-251-003 (Lot 54)
- 05-27-251-004 (Lot 55)
- 05-27-251-005 (Lot 56)
- 05-27-251-006 (Lot 57)
- 05-27-251-007 (Lot 58)
- 05-27-251-008 (Lot 59)
- 05-27-251-009 (Lot 60)
- 05-27-251-010 (Reserve K)
- 05-27-216-002 (Reserve L)
- 05-27-216-003 (Lot 61)
- 05-27-216-004 (Lot 62)
- 05-27-216-005 (Lot 63)
- 05-27-216-006 (Lot 64)

*all
DWB*

*all
DWB*

~~BETH DECKARD - WARREN COUNTY RECORDER
Doc #: 710951 Type: AMEND DECLR
Filed: 10/14/2008 15:54:24 \$ 52.00
OR Volume: 4754 Page: 337 Return: B
Rec#: 16992 Pages: 5
G W LAND TITLE~~

BOOK 5121 PAGE 204

TRANSFER NOT NECESSARY
NICK NELSON, AUDITOR
WARREN COUNTY, OHIO

OCT 14 2008

NICK NELSON
AUDITOR, WARREN CO. OHIO

067-38-9-3
067-38-5-1
067-38-10-59,52,
64,74
76^{thrd} 103
N.S.

**DESCRIPTION OF
187.517 ACRES
IN S.21, S.27 AND S.28 T 3, R 5, M.R.s.
MONTGOMERY COUNTY, OHIO
AUGUST 4, 2005**

Situate in State of Ohio, County of Montgomery, Washington Township, Part of Section 21, Section 27 and Section 28, Township 3, Range 5, M.R.s, being all of the following Montgomery County Recorders Office deeds of record: being a 0.077 acre tract of land as conveyed to Earl R. Schatzman by deed of record in Deed Microfiche #90-0093A06, being all of lands (311.841 acres) as conveyed to Earl R. Schatzman by the following deeds of record in Deed Microfiche #90-0082D07, #90-0093E01, #90-0083A01, being all a 10.346 acre tract as conveyed to Earl R. Schatzman and Carol L. Schatzman by deed of record in Deed Microfiche # 90-0561D10, being all of a 28.700 acre tract of land as conveyed to Earl R. Schatzman and Carol L. Schatzman by deed of record in Deed Microfiche # 90-0561D12, (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorder's Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing for Reference at a railroad spike (found), said spike being the centerline of State Route 48 (aka Dayton-Lebanon Pike) and the centerline of Social Row Road;

Thence South 4 degrees 11 minutes 12 seconds West, a distance of 1316.74 feet to a MAG nail, (set), said nail being in the centerline of said State Route 48, said nail being a northwest corner of said 0.077 acre tract, said nail being the southwest corner of a 1.165 acre tract of land as conveyed to Centerville Alliance Church, The Christian and Missionary Alliance in DMF#77-097A05, and said nail being also the **POINT OF BEGINNING** of the herein described tract of land;

Thence South 84 degrees 40 minutes 14 seconds East, a distance of 868.21 feet (passing an iron pin found at 132.04' 0.11' south), along the lines common to said 1.165 acre tract and the northerly line of said 0.077 and 311.481 acre Schatzman tracts (a 5/8" iron pin, found, bears SE 1.06'), and being also a southeasterly corner of a 1.798 acre tract of land as conveyed to Centerville Community Church by deed of record in DMF#88-0463C04;

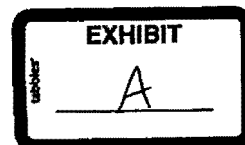
Thence North 4 degrees 12 minutes 38 seconds East, a distance of 251.74 feet along the northerly line of said 311.481 acre Schatzman tract and the easterly line of said 1.798 acre tract (a 3/4" iron pin, found, bears SE 0.54'), being in the south line of a 5.78 acre tract of land as conveyed to Nolan G. Graham and Mary L. Graham by deed of record in Inst#02-151591 and being also in a northerly line of said 311.481 acre Schatzman tract;

Thence South 85 degrees 54 minutes 52 seconds East, a distance of 697.64 feet to a 5/8" iron pin (set), said iron pin being a northerly corner of said 311.481 acre Schatzman tract, and said iron pin being also the southeast corner of a 7.38 tract of land as conveyed to Nolan G. Graham and Mary L. Graham by deed of record in DMF#94-0156B04;

Thence North 3 degrees 12 minutes 21 seconds East, a distance of 981.13 feet to a 5/8" iron pin (set), said iron pin being a northwesterly corner of said 10.346 acre tract, said iron pin being the northeast corner of a 2.391 acre tract as conveyed to Robert F. Wood and Evelyn D. Wood by deed of record in DMF#74-618C10, said iron pin being a southeasterly corner of a 0.126 acre tract as conveyed to The Board of County Commissioners of Montgomery County, Ohio by deed of record in DMF#89-0231C09 for road improvement purposes of Social Row Road (right-of-way varies), and said iron pin being also the southwest corner of a 0.125 acre tract as conveyed to The Board of County Commissioners of Montgomery County, Ohio by deed of record in DMF#89-0231C04 for road improvement purposes;

Thence South 85 degrees 47 minutes 47 seconds East, a distance of 155.19 feet to a 5/8" iron pin (set), said iron pin being a northerly corner of said 10.346 acre tract, said iron pin being the southeast corner of said 0.125 acre tract and said iron pin being also in the south line of said Social Row Road;

Thence North 6 degrees 24 minutes 55 seconds East, a distance of 32.00 feet to a MAG nail (set), said MAG nail being a northerly corner of said 10.346 acre tract, said MAG nail being



the northeast corner of said 0.125 acre tract, and said iron pin being also in the centerline of said Social Row Road;

Thence South 83 degrees 35 minutes 05 seconds East, a distance of 448.44 feet to a MAG nail (set), said MAG nail being the northeast corner of said 28.700 acre tract, said MAG nail being the northwest corner of a tract of land as conveyed to Centerville Grace Brethren Church by deed of record in DMF#78-319B07, said MAG nail being also in the centerline of said Social Row Road;

Thence South 3 degrees 02 minutes 33 seconds West, a distance of 1827.81 feet (passing an iron pin, found, at 29.68' that bears 0.61' E) to a 5/8" iron pin (set), said iron pin being the southwest corner of said Centerville Grace Brethren Church lands, and said iron pin being also a southeasterly corner of said 28.700 acre tract;

Thence North 87 degrees 36 minutes 28 seconds East, a distance of 480.94 feet to a 1/2" iron rod, (found in base of tree), said iron rod being a southeast corner of said Centerville Grace Brethren Church lands, said iron rod being in the west line of Chelsea Trace Subdivision Section Five, plat of record as recorded in Plat Book 181 Page 27, said iron rod being a southeasterly corner of said 28.700 acre tract, and said iron rod being also the southeast corner of Section 28;

Thence South 3 degrees 28 minutes 35 seconds West, a distance of 518.35 feet to a 3/4" iron pin, found, said iron pin being the southeast corner of said 28.700 acre tract, said iron pin being the southwest corner of said Chelsea Trace Subdivision Section Five and said iron pin being also a northeasterly corner of said 311.841 acre Schatzman tract;

Thence South 88 degrees 44 minutes 00 seconds East, a distance of 1647.47 feet to a 5/8" iron pin (set), said iron pin being a northeasterly corner of said 311.841 acre Schatzman tract, said iron pin being the south line of Chelsea Trace Subdivision Section Four, plat of record as recorded in Plat Book 176 Page 53 and said iron pin being also the northwest corner of a 43.091 acre tract of land as conveyed to Lee E. Snyder by deed of record in DMF#71-079C11;

Thence South 4 degrees 04 minutes 02 seconds West, a distance of 1195.15 feet to a point, said point being the southwest corner of said 43.091 acre tract, said point being in an easterly line of said 311.841 acre Schatzman tract, said point being the northwest corner of a tract of land as conveyed to Lee Snyder by deed of record in Deed Book 513, Page 117 and said point being also in the Montgomery and Warren County lines;

Thence North 84 degrees 50 minutes 00 seconds West a distance of 4321.95 feet to a railroad spike (found), said railroad spike being in the line common to said 311.841 acre Schatzman tract and the centerline of said State Route 48;

Thence North 4 degrees 10 minutes 00 seconds East, a distance of 2096.82 feet to the POINT OF BEGINNING, containing 187.517 acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

The Basis of Bearing in this description is the centerline of State Route 48 (Dayton-Lebanon Pike), being S4°10'00"W as shown in deed of record MF#90-0083A01 in the Montgomery County Recorder's Office, and as shown on the Record of Land Surveys in the Warren County Engineer's Office on Survey Volume 75, Plat No. 50 and the Montgomery County Engineer's Office on Survey SUR 90-2.

This description is based on an actual field survey in August and September, 2003, and recorded in the Montgomery County Engineer's Record of Land Surveys in Volume 2005, Page 0284 under my direct supervision, Michael J. Purtee, Registered Professional Surveyor number S-7424 of the State of Ohio, and that all monuments found or set, correctly represents the boundaries herein described.

Prepared by:
R.L. ZANDE & ASSOCIATES
[Signature]
Michael J. Purtee
Ohio Professional Surveyor No. 7424
P:\C1005sf\1610 ACS\Survey\Legal\Des\mont ac.doc
Date 8-04-05



KARL L. KEITH
MONTGOMERY COUNTY AUDITOR
NEW SURVEY
By *[Signature]* Date 8/26/05

JOSEPH LITVIN, P.E., P.S.
MONTGOMERY COUNTY ENGINEER
DAYTON, OHIO
APPROVED
BY *[Signature]* DATE 8/11/05
FILE NO. 05-0284

\$164.00 07/25/11 12:53:48
SP-I-11-043126 0019
Montgomery County
Willis E. Blackshear Recorder

NO TRANSFER
12:51pm JULY 25, 2011
KARL L. HEINTZ, COUNTY AUDITOR

TRANSFER NOT NECESSARY
NICK NELSON, AUDITOR
WARREN COUNTY, OHIO

AUG 02 2011

NICK NELSON
AUDITOR, WARREN CO. OHIO ✓

BETH DECKARD - WARREN COUNTY RECORDER
Doc #: 831525 Type: AMEND DECLR
Filed: 8/02/2011 12:04:12 \$ 184.00
OR Volume: 5354 Page: 624 Return: M
Rec#: 11491 Pages: 19
CESO, INC

FIFTH AMENDMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE VILLAGES OF WINDING CREEK

THIS FIFTH AMENDMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE VILLAGES OF WINDING CREEK ("Fourth Amendment") is made this 21st day of July, 2011, by VWC HOLDINGS, LTD., an Ohio limited liability company (the "Declarant").

RECITALS

- A. Declarant is the owner of certain property located in Montgomery County, Ohio by deed recorded on August 26, 2005 at Deed Microfiche #05-086099 and Warren County, Ohio by deed recorded on August 26, 2005 in Official Record Volume 3967, Page 295 totaling 609.8493 acres of real estate (the "Real Estate").
- B. Declarant has previously subjected certain portions of the Real Estate (the "Property") to that certain Master Declaration of Protective Covenants and Restrictions for the Villages Of Winding Creek by instrument recorded August 29, 2006, in Official Record Volume 4277, Page 476 of the Warren County, Ohio Records and recorded September 26, 2006, having Instrument Number SP-I-06-089623 of the Montgomery County, Ohio Records (the "Master Declaration").
- C. The Master Declaration was subsequently amended by that certain First Amendment to Master Declaration, recorded March 22, 2007, having Instrument Number SP-I-07-023290 of the Official Records of Montgomery County, by that certain Second Amendment to Master Declaration recorded July 15, 2008, having Instrument Number SP-I-08-050628 of the Official Records of Montgomery County, by that certain Third Amendment to Master Declaration, recorded October 8, 2008, having Instrument Number SP-I-08-070452 of the Official Records of Montgomery County and by that certain Forth Amendment to Master Declaration, recorded Date, having Instrument Number SP-I-10-044133 0011 of the Official Records of Montgomery County and Warren County Official Record Volume Vol. 5121 Page 186 (collectively, the "Prior Amendments").
- D. Declarant now desires to amend the Master Declaration in accordance with the terms and conditions set forth below.

BOOK 5354 PAGE 624

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals and definitions are hereby incorporated into and made a part of this Fourth Amendment, as though restated and set forth verbatim in this Section 1.
2. **Amendment to section 4.2** Section 4.2 of the Master Declaration shall be deleted in its entirety and replaced with the following:

4.2 Secondary Buildings No structure of a temporary character and no secondary building, trailer, mobile home, tent, shack, shed, barn, or outbuilding shall be permanently or temporarily erected, maintained, or installed on any lot at any time except a detached garage which matches the character of the home in materials, design and location and shall be subject to the approval of the ARC, but in no event shall any detached garage be used as a residence, either temporarily or permanently. Notwithstanding the above, a lot owner may be permitted to use a portion of his or her residence as a home office, provided such use is not visible from the outside such residence, has no impact on traffic, parking, or noise levels, does not interfere with any other Lot Owners' or occupants' use of his or her property, and does not violate any applicable zoning ordinance. The Master Association shall have the sole authority to determine whether any such is in violation of this "Home Office".

3. **Amendment to Section 4.8** Section 4.8 of the Master Declaration shall be deleted in its entirety and replaced with the following:

4.8 Fences and Walls Subject to the prior written approval of the ARC a fence may be permitted consistent with the following guidelines:

- (a) No fence or any portion thereof may be installed on that part of any Lot that is closer to the street than the primary rear wall of the residence on the Lot (i.e. fences are permitted only in the rear of the residence); no fence shall be permitted to extend beyond the rear plane of the house.
- (b) Fences shall be of vinyl material, decorative aluminum, wrought iron or wood only; no aluminum chain link type fences will be permitted. All Fencing is subject to township regulations.
- (c) Fences shall be up to 72 inches in height from the initial grade of the Lot and shall be of picket type so that there is spacing between pickets or split rail type consisting of three (3) rails. i.e. no stockade, shadow box etc.
- (d) All fence posts shall be positioned on the inside of the fence for all types of fencing.

- (e) All corner Lots are classified as “double fronting” Lots and shall adhere to the minimum building setback requirements and shall not extend beyond the side/rear house plane.
- (f) No fence shall obstruct the flow of stormwater.
- (g) Additionally any fence enclosing a swimming pool shall be subject to the above regulations and conform to state or local regulations and be submitted to the proper governmental authority prior to construction.
- (h) Privacy fences will not be permitted.
- (i) In addition to the regulations set forth above it is the obligation of the Owner to adhere to any Township, City or County building requirements prior to construction.

Declarant shall be permitted to restrict fencing on future recorded Lots by amending this declaration.

4. **Governing Provisions.** To the extent any terms or provisions of this Amendment conflict with or contradict the Declaration, the terms of this Amendment shall prevail.

5. **Miscellaneous.**

9.1 Pursuant to Article 14 of the Master Declaration, Declarant owns seventy-five percent (75%) of the lots subject to the terms of the Master Declaration, and thus makes this Fifth Amendment pursuant to such authority. Further, pursuant to Section 14.1 of the Master Declaration, this Fifth Amendment is necessary to clear any ambiguity or inconsistency under the Master Declaration, and such Fifth Amendment is not inconsistent with the general plan and scheme of the development.

9.2 The Master Declaration, as amended by the Prior Amendments and by this Fifth Amendment, remains in full force and effect. Except as expressly modified herein, the Declarant does hereby confirm and ratify the Master Declaration and all of the terms, covenants and conditions set forth therein. In the event of a conflict between the terms of the Master Declaration, as amended, or the Prior Amendments, and this Fifth Amendment, the terms of this Fifth Amendment will control.

9.3 The capitalized terms set forth herein shall have the same meaning as specified in the Agreement, unless otherwise defined in this Fifth Amendment.

**[This portion intentionally left blank]
[Signature page to follow immediately hereafter]**

TRANSFER NOT NECESSARY
NICK NELSON, AUDITOR
WARREN COUNTY, OHIO

AUG 30 2013

NICK NELSON
AUDITOR, WARREN CO. OHIO

nh

20/178

LINDA ODA - WARREN COUNTY RECORDER
Doc #: 933919 Type: AMEND DECLR
Filed: 8/30/2013 13:39:00 \$ 172.00
UR Volume: 5902 Page: 664 Return:
Rec#: 61303 Pages: 20
CESO INC

**SIXTH AMENDMENT TO MASTER DECLARATION OF PROTECTIVE
COVENANTS AND RESTRICTIONS FOR THE VILLAGES OF WINDING CREEK**

THIS SIXTH AMENDMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE VILLAGES OF WINDING CREEK (this "Sixth Amendment") is made this ___ day of _____, 2013, by VWC HOLDINGS, LTD., an Ohio limited liability company (the "Declarant").

RECITALS

- A. Declarant is the owner of certain property located in Montgomery County, Ohio by deed recorded on August 26, 2005 at Deed Microfiche #05-086099 and Warren County, Ohio by deed recorded on August 26, 2005 in Official Record Volume 3967, Page 295 totaling 609.8493 acres of real estate (the "Real Estate").
- B. Declarant has previously subjected certain portions of the Real Estate (the "Property") to that certain Master Declaration of Protective Covenants and Restrictions for the Villages Of Winding Creek by instrument recorded August 29, 2006, in Official Record Volume 4277, Page 476 of the Warren County, Ohio Records and recorded September 26, 2006, having Instrument Number SP-I-06-089623 of the Montgomery County, Ohio Records (the "Master Declaration").
- C. The Master Declaration was subsequently amended by: (1) that certain First Amendment to Master Declaration, recorded March 22, 2007, having Instrument Number SP-I-07-023290 of the Official Records of Montgomery County, (2) by that certain Second Amendment to Master Declaration recorded July 15, 2008, having Instrument Number SP-I-08-050628 of the Official Records of Montgomery County, (3) by that certain Third Amendment to Master Declaration, recorded October 8, 2008, having Instrument Number SP-I-08-070452 of the Official Records of Montgomery County, (4) by that certain Forth Amendment to Master Declaration, recorded July 27, 2010, having Instrument Number SP-I-10-044133 of the Official Records of Montgomery County and Warren County Official Record Volume Vol. 5121 Page 186, and (5) by the Fifth Amendment to Master Declaration recorded on July 25, 2011 having Instrument Number SP-I-11-043126 of the Official Records of Montgomery County and Warren County Official Record Volume 5354 Page 624 (collectively, the "Prior

Amendments”).

D. Declarant now desires to amend the Master Declaration in accordance with the terms and conditions set forth below.

AMENDMENTS

1. The fourth sentence of Section 4.6 is hereby revised as follows:

“Each Lot type will conform to the specific requirements set forth in **Sections 4.6.4 through 4.6.12** as set forth below.”

2. Section 4.6.12 is hereby added to the Declaration, and such section shall state as follows:

“The exterior finishes for the average lots identified as 55', 70' and 90' lots shall be guided by the following requirements:

A. Front Elevations shall be comprised of one or more of the following material options:

- i. Full Brick (100%);
- ii. Full Stone (100%);
- iii. Combination of brick and stone (totaling 100%); or
- iv. Minimum if 25% brick or stone, inclusive of a three foot water ledge of brick or stone. Maximum of 75% with varied patterns of cementitious fiberboard.

B. Side and Rear Elevations for first floor of a single story or two story dwelling unit shall be comprised of one of the following material options:

- i. Full Brick (100%);
- ii. Full Stone (100%).

C. Side and Rear Elevations for the second story of a two story dwelling unit shall be comprised of one of the following materials options:

- i. Full Brick (100%);
- ii. Full Stone (100%); or
- iii. Cementitious fiberboard (100%).

D. Trim Materials shall be comprised of one or more of the following materials:

- i. Reinforced Vinyl;
- ii. Aluminum;
- iii. Wood sheathed in vinyl or aluminum;
- iv. EFIS; or
- v. Cementitious fiberboard.

E. Roof materials shall be comprised of dimensional asphalt shingles.

F. Accent roof materials shall be comprised of one or more of the following materials:

- i. Dimensional asphalt shingles;
- ii. Standing seam metal;
- iii. Painted metal; or
- iv. Copper.”

3. The following language shall be added to the end of **Section 4.11** to clarify ambiguity therein:

“A Portable basketball goal is one that has a very large footprint, is usually filled with water or sand, is on wheels, and can be moved when necessary. A Semi-Portable or Semi-Permanent basketball goal has an in-ground mounting system, with a very small footprint. A Semi-Portable or Semi-Permanent basketball goal does not contain wheels. A Semi-Portable or Semi-Permanent basketball goal may be set in concrete, but they can be disconnected and moved to another location if need be.”

4. The following language shall be added to the end of **Section 4.14** to clarify ambiguity therein:

“No trampolines shall be permitted on any Lot.”

5. The amendments to Section 4.6 are made pursuant to the authority granted in Section 14(ii) of the Master Declaration. The amendments to Section 4.11 and Section 4.14 are necessary to clarify ambiguity therein and are thus made pursuant to the authority granted to the Declarant in Section 14.1.1,

6. To the extent any terms or provisions of this Sixth Amendment conflict with or contradict the Master Declaration or the Prior Amendments, the terms of this Sixth Amendment shall prevail.

7. The Master Declaration, as amended by the Prior Amendments and by this Sixth Amendment, remains in full force and effect. Except as expressly modified herein, the Declarant does hereby confirm and ratify the Master Declaration and all of the terms, covenants and conditions set forth therein.

8. The capitalized terms set forth herein shall have the same meaning as specified in the Master Declaration, unless otherwise defined in this Sixth Amendment.

**[This portion intentionally left blank]
[Signature page to follow immediately hereafter]**

Declarant has caused this Sixth Amendment to be executed effective as of the date first written above.

DECLARANT:

VWC HOLDINGS, LTD.,
an Ohio limited liability company

By: WINDING CREEK PROPERTIES II, LLC,
an Ohio limited liability company

By: 
David C. Oakes, Manager

STATE OF OHIO :
 :SS
COUNTY OF MONTGOMERY :

BE IT REMEMBERED, that the foregoing instrument was acknowledged before me, a notary public in and for said state, this 28th day of Aug, 2013, by David C. Oakes, the Manager of Winding Creek Properties, LLC, an Ohio limited liability company, member of VWC Holdings, Ltd., an Ohio limited liability company, on behalf of the company.



LORI L. MCELROY, Notary Public
In and for the State of Ohio
My Commission Expires Nov. 2, 2016


Notary Public
My Commission Expires: 11/2/16

This Instrument Prepared By:
Lindi B. Shane, Esq.
Taft Stettinius & Hollister LLP
40 North Main Street, Suite 1700
Dayton, Ohio 45423
937.228.2838

SR 133-66
5-27C; 5-27D
5-27G; 5-27H
5-J
6/19/08

DESCRIPTION OF
359.419 ACRES
in Sec. 21 and Sec. 27 T. 3, R. 5, M.Rs.
WARREN COUNTY, OHIO
MAY 16, 2008

8

Situate in State of Ohio, County of Warren, Clearcreek Township, Part of Section 21 and Section 27, Township 3, Range 5, M.R.s, and being part of a 422.3318 acre tract which includes Parcels A & B of Delphi Estates as recorded in Plat Book 4, Page 175 as conveyed to Beazer Homes Investments LLC, a Delaware Limited Liability Company by deed of record in O.R. 3967, Page 295, (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Warren County Recorder Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing for Reference at a railroad spike (found), said spike being the centerline of State Route 48 (aka Dayton-Lebanon Pike) and the centerline of Social Row Road;

Thence S 4 ° 11' 12 " W, a distance of 1316.74 feet to a MAG nail, (set), said nail being in the centerline of said State Route 48; Thence South 4 ° 10 ' 00 " W, a distance of 2096.82 feet to a railroad spike (found), said spike being in the centerline of said State Route 48 said spike being in the west line of said 422.3318 acre tract as conveyed to Beazer Homes Investments LLC, and said spike being in the Montgomery and Warren County lines; thence leaving said centerline S 84 ° 50' 00 " E a distance of 1438.05 feet to a point, said point being the southwest corner of Creekside at The Villages of Winding Creek Subdivision Section One as recorded in Plat Book 205, Page 11, 11A and 11B, said point also being in the line common to said Montgomery and Warren Counties and also being the **POINT OF BEGINNING** of the herein described tract of land;

Thence S 84°50' 00" E, a distance of 2883.90 feet continuing along said Montgomery and Warren counties common line to a point;

Thence S 4 ° 04 ' 02 " W, a distance of 357.93 feet to a stone, found, said stone being at an angle point in said Beazer tract, and said stone being the southwest corner of Lee Snyder tract of land as conveyed in Deed Book 513, Page 117;

Thence S 84 ° 15 ' 08 " E, a distance of 1069.38 feet to a 5/8" iron pin (set), said iron pin being in the south line of a tract of land as conveyed to John T. Ross and Patricia A. Ross by deed of record in Official Record 325, Page 867, said iron pin being the northwest corner of a 14.113 acre tract of land as conveyed to John T. Ross by deed of record in Book 758, Page 630 and said iron pin being also the northeast corner of said 422.3318 acre tract;

Thence S 3 ° 47 ' 34 " W, a distance of 543.36 feet to a 5/8" iron pin (set), said iron pin at an angle point in the west line of said 14.113 acre tract, said iron pin being on the east line of said Beazer tract;

Thence S 3 ° 48 ' 32 " W, a distance of 542.86 feet to a 5/8" iron pin (set), said iron pin being the southwest corner of said 14.1113 acre tract, said iron pin being on the east line of said Beazer tract and said iron pin being also in the north line of a 28.899 acre tract of land as conveyed to Mike Farm Enterprises, Inc., an Ohio corporation by deed of record in Official Record 112, Page 276;

Thence N 87 ° 50 ' 43 " W, a distance of 922.06 feet to a 5/8" iron pin, found, said iron pin being an easterly angle point of said Beazer tract, and said iron pin being also the northwest corner of a tract of land as conveyed to Michael A. Clark and Peggy A. Clark by deed of record in Official Record 388, Page 50;

Thence S 4 ° 26 ' 10 " W, a distance of 2700.84 feet to a railroad spike, found, said spike being an angle point in the said Beazer tract, said spike being in the centerline of Lytle Five Points Road, (Warren County Road 46), and said spike being also the southwest corner of a 3.2058 acre tract of land (Tract I), as conveyed to Bradford Gardiner by deed of record in Official Record 4505, Page 218;

Thence N 87 ° 19 ' 26 " W, a distance of 25.01 feet to a railroad spike, found, said spike being an angle point of the said Beazer tract, said spike being in the centerline of said Lytle Five Points Road, and said spike being also the southeast corner of a 5.001 acre tract of land as conveyed to Michael A. Krumnauer and Cheryl M. Krumnauer by deed of record in Official Record 702, Page 30;

Thence N 4 ° 26 ' 10 " E, a distance of 1088.49 feet (a 5/8" iron pin/cap, found (bears W. 0.24 feet), and being the northeast corner of said 5.001 acre tract and being also a southeasterly corner of the said Beazer tract;

Thence N 87 ° 17 ' 57 " W, a distance of 399.96 feet to a 1/2" iron pin, found, said iron pin being a southeasterly corner of said Beazer tract and said iron pin being also the northwest corner of a 5.001 acre tract of land as conveyed to Timmy Evan Miltenberger by deed of record in Official Record 522, Page 640;

Thence S 4 ° 27 ' 35 " W, a distance of 1089.61 feet to a railroad spike (found), said spike being a southerly corner of said Beazer tract, said spike being the southwest corner of said 5.001 acre tract and said spike being also in the centerline of said Lytle Five Points Road;

Thence N 87 ° 12 ' 03 " W, a distance of 458.12 feet to railroad spike (found), said spike being a southerly corner of said Beazer tract, said the southeast corner of a 3.097 acre tract of land as conveyed to Milo Jonny Miltenberger by deed of record in Official Record 1262, Page 127 and said spike being also in the centerline of said Lytle Five Points Road;

Thence leaving said centerline, N 4 ° 18 ' 26 " E, a distance of 674.80 feet to a 5/8" iron pin, found/cap, said iron pin being along the southerly line of said Beazer tract and said iron pin being also the northeast corner of said 3.097 acre tract;

Thence N 87 ° 12 ' 03 " W, a distance of 400.00 feet a 1/2" iron pin, found, said iron pin being along the a southerly line of said Beazer tract, said iron pin being the northwest corner of a 3.098 acre tract of land as conveyed to M. Jonny Miltenberger and Janice M. Miltenberger by deed of record in Official Record 109, Page 397;

Thence S 4 ° 18 ' 26 " W, a distance of 674.80 feet to a railroad spike (found), said spike being along the southerly line of said Beazer tract, said spike being the southwest corner of said 3.098 acre tract and said spike being also in the centerline of said Lytle Five Points Road;

Thence N 87 ° 18 ' 04 " W, a distance of 491.76 feet to a railroad spike (found), said spike being along the southerly line of said Beazer tract, said spike being in the centerline of said Lytle Five Points Road; and said spike being also the southeast corner of said Delphi Estates Subdivision plat of record as recorded in Plat Book 4, Page 173;

Thence N 4 ° 02 ' 09 " E, a distance of 44.98 feet to a concrete monument, found, said concrete monument being in the south line of said Beazer tract and said concrete monument being also in the east line of said Delphi Estates Subdivision;

Thence N 4 ° 20 ' 48 " E, a distance of 223.28 feet to a concrete monument, found, said concrete monument being the northeast corner of said Delphi Estates Subdivision, said concrete monument being in the south line of said Beazer tract;

Thence along the lines common to said Beazer tract and said Delphi Estates Subdivision for the following eleven (11) described courses:

1. S 84 ° 27 ' 27 " W, a distance of 225.00 feet to a 5/8" iron pin, found;
2. S 4 ° 20 ' 16 " W, a distance of 193.45 feet to a 5/8" iron pin, found and being along the east line of Parcel B as denoted on said Delphi Estates Plat;
3. Continuing along the east line of said Parcel B, along the arc of a curve to the left, said curve having a radius of 25.00 feet, a delta angle of 99 ° 51 ' 52 " , the chord of said curve that bears S 45 ° 35 ' 40 " E, a chord distance of 38.26 feet to a 5/8" iron pin/cap, found, said iron pin being a point of tangency, and

said iron pin being also in the north right-of-way line of said Lytle Five Points Road;

4. Continuing along the south line of said Parcel B and the northerly line of Lytle Five Points Road, thence S 84 ° 28 ' 24 " W, a distance of 101.58 feet to a 5/8" iron pin/cap, found, said iron pin being also a point of curvature;
5. Continuing along the west line of said Parcel B, leaving said north line, along the arc of a curve to the left, said curve having a radius of 25.00 feet, a delta angle of 80 ° 09 ' 52 " , the chord of said curve that bears N 44 ° 26 ' 29 " E, a chord distance of 32.19 feet to a 5/8" iron pin, found, said iron pin being also a point of tangency;
6. Continuing along the west line of said Parcel B, thence N 4 ° 21 ' 33 " E, a distance of 202.18 feet, to a 5/8" iron pin, found;
7. Thence S 84 ° 30 ' 33 " W, a distance of 1776.25 feet to a 5/8" iron pin/cap, found, said pin also being along the east line of Parcel A as denoted on said Delphi Estates;
8. Continuing along the east line of said Parcel A, thence S 3 ° 59 ' 34 " W, a distance of 193.58 feet to a 5/8" iron pin/cap, found, said iron pin being also a point of curvature;
9. Along the arc of a curve to the left, said curve having a radius of 25.00 feet, a delta angle of 99 ° 33 ' 24 " , the chord of said curve that bears S 45 ° 47 ' 08 " E, a chord distance of 38.18 feet to a 5/8" iron pin, found, said iron pin being a point of tangency and said iron pin being also in the north right-of-way line of said Lytle Five Points Road and being the south line of Parcel A;
10. Thence S 84 ° 32 ' 47 " W, a distance of 80.35 feet to a 5/8" iron pin. Found said iron pin being also the southeast corner of a tract of land as conveyed to Butterfield Enterprises, Inc. by deed of record in Official Record 4663, Page 127;
11. Thence N 6 ° 30 ' 57 " E, a distance of 223.15 feet, leaving said north right-of-way line of Lytle Five Points Road and continuing along the west line of Parcel A, to a point said point being an angle point in the east line of said Butterfield tract and the westerly line of said Beazer tract;

Thence N 3 ° 11 ' 52 " E, a distance of 697.10 feet to a 5/8" iron pin, found, said iron pin being along the westerly line of said Beazer tract and said iron pin being also the northeast corner of said 9.224 acre tract;

Thence S 84 ° 29 ' 12 " W, a distance of 257.65 feet to a 5/8" iron pin (found), said iron pin being in the westerly line of said Beazer tract and said iron pin being also in the east line of a tract of land as conveyed to Far Hills Investments, LLC by deed of record in Book 4111, Page 796;

Thence N 4 ° 00 ' 21 " E, a distance of 30.00 feet to a 5/8" iron pin (found), said iron pin being in the westerly line of said Beazer tract and said iron pin being also the northeast corner of said Far Hills tract;

Thence S 84 ° 29 ' 42 " W, a distance of 361.13 feet to a railroad spike (found), said spike being in the westerly line of said Beazer tract, said spike being the northwest corner of said Far Hills tract and said spike being also in the centerline of said State Route 48;

Thence N 4 ° 00 ' 21 " E, a distance of 50.70 feet to a railroad spike (found), said spike being in the westerly line of said Beazer tract, said spike being in the centerline of said State Route 48 and said spike being also southwest corner of a 1.062 acre tract of land as conveyed to Soundfold, Inc. by deed of record in Official Record 1537, Page 392;

Thence N 84 ° 29 ' 42 " E, a distance of 361.13 feet (a 5/8" iron pin, found, bears N. 0.18 feet), being in the westerly line of said Beazer tract and being also the southeast corner of said 1.062 acre tract;

Thence N 3 ° 59 ' 36 " E, a distance of 130.00 feet to a 5/8" iron pin, found/cap, said iron pin being in a westerly line of said Beazer tract and said iron pin being also the northeast corner of said 1.062 acre tract;

Thence along the lines common to said Beazer tract and The Villages of Winding Creek The Meadows at Winding Creek Section One as recorded in Dedication Plat Book 79, Pages 84 and 85 and The Villages of Winding Creek Turning Leaf at Winding Creek Section One Plat Book 79, Pages 88 and 89, for the following thirty (30) described courses:

Thence N 69°06 ' 58" E, a distance of 93.45 feet along the southerly line of The Villages of Winding Creek The Meadows at Winding Creek Section One;

Thence N 59°52'53" E, a distance of 180.00 feet to an iron pin set;

Thence N 29°23'22" W a distance of 30.54 feet to an iron pin set;

Thence N 61°20'23" E a distance of 210.00 feet to an iron pin set;

Thence with a curve turning to the left with an arc length of 82.98 feet, with a radius of 990.00 feet, with a chord bearing of S 31°03'42" E, with a chord length of 82.96 feet,;

Thence N 56°32'13" E a distance of 80.00 feet;

Thence with a curve turning to the right with an arc length of 56.98 feet, with a radius of 35.00 feet, with a chord bearing of N 13°10'30" E, with a chord length of 50.89 feet,;

Thence N 59°48'46" E a distance of 18.70 feet;

Thence with a curve turning to the left with an arc length of 117.89 feet, with a radius of 855.00 feet, with a chord bearing of S 35°08'33" E, with a chord length of 117.80 feet,;

Thence N 50°54'26" E a distance of 150.00 feet;

Thence with a curve turning to the left with an arc length of 54.81 feet, with a radius of 705.00 feet, with a chord bearing of S 41°19'12" E, with a chord length of 54.79 feet and leaving said southerly line of said The Villages of Winding Creek The Meadows at Winding Creek Section One;

Thence N 46°27'11" E a distance of 30.00 feet to an iron pin set, said iron pin being southerly line of The Villages of Winding Creek Turning Leaf at Winding Creek Section One as recorded in Plat Book 79, Pages 88 and 89 in the Warren County Recorders' Office;

Thence with a curve turning to the right with an arc length of 104.60 feet, with a radius of 675.00 feet, with a chord bearing of N 39°06'27" W, with a chord length of 104.50 feet,;

Thence with a compound curve turning to the right with an arc length of 57.72 feet, with a radius of 35.00 feet, with a chord bearing of N 12°34'21" E, with a chord length of 51.39 feet,;

Thence N 30°11'14" W a distance of 30.00 feet;

Thence with a curve turning to the right with an arc length of 57.72 feet, with a radius of 35.00 feet, with a chord bearing of N 72°56'48" W, with a chord length of 51.39 feet,;

Thence with a compound curve turning to the right with an arc length of 105.08 feet, with a radius of 675.00 feet, with a chord bearing of N 21°14'48" W, with a chord length of 104.98 feet,;

Thence N 73°12'48" E a distance of 203.47 feet;

Thence N 37°07'48" W a distance of 44.79 feet;

Thence N 11°22'40" W a distance of 65.40 feet;

thence N 02°08'44" W a distance of 157.98 feet;

Thence N 16°42'48" W a distance of 104.82 feet;

Thence N 26°30'47" E a distance of 83.76 feet;

Thence N 51°25'35" E a distance of 195.36 feet;

Thence N 38°39'11" W a distance of 150.00 feet;

Thence with a curve turning to the right with an arc length of 48.07 feet, with a radius of 185.00 feet, with a chord bearing of N 58°52'14" E, with a chord length of 47.94 feet,;

Thence N 23°41'07" W a distance of 30.00 feet;

Thence N 23°41'07" W a distance of 162.68 feet;

Thence N 33°47'22" W a distance of 23.48 feet;

Thence with a curve turning to the left with an arc length of 38.32 feet, with a radius of 460.68 feet, with a chord bearing of S 53°49'40" W, with a chord length of 38.31 feet and leaving said Turning Leaf Subdivision;

thence S 51°25'35" W a distance of 96.78 feet to an iron pin set, said iron pin being along the northerly right-of-way line of Stone Creek Boulevard as recorded by the Dedication Plat as recorded in Warren County Records Office;

Thence along the lines common to said Beazer tract and the northerly right-of-way of Stone Creek Boulevard for the following seventeen (17) described courses:

Thence N 38°34'25" W a distance of 80.00 feet;

Thence S 51°25'35" W a distance of 13.80 feet;

Thence with a curve turning to the right with an arc length of 62.06 feet, with a radius of 36.77 feet, with a chord bearing of N 79°08'36" W, with a chord length of 54.95 feet,;

Thence S 45°28'31" W a distance of 30.00 feet;

Thence with a curve turning to the right with an arc length of 58.61 feet, with a radius of 35.00 feet, with a chord bearing of S 03°27'03" W, with a chord length of 52.00 feet,;

Thence S 51°25'35" W a distance of 40.82 feet;

Thence with a curve turning to the right with an arc length of 500.34 feet, with a radius of 660.00 feet, with a chord bearing of S 73°08'39" W, with a chord length of 488.45 feet,;

Thence N 85°08'17" W a distance of 240.15 feet;

Thence with a curve turning to the right with an arc length of 38.92 feet, with a radius of 25.00 feet, with a chord bearing of N 40°32'00" W, with a chord length of 35.11 feet;

Thence leaving said right-of-way N 04°04'17" E a distance of 252.34 feet;

Thence N 85°58'51" E a distance of 564.52 feet to an iron pin found;

Thence N 10°54'01" E a distance of 4.27 feet to a point;

Thence N 03°57'15" E a distance of 683.18 feet to an iron pin found;

Thence S $86^{\circ}14'24''$ W a distance of 563.22 feet to a point, said point being in the easterly line of said State Route 48;

Thence N $04^{\circ}10'00''$ E a distance of 623.16 feet along the easterly line of State Route 48 to a point;

Thence along the south line of The Villages Of Winding Creek The Legacy of Winding Creek as recorded in Plat Book 78, Pages 28 and 29 as recorded in Warren County Recorders' Office, thence along the lines common to said Beazer tract and The Legacy for the following thirty-one (31) described courses:

Thence leaving said easterly line of State Route 48, S $85^{\circ}50'00''$ E a distance of 398.83 feet;

Thence S $04^{\circ}10'00''$ W a distance of 160.00 feet;

Thence S $85^{\circ}50'00''$ E a distance of 40.00 feet;

Thence S $04^{\circ}10'00''$ W a distance of 130.00 feet;

Thence S $85^{\circ}50'00''$ E a distance of 500.00 feet;

Thence N $04^{\circ}10'00''$ E a distance of 10.05 feet;

Thence S $86^{\circ}21'09''$ E a distance of 118.03 feet;

Thence S $03^{\circ}57'15''$ W a distance of 12.73 feet;

Thence N $83^{\circ}57'30''$ E a distance of 90.51 feet;

Thence N $73^{\circ}33'13''$ E a distance of 78.06 feet;

Thence N $63^{\circ}32'12''$ E a distance of 78.06 feet;

Thence N $53^{\circ}31'12''$ E a distance of 78.06 feet;

Thence N $41^{\circ}29'18''$ W a distance of 132.05 feet;

Thence with a curve turning to the left with an arc length of 126.37 feet, with a radius of 315.00 feet, with a chord bearing of N $37^{\circ}01'09''$ E, with a chord length of 125.52 feet;

Thence N $25^{\circ}31'36''$ E a distance of 121.97 feet;

Thence with a curve turning to the right with an arc length of 241.98 feet, with a radius of 385.00 feet, with a chord bearing of N $43^{\circ}31'56''$ E, with a chord length of 238.01 feet;

Thence with a compound curve turning to the right with an arc length of 43.83 feet, with a radius of 35.01 feet, with a chord bearing of S $81^{\circ}58'30''$ E, with a chord length of 41.02 feet;

Thence with a reverse curve turning to the left with an arc length of 99.51 feet, with a radius of 130.00 feet, with a chord bearing of S $68^{\circ}01'53''$ E, with a chord length of 97.10 feet;

Thence with a reverse curve turning to the right with an arc length of 38.46 feet, with a radius of 35.00 feet, with a chord bearing of S $58^{\circ}28'43''$ E, with a chord length of 36.56 feet;

Thence N $63^{\circ}00'13''$ E a distance of 80.00 feet;

Thence with a curve turning to the right with an arc length of 38.46 feet, with a radius of 35.00 feet, with a chord bearing of N $04^{\circ}29'09''$ E, with a chord length of 36.56 feet;

Thence with a reverse curve turning to the left with an arc length of 96.05 feet, with a radius of 130.00 feet, with a chord bearing of N $14^{\circ}48'05''$ E, with a chord length of 93.88 feet;

Thence with a reverse curve turning to the right with an arc length of 47.08 feet, with a radius of 35.21 feet, with a chord bearing of N 27°50'01" E, with a chord length of 43.65 feet;

Thence with a compound curve turning to the right with an arc length of 37.35 feet, with a radius of 832.66 feet, with a chord bearing of N 66°02'22" E, with a chord length of 37.35 feet;

Thence N 22°37'44" W a distance of 30.00 feet;

Thence with a curve turning to the left with an arc length of 39.04 feet, with a radius of 815.00 feet, with a chord bearing of S 65°59'56" W, with a chord length of 39.03 feet;

Thence with a reverse curve turning to the right with an arc length of 44.47 feet, with a radius of 35.00 feet, with a chord bearing of N 78°58'18" W, with a chord length of 41.54 feet;

Thence with a reverse curve turning to the left with an arc length of 134.01 feet, with a radius of 130.00 feet, with a chord bearing of N 72°06'09" W, with a chord length of 128.16 feet;

Thence with a reverse curve turning to the right with an arc length of 34.91 feet, with a radius of 35.00 feet, with a chord bearing of N 73°03'26" W, with a chord length of 33.48 feet;

Thence with a reverse curve turning to the left with an arc length of 192.56 feet, with a radius of 415.00 feet, with a chord bearing of N 57°46'21" W, with a chord length of 190.84 feet;

Thence with a reverse curve turning to the right with an arc length of 52.15 feet, with a radius of 35.00 feet, with a chord bearing of N 28°22'43" W, with a chord length of 47.46 feet;

Thence N 14°18'28" E a distance of 7.47 feet to the **POINT OF BEGINNING**, containing 359.419 acres, more or less, of which 178.661 acres lies in Section 27, 180.235 acres lies in Section 21, 0.263 acres Parcel B lies in Delphi Estates and 0.260 acres Parcel A lies in Delphi Estates, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

The Basis of Bearing in this description is the centerline of State Route 48 (Dayton-Lebanon Pike), being S4°10'00"W as shown in deed of record MF#90-0083A01 in the Montgomery County Recorders' Office and as shown on the Record of Land Surveys in the Warren County Engineers' Office on Survey Volume 75, Plat No. 50 and the Montgomery County Engineers' Office on Survey SUR 90-2.

This above description is the result of a survey prepared by Lois A. Brunty, Stantec Consulting Services, Inc. Registered Professional Surveyor Number S-7679 of the State of Ohio, the survey plat of which is filed in Volume 33, Plat, Page 60 of the Warren County Engineer's Record of Land Division.

Prepared by:

05-27-410-010 R/N

Stantec Consulting Services Inc.

[Signature]

Lois A. Brunty June 19, 2008
Lois A. Brunty, S-7679 Date



067-38-9-3
067-38-5-1
067-38-10-59,52,
64,74
76th 103
N.S.

DESCRIPTION OF
187.517 ACRES
IN S.21, S.27 AND S.28 T 3, R 5, M.R.s.
MONTGOMERY COUNTY, OHIO
AUGUST 4, 2005

Situate in State of Ohio, County of Montgomery, Washington Township, Part of Section 21, Section 27 and Section 28, Township 3, Range 5, M.R.s, being all of the following Montgomery County Recorders Office deeds of record: being a 0.077 acre tract of land as conveyed to Earl R. Schatzman by deed of record in Deed Microfiche #90-0093A06, being all of lands (311.841 acres) as conveyed to Earl R. Schatzman by the following deeds of record in Deed Microfiche #90-0082D07, #90-0093E01, #90-0083A01, being all a 10.346 acre tract as conveyed to Earl R. Schatzman and Carol L. Schatzman by deed of record in Deed Microfiche # 90-0561D10, being all of a 28,700 acre tract of land as conveyed to Earl R. Schatzman and Carol L. Schatzman by deed of record in Deed Microfiche # 90-0561D12, (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Montgomery County Recorder's Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing for Reference at a railroad spike (found), said spike being the centerline of State Route 48 (aka Dayton-Lebanon Pike) and the centerline of Social Row Road;

Thence South 4 degrees 11 minutes 12 seconds West, a distance of 1316.74 feet to a MAG nail, (set), said nail being in the centerline of said State Route 48, said nail being a northwest corner of said 0.077 acre tract, said nail being the southwest corner of a 1.165 acre tract of land as conveyed to Centerville Alliance Church, The Christian and Missionary Alliance in DMF#77-097A05, and said nail being also the POINT OF BEGINNING of the herein described tract of land;

Thence South 84 degrees 40 minutes 14 seconds East, a distance of 868.21 feet (passing an iron pin found at 132.04' 0.11' south), along the lines common to said 1.165 acre tract and the northerly line of said 0.077 and 311.481 acre Schatzman tracts (a 5/8" iron pin, found, bears SE 1.06'), and being also a southeasterly corner of a 1.798 acre tract of land as conveyed to Centerville Community Church by deed of record in DMF#88-0463C04;

Thence North 4 degrees 12 minutes 38 seconds East, a distance of 251.74 feet along the northerly line of said 311.481 acre Schatzman tract and the easterly line of said 1.798 acre tract (a 3/4" iron pin, found, bears SE 0.54'), being in the south line of a 5.78 acre tract of land as conveyed to Nolan G. Graham and Mary L. Graham by deed of record in Inst#02-151591 and being also in a northerly line of said 311.481 acre Schatzman tract;

Thence South 85 degrees 54 minutes 52 seconds East, a distance of 697.64 feet to a 5/8" iron pin (set), said iron pin being a northerly corner of said 311.481 acre Schatzman tract, and said iron pin being also the southeast corner of a 7.38 tract of land as conveyed to Nolan G. Graham and Mary L. Graham by deed of record in DMF#94-0156B04;

Thence North 3 degrees 12 minutes 21 seconds East, a distance of 981.13 feet to a 5/8" iron pin (set), said iron pin being a northwesterly corner of said 10.346 acre tract, said iron pin being the northeast corner of a 2.391 acre tract as conveyed to Robert F. Wood and Evelyn D. Wood by deed of record in DMF#74-618C10, said iron pin being a southeasterly corner of a 0.126 acre tract as conveyed to The Board of County Commissioners of Montgomery County, Ohio by deed of record in DMF#89-0231C09 for road improvement purposes of Social Row Road (right-of-way varies), and said iron pin being also the southwest corner of a 0.125 acre tract as conveyed to The Board of County Commissioners of Montgomery County, Ohio by deed of record in DMF#89-0231C04 for road improvement purposes;

Thence South 85 degrees 47 minutes 47 seconds East, a distance of 155.19 feet to a 5/8" iron pin (set), said iron pin being a northerly corner of said 10.346 acre tract, said iron pin being the southeast corner of said 0.125 acre tract and said iron pin being also in the south line of said Social Row Road;

Thence North 6 degrees 24 minutes 55 seconds East, a distance of 32.00 feet to a MAG nail (set), said MAG nail being a northerly corner of said 10.346 acre tract, said MAG nail being

the northeast corner of said 0.125 acre tract, and said iron pin being also in the centerline of said Social Row Road;

Thence South 83 degrees 35 minutes 05 seconds East, a distance of 448.44 feet to a MAG nail (set), said MAG nail being the northeast corner of said 28.700 acre tract, said MAG nail being the northwest corner of a tract of land as conveyed to Centerville Grace Brethren Church by deed of record in DMF#78-319B07, said MAG nail being also in the centerline of said Social Row Road;

Thence South 3 degrees 02 minutes 33 seconds West, a distance of 1827.81 feet (passing an iron pin, found, at 29.68' that bears 0.61' E) to a 5/8" iron pin (set), said iron pin being the southwest corner of said Centerville Grace Brethren Church lands, and said iron pin being also a southeasterly corner of said 28.700 acre tract;

Thence North 87 degrees 36 minutes 28 seconds East, a distance of 480.94 feet to a 1/2" iron rod, (found in base of tree), said iron rod being a southeast corner of said Centerville Grace Brethren Church lands, said iron rod being in the west line of Chelsea Trace Subdivision Section Five, plat of record as recorded in Plat Book 181 Page 27, said iron rod being a southeasterly corner of said 28.700 acre tract, and said iron rod being also the southeast corner of Section 28;

Thence South 3 degrees 28 minutes 35 seconds West, a distance of 518.35 feet to a 3/4" iron pin, found, said iron pin being the southeast corner of said 28.700 acre tract, said iron pin being the southwest corner of said Chelsea Trace Subdivision Section Five and said iron pin being also a northeasterly corner of said 311.841 acre Schatzman tract;

Thence South 88 degrees 44 minutes 00 seconds East, a distance of 1647.47 feet to a 5/8" iron pin (set), said iron pin being a northeasterly corner of said 311.841 acre Schatzman tract, said iron pin being the south line of Chelsea Trace Subdivision Section Four, plat of record as recorded in Plat Book 176 Page 53 and said iron pin being also the northwest corner of a 43.091 acre tract of land as conveyed to Lee E. Snyder by deed of record in DMF#71-079C11;

Thence South 4 degrees 04 minutes 02 seconds West, a distance of 1195.15 feet to a point, said point being the southwest corner of said 43.091 acre tract, said point being in an easterly line of said 311.841 acre Schatzman tract, said point being the northwest corner of a tract of land as conveyed to Lee Snyder by deed of record in Deed Book 513, Page 117 and said point being also in the Montgomery and Warren County lines;

Thence North 84 degrees 50 minutes 00 seconds West a distance of 4321.95 feet to a railroad spike (found), said railroad spike being in the line common to said 311.841 acre Schatzman tract and the centerline of said State Route 48;

Thence North 4 degrees 10 minutes 00 seconds East, a distance of 2096.82 feet to the POINT OF BEGINNING, containing 187.517 acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

The Basis of Bearing in this description is the centerline of State Route 48 (Dayton-Lebanon Pike), being S4°10'00"W as shown in deed of record MF#90-0083A01 in the Montgomery County Recorder's Office, and as shown on the Record of Land Surveys in the Warren County Engineer's Office on Survey Volume 75, Plat No. 50 and the Montgomery County Engineer's Office on Survey SUR 90-2.

This description is based on an actual field survey in August and September, 2003, and recorded in the Montgomery County Engineer's Record of Land Surveys in Volume 2005, Page 0284 under my direct supervision, Michael J. Purtee, Registered Professional Surveyor number S-7424 of the State of Ohio, and that all monuments found or set, correctly represents the boundaries herein described.

Prepared by:
R.M. ZANDE & ASSOCIATES
[Signature]
Michael J. Purtee
Ohio Professional Surveyor No. 7424
P:\C1005sf\1610 AC\Survey\Legal\Description1 ac.doc

8.04.05*
Date



KARL L. KEITH
MONTGOMERY COUNTY AUDITOR
NEW SURVEY
By *[Signature]* Date 8/26/05

JOSEPH LIVIN, PE, PS.
MONTGOMERY COUNTY ENGINEER
DAYTON, OHIO
APPROVED
BY *[Signature]* DATE 8/11/05
FILE NO. 05-0284

The Villages of Winding Creek The Boulevards at Winding Creek Section One

Situated in Section 27, Town 3, Range 5 B.T.M.R.'s, Clearcreek Township, Warren County, Ohio, Being all lot numbers 180 – 229, Reserve P, R, S, T, U, V, W, X, Y, Z, AA, BB of The Villages of Winding Creek The Boulevards at Winding Creek Section One as the same is known and designated on the record plat of the subdivision Plat Book 87, Page 30, 31, 32 and 33 of the records of Warren County, Ohio.

Lot #	Sidwell	Lot #	Sidwell
180	05-27-216-017	211	05-27-280-004
181	05-27-216-018	212	05-27-280-005
182	05-27-216- 020 019	213	05-27-280-006
183	05-27-216- 021 020	214	05-27-280-007
184	05-27-216- 022 021	215	05-27-280-008
185	05-27-216-022	216	05-27-280-009
186	05-27-216-023	217	05-27-280-010
187	05-27-216-024	218	05-27-280-011
188	05-27-216-025	219	05-27-280-012
189	05-27-216-026	220	05-27-215-002
190	05-27-216-027	221	05-27-215-003
191	05-27-216-028	222	05-27-215-004
192	05-27-216-029	223	05-27-215-005
193	05-27-216-030	224	05-27-215-006
194	05-27-216-031	225	05-27-215-007
195	05-27-216-032	226	05-27-215-008
196	05-27-216-033	227	05-27-215-009
197	05-27-216-034	228	05-27-215-010
198	05-27-216-035	229	05-27-215-011
199	05-27-216-036	Reserve "P"	05-27-216-044
200	05-27-216-037	Reserve "R"	05-27-285-001
201	05-27-216-038	Reserve "S"	05-27-280-013
202	05-27-216-039	Reserve "T"	05-27-216-045
203	05-27-216-040	Reserve "U"	05-27-215-012
204	05-27-216-041	Reserve "V"	05-27-215-013
205	05-27-216-042	Reserve "W"	05-27-215-014
206	05-27-216-043	Reserve "X"	05-27-280-014
207	05-27-251-033	Reserve "Y"	05-27-280-015
208	05-27-280-001	Reserve "Z"	05-27-285-002
209	05-27-280-002	Reserve "AA"	05-27-285-003
210	05-27-280-003	Reserve "BB"	05-27-285-004

SC for all

The Villages of Winding Creek The Boulevards at Winding Creek Section Two

Situated in Section 21 & 27, Town 3 east, Range 5 north B.T.M.R.'s, Clearcreek Township, Warren County, Ohio, Being lot number 230, Being all of The Villages of Winding Creek The Boulevards at Winding Creek Section Two as the same is known and designated on the record plat of the subdivision Plat Book 87, Page 42 & 43 of the records of Warren County, Ohio.

Lot #	Sidwell
230	05-27-215-015 

Legal Description

The Villages of Winding Creek Turning Leaf at Winding Creek Section One

Situated in Section 27, Range 5, Town 3 M.R.S., Clearcreek Township Warren County Ohio, Being Lot numbers 87-110 of The Villages of Winding Creek, Turning Leaf at Winding Creek Section One as the same is numbered, designated and known on the record plat for Section One of Turning Leaf at Winding Creek, which is recorded at Plat Book 79 Page 88 of the Records of Warren County, Ohio.

SIDWELL #	Lot #
05-27-408-001	87
05-27-408-002	88
05-27-408-003	89
05-27-408-004	90
05-27-408-005	91
05-27-408-006	92
05-27-408-007	93
05-27-408-008	94
05-27-408-009	95
05-27-408-010	96
05-27-408-011	97
05-27-408-012	98
05-27-408-013	99
05-27-408-014	100
05-27-420-001	101
05-27-410-001	102
05-27-410-002	103
05-27-410-003	104
05-27-410-004	105
05-27-410-005	106
05-27-410-006	107
05-27-410-007	108
05-27-410-008	109
05-27-410-009	110

For all

Legal Description

The Villages of Winding Creek Turning Leaf at Winding Creek Section Two

Situated in Section ²⁷27, Range 5, Town 3 M.R.S., Clearcreek Township Warren County Ohio - Being Lot numbers 111-133 of The Villages of Winding Creek, Turning Leaf at Winding Creek Section Two as the same is numbered, designated and known on the record plat for Section Two of Turning Leaf at Winding Creek, which is recorded at Plat Book 84 Page 69 and 70 of the Records of Warren County, Ohio.

SIDWELL #	Lot #
05-27-410-011	111
05-27-410-012	112
05-27-410-013	113
05-27-410-014	114
05-27-410-015	115
05-27-410-016	116
05-27-410-017	117
05-27-410-018	118
05-27-410-019	119
05-27-408-016	120
05-27-408-017	121
05-27-408-018	122
05-27-408-019	123
05-27-408-020	124
05-27-408-021	125
05-27-408-022	126
05-27-408-023	127
05-27-408-024	128
05-27-408-025	129
05-27-408-026	130
05-27-408-027	131
05-27-408-028	132
05-27-408-029	133

*See
for all*

Legal Description

The Villages of Winding Creek The Meadows at Winding Creek Section One

Situated in Section 27, Range 5, Town 3 M.R.S., Clearcreek Township Warren County Ohio, Being Lot numbers 65-86 of The Villages of Winding Creek, The Meadows at Winding Creek Section One as the same is numbered, designated and known on the record plat ~~for Section One of Turning Leaf at Winding Creek~~, which is recorded at Plat Book 79 Page 86 of the Records of Warren County, Ohio.

SIDWELL #	Lot #
05-27-401-007	65
05-27-401-008	66
05-27-401-009	67
05-27-401-010	68
05-27-401-011	69
05-27-401-012	70
05-27-401-013	71
05-27-401-014	72
05-27-401-015	73
05-27-401-016	74
05-27-401-017	75
05-27-401-018	76
05-27-405-001	77
05-27-405-002	78
05-27-405-003	79
05-27-405-004	80
05-27-405-005	81
05-27-401-019	82
05-27-401-020	83
05-27-401-021	84
05-27-401-022	85
05-27-401-023	86

*Set
for all*

Exhibit A

Situates in Section 27, Town 3, Range 5 M.R.S., Clearcreek Township, Warren County, Ohio and being Lots 38 through 64, and Reserve Lots J, K & L of The Villages of Winding Creek The Legacy at Winding Creek Section One, as recorded in Plat Book 78, Pages 28-29 of the Warren County, Ohio Recorder's office.

Auditor's Parcel No.:

- 05-27-200-039 (Reserve J)-
- 05-27-200-040 (Lot 38)-
- 05-27-200-041 (Lot 39)-
- 05-27-200-042 (Lot 40)-
- 05-27-200-043 (Lot 41)-
- 05-27-200-044 (Lot 42)-
- 05-27-200-045 (Lot 43)-
- 05-27-200-046 (Lot 44)-
- 05-27-200-047 (Lot 45)-
- 05-27-200-048 (Lot 46)-
- 05-27-200-049 (Lot 47)-
- 05-27-200-050 (Lot 48)-
- 05-27-200-051 (Lot 49)-
- 05-27-200-052 (Lot 50)-
- 05-27-200-053 (Lot 51)-
- 05-27-251-001 (Lot 52)-
- 05-27-251-002 (Lot 53)-
- 05-27-251-003 (Lot 54)-
- 05-27-251-004 (Lot 55)-
- 05-27-251-005 (Lot 56)-
- 05-27-251-006 (Lot 57)-
- 05-27-251-007 (Lot 58)-
- 05-27-251-008 (Lot 59)-
- 05-27-251-009 (Lot 60)-
- 05-27-251-010 (Reserve K)-
- 05-27-216-002 (Reserve L)-
- 05-27-216-003 (Lot 61)-
- 05-27-216-004 (Lot 62)-
- 05-27-216-005 (Lot 63)-
- 05-27-216-006 (Lot 64)-

for all

Legal Description

The Villages of Winding Creek The Legacy at Winding Creek Section Two

Situated in Section 27, Range 5, Town 3 M.R.S., Clearcreek Township Warren County Ohio, Being Lot numbers 134-179 and Reserve lot "O" of The Villages of Winding Creek, The Legacy at Winding Creek Section Two as the same is numbered, designated and known on the record plat for Section Two of The Legacy at Winding Creek, which is recorded at Plat Book 84 Page 71 and 72 of the Records of Warren County, Ohio.

SIDWELL #	Lot #	SIDWELL #	Lot #
05-27-220-001	134	05-27-251-011	158
05-27-220-002	135	05-27-251-012	159
05-27-220-003	136	05-27-251-013	160
05-27-220-004	137	05-27-251-014	161
05-27-220-005	138	05-27-251-015	162
05-27-220-006	139	05-27-251-016	163
05-27-220-007	140	05-27-251-017	164
05-27-220-008	141	05-27-251-018	165
05-27-220-009	142	05-27-251-019	166
05-27-220-010	143	05-27-251-020	167
05-27-220-011	144	05-27-251-021	168
05-27-220-012	145	05-27-251-022	169
05-27-220-013	146	05-27-251-023	170
05-27-220-014	147	05-27-251-024	171
05-27-216-007	148	05-27-251-025	172
05-27-216-008	149	05-27-251-026	173
05-27-216-009	150	05-27-251-027	174
05-27-216-010	151	05-27-251-028	175
05-27-216-011	152	05-27-251-029	176
05-27-216-012	153	05-27-251-030	177
05-27-216-013	154	05-27-251-031	178
05-27-216-014	155	05-27-251-032	179
05-27-216-015	156	05-27-220-015	Reserve "O"
05-27-216-016	157		



TRANSFER NOT NECESSARY
NICK NELSON, AUDITOR
WARREN COUNTY, OHIO

OCT 23 2013

NICK NELSON
AUDITOR, WARREN CO. OHIO

LINDA OUA - WARREN COUNTY RECORDER
Doc #: 939825 Type: AMEND COVARS 54p/m DECL
Filed: 10/23/2013 13:19:49 \$ 104.00
UR Volume: 5932 Page: 175 Return: M
Rec#: 72065 Pages: 9
CESO INC

9
104*

EIGHTH SUPPLEMENT TO
THE MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR THE VILLAGES OF WINDING CREEK
(The Boulevards Section 1, Warren County, Ohio)
(The Boulevards Section 2, Warren County, Ohio)
(The Boulevards Section 3, Warren County, Ohio)
(Legacy Section 2, Warren County, Ohio)
(Turning Leaf Section 2, Warren County, Ohio)

THIS EIGHTH SUPPLEMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE VILLAGES OF WINDING CREEK (this "Eighth Supplement") is made this 23 day of October, 2013, by VWC HOLDINGS, LTD., an Ohio limited liability company (the "Declarant").

RECITALS

- A. Declarant is the owner of certain property located in Montgomery County, Ohio by deed recorded on August 26, 2005 at Deed Microfiche #05-086099 and Warren County, Ohio by deed recorded on August 26, 2005 in Official Record Volume 3967, Page 295 totaling 609.8493 acres of real estate (the "Real Estate").
- B. Declarant has previously subjected certain portions of the Real Estate (the "Property") to that certain Master Declaration of Protective Covenants and Restrictions for the Villages Of Winding Creek by instrument recorded August 29, 2006, in Official Record Volume 4277, Page 476 of the Warren County, Ohio Records and recorded September 26, 2006, having Instrument Number SP-I-06-089623 of the Montgomery County, Ohio Records (the "Declaration").
- C. Declarant has reserved unto itself in Article 2 of the Declaration the right to

subject additional portions of the Real Estate to the Declaration and to define which of the easements, covenants, conditions, assessments and provisions of the Declaration will apply to such newly-added property.

- D. Declarant desires to subject the property located in Warren County, Ohio attached hereto as **Exhibit A** ("Eighth Supplemental Property") to all of the easements, covenants, conditions, assessments and provisions of the Declaration.

NOW, THEREFORE, Declarant hereby declares, reserves and imposes upon the Eighth Supplemental Property, and makes the same subject to, the following covenants, conditions, restrictions, and easements:


1. **Incorporation of Recitals.** The recitations and defined terms set forth at the beginning of this Eighth Supplement are made a part hereof as though fully re-written herein.
2. **Eighth Supplemental Property is Subject to Declaration.** Pursuant to the rights of Declarant reserved in Article 2 of the Declaration, Eighth Supplemental Property is made part of the property (as defined in the Declaration) and is burdened by and benefited by all provisions of the Declaration. All capitalized terms used herein, that are not otherwise defined herein, will have the meanings ascribed to them in the Declaration. The term "Lot" as used in the Declaration includes, without limitation, each Lot of the Eighth Supplemental Property. The Lot Type (as defined in Recital F of the Declaration) and the right and privilege of use of the Master Amenities, Common Areas and Easements (as referenced in Section 9.1.2 of the Declaration) of the Eighth Supplemental Property as they apply to the Eighth Supplemental Property are shown on **Exhibit B** to this Eighth Supplement.
3. **Rights of Declarant Reserved.** Notwithstanding any provision of this Eighth Supplement, all of the rights of the Declaration remain reserved in Declarant.
4. **Restrictions on Use, Design and Construction.** Without limiting the generality of Article 2 of this Eighth Supplement, the Eighth Supplemental Property is subject to the provisions of Article 4 of the Declaration and the owners of Lots therein must comply with all of the requirement thereof. This restriction includes, without limitation the requirement that the Eighth Supplemental Property may be used for only one single family residence per Lot.
5. **Common Areas and Easements.** Each Lot in the Eighth Supplemental Property, and each owner thereof, is benefited by and subject to the Basic Common Amenities, Common Areas and Easements and the Master Common Amenities, Common Areas and Common Easements, as set forth in Article 9 of the Declaration, and all of the assessments as set forth in Article 11 of the Declaration.

[This portion intentionally left blank]
[Signature page to follow immediately hereafter]

Declarant has caused this Eighth Supplement to be executed effective as of the date first written above.

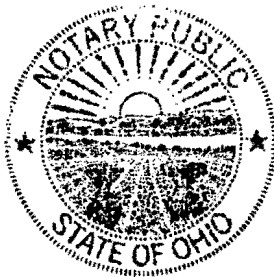
DECLARANT:

VWC HOLDINGS, LTD.,
an Ohio limited liability company

By: 
David C. Oakes, Manager

STATE OF OHIO :
 :SS
COUNTY OF MONTGOMERY :

BE IT REMEMBERED, that the foregoing instrument was acknowledged before me, a notary public in and for said state, this 9th day of October, 2013, by David C. Oakes, the Manager of VWC HOLDINGS, LTD, an Ohio limited liability company, on behalf of the company.




LORI L. MCELROY, Notary Public
In and for the State of Ohio
My Commission Expires Nov. 2, 2016

Notary Public
My Commission Expires: NOV 2, 2016

Exhibit A

Legal Description

The Villages of Winding Creek The Boulevards at Winding Creek Section One

Situated in Section 27, Town 3, Range 5 B.T.M.R.'s, Clearcreek Township, Warren County, Ohio, Being all lot numbers 180 – 229, Reserve P, R, S, T, U, V, W, X, Y, Z, AA, BB of The Villages of Winding Creek The Boulevards at Winding Creek Section One as the same is known and designated on the record plat of the subdivision Plat Book 87, Page 30, 31, 32 and 33 of the records of Warren County, Ohio.

Lot #	Sidwell		Lot #	Sidwell	
180	05-27-216 -017		211	05-27-280-004	
181	05-27-216 -018		212	05-27-280-005	
182	05-27-216 - 020 019		213	05-27-280-006	
183	05-27-216 - 021 020		214	05-27-280-007	
184	05-27-216 - 022 021		215	05-27-280-008	
185	05-27-216 -022		216	05-27-280-009	
186	05-27-216 -023		217	05-27-280-010	
187	05-27-216 -024		218	05-27-280-011	
188	05-27-216 -025		219	05-27-280-012	
189	05-27-216 -026		220	05-27-215-002	
190	05-27-216 -027		221	05-27-215-003	
191	05-27-216 -028		222	05-27-215-004	
192	05-27-216 -029		223	05-27-215-005	
193	05-27-216 -030		224	05-27-215-006	
194	05-27-216 -031		225	05-27-215-007	
195	05-27-216 -032		226	05-27-215-008	
196	05-27-216 -033		227	05-27-215-009	
197	05-27-216 -034		228	05-27-215-010	
198	05-27-216 -035		229	05-27-215-011	
199	05-27-216 -036		Reserve "P"	05-27-216-044	
200	05-27-216 -037		Reserve "R"	05-27-285-001	
201	05-27-216 -038	Reserve "S"	05-27-280-013		
202	05-27-216 -039	Reserve "T"	05-27-216-045		
203	05-27-216 -040	Reserve "U"	05-27-215-012		
204	05-27-216 -041	Reserve "V"	05-27-215-013		
205	05-27-216 -042	Reserve "W"	05-27-215-014		
206	05-27-216 -043	Reserve "X"	05-27-280-014		
207	05-27-251-033	Reserve "Y"	05-27-280-015		
208	05-27-280-001	Reserve "Z"	05-27-285-002		
209	05-27-280-002	Reserve "AA"	05-27-285-003		
210	05-27-280-003	Reserve "BB"	05-27-285-004		

Legal Description

The Villages of Winding Creek The Boulevards at Winding Creek Section Two

Situated in Section 21 & 27, Town 3 east, Range 5 north B.T.M.R.'s, Clearcreek Township, Warren County, Ohio, Being lot number 230, Being all of The Villages of Winding Creek The Boulevards at Winding Creek Section Two as the same is known and designated on the record plat of the subdivision Plat Book 87, Page 42 & 43 of the records of Warren County, Ohio.

Lot #	Sidwell
230	05-27-215-015 <i>JJD</i>

BOOK 5932 PAGE 179

Legal Description

The Villages of Winding Creek The Boulevards at Winding Creek Section Three

Situated in Section 27, Town 3, Range 5 B.T.M.R.'s, Clearcreek Township, Warren County, Ohio,
Being all lot numbers 231- 251 of The Villages of Winding Creek The Boulevards at Winding Creek
Section Three as the same is known and designated on the record plat of the subdivision Plat Book
88, Page 44 and 45 of the records of Warren County, Ohio.

Lot #	Sidwell
231	05-27-280-016
232	05-27-280-017
233	05-27-280-018
234	05-27-280-019
235	05-27-280-020
236	05-27-280-021
237	05-27-280-022
238	05-27-280-023
239	05-27-280-024
240	05-27-280-025
241	05-27-280-026
242	05-27-280-027
243	05-27-280-028
244	05-27-251-034
245	05-27-251-035
246	05-27-251-036
247	05-27-251-037
248	05-27-251-038
249	05-27-251-039
250	05-27-251-040
251	05-27-251-041

ALL
—
SSD

Legal Description

The Villages of Winding Creek The Legacy at Winding Creek Section Two

Situated in Section 27, Range 5, Town 3 M.R.S., Clearcreek Township Warren County Ohio, Containing 14.1241 Acres, Being Lot numbers 134-179 and Reserve lot "O" of The Villages of Winding Creek, The Legacy at Winding Creek Section Two as the same is numbered, designated and known on the record plat for Section Two of The Legacy at Winding Creek, which is recorded at Plat Book 84 Page 71 and 72 of the Records of Warren County, Ohio.

SIDWELL #	Lot #	SIDWELL #	Lot #
05-27-220-001	134	05-27-251-011	158
05-27-220-002	135	05-27-251-012	159
05-27-220-003	136	05-27-251-013	160
05-27-220-004	137	05-27-251-014	161
05-27-220-005	138	05-27-251-015	162
05-27-220-006	139	05-27-251-016	163
05-27-220-007	140	05-27-251-017	164
05-27-220-008	141	05-27-251-018	165
05-27-220-009	142	05-27-251-019	166
05-27-220-010	143	05-27-251-020	167
05-27-220-011	144	05-27-251-021	168
05-27-220-012	145	05-27-251-022	169
05-27-220-013	146	05-27-251-023	170
05-27-220-014	147	05-27-251-024	171
05-27-216-007	148	05-27-251-025	172
05-27-216-008	149	05-27-251-026	173
05-27-216-009	150	05-27-251-027	174
05-27-216-010	151	05-27-251-028	175
05-27-216-011	152	05-27-251-029	176
05-27-216-012	153	05-27-251-030	177
05-27-216-013	154	05-27-251-031	178
05-27-216-014	155	05-27-251-032	179
05-27-216-015	156	05-27-220-015	Reserve "O"
05-27-216-016	157	05-27-600-002	RW

Legal Description

The Villages of Winding Creek Turning Leaf at Winding Creek Section Two

Situated in Section 27, Range 5, Town 3 M.R.S., Clearcreek Township Warren County Ohio, Containing 8.1162 Acres, Being Lot numbers 111-133 of The Villages of Winding Creek, Turning Leaf at Winding Creek Section Two as the same is numbered, designated and known on the record plat for Section Two of Turning Leaf at Winding Creek, which is recorded at Plat Book 84 Page 69 and 70 of the Records of Warren County, Ohio.

SIDWELL #	Lot #
05-27-410-011	111
05-27-410-012	112
05-27-410-013	113
05-27-410-014	114
05-27-410-015	115
05-27-410-016	116
05-27-410-017	117
05-27-410-018	118
05-27-410-019	119
05-27-408-016	120
05-27-408-017	121
05-27-408-018	122
05-27-408-019	123
05-27-408-020	124
05-27-408-021	125
05-27-408-022	126
05-27-408-023	127
05-27-408-024	128
05-27-408-025	129
05-27-408-026	130
05-27-408-027	131
05-27-408-028	132
05-27-408-029	133
05-27-600-001	.6208 Ac. R/W



EXHIBIT B

Lot Numbers	Lot Type	Right To Use Master Amenities, Common Areas & Easements
The Boulevards Section 1	Varies	Yes
The Boulevards Section 2	Amenity Area	Yes
The Boulevards Section 3	Varies	Yes
The Legacy Section 2	Varies	Yes
Turning Leaf Section 2	Varies	Yes

NO TRANSFER NEEDED
13 OCT 25 PM 1:21

5+

KARL L. KEITH
AUDITOR

NINTH SUPPLEMENT TO
THE MASTER DELARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR THE VILLAGES OF WINDING CREEK
(Creekside Section 2, Montgomery County, Ohio)
(The Springs Section 3, Montgomery County, Ohio)

THIS NINTH SUPPLEMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE VILLAGES OF WINDING CREEK ("Ninth Supplement") is made this 25th day of Oct, 2013, by VWC HOLDINGS, LTD., an Ohio limited liability company (the "Declarant").

RECITALS

- A. Declarant is the owner of certain property located in Montgomery County, Ohio by deed recorded on August 26, 2005 at Deed Microfiche #05-086099 and Warren County, Ohio by deed recorded on August 26, 2005 in Official Record Volume 3967, Page 295 totaling 609.8493 acres of real estate (the "Real Estate").
- B. Declarant has previously subjected certain portions of the Real Estate (the "Property") to that certain Master Declaration of Protective Covenants and Restrictions for the Villages Of Winding Creek by instrument recorded August 29, 2006, in Official Record Volume 4277, Page 476 of the Warren County, Ohio Records and recorded September 26, 2006, having Instrument Number SP-I-06-089623 of the Montgomery County, Ohio Records (the "Master Declaration").
- C. Declarant has reserved unto itself in Article 2 of the Declaration the right to subject additional portions of the Real Estate to the Declaration and to define which of the easements, covenants, conditions, assessments and provisions of the Declaration will apply to such newly-added Property.
- D. Declarant desires to subject the property located in Montgomery County, Ohio attached hereto as Exhibit A ("Ninth Supplemental Property") to all of the easements, covenants, conditions, assessments and provisions of the Declaration.

NOW, THEREFORE, Declarant hereby declares, reserves and imposes upon the Ninth Supplemental Property, and makes the same subject to, the following covenants, conditions, restrictions, and easements:

- 1. **Incorporation of Recitals.** The recitations and defined terms set forth at the beginning of this Ninth Supplement are made a part hereof as though fully re-written herein.

QWBC

2. **Ninth Supplemental Property is Subject to Declaration.** Pursuant to the rights of Declarant reserved in Article 2 of the Declaration, Ninth Supplemental Property is made part of the property (as defined in the Declaration) and is burdened by and benefited by all provisions of the Declaration. All capitalized terms used herein, that are not otherwise defined herein, will have the meanings ascribed to them in the Declaration. The term "Lot" as used in the Declaration includes, without limitation, each Lot of the Ninth Supplemental Property. The Lot Type (as defined in Recital F of the Master Declaration), right and privilege of use of the Master Amenities, Common Areas and Easements (as referenced in Section 9.1.2 of the Master Declaration), and nominal values (as referenced in Recital F of the Master Declaration) of the Ninth Supplemental Property as they apply to the Ninth Supplemental Property are Shown on Exhibit B to this Ninth Supplement.
3. **Rights of Declarant Reserved.** Notwithstanding any provision of this Ninth Supplement, all of the rights of the Declaration remain reserved in Declarant.
4. **Restrictions on Use, Design and Construction.** Without limiting the generality of Article 2 of this Ninth Supplement, the Ninth Supplemental Property is subject to the provisions of Article 4 of the declaration and the owners of Lots therein must comply with all of the requirement thereof. This restriction includes, without limitation the requirement that the Ninth Supplemental Property may be used for only one single family residence per lot.
5. **Common Areas and Easements.** Each Lot in the Ninth Supplemental Property, and each owner thereof, is benefited by and subject to both the Basic Common Amenities, Common Areas and Easements and the Master Common Amenities, Common Areas and Common Easements, as set forth in Article 9 of the Declaration, and all of the assessments as set forth in Article 11 of the Declaration.

**[This portion intentionally left blank]
[Signature page to follow immediately hereafter]**

Declarant has caused this Ninth Supplement to be executed effective as of the date first written above.

DECLARANT:

VWC HOLDINGS, LTD.,
an Ohio limited liability company

By: 
David C. Oakes, Manager

STATE OF OHIO :
 :ss
COUNTY OF MONTGOMERY :

BE IT REMEMBERED, that the foregoing instrument was acknowledged before me, a notary public in and for said state, this 21st day of Oct, 2013, by David C. Oakes, the Manager of VWC HOLDINGS, LTD, an Ohio limited liability company, member of VWC Holdings, Ltd., an Ohio limited liability company, on behalf of the company.



LORI L. MCELROY, Notary Public
in and for the State of Ohio
My Commission Expires Nov. 2, 2016


Notary Public
My Commission Expires: 11/2/13

*This Document Prepared by
CESO, Inc
8534 Yankee St - 2B ME
Dayton, OH 45458*

Exhibit A

Legal Description

Creekside at The Villages of Winding Creek Section Two

Situated in Section 27 & 28, Town 3, Range 5, M.Rs., Washington Township, Montgomery County, Ohio. Being Lot all of Numbers 33-55 of Creekside at the Villages of Winding Creek Section Two as the same is numbered, designated and known on the record plat for Section Two of Creekside, which is recorded in Plat Book 222, Page 46 & 46A of the records of Montgomery County, Ohio.

The Springs at The Villages of Winding Creek Section Three

Situated in Section 27 & 28, Town 3, Range 5, M.Rs., Washington Township, Montgomery County, Ohio. Being Lot all of Numbers 43-65 of The Springs at the Villages of Winding Creek Section Three as the same is numbered, designated and known on the record plat for Section Three of The Springs, which is recorded in Plat Book 222, Page 56-56A of the records of Montgomery County, Ohio.

EXHIBIT B

Lot Number	Right To Use Master Amenities, Common Areas & Easements
All of Creekside Section 2	Yes
All of The Springs Section 3	Yes

TRANSFER NOT NECESSARY
MATT NOLAN, AUDITOR
WARREN COUNTY, OHIO

SEP 28 2015

MATT NOLAN
AUDITOR, WARREN CO. OHIO



8 1 7 0 3 1 4

Tx:4133482

LINDA ODA

WARREN COUNTY RECORDER

2015-028593

DECLARATION

09/25/2015 11:45:29 AM

REC FEE: 60.00 PGS: 6

PIN:

6-6000

TENTH SUPPLEMENT TO
THE MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR THE VILLAGES OF WINDING CREEK

(The Boulevards Section Four, Block A, Warren County, Ohio)
(The Boulevards Section Four, Block B, Warren County, Ohio)

THIS TENTH SUPPLEMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE VILLAGES OF WINDING CREEK (this "Tenth Supplement") is made this 25 day of Sept, 2015 by VWC HOLDINGS, LTD., an Ohio limited liability company (the "Declarant").

RECITALS

- A. Declarant is the owner of certain property located in Montgomery County, Ohio by deed recorded on August 26, 2005 at Deed Microfiche #05-086099 and Warren County, Ohio by deed recorded on August 26, 2005 in Official Record Volume 3967, Page 295 totaling 609.8493 acres of real estate (the "Real Estate").
- B. Declarant has previously subjected certain portions of the Real Estate (the "Property") to that certain Master Declaration of Protective Covenants and Restrictions for the Villages Of Winding Creek by instrument recorded August 29, 2006, in Official Record Volume 4277, Page 476 of the Warren County, Ohio Records and recorded September 26, 2006, having Instrument Number SP-I-06-089623 of the Montgomery County, Ohio Records (the "Declaration").
- C. Declarant has reserved unto itself in Article 2 of the Declaration the right to subject additional portions of the Real Estate to the Declaration and to define which of the easements, covenants, conditions, assessments and provisions of the Declaration will apply to such newly-added property.

D. Declarant desires to subject the property located in Warren County, Ohio attached hereto as **Exhibit A** ("Tenth Supplemental Property") to all of the easements, covenants, conditions, assessments and provisions of the Declaration.

NOW, THEREFORE, Declarant hereby declares, reserves and imposes upon the Tenth Supplemental Property, and makes the same subject to, the following covenants, conditions, restrictions, and easements:

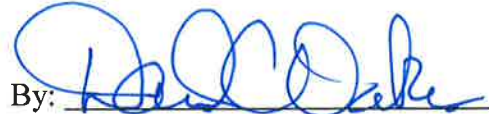
1. **Incorporation of Recitals.** The recitations and defined terms set forth at the beginning of this Tenth Supplement are made a part hereof as though fully re-written herein.
2. **Tenth Supplemental Property is Subject to Declaration.** Pursuant to the rights of Declarant reserved in Article 2 of the Declaration, Tenth Supplemental Property is made part of the property (as defined in the Declaration) and is burdened by and benefited by all provisions of the Declaration. All capitalized terms used herein, that are not otherwise defined herein, will have the meanings ascribed to them in the Declaration. The term "Lot" as used in the Declaration includes, without limitation, each Lot of the Tenth Supplemental Property. The Lot Type (as defined in Recital F of the Declaration) and the right and privilege of use of the Master Amenities, Common Areas and Easements (as referenced in Section 9.1.2 of the Declaration) of the Tenth Supplemental Property as they apply to the Tenth Supplemental Property are shown on **Exhibit B** to this Tenth Supplement.
3. **Rights of Declarant Reserved.** Notwithstanding any provision of this Tenth Supplement, all of the rights of the Declaration remain reserved in Declarant.
4. **Restrictions on Use, Design and Construction.** Without limiting the generality of Article 2 of this Tenth Supplement, the Tenth Supplemental Property is subject to the provisions of Article 4 of the Declaration and the owners of Lots therein must comply with all of the requirement thereof. This restriction includes, without limitation the requirement that the Tenth Supplemental Property may be used for only one single family residence per Lot.
5. **Common Areas and Easements.** Each Lot in the Tenth Supplemental Property, and each owner thereof, is benefited by and subject to the Basic Common Amenities, Common Areas and Easements and the Master Common Amenities, Common Areas and Common Easements, as set forth in Article 9 of the Declaration, and all of the assessments as set forth in Article 11 of the Declaration.

**[This portion intentionally left blank]
[Signature page to follow immediately hereafter]**

Declarant has caused this Tenth Supplement to be executed effective as of the date first written above.

DECLARANT:

VWC HOLDINGS, LTD.,
an Ohio limited liability company

By: 
David C. Oakes, Manager

STATE OF OHIO :
:ss
COUNTY OF MONTGOMERY :

BE IT REMEMBERED, that the foregoing instrument was acknowledged before me, a notary public in and for said state, this 22nd day of Sept, 2015, by David C. Oakes, the Manager of VWC HOLDINGS, LTD, an Ohio limited liability company, on behalf of the company.



LORI L. MCELROY, Notary Public
In and for the State of Ohio
My Commission Expires Nov 2, 2016


Notary Public
My Commission Expires: 11/2/16

Prepared by:
CESO, Inc
8534 Yankee Street
Dayton, OH 45458

Exhibit A

Legal Description

The Villages of Winding Creek The Boulevards at Winding Creek Section Four, Block A

Situated in Section 27, Town 3E, Range 5N M.Rs, Clearcreek Township, Warren County, Ohio, Being all lot numbers 312 through 374, Reserve "CC", Reserve "DD", Reserve "EE", Reserve "FF", Reserve "GG", Reserve "HH" of The Villages of Winding Creek The Boulevards at Winding Creek Section Four, Block A as the same is known and designated on the record plat of the subdivision Plat Book 90, Page 56, 57 of the records of Warren County, Ohio.

Lot #	Sidwell	Lot #	Sidwell
312	05-27-268-001	346	05-27-251-064
313	05-27-268-002	347	05-27-251-065
314	05-27-268-003	348	05-27-251-066
315	05-27-268-004	349	05-27-251-067
316	05-27-268-005	350	05-27-251-068
317	05-27-268-006	351	05-27-251-069
318	05-27-268-007	352	05-27-251-070
319	05-27-268-008	353	05-27-260-001
320	05-27-268-009	354	05-27-260-002
321	05-27-268-010	355	05-27-260-003
322	05-27-268-011	356	05-27-260-004
323	05-27-268-012	357	05-27-260-005
324	05-27-251-042	358	05-27-260-006
325	05-27-251-043	359	05-27-260-007
326	05-27-251-044	360	05-27-260-008
327	05-27-251-045	361	05-27-260-009
328	05-27-251-046	362	05-27-260-010
329	05-27-251-047	363	05-27-260-011
330	05-27-251-048	364	05-27-260-012
331	05-27-251-049	365	05-27-260-013
332	05-27-251-050	366	05-27-260-014
333	05-27-251-051	367	05-27-260-015
334	05-27-251-052	368	05-27-260-016
335	05-27-251-053	369	05-27-260-017
336	05-27-251-054	370	05-27-260-018
337	05-27-251-055	371	05-27-260-019
338	05-27-251-056	372	05-27-260-020
339	05-27-251-057	373	05-27-260-021
340	05-27-251-058	374	05-27-260-022
341	05-27-251-059	Reserve "CC"	05-27-251-071
342	05-27-251-060	Reserve "DD"	05-27-268-013
343	05-27-251-061	Reserve "EE"	05-27-251-072
344	05-27-251-062	Reserve "FF"	05-27-260-023
345	05-27-251-063	Reserve "GG"	05-27-408-031
		Reserve "HH"	05-27- 408 -032

922
INDEXED
SC
Map, Dev. Div.
for all

408

Legal Description

The Villages of Winding Creek The Boulevards at Winding Creek Section Four, Block B

Situated in Section 27, Town 3E, Range 5N M.Rs, Clearcreek Township, Warren County, Ohio, Being all lot numbers 279 – 311, Reserve "II", Reserve "JJ" and Reserve "KK" of The Villages of Winding Creek, The Boulevards at Winding Creek Section Four, Block B as the same is known and designated on the record plat of the subdivision Plat Book 90, Page 58, 59 of the records of Warren County, Ohio.

Lot #	Sidwell	Lot #	Sidwell
278	05-27-280-029	297	05-27-430-014
279	05-27-280-030	298	05-27-430-015
280	05-27-280-031	299	05-27-430-016
281	05-27-280-032	300	05-27-430-017
282	05-27-280-033	301	05-27-442-001
283	05-27-280-034	302	05-27-428-006
284	05-27-430-001	303	05-27-408-033
285	05-27-430-002	304	05-27-408-034
286	05-27-430-003	305	05-27-408-035
287	05-27-430-004	306	05-27-408-036
288	05-27-430-005	307	05-27-408-037
289	05-27-430-006	308	05-27-408-038
290	05-27-430-007	309	05-27-408-039
291	05-27-430-008	310	05-27-408-040
292	05-27-430-009	311	05-27-408-041
293	05-27-430-010	Reserve "II"	05-27-251-073
294	05-27-430-011	Reserve "JJ"	05-27-280-035
295	05-27-430-012	Reserve "KK"	05-27-285-005
296	05-27-430-013		

922
SC
for Rep. Dept.
for all

EXHIBIT B

Lot Numbers	Lot Type	Right To Use Master Amenities, Common Areas & Easements
The Boulevards Section 4A	Varies	Yes
The Boulevards Section 4B	Varies	Yes



8 2 6 9 7 0 5

Tx:4214588

LINDA ODA

WARREN COUNTY RECORDER

2016-025426

DECLARATION

08/31/2016 12:03:10 PM

REC FEE: 52.00 PGS: 5

PIN:

S. 57⁰⁶

ELEVENTH SUPPLEMENT TO
THE MASTER DELARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR THE VILLAGES OF WINDING CREEK
(The Meadows Section Two)

THIS ELEVENTH SUPPLEMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE VILLAGES OF WINDING CREEK (this "Eleventh Supplement") is made this 30th day of August, 2013, by VWC HOLDINGS, LTD., an Ohio limited liability company (the "Declarant").

RECITALS

- A. Declarant is the owner of certain property located in Montgomery County, Ohio by deed recorded on August 26, 2005 at Deed Microfiche #05-086099 and Warren County, Ohio by deed recorded on August 26, 2005 in Official Record Volume 3967, Page 295 totaling 609.8493 acres of real estate (the "Real Estate").
- B. Declarant has previously subjected certain portions of the Real Estate (the "Property") to that certain Master Declaration of Protective Covenants and Restrictions for the Villages Of Winding Creek by instrument recorded August 29, 2006, in Official Record Volume 4277, Page 476 of the Warren County, Ohio Records and recorded September 26, 2006, having Instrument Number SP-I-06-089623 of the Montgomery County, Ohio Records (the "Declaration").
- C. Declarant has reserved unto itself in Article 2 of the Declaration the right to subject additional portions of the Real Estate to the Declaration and to define which of the easements, covenants, conditions, assessments and provisions of the Declaration will apply to such newly-added property.

- D. Declarant desires to subject the property located in Warren County, Ohio attached hereto as **Exhibit A** ("Eleventh Supplemental Property") to all of the easements, covenants, conditions, assessments and provisions of the Declaration.

NOW, THEREFORE, Declarant hereby declares, reserves and imposes upon the Eleventh Supplemental Property, and makes the same subject to, the following covenants, conditions, restrictions, and easements:


1. **Incorporation of Recitals.** The recitations and defined terms set forth at the beginning of this Eleventh Supplement are made a part hereof as though fully re-written herein.
2. **Eleventh Supplemental Property is Subject to Declaration.** Pursuant to the rights of Declarant reserved in Article 2 of the Declaration, Eleventh Supplemental Property is made part of the property (as defined in the Declaration) and is burdened by and benefited by all provisions of the Declaration. All capitalized terms used herein, that are not otherwise defined herein, will have the meanings ascribed to them in the Declaration. The term "Lot" as used in the Declaration includes, without limitation, each Lot of the Eleventh Supplemental Property. The Lot Type (as defined in Recital F of the Declaration) and the right and privilege of use of the Master Amenities, Common Areas and Easements (as referenced in Section 9.1.2 of the Declaration) of the Eleventh Supplemental Property as they apply to the Eleventh Supplemental Property are shown on **Exhibit B** to this Eleventh Supplement.
3. **Rights of Declarant Reserved.** Notwithstanding any provision of this Eleventh Supplement, all of the rights of the Declaration remain reserved in Declarant.
4. **Restrictions on Use, Design and Construction.** Without limiting the generality of Article 2 of this Eleventh Supplement, the Eleventh Supplemental Property is subject to the provisions of Article 4 of the Declaration and the owners of Lots therein must comply with all of the requirement thereof. This restriction includes, without limitation the requirement that the Eleventh Supplemental Property may be used for only one single family residence per Lot.
5. **Common Areas and Easements.** Each Lot in the Eleventh Supplemental Property, and each owner thereof, is benefited by and subject to the Basic Common Amenities, Common Areas and Easements and the Master Common Amenities, Common Areas and Common Easements, as set forth in Article 9 of the Declaration, and all of the assessments as set forth in Article 11 of the Declaration.

**[This portion intentionally left blank]
[Signature page to follow immediately hereafter]**

Declarant has caused this Eleventh Supplement to be executed effective as of the date first written above.

DECLARANT:

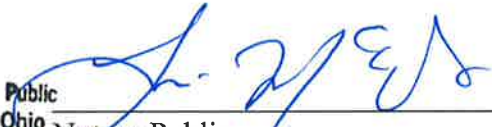
VWC HOLDINGS, LTD.,
an Ohio limited liability company

By: 
David C. Oakes, Manager

STATE OF OHIO :
 :SS
COUNTY OF MONTGOMERY :

BE IT REMEMBERED, that the foregoing instrument was acknowledged before me, a notary public in and for said state, this 8th day of August, 2016, by David C. Oakes, the Manager of VWC HOLDINGS, LTD, an Ohio limited liability company, on behalf of the company.




LORI L. MCELROY, Notary Public
In and for the State of Ohio
My Commission Expires Nov. 2, 2016
Notary Public
My Commission Expires: 11/2/16

Prepared by:
Lance Oakes
8534 Yankee Street
Dayton, OH 45458
937-435-8584

Exhibit A
Legal Description

The Villages of Winding Creek Meadows Section Two

Situated in Section 27, Town 3E, Range 5N M.Rs, Clearcreek Township, Warren County, Ohio, Being all lot numbers 375 thru 387, Reserve "LL", Reserve "MM", Reserve "NN", Reserve "OO" of The Villages of Winding Creek The Meadows at Winding Creek Section Two as the same is known and designated on the record plat of the subdivision Plat Book 92, Page 16 & 17 of the records of Warren County, Ohio.

Lot #	Sidwell	Lot #	Sidwell
375	05-27-451-013	Reserve "LL"	05-27-451-012
376	05-27-451-014	Reserve "MM"	05-27-405-011
377	05-27-451-015	Reserve "NN"	05-27-420-004
378	05-27-451-016	Reserve "OO"	05-27-451-022
379	05-27-451-017		
380	05-27-451-018		
381	05-27-451-019		
382	05-27-451-020		
383	05-27-451-021		
384	05-27-405-010		
385	05-27-405-009		
386	05-27-405-008		
387	05-27-405-007		



EXHIBIT B

Lot Numbers	Lot Type	Right To Use Master Amenities, Common Areas & Easements
The Meadows Section Two	Varies	Yes



8 2 6 9 7 0 4

Tx:4214588

LINDA ODA

WARREN COUNTY RECORDER

2016-025425

DECLARATION

08/31/2016 12:03:09 PM

REC FEE: 60.00 PGS: 6

PIN:

6-
60.00

TWELFTH SUPPLEMENT TO
THE MASTER DELARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR THE VILLAGES OF WINDING CREEK
(The Boulevards Section Five)
(The Turning Leaf Section Four)

THIS TWELFTH SUPPLEMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE VILLAGES OF WINDING CREEK (this "Twelfth Supplement") is made this 30th day of August, 2016, by VWC HOLDINGS, LTD., an Ohio limited liability company (the "Declarant").

RECITALS

- A. Declarant is the owner of certain property located in Montgomery County, Ohio by deed recorded on August 26, 2005 at Deed Microfiche #05-086099 and Warren County, Ohio by deed recorded on August 26, 2005 in Official Record Volume 3967, Page 295 totaling 609.8493 acres of real estate (the "Real Estate").
- B. Declarant has previously subjected certain portions of the Real Estate (the "Property") to that certain Master Declaration of Protective Covenants and Restrictions for the Villages Of Winding Creek by instrument recorded August 29, 2006, in Official Record Volume 4277, Page 476 of the Warren County, Ohio Records and recorded September 26, 2006, having Instrument Number SP-I-06-089623 of the Montgomery County, Ohio Records (the "Declaration").
- C. Declarant has reserved unto itself in Article 2 of the Declaration the right to subject additional portions of the Real Estate to the Declaration and to define which of the easements, covenants, conditions, assessments and provisions of the Declaration will apply to such newly-added property.

- D. Declarant desires to subject the property located in Warren County, Ohio attached hereto as **Exhibit A** ("Twelfth Supplemental Property") to all of the easements, covenants, conditions, assessments and provisions of the Declaration.

NOW, THEREFORE, Declarant hereby declares, reserves and imposes upon the Twelfth Supplemental Property, and makes the same subject to, the following covenants, conditions, restrictions, and easements:

1. **Incorporation of Recitals.** The recitations and defined terms set forth at the beginning of this Twelfth Supplement are made a part hereof as though fully re-written herein.
2. **Twelfth Supplemental Property is Subject to Declaration.** Pursuant to the rights of Declarant reserved in Article 2 of the Declaration, Twelfth Supplemental Property is made part of the property (as defined in the Declaration) and is burdened by and benefited by all provisions of the Declaration. All capitalized terms used herein, that are not otherwise defined herein, will have the meanings ascribed to them in the Declaration. The term "Lot" as used in the Declaration includes, without limitation, each Lot of the Twelfth Supplemental Property. The Lot Type (as defined in Recital F of the Declaration) and the right and privilege of use of the Master Amenities, Common Areas and Easements (as referenced in Section 9.1.2 of the Declaration) of the Twelfth Supplemental Property as they apply to the Twelfth Supplemental Property are shown on **Exhibit B** to this Twelfth Supplement.
3. **Rights of Declarant Reserved.** Notwithstanding any provision of this Twelfth Supplement, all of the rights of the Declaration remain reserved in Declarant.
4. **Restrictions on Use, Design and Construction.** Without limiting the generality of Article 2 of this Twelfth Supplement, the Twelfth Supplemental Property is subject to the provisions of Article 4 of the Declaration and the owners of Lots therein must comply with all of the requirement thereof. This restriction includes, without limitation the requirement that the Twelfth Supplemental Property may be used for only one single family residence per Lot.
5. **Common Areas and Easements.** Each Lot in the Twelfth Supplemental Property, and each owner thereof, is benefited by and subject to the Basic Common Amenities, Common Areas and Easements and the Master Common Amenities, Common Areas and Common Easements, as set forth in Article 9 of the Declaration, and all of the assessments as set forth in Article 11 of the Declaration.

**[This portion intentionally left blank]
[Signature page to follow immediately hereafter]**

Exhibit A

Legal Description

The Villages of Winding Creek Turning Leaf Section 4

Situated in Section 27, Town 3E, Range 5N M.Rs, Clearcreek Township, Warren County, Ohio, Being all lot numbers 388 thru 425, Reserve "PP", Reserve "QQ", Reserve "RR" of The Villages of Winding Creek Turning Leaf at Winding Creek Section Four as the same is known and designated on the record plat of the subdivision Plat Book 93, Page 40, 41 & 42 of the records of Warren County, Ohio.

Lot #	Sidwell	Lot #	Sidwell
388	05-27-451-023	409	05-27-428-009
389	05-27-451-024	410	05-27-428-010
390	05-27-451-025	411	05-27-428-011
391	0527-451-026	412	05-27-428-012
392	05-27-451-027	413	05-27-428-013
393	05-27-451-028	414	05-27-428-014
394	05-27-451-029	415	05-27-428-015
395	05-27-476-006	416	05-27-428-016
396	05-27-476-005	417	05-27-428-017
397	05-27-476-004	418	05-27-428-018
398	05-27-476-003	419	05-27-428-019
399	05-27-476-002	420	05-27-428-020
400	05-27-420-005	421	05-27-442-002
401	05-27-420-006	422	05-27-442-003
402	05-27-420-007	423	05-27-442-004
403	05-27-420-008	424	05-27-442-005
404	05-27-424-005	425	05-27-442-006
405	05-27-424-006	Reserve PP	05-27-451-030
406	05-27-424-007	Reserve QQ	05-27-476-007
407	05-27-428-007	Reserve RR	05-27-428-021
408	05-27-428-008		



The Villages of Winding Creek The Boulevards Section Five

Situated in Section 21 & 27, Town 3E, Range 5N M.Rs, Clearcreek Township, Warren County, Ohio, Being all lot numbers 426 thru 454, Reserve "SS" of The Villages of Winding Creek The Boulevards at Winding Creek Section Five as the same is known and designated on the record plat of the subdivision Plat Book 93, Page 43 & 44 of the records of Warren County, Ohio.

Lot #	Sidwell	Lot #	Sidwell
426	05-27-430-018	443	05-21-305-003
427	05-27-430-019	444	05-21-305-004
428	05-27-430-020	445	05-21-305-005
429	05-27-430-021	446	05-21-155-001
430	05-27-430-022	447	05-21-155-002
431	05-27-430-023	448	05-21-305-006
432	05-27-430-024	449	05-21-305-007
433	05-27-430-025	450	05-21-305-008
434	05-27-430-026	451	05-21-305-009
435	05-21-151-001	458	05-21-305-010
436	05-21-151-002	453	05-21-305-011
437	05-21-151-003	454	05-21-305-012
438	05-21-151-004	Reserve SS	05-27-430-027
439	05-21-151-005	452	05-21-305-010
440	05-21-151-006		
441	05-21-305-001		
442	05-21-305-002		



EXHIBIT B

Lot Numbers	Lot Type	Right To Use Master Amenities, Common Areas & Easements
All of Turning Leaf Section 4	Varies	Yes
All of The Boulevards Section 5		Yes

Type: DEE
Kind: SPECIAL INSTRUMENT (DEED)
Recorded: 09/23/2016 12:12:27 PM
Fee Amt: \$72.00 Page 1 of 5
Montgomery County, OH
Willis E. Blackshear County Recorder
File# 2016-00052545

NO TRANSFER
12:10pm SEPTEMBER 23, 2016
KARL L. KEITH, COUNTY AUDITOR

5+

THIRTEENTH SUPPLEMENT TO
THE MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR THE VILLAGES OF WINDING CREEK
(Creekside Section 3, Montgomery County, Ohio)

THIS THIRTEENTH SUPPLEMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE VILLAGES OF WINDING CREEK ("Thirteenth Supplement") is made this 23 day of Sept, 2016, by VWC HOLDINGS, LTD., an Ohio limited liability company (the "Declarant").

RECITALS

- A. Declarant is the owner of certain property located in Montgomery County, Ohio by deed recorded on August 26, 2005 at Deed Microfiche #05-086099 and Warren County, Ohio by deed recorded on August 26, 2005 in Official Record Volume 3967, Page 295 totaling 609.8493 acres of real estate (the "Real Estate").
- B. Declarant has previously subjected certain portions of the Real Estate (the "Property") to that certain Master Declaration of Protective Covenants and Restrictions for the Villages Of Winding Creek by instrument recorded August 29, 2006, in Official Record Volume 4277, Page 476 of the Warren County, Ohio Records and recorded September 26, 2006, having Instrument Number SP-I-06-089623 of the Montgomery County, Ohio Records (the "Master Declaration").
- C. Declarant has reserved unto itself in Article 2 of the Declaration the right to subject additional portions of the Real Estate to the Declaration and to define which of the easements, covenants, conditions, assessments and provisions of the Declaration will apply to such newly-added Property.
- D. Declarant desires to subject the property located in Montgomery County, Ohio attached hereto as Exhibit A ("Thirteenth Supplemental Property") to all of the easements, covenants, conditions, assessments and provisions of the Declaration.

NOW, THEREFORE, Declarant hereby declares, reserves and imposes upon the Thirteenth Supplemental Property, and makes the same subject to, the following covenants, conditions, restrictions, and easements:

1. **Incorporation of Recitals.** The recitations and defined terms set forth at the beginning of this Thirteenth Supplement are made a part hereof as though fully re-written herein.

QBL

2. **Thirteenth Supplemental Property is Subject to Declaration.** Pursuant to the rights of Declarant reserved in Article 2 of the Declaration, Thirteenth Supplemental Property is made part of the property (as defined in the Declaration) and is burdened by and benefited by all provisions of the Declaration. All capitalized terms used herein, that are not otherwise defined herein, will have the meanings ascribed to them in the Declaration. The term "Lot" as used in the Declaration includes, without limitation, each Lot of the Thirteenth Supplemental Property. The Lot Type (as defined in Recital F of the Master Declaration), right and privilege of use of the Master Amenities, Common Areas and Easements (as referenced in Section 9.1.2 of the Master Declaration), and nominal values (as referenced in Recital F of the Master Declaration) of the Thirteenth Supplemental Property as they apply to the Thirteenth Supplemental Property are Shown on Exhibit B to this Thirteenth Supplement.
3. **Rights of Declarant Reserved.** Notwithstanding any provision of this Thirteenth Supplement, all of the rights of the Declaration remain reserved in Declarant.
4. **Restrictions on Use, Design and Construction.** Without limiting the generality of Article 2 of this Thirteenth Supplement, the Thirteenth Supplemental Property is subject to the provisions of Article 4 of the declaration and the owners of Lots therein must comply with all of the requirement thereof. This restriction includes, without limitation the requirement that the Thirteenth Supplemental Property may be used for only one single family residence per lot.
5. **Common Areas and Easements.** Each Lot in the Thirteenth Supplemental Property, and each owner thereof, is benefited by and subject to both the Basic Common Amenities, Common Areas and Easements and the Master Common Amenities, Common Areas and Common Easements, as set forth in Article 9 of the Declaration, and all of the assessments as set forth in Article 11 of the Declaration.

[This portion intentionally left blank]
[Signature page to follow immediately hereafter]

EXHIBIT B

Lot Number	Right To Use Master Amenities, Common Areas & Easements
All of Creekside Section 3	Yes

TRANSFER NOT NECESSARY
MATT NOLAN, AUDITOR
WARREN COUNTY, OHIO

MAR 13 2018



MATT NOLAN
AUDITOR, WARREN CO. OHIO



8 4 6 8 8 1 1

Tx:4308998

LINDA ODA

WARREN COUNTY RECORDER

2018-006995

DECLARATION

03/13/2018 3:36:07 PM

REC FEE: 52.00 PGS: 5

PIN:

5/2

FOURTEENTH SUPPLEMENT TO
THE MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR THE VILLAGES OF WINDING CREEK
(The Boulevards Section Six)

THIS FOURTEENTH SUPPLEMENT TO MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE VILLAGES OF WINDING CREEK (this "Fourteenth Supplement") is made this 28th day of February, 2018, by VWC HOLDINGS, LTD., an Ohio limited liability company (the "Declarant").

RECITALS

- A. Declarant is the owner of certain property located in Montgomery County, Ohio by deed recorded on August 26, 2005 at Deed Microfiche #05-086099 and Warren County, Ohio by deed recorded on August 26, 2005 in Official Record Volume 3967, Page 295 totaling 609.8493 acres of real estate (the "Real Estate").
- B. Declarant has previously subjected certain portions of the Real Estate (the "Property") to that certain Master Declaration of Protective Covenants and Restrictions for the Villages Of Winding Creek by instrument recorded August 29, 2006, in Official Record Volume 4277, Page 476 of the Warren County, Ohio Records and recorded September 26, 2006, having Instrument Number SP-I-06-089623 of the Montgomery County, Ohio Records (the "Declaration").
- C. Declarant has reserved unto itself in Article 2 of the Declaration the right to subject additional portions of the Real Estate to the Declaration and to define which of the easements, covenants, conditions, assessments and provisions of the Declaration will apply to such newly-added property.
- D. Declarant desires to subject the property located in Warren County, Ohio attached

hereto as **Exhibit A** ("Fourteenth Supplemental Property") to all of the easements, covenants, conditions, assessments and provisions of the Declaration.

NOW, THEREFORE, Declarant hereby declares, reserves and imposes upon the Fourteenth Supplemental Property, and makes the same subject to, the following covenants, conditions, restrictions, and easements:

1. **Incorporation of Recitals.** The recitations and defined terms set forth at the beginning of this Fourteenth Supplement are made a part hereof as though fully re-written herein.
2. **Fourteenth Supplemental Property is Subject to Declaration.** Pursuant to the rights of Declarant reserved in Article 2 of the Declaration, Fourteenth Supplemental Property is made part of the property (as defined in the Declaration) and is burdened by and benefited by all provisions of the Declaration. All capitalized terms used herein, that are not otherwise defined herein, will have the meanings ascribed to them in the Declaration. The term "Lot" as used in the Declaration includes, without limitation, each Lot of the Fourteenth Supplemental Property. The Lot Type (as defined in Recital F of the Declaration) and the right and privilege of use of the Master Amenities, Common Areas and Easements (as referenced in Section 9.1.2 of the Declaration) of the Fourteenth Supplemental Property as they apply to the Fourteenth Supplemental Property are shown on **Exhibit B** to this Fourteenth Supplement.
3. **Rights of Declarant Reserved.** Notwithstanding any provision of this Fourteenth Supplement, all of the rights of the Declaration remain reserved in Declarant.
4. **Restrictions on Use, Design and Construction.** Without limiting the generality of Article 2 of this Fourteenth Supplement, the Fourteenth Supplemental Property is subject to the provisions of Article 4 of the Declaration and the owners of Lots therein must comply with all of the requirement thereof. This restriction includes, without limitation the requirement that the Fourteenth Supplemental Property may be used for only one single family residence per Lot.
5. **Common Areas and Easements.** Each Lot in the Fourteenth Supplemental Property, and each owner thereof, is benefited by and subject to the Basic Common Amenities, Common Areas and Easements and the Master Common Amenities, Common Areas and Common Easements, as set forth in Article 9 of the Declaration, and all of the assessments as set forth in Article 11 of the Declaration.

Exhibit A

The Villages of Winding Creek, The Boulevards Section Six

Situated in Section 21 & 27, Town 3E, Range 5N M.Rs, Clearcreek Township, Warren County, Ohio, Being all lot numbers 455 thru 529, Reserve "TT" of The Villages of Winding Creek The Boulevards at Winding Creek Section Six as the same is known and designated on the record plat of the subdivision Plat Book 97, Page 23, 24 and 25 of the records of Warren County, Ohio.

455	05-27-430-028
466	05-27-430-029
457	05-27-430-030
468	05-27-430-031
459	05-21-305-013
460	05-21-305-014
461	05-21-305-015
462	05-21-305-016
463	05-21-305-017
464	05-21-310-001
465	05-21-310-002
466	05-21-310-003
467	05-21-310-004
468	05-21-310-005
469	05-21-310-006
470	05-21-310-007
471	05-21-310-008
472	05-21-310-009
473	05-21-310-010
474	05-21-310-011
475	05-21-310-012
476	05-21-310-013
477	05-21-310-014
478	05-21-310-015
479	05-21-310-016
480	05-21-310-017
481	05-21-310-018
482	05-21-310-019
483	05-21-310-020
484	05-21-310-021
485	05-21-310-022
486	05-21-310-023
487	05-21-310-024
488	05-21-310-025
489	05-21-310-026
490	05-21-315-001
491	05-21-315-002
492	05-21-315-003

493	05-21-315-004
494	05-21-315-005
495	05-21-315-006
496	05-21-315-007
497	05-21-315-008
498	05-21-315-009
499	05-21-320-001
500	05-21-320-002
501	05-21-320-003
502	05-21-320-004
503	05-21-320-005
504	05-21-320-006
505	05-21-320-007
506	05-21-320-008
507	05-21-320-009
508	05-21-320-010
509	05-21-320-011
510	05-21-320-012
511	05-21-320-013
512	05-21-320-014
513	05-21-320-015
514	05-27-442-007
515	05-27-442-008
516	05-27-442-009
517	05-27-442-010
518	05-27-442-011
519	05-27-442-012
520	05-27-442-013
521	05-27-442-014
522	05-27-442-015
523	05-27-442-016
524	05-27-442-017
525	05-27-442-018
526	05-27-442-019
527	05-27-442-020
528	05-27-442-021
529	05-27-442-022
RESERVE TT	05-21-315-010



EXHIBIT B

Lot Numbers	Lot Type	Right To Use Master Amenities, Common Areas & Easements
All of The Boulevards Section 6	Varies	Yes