

Doc# 7174

06809

FOSTER'S POINTE

DECLARATION OF COVENANTS

CONDITIONS, RESTRICTIONS, EASEMENTS AND LIENS

Prepared by:

John P. Dumbacher
Attorney at Law
Suite 2520
1014 Vine Street
Cincinnati, Ohio 45202

BOOK 895 PAGE 451

BOOK 893 PAGE 162

TABLE OF CONTENTS

ITEM	PAGE NO.
INTRODUCTION	1
ARTICLE I Definitions	2
1.1 Definitions	2
ARTICLE II Annexation	4
2.1 Annexation of Additional Property	4
2.2 Procedure	4
ARTICLE III Property Rights	5
3.1 Owner's Right of Enjoyment	5
3.2 Title to Common Areas	6
3.3 Delegation of Use	6
ARTICLE IV Association Membership and Voting Rights	7
4.1 Members	7
4.2 Classes and Voting Rights	7
ARTICLE V Assessments	8
5.1 Covenant for Assessment	8
5.2 Purpose of Assessments	8
5.3 Annual General Assessments	8
5.4 Special Assessments	9
5.5 Individual Assessments	9
5.6 Basis and Apportionment of Assessments	9
5.7 Commencement of Assessments	9
5.8 Assessments Certificates	10
5.9 Non-Payment of Assessments	10
5.10 Subordination of Lien to First Mortgage	11
ARTICLE VI Maintenance	12
6.1 Maintenance of Common Lots	12
6.2 Reserves	12
6.3 Professional Management Contracts	12
ARTICLE VII Insurance	13
7.1 Fire, Extended Coverage and Standard "All Risks"	13
7.2 Use of Fire Insurance Proceeds	13
7.3 Liability Insurance	13
7.4 Other Insurance	14
7.5 Insufficient Insurance	14
7.6 Fidelity Bonds	14

TABLE OF CONTENTS

ITEM	PAGE NO.
ARTICLE VIII Use Restrictions	15
8.1.	15
8.2 Enforcement.	15
8.3 Prohibited Uses.	15
ARTICLE IX Miscellaneous.	18
9.1 Duration	18
9.2 Amendment.	18
9.3 Personal Liability	18
9.4 Notices.	19
9.5 Enforcement.	19
9.6 Severability	19
9.7 Conflicts.	19
9.8 Rights of Mortgage Holders	19
9.9 Condemnation	20

FOSTER'S POINTE

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS AND LIENS

THIS DECLARATION, made this day of August, 1993, by
JOSEPH F. RIPPE, TRUSTEE, hereinafter called "Declarant",
WITNESSETH:

WHEREAS, the Declarant is the owner of the real property described
in Exhibits "A" and "B" hereof and ELAINE RIPPE, JOSEPH F. RIPPE
and MARK A. RIPPE are the owners of the properties described in
Exhibit "B-2" hereof, and Declarant desires to create thereon a
residential community with permanent sign and landscape easements
and common areas for the benefit of said community; and

WHEREAS, the Declarant desires to provide for the preservation of
the values and amenities in said community and for the maintenance
of said landscape easements, including entrance designs within
public rights of ways, and for the maintenance of common areas
within said community; and to this end, desires to subject the real
property described in Exhibit "A" hereof to the covenants,
restrictions, easements, charges and liens, hereinafter set forth,
each and all of which is and are for the benefit of said property
and the subsequent owners thereof; and

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

WHEREAS, the Declarant has formed Foster's Pointe Homeowners'
Association as a non-profit Ohio Corporation for the purpose of
carrying out the powers and duties aforesaid:

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

thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. The following terms when used in this Declaration have the following meanings:

A. "Articles" and "Articles of Incorporation" shall mean those articles, filed with the Secretary of State of Ohio, incorporating the Foster's Pointe Homeowners' Association, as a corporation not-for-profit under the provisions of Chapter 1702 of the Revised Code of Ohio, as the same may be amended from time to time. A true copy of the Articles as shown in Exhibit "D" is attached hereto and made a part hereof.

B. "Association" shall mean and refer to Foster's Pointe Homeowners' Association, and its successors and assigns.

C. "Board" and "Board of Trustees" mean the Board of Trustees of the Association as provided in the Articles of Incorporation and By-Laws of the Association.

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

E. "Common Areas" shall mean and refer to all real property, including structures and ponds thereon, owned by the Association for the benefit, use and enjoyment of its Members.

F. "Declarant" shall mean and refer to Joseph F. Rippe, Trustee, its successors and assigns.

G. "Developer" shall mean and refer to Joseph F. Rippe, Trustee, and such other persons and entities as may acquire one or more lots from the Declarant for the purpose of constructing improvements thereon for resale, but only to the extent of such lots acquired.

H. "Living Unit" shall mean and refer to any portion of a building situated upon the Property designed and intended for use and occupancy as a residence by a single family.

I. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property with the exception of land designed by Declarant to be conveyed to the Association as Common Areas.

J. "Member" shall mean any one of those Owners who are members of the Association as provided in its Articles of Incorporation.

K. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including purchasers on land installment contract as defined in Ohio Revised Code Chapter 5313, and including contract sellers on other forms of executory contracts for the sale of a Lot, but excluding those having such interest merely as security for the performance of an obligation.

L. "Property" shall mean and refer to all of the lots of Subdivision, as described herein, and such additions thereto as may hereafter be annexed pursuant to Article 11.

BOOK 895 PAGE 456

BOOK 893 PAGE 167

ARTICLE II

ANNEXATION

Section 2.1. Annexation of Additional Property. The Declarant, its successors and assigns, as owner of said real estate described in Exhibit "B-1" attached hereto, and Mark A. Rippe and Elaine B. Rippe, as owners of the real estate described in Exhibit "B-2" attached hereto, may annex to this Declaration the real property, or any part thereof, described in said Exhibit "B-1" or "B-2", without the assent of the members or the Association, within ten (10) years after the date this Declaration is filed for record. However, the Declarant is not bound to annex any of said property to this Declaration, and until such time as any of said property is annexed, the same shall not be subject to the provisions of this Declaration. The number of Lots to be included in Exhibits "A", "B-1" and "B-2" shall not exceed 800 Lots.

Section 2.2. Procedure. Any annexations made pursuant to Section 2.1 of this Article II, or otherwise, shall be made by recording a supplement to this Declaration with the Recorder of Warren County, Ohio, which Supplementary Declaration shall extend this Declaration to such annexed property. Such Supplementary Declaration may contain such additional covenants, conditions, restrictions, easements and liens as the Declarant shall deem appropriate for the purpose of completing the development of the Property.

BOOK 895 PAGE 457

BOOK 893 PAGE 168

ARTICLE III

PROPERTY RIGHTS

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

A. The right of the Association, in accordance with its Articles of Incorporation and Regulations, to borrow money for the purpose of improving the Common Areas, and in aid thereof to mortgage said property. The Association shall not mortgage the Common Areas except by resolution approved by two-thirds (66-2/3%) of the total number of votes held by the owners of each class;

B. The right of the Association to suspend the voting rights and the rights to use of the Common Areas for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of published rules and regulations. Assessments shall continue during any suspension period;

C. The right of the Association to limit the number of guests of owners;

D. The right of the Association to grant easements over or to dedicate or transfer all or any part of the Common Areas to any public agency, authority, utility, or other persons or entities for such purposes and subject to such conditions as may be agreed upon by the members. No such grant, dedication or transfer shall be effective unless an instrument approved by two-thirds (2/3) of each class of members agreeing to such grant, dedication or transfer at a meeting called for such purpose has been recorded upon the public records of Warren County, Ohio;

E. The right of the Declarant, his successors and assigns, or any successor Developer, to make any improvements they deem proper upon the Common Areas, even after their conveyance to the Association.

F. The right of the Declarant, its successors and assigns, and the Association, to erect and maintain signs and landscaping within landscape easements upon lots, as shown upon any plat of subdivision of the Property.

G. The right of the Association to promulgate and enforce reasonable rules and regulations governing the use of the space areas and ponds located upon the Common Areas.

Section 3.2. Title to Common Areas. Title to the Common Areas shall be conveyed to the Association free and clear of all liens and encumbrances; provided, however, that the Declarant shall have the right from time to time to reserve for the purpose of development of the Property all or any portion of the Property for various easements and rights-of-way, together with the right to dedicate same where applicable and customary and the right of ingress and egress across the Common Areas in connection with the development of the Property. The Declarant's rights hereunder shall not unreasonably interfere with the Owners' easement of enjoyment.

Section 3.3. Delegation of Use. Any Owner may delegate, in accordance with the applicable Regulations of the Association, his right of enjoyment in the Common Areas to the members of his family resident in the Living Unit, guests, his tenants, or contract purchasers who reside on the Lot. If any owner is a non-occupant and so delegates his rights herein to a tenant or contract purchaser such owner will forfeit his right to use of the Common Areas during such non-occupancy.

895 459

ARTICLE IV

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 4.1. Members. Every Lot Owner shall be a member of the Association, and such membership shall be appurtenant to and may not be separated from ownership of any Lot. The Declarant shall be a member of the Association so long as it qualifies as a Class A or Class B member as defined below.

Section 4.2. Classes and Voting Rights. The Association shall have two (2) classes of voting membership:

A. Class A - Except as provided below, Class A members shall be all Lot Owners except the Declarant, and Class A members shall be entitled to one (1) vote for each such Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the Owners determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

B. Class B - Class B member shall be the Declarant and owners of the property described in Exhibit "B-1" and "B-2". (as defined in the Declaration), and such member shall be entitled to such number of votes as will constitute seventy-five percent (75%) of the total voting power of the Association, so long as the Class B membership continues to exist. The Class B membership shall cease to the extent permitted by Ohio Law and shall be converted to Class A membership with one vote for each Lot owned, on the happening of either of the following events, whichever occurs earlier:

(a) When all of the real property described in Exhibit "B-1" and "B-2" has been annexed to this Declaration and seventy-five percent (75%) of the Lots included herein (up to a total of 900 Lots) have been sold by the Declarant and owners of the property described in Exhibit "B-1" and "B-2" conveyed to individual lot owners;

(b) Seven (7) years after the date this Declaration is filed for record.

Provided, further, that nothing herein shall be construed to prohibit the Class B member from converting all its Class B membership to Class A membership with the results set forth above at any time earlier by written statement executed by the Declarant and delivered to the Association.

ARTICLE V

ASSESSMENTS

Section 5.1. Covenant for Assessments. The Parties hereto, and each person, group of persons or entity which becomes an Owner of a Lot, whether or not it shall be so expressed in any deed or other conveyance, shall be deemed to covenant and agree to pay the Association: (1) annual assessments; (2) special assessments for capital improvements or other services provided by the Association; (3) individual assessments; and such assessments to be fixed, established and collected from time to time as hereinafter provided. All assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, including, but not limited to, reasonable attorneys' fees, shall be a charge on and shall be a continuing lien upon the Lot and improvements against which such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person, group of persons or entity who was the Owner of such property and Lot at the time when the assessment fell due.

Section 5.2. Purpose of Assessments. The assessments levied by the Association shall be used to maintain, promote, protect and enhance the value of the Common Areas.

Section 5.3. Annual General Assessments. An annual general assessment shall be levied on the lots and members owning lots in such amount as determined by the Association to provide and be used for the purpose of: a) providing grass cutting and maintenance of all trees and shrubbery located on any of the Common Areas; (b) providing maintenance and operation of all improvements and structures erected on the Common Areas, including lakes and ponds, and all personal property and equipment maintained thereon, and the maintenance of all open spaces, on Common Areas, or within public streets, including signs and landscaping, and sprinkler systems within landscape easements upon Lots, and including landscaping within rights of way adjacent to landscape easements or Common Areas up to the roadway pavement, all as shown upon any plat of Subdivision of the Property; (c) providing fire and extended coverage insurance, and vandalism and malicious mischief coverage wherever possible (or such other varieties of insurance as may be agreed to by the Association and the Lot Owners, including the contents thereof), all of which insurance policies shall be payable to the Association as Trustee for the Lot Owners, the Association, and their mortgagees, as their interests may appear, the proceeds of which shall be used to restore or replace any improvements damaged or destroyed by any peril covered by said insurance; (d) real estate taxes and assessments on Common Areas; (e) service charges for sewer, water and other utility lines serving Common Areas and landscape easements, (f) management, supervision, legal and accounting expenses; (g) providing reasonable reserves for

contingencies, replacements, maintenance, repairs, other costs incurred by the Association, and working capital of at least two (2) months estimated charges for each lot; and (h) other maintenance and repair of Common Areas as further detailed in Section 6.1 and Section 6.2 of this Declaration.

Section 5.4. Special Assessments. In addition to the annual and individual assessments authorized by this Article, the Association may levy special assessments, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, or unexpected repair or replacement, of a capital improvement located upon the Common Areas, or within landscape easements provided (except in the case of insufficient insurance as set forth in Article VII, Section 7.6) such special assessments shall have the assent of 66-2/3% of the total number of votes held by the Members of each class. A meeting of the Members shall be duly called for this purpose, written notices of which shall be sent to all Members at least fifteen (15) days in advance of such meeting, which notice shall set forth the purpose of the meeting.

Section 5.5. Individual Assessments. In the event that any damage is caused to any of the Common Areas or within landscape easements through the willful or negligent act of a Lot Owner, his family, tenants, guests or invitees, the Board shall have the obligation to correct or repair any such damage, and the costs thereof shall be added to and become a part of the assessment against the individual Lot owned by the Lot Owner, or his family, tenants, guests or invitees causing such damages.

Section 5.6. Basis and Apportionment of Assessments. Both annual general assessments and special assessments, as provided for in Sections 5.3 and 5.4, shall be apportioned equally upon all of the Lots.

Section 5.7. Commencement of Assessments. The annual assessment for each Lot shall commence on the first day of the month following the conveyance of the first Lot in Foster's Pointe Subdivision, Section 2, by the Declarant. The first annual assessment shall be pro-rated for the calendar year beginning January 1, 1993. An assessment equal to twenty-five percent (25%) of the allocated assessment shall be allocated to unsold Lots owned by the Declarant. All assessments shall be payable in advance in equal installments as determined by the Board of Trustees. Failure to mail notices by the dates required shall not affect the rights of the Association to assess Lots as provided herein.

It shall be the duty of the Board of Trustees of the Association to fix the amount of the general assessments applicable to each Lot annually. The Board of Trustees shall make reasonable efforts to fix such amounts, in advance, by the first day of December of each year, and shall, at that time, prepare a roster of the Lots and assessments applicable thereto, which shall be kept in

the office of the Association and shall be open to inspection by any Lot Owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the Owners of any Lot subject thereto. Annual assessments shall become a lien on each Lot on January 1 of each year. Failure to mail notices by the dates required shall not affect the right of the Association to assess lots as provided herein.

Individual and special assessments shall be fixed by the Board of Trustees as provided in this Article, which assessments shall become a lien on the Lots on the date that the Board mails written notice of any such assessment to the Owners of any Lot subject thereto.

Section 5.8. Assessments Certificates. The Association shall, upon demand, at any reasonable time, furnish to any Lot Owner liable for assessments or to his designee a certificate in writing signed by an officer or other authorized agent of the Association, setting forth the status of said assessments, i.e., whether the same are paid or unpaid and the amount outstanding. Such certificate shall be conclusive evidence of the payments of any assessments therein stated to have been paid. A charge not to exceed Fifteen Dollars (\$15.00) may be levied in advance by the Association for each Certificate so delivered.

Section 5.9. Non-Payment of Assessment. Any assessment levied pursuant to these covenants which is not paid on the date when due shall be delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, including reasonable attorney's fees, thereupon become a continuing lien which shall bind such Lot in the hand of the then Owner, his heirs, devisees, personal representative and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall include a penalty of Five Dollars (\$5.00) per month, and the Association may bring an action at law against the Owner personally obligated to pay the same, or to foreclose the lien against the Lot, in either of which events, interest, costs and reasonable attorneys' fees shall be added to the amount of each assessment. No owner may waive or otherwise escape liability for the assessment herein provided for by non-use of any Common Areas or abandonment of his Lot. To the extent any assessment lien is not paid out of the proceeds of a foreclosure sale, and is discharged, the amount thus unpaid shall be deemed to be common expenses and shall be levied against all of the Lots subject to such original type of assessment, at the time of the first assessment of the same type or types next following such next Annual General assessment.

BOOK 895 PAGE 463

Section 5.10. Subordination of Lien to First Mortgage. Any lien for delinquent assessments, as provided in Section 5.9, shall be subordinate to a first mortgage on the Lot, if said first mortgage was recorded before the delinquent assessment came due.

When the mortgagee of a first mortgage of record, or other purchaser of a Lot as a result of judicial execution, acquires title to the Lot as a result of foreclosure of the first mortgage or by deed in lieu of foreclosure of the first mortgage, such acquirer of title, his or its heirs, successors and assigns, shall not be solely liable for the share of the assessment by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer and any lien against such Lot shall be cancelled and voided, and shall become unenforceable. Such unpaid share of assessment shall be deemed to be common expenses collectible from all of the Lots, including that of such acquirer, his or its heirs, successors and assigns.

ARTICLE VI

MAINTENANCE

Section 6.1. Maintenance of Common Lots. The Association shall be responsible for the care and maintenance of the Common Areas, including the improvements structures erected thereon and all landscaping, lakes and ponds. This maintenance obligation shall also include sprinkler systems, signs on landscaping erected or placed within easements or temporary easements upon Lots, as indicated on the plats of subdivision, or within public right of ways by either the Declarant or the Association, as long as the Association elects to continue the existence of same, and the maintenance of all landscaping lying within rights-of-way adjacent to landscape easements or Common Areas, up to the roadway pavement.

Section 6.2. Reserves. The Association shall establish and maintain a reserve account containing such amounts as the Board of Trustees shall annually determine to be necessary to adequately meet the cost of all anticipated repairs, replacements and maintenance activities required of it under this Declaration. Such account shall be funded from the annual general assessments provided for in Article V, Section 5.3.

Section 6.3. Professional Management Contracts. The Association may delegate all or any portion of its authority to discharge its responsibilities herein to a manager or managing agent. Any management agreement shall not exceed three (3) years and shall provide for termination by either party without cause and without payment of a termination fee, on ninety (90) days or less written notice.

ARTICLE VII

INSURANCE

Section 7.1. Fire, Extended Coverage and Standard "All Risks" Insurance. The Association shall maintain insurance for structures and improvements constructed on the common Areas against any loss or damage by fire, lightning and such other hazards as are ordinarily insured by a comprehensive fire, extended coverage and "all-risks" policies issued in the amounts at all times sufficient to prevent the Lot Owners from becoming coinsurers under the terms of any applicable coinsurance clause or provision and in no event less than the actual replacement cost of such structures, as determined from time to time by the insurer.

The insurance required hereby shall be obtained from a fire and casualty insurance company authorized to write such insurance in the State of Ohio which has a general policy holder rating of no less than A, as determined by the then latest edition of the Best's Insurance Reports or its successor guide, and shall be written in the name of the Association for the use and benefit of the Lot Owners and their mortgagees as their interests may appear. The Board and/or its authorized representatives shall have the exclusive right to negotiate and adjust all losses to the Common Areas. Unless the Board determines otherwise, all such insurance shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers or Trustees, and all Lot Owners and Occupants.

Section 7.2. Use of Insurance Proceeds. Unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned) or Owners (other than the Declarant or Developer) of the individual lots have given their prior written approval, the Association shall not be entitled to use hazard insurance proceeds for losses to the Common Areas for other than the repair, replacement or reconstruction of such Common Property.

Section 7.3. Liability Insurance. The Association shall obtain and maintain a comprehensive policy of public liability insurance covering all of the Common Areas and landscape easements, insuring the Association, the Trustees, and the Lot Owners and members of their respective families, tenants and occupants, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injury and/or property. This insurance shall include protection against such risks as are customarily covered with respect to developments similar in construction, location and use, as determined by the Board. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim for a Lot Owner, tenant or occupant because of negligent acts of the Association, the Board, or other Lot Owners, tenants, or occupants.

Section 7.4. Other Insurance. In addition, the Board may purchase and maintain contractual liability insurance, trustees' and officers' liability insurance, and such other insurance as the Board may deem desirable from time to time.

Section 7.5. Insufficient Insurance. In the event the improvements forming a part of the Common Areas or landscape easement areas or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, the Association shall advance such costs in excess of available insurance proceeds. The amount so advanced by the Association shall become a special assessment against all of the Lots, and such assessments shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the non-payment of assessments. The action required to be taken by the Association under this Section shall not require any vote of the members of the Association.

Section 7.6. Fidelity Bonds. The Board shall obtain fidelity bond coverage with respect to any person who either handles or is responsible for funds held or administered by the Association, in an amount no less than the maximum funds that will be in the custody of the Association or its management agent at any time while the bond is in force. Provided, however, the fidelity bond coverage must at least equal the sum of three months' assessments on all Lots in the project, plus the Association's reserve funds. A management agent handling funds for the Association shall also be covered by its own fidelity bond, naming the Association as an additional obligee, at the sole cost of said agent.

BOOK 895 PAGE 467

ARTICLE VIII

USE RESTRICTIONS

Section 8.1. The covenants and restrictions set forth in this Article VIII and/or shown on any plat of subdivision are for the benefit of the Declarant and all lot owners of Foster's Pointe Subdivision, and any portion of the land described in Exhibit "B-1" and "B-2" at such time as said property is annexed to this Declaration, and are to run with the land and shall be binding on all parties and all persons claiming ownership under them. These covenants and restrictions are not applicable to any real property other than the property submitted to this Declaration.

Section 8.2. Enforcement. It shall be lawful for the Declarant, the Association, Mark F. Rippe, or any other person or persons owning real property submitted to this Declaration to prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction herein contained and either to prevent him or them from doing so or to recover damages or other dues from such violation. Before any items of construction may be altered or demolished pursuant to this Section, judicial proceedings must be had against the owner.

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

Section 8.3. Prohibited Uses.

A. All Lots in the within subdivision shall be known and described as residential Lots. No structure shall be erected, altered, placed or permitted to remain on any residential Lot, other than on residential dwellings in conformance with applicable Hamilton Township Zoning, not to exceed two and one-half (2 1/2) stories in height and a private garage for not more than four (4) cars.

B. No Lot shall hereinafter be subdivided into parcels for additional residential purposes.

C. No noxious or offensive trade shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.

D. No trailer, tent, shack, garage, barn or other out-building erected in this subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary nature be used as a residence.

E. No Lot shall be used as a dumping ground for rubbish, trash, garbage or other waste and same shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

F. No barn, stable or other out-building for housing domestic animals or poultry shall be erected on the premises, nor shall any domestic animals or poultry, except dogs, cats or other household pets be permitted, provided same are not raised for commercial purposes.

G. All antennas or receivers must be attached to the principal building on a Lot. No free standing antennas or receivers shall be permitted. The maximum allowable heights shall be ten (10) feet above the roof line.

H. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the record plat. Any Lot area designed for the natural flow of surface water shall at all times be kept free from any obstruction to the natural flow of surface water and any improvements made on or under any easement by the property owner are at the risk of the property owner.

I. No signs of any kind shall be displayed to the public view on any Lot except one professional sign of not more than two (2) square feet, one sign of not more than five (5) feet, or signs used by the Builder to advertise the property during construction and sale period, which signs shall conform to sizes allowed by the current zoning ordinance.

J. No fence shall be erected nearer the front line than the front house line unless same shall be a shrub growth or hedge, not to exceed four (4) feet in height or fifteen (15) feet in length and then it shall not obstruct sight distance or cause an unsafe condition for street use. No cyclone fence or chain link fence shall be erected on any Lot.

K. The dwelling unit floor space of the main structure, exclusive of one (1) story porches and garages shall not be less than two thousand two hundred (2,200) square feet and not less than two thousand four hundred (2,400) per building, being a two (2) story or split level.

L. Each Lot in the subdivision is required to have and shall be serviced by a minimum of one (1) coach light located in the general vicinity of the intersection of the residential driveway and front sidewalk.

M. All driveways and aprons will be constructed of black top, concrete or brick surface.

N. No above ground swimming pools will be permitted.

O. No boats, recreation vehicles, trucks larger than three quarter (3/4) ton pick-up, campers, commercial vehicles shall be stored on any Lot.

F. Construction is prohibited on any building, structure, wall, or outbuilding until the plans and specifications have first been approved by the Declarant or the Declarant's designee. The Declarant or Declarant's designee shall have the sole discretion of approving or rejecting any and all plans as to design, grades, colors, exterior materials, and the location of the buildings and improvements on the lot, which rights shall not be arbitrary. These reserved approval rights shall continue in the Declarant or its designee until such time as the Declarant no longer owns any lots in Foster's Pointe.

Q. All yards are to be completed and shrubbed before occupancy unless written permission is given by the developer because of weather conditions.

R. All garages are to be side, rear or 3/4 entry.

S. The use and enjoyment of the Lakes and ponds by the lot owners is subject to the following rules and regulations:

i. No commercial fishing shall be permitted.

ii. No boats or floatation devices used for the conveyance, movement or locomotion of people shall be permitted on the lakes or ponds, except those permitted pursuant to rules and regulations adopted by the Board of Trustees from time to time.

iii. No person shall dump garbage, refuse or waste on or into the lakes or ponds, nor shall anyone commit waste upon the lakes, the lakebeds, or the shoreline and the Open Space property adjoining the lakes.

iv. No lot owner, his guests, or licensees, shall be permitted to conduct any nuisance or obnoxious activity or use the lakes or the Open Space property adjoining the lakes in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of any owner of adjoining land.

T. Nothing contained herein shall prevent the developer, Joseph F. Rippe or Mark A. Rippe, from imposing additional covenants and restrictions on any or all of the Lots, provided that no such covenants and restrictions shall invalidate any of the foregoing covenants and restrictions.

BOOK 895 PAGE 170

ARTICLE IX

MISCELLANEOUS

Section 9.1. Duration. Except where permanent or perpetual easements or other permanent rights or interests are herein created the terms and provisions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or by any of the Lot Owners, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date of recordation of this Declaration, after which the Declaration shall be automatically extended for successive periods of ten (10) years in perpetuity, unless a recorded instrument signed by the then Owners of two-thirds (2/3) of the Lots have been recorded, agreeing to terminate the Declaration.

Section 9.2. Amendment. The Declaration may be amended, from time to time, as follows:

A. By Declarant: The Declarant reserves the right and power and each Lot Owner by acceptance of a deed to a Lot is deemed to and does grant to the Declarant a Power of Attorney coupled with an interest which shall run with the title to the Lot, and shall be irrevocable except by Declarant for a period of five (5) years from the date hereof, to amend this Declaration to the extent necessary to conform to any requirements imposed or requested by any governmental agency, planning or zoning body, public authority or financial institution, (including the U.S. Department of Housing and Urban Development, the U.S. Veteran's Administration, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or similar agency, without the approval of the Lot Owners, in order to complete the development of the property and to facilitate the making and marketing of first mortgages upon any of the Lots. Any amendment must be recorded and shall take effect only upon recording.

B. By Lot Owners. This Declaration may be amended at any time by an instrument executed by persons or entities enabled to exercise sixty-seven (67) percent of the voting power of both classes of the Association and approved by eligible mortgage holders representing Lots having at least fifty-one (51) percent of the voting power; provided, however, that Declarant's rights hereunder may not be amended or altered without Declarants' prior written consent. Any amendment must be recorded and shall take effect only upon recording.

Section 9.3. Personal Liability. Nothing in this Declaration, the Articles or the By-Laws and Regulations of the Association, or any rules or regulations enacted pursuant to any of the foresaid, shall impose personal liability upon any member of the Board of Trustees or any officer of the Association acting in his capacity

as such, for the maintenance, repair or replacement of part of the Common Areas or landscape easements give rise to a cause of action against any of them except for damages resulting from their own willful omissions or misconduct and each person who becomes an Owner or Member hereby releases and discharges all persons now or hereafter serving as an Officer or Trustee, or both, from any liability for injury or damages to such member or Owner or to such member's or Owner's property and covenants not to initiate any legal proceedings against any such person or persons unless such said person is covered by insurance and in such event the amount of recovery shall be limited to the amount of insurance.

Section 9.4. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 9.5. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or to enjoin violation or to recover damages, and against the land to enforce any lien created by these covenants; and the failure or forbearance by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 9.6. Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way effect any other provision hereof, each of which shall remain in full force and effect.

Section 9.7. Conflicts. In the case of any conflict between this Declaration and either the Articles of Incorporation or the By-Laws of the Association, the Declaration shall control.

Section 9.8. Rights of Mortgage Holders Any first mortgagee or mortgagees of Lots may, jointly or singly, pay any taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay any overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Common Areas, and such first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

The holder, insurer or guarantor of the first mortgage on any Lot may be entitled to timely written notice of the following:

- A. Any condemnation or casualty loss that affects either a material portion of the Common Areas;

B. Any Sixty (60) day delinquency in the payment of assessments or charges owed by the owner of any Lot on which it holds the mortgage;

C. A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association and

D. Any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

The Mortgage holder, insurer or guarantor shall send a written request to the Association, stating both its name and address and the Lot number or address of the Lot upon which it holds a mortgage, in order to obtain the foregoing notices.

Section 9.9. Condemnation. In the event any Common Area or any portion thereof is made the subject matter of any condemnation or eminent domain proceedings or other sought to be acquired by a condemning authority, the proceeds of any award or settlement shall be distributed to the Association for the common benefit of the Lot owners and their mortgagees, as their interests appear.

BOOK 895 PAGE 473

20

BOOK 893 PAGE 184

IN WITNESS WHEREOF, the Declarant hereto has executed this Declaration on this 31st day of August, 1993.

Signed and acknowledged in the presence of:

John P. Dumbacher
Witness

Joseph F. Rippe, Trustee
Joseph F. Rippe, Trustee

William H. ...
Witness

STATE OF OHIO, COUNTY OF HAMILTON, SS:

The foregoing instrument was acknowledged before me this 31st day of August, 1993, by Joseph F. Rippe, Trustee.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal the day and year aforesaid.

John P. Dumbacher
Notary Public, State of Ohio



date. Section 14703 O.R.C.

This instrument prepared by:

John P. Dumbacher, Attorney at Law 1014 Vine Street, Suite 2520 Cincinnati, Ohio 45202 (513) 421-5400

21

BOOK 895 PAGE 474

BOOK 893 PAGE 185

EXHIBIT "A"

Parcel I:

Situate in Hamilton Township, Warren County, State of Ohio and being part of Military Survey 1549, and being Lots No. 30 through 64, inclusive, and the Open Space Lot (0.2183 acres) as shown on the Record Plan for Fosters Pointe, Section 1, recorded in Registered Land Survey Book 1, Page 210 of the Registered Land Records of Warren County, Ohio.

Prior Instrument: Certificate of Title No. 1813 of the Registered Land Records of Warren County, Ohio.

<u>Sidwell Nos.:</u>	<u>Cert#</u>	Lot No.		<u>Cert</u>	
Lot 30:	16-09-206-001	1813	Lot No. 49:	16-09-228-002	1942
31:	16-09-206-002	1813	50:	16-09-221-001	1824
32:	16-09-206-003	1813	51:	16-09-220-001	1813
33:	16-09-212-001	1853	52:	16-09-220-002	1823
34:	16-09-212-002	1815	53:	16-09-220-003	1890
35:	16-09-212-003	1851	54:	16-09-220-004	1906
36:	16-09-212-004	1841	55:	16-09-220-005	1813
37:	16-09-225-001	1818A	56:	16-09-220-006	1851
38:	16-09-225-002	1821	57:	16-09-218-001	1813
39:	16-09-225-003	1827	58:	16-09-218-002	1863
40:	16-09-225-004	1814	59:	16-09-218-003	1917
41:	16-09-225-005	1813	60:	16-09-218-004	1954
42:	16-09-225-006	1881	61:	16-09-218-005	1813
43:	16-09-225-007	1916	62:	16-09-218-006	1907
44:	16-09-225-008	1813	63:	16-09-218-007	1813
45:	16-09-225-009	1928	64:	16-09-218-008	1813
46:	16-09-225-010	1813	Open Space:	16-10-453-024	1813
47:	16-09-225-011	1857			
48:	16-09-225-012	1813			

186 *AL*

EXHIBIT "A"

Parcel II:

Situate in Hamilton Township, Warren County, State of Ohio and being part of Military Survey 1549, and being Lots No. 65 through 90, inclusive, and the Open Space Lot 92 (1.9763 acres) as shown on the Record Plan for Foster's Pointe, Section 2, Recorded in Registered Land Survey Book 1, Page 224, of the Registered Land Records of Warren County, Ohio.

Sidwell Nos.

- Lot 65: 16-09-225-013
- 66: 16-09-225-014
- 67: 16-09-225-015
- 68: 16-09-225-016
- 69: 16-09-225-017
- 70: 16-09-225-018
- 71: 16-09-228-004
- 72: 16-09-228-005
- 73: 16-09-228-006
- 74: 16-09-228-007
- 75: 16-09-228-008
- 76: 16-09-228-009
- 77: 16-09-228-010

- Lot 78: 16-09-228-011
- 79: 16-09-228-012
- 80: 16-09-228-013
- 81: 16-09-228-014
- 82: 16-09-228-015
- 83: 16-09-228-016
- 84: 16-09-221-008
- 85: 16-09-221-007
- 86: 16-09-221-006
- 87: 16-09-221-005
- 88: 16-09-221-004
- 89: 16-09-221-003
- 90: 16-09-221-002
- 92: 16-09-221-010

PG ALL

BOOK 895 PAGE 476

BOOK 893 PAGE 187

EXHIBIT "B-1"

Certificate # 879

Situate in Hamilton Township, Warren County, State of Ohio and being part of Military Survey No. 1548 and 1549 and more particularly described as follows:

Beginning at a point on the Northerly line of said Military Survey No. 1549 being S 64° 28' E distant 968.85' from the original beginning corner of Certificate #879, Registration Book 3 of which this is a part, thence from said point running with the meridian of said Certificate #879 along the lines thereof the following 15 courses; S 64° 28' 00" E 1021.14'; thence N 23° 57' 00" E 776.00'; thence S 57° 28' 00" E 20.23'; thence S 23° 57' 00" W 773.53'; thence S 64° 28' 00" E 293.00' to the most Easterly corner of said certificate; thence S 05° 41' 00" W 1260.59'; thence S 50° 09' 30" W 1319.59'; thence S 13° 59' 30" E 631.89'; thence N 86° 18' 30" W 347.82'; thence S 80° 47' 15" W 1691.73' to the Southermost corner of said Certificate; thence N 48° 45' 00" W 151.14'; thence N 29° 07' 00" E 273.90'; thence N 08° 19' 00" W 586.74'; thence N 21° 11' 00" E 1386.65'; thence by new lines through said Certificate #879 for the following 8 courses; S 53° 40' 00" E 475.93'; thence N 59° 20' 00" E 944.95'; thence S 64° 19' 32" E 633.29'; thence N 25° 40' 28" E 245.00'; thence S 64° 19' 32" E 27.20'; thence N 25° 40' 20" E 305.00'; thence N 66° 43' 54" W 240.21'; thence N 64° 19' 32" W 480.00'; thence along the plat of Foster's Pointe Section 1, R.L. Survey Book 1, Page 210; thence N. 64° 19' 32" W 125.00'; thence N 57° 27' 00" W 150.00'; thence N 25° 16' 49" E 527.23' to the point of beginning, containing 127.6133 acres of ground.

Prior Instrument Reference: Certificate of Title #879 of the Registered Land Records of Warren County, Ohio.

Sidwell No. 16-09-228-017

R

BOOK 895 PAGE 477

BOOK 893 PAGE 188

EXHIBIT "B-2"

16-09-400-001 R

Parcel I (Mark A. Rippe)

Situate in Hamilton Township, Warren County, State of Ohio and being part of Military Survey No. 1549 and being more particularly described as follows and containing 102.721 acres of land;

Beginning at an old stone in the intersection for the centerline of Loveland-Foster Road with the center line of Sibcy Road; thence from said point of beginning with the centerline of Loveland-Foster Road, the following courses and distances, North 4° 28' 30" East, 1349.82 feet, North 3° 10' 30" West, 100.00 feet, North 10° 25' 30" West, 100.00 feet; North 18° 54' 30" West, 100.00 feet, North 26° 53' 30" West, 100.00 feet, North 14° 50' West, 20.30 feet to a point; thence South 48° 45' East, 89.06 feet to a point; thence North 80° 47' 15" East, 1691.73 feet to a concrete monument; thence South 86° 18' 30" East, 643.32 feet to a concrete monument; thence South 4° 05' West, 2179.71 feet to a point in the centerline of Sibcy Road; thence with the said centerline of Sibcy Road, North 85° 36' 30" West, 2183.28 feet to the intersection of the centerline of Sibcy Road with the centerline of Loveland-Foster Road and the point o beginning. Subject to easements in Deed Book 311, Page 420; Deed Book 315, Page 194; Deed Book 314, Page 554; Deed Book 257, Page 381; and Deed Book 140, Page 561 and Deed Book 359, Page 225, Warren County, Ohio Records, and assignments of said easements.

Subject to easement in Deed Book 335, Page 286; Deed Book 413, Page 47 and Deed Book 413, Page 48, Warren County, Ohio Records.

Subject to the rights of the public in Loveland-Foster Road (Butterworth Road) and Sibcy Road, Warren County, Ohio Records. Being subject to all easements of record.

Prior reference: Deed Book 064, Page 87 of the Official Records of Warren County, Ohio Records.

EXHIBIT "B-2"

Parcel II (Elaine B. Rippe)

16-03-151-001 P

Situate in the Township of Hamilton in the County of Warren and State of Ohio, more particularly described as follows, to-wit: part of the Estate of Henry T. Butterworth as found upon Plat Records of Warren County, Ohio, in Volume No. 7, Pages 96, 97 and 98, and being part of Military Surveys Nos. 1548 and 1549. Beginning at the S. E. corner of 85.52 acres that were conveyed to Calista B. Eastman by Rachel M. Balies and husband by deed, Volume 74, Page 113, Warren County, Ohio Records; thence W. with south line of said tract, 1767 feet to a point 706 feet west of the S. W. corner of said tract; thence N. $16^{\circ} 45'$ W. 630 feet to a fence; thence along the line of said fence N. $47^{\circ} 5'$ E. 1313 feet to a stone in the West line of said tract; thence along the West line of said tract N. $2^{\circ} 45'$ E. 1257 feet to a stone; thence N. $68^{\circ} 45'$ W. 293 feet to a stone; thence N. $20^{\circ} 15'$ E. 774.84 feet to the center of the Foster and Maineville road; thence along said road S. $64^{\circ} 30'$ E. 1195.26 feet; thence S. 785.24 feet; thence S. $3^{\circ} 45'$ W. 2318.58 feet to the place of beginning, containing 106.17 acres of land be the same more or less.

Save and except from the above the following described property: Being a part of Military Survey No. 1549, and bounded and described as follows: Beginning at the northeast corner of land belonging to Walter E. Schutt as recorded in Vol. 296, Page 207 of the Deed Records of Warren County, Ohio; thence along the center of Sibcy Road South $5^{\circ} 15'$ West 785.24 feet to a point; thence continuing along the center of Sibcy Road South $7^{\circ} 35'$ West 124.76 feet to an iron spike, said spike being the point of beginning of a 2.65 acre tract to be subdivided; thence along the center of Sibcy Road South $7^{\circ} 35'$ West 215.2 feet to an iron spike; thence South $89^{\circ} 54'$ West 461.29 feet to an iron pin; thence North $7^{\circ} 16'$ East 288.1 feet to an iron pin; thence South $81^{\circ} 01'$ East 458.98 feet to the point of beginning, containing 2.65 acres, and subject to roadway easement 30 feet wide taken by parallel lines off the east side of the above described tract.

Source of Title: Volume 296, Page 207; and Volume 305, Page 627, of the Deed Records of Warren County, Ohio. (See also Volume 306, Page 131 of said Deed Records for the conveyance containing the above excepted parcel of land.)

Prior Instrument Reference: Book No. 401, Page 423 of
the Deed Records of Warren County, Ohio.

BOOK 895 PAGE 480

BOOK 893 PAGE 191

EXHIBIT "C"
BY-LAWS AND REGULATIONS OF
FOSTERS POINTE HOMEOWNERS' ASSOCIATION

Prepared By:

John P. Dumbacher
Attorney at Law
Suite 2520
1014 Vine Street
Cincinnati, Ohio 45202

BOOK 895 PAGE 481

BOOK 893 PAGE 192

TABLE OF CONTENTS

<u>ITEM</u>	<u>PAGE NO.</u>
ARTICLE I .	
1.1 Name and Location.....	1
ARTICLE II Definitions.....	1
ARTICLE III .	
Meeting of Members.....	1
3.1 Annual Meeting.....	1
3.2 Special Meetings.....	1
3.3 Notice of Meetings.....	1
3.4 Quorum.....	2
3.5 Adjourned Meetings.....	2
3.6 Proxies.....	2
3.7 Voting.....	2
3.8 Suspension of Voting Privileges.....	2
ARTICLE IV Board of Trustees; Selection; Term of Office.....	2
4.1 Number.....	2
4.2 Term of Office.....	3
4.3 Removal.....	3
4.4 Compensation.....	3
4.5 Action Taken Without a Meeting.....	3
ARTICLE V Nomination and Election of Trustees.....	3
5.1 Nomination.....	3
5.2 Election.....	4
ARTICLE VI Meetings of Trustees.....	4
6.1 Regular Meetings.....	4
6.2 Special Meetings.....	4
6.3 Quorum.....	4
ARTICLE VII Powers and Duties of the Board of Trustees.....	4
7.1 Powers.....	4
7.2 Duties.....	5
ARTICLE VIII Officers and Their Duties.....	6
8.1 Enumeration of Officers.....	6
8.2 Election of Officers.....	6
8.3 Term.....	6
8.4 Special Appointments.....	6
8.5 Resignation and Removal.....	6
8.6 Vacancies.....	6
8.7 Multiple Offices.....	7
8.8 Duties.....	7

BOOK 895 PAGE 482

BOOK 893 PAGE 193

TABLE OF CONTENTS

ITEM	PAGE NO.
ARTICLE IX Committees.....	7
ARTICLE X Miscellanecus.....	8
10.1 Books and R cords.....	8
10.2 Fiscal Year	8
10.3 Execution of Association Documents.....	8
10.4 Conflict.....	8
10.5 Amendments.....	8

EXHIBIT "C"

BY-LAWS AND REGULATIONS OF
FOSTER'S POINTE HOMEOWNERS' ASSOCIATION

ARTICLE I

Section 1.1. Name and Location. The name of the corporation is Foster's Pointe Homeowners' Association, hereinafter referred to as "Association". The principal office of the corporation shall be located at 1071 Celestial Street, Cincinnati, Ohio 45202, but meetings of members and trustees may be held at such places within Warren County, State of Ohio or Hamilton County, State of Ohio, as may be designated by the Board of Trustees.

ARTICLE II

DEFINITIONS

Section 2.1. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Restrictions, Easements and Liens applicable to the Properties recorded in the office of the Warren County Recorder, and appended to the Articles of Incorporation, as the same may be amended, from time to time.

Section 2.2. As used in these Regulations, the terms "Articles", "Association", "Board", "By-Laws", "Common Areas", "Declarant", "Developer", "Living Unit", "Lot", "Member", "Owner", and "Property", shall have the same meaning as each is defined to have in the Declaration.

ARTICLES III

MEETING OF MEMBERS

Section 3.1. Annual Meeting. The first annual meeting of the members shall be held on the first Monday of August, 1994, and each subsequent regular annual meeting of the Members shall be held on the first Monday of August of each year thereafter, at the hour of 7:30 o'clock p.m.

Section 3.2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Trustees, or upon written request of the Members who are entitled to exercise one-third (1/3) of all the votes of membership.

Section 3.3. Notice of Meetings. Except as otherwise provided in the Declaration, written notice of each meeting of the Members shall be given by, or at the direction of the Secretary or person authorized to call the meeting, by mailing or delivering a copy of

such notice, 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 by such 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 3.4. Quorum. The presence at the meeting of Members entitled to cast, or 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 the Articles of Incorporation, the Declaration or 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 3.5. Adjourned Meetings. If, at any regular or special meeting of the Members of the Association, there 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 3.6. 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 and shall automatically cease upon conveyance by the Member of his Lot.

Section 3.7. Voting. The vote of the majority 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, the Declaration, the Articles of Incorporation of the Association or these By-Laws and Regulations.

Section 3.8. Suspension of Voting Privileges. No member shall be eligible to vote or to be elected to the Board of Trustees who is shown on the books of the Association to be more than thirty (30) days delinquent in the payment of any assessment due the Association.

ARTICLE IV

BOARD OF TRUSTEES; SELECTION; TERM OF OFFICE

Section 4.1. Number. The affairs of this Association shall be

managed by a Board of Five (5) Trustees who, except for Trustees appointed or elected by Declarant, shall be members of the Association, and except that for the first year after incorporation the Board of Trustees shall consist of only three (3) Trustees, all of whom shall be appointed by the Declarant, for a term of two years.

Section 4.2. Term of Office. Each Trustee shall hold office for a term of two years and until his successor is elected, until his earlier resignation, or removal from office or death. At the first Annual Meeting two additional Trustees other than those originally appointed by Declarant shall be elected by all members of the Association, which Trustees shall serve for a term of two years. The successors of the original Trustees shall serve thereafter for a term of two years. However, as long as Declarant shall remain a Class "B" member of the Association Declarant reserves the right to appoint the successor to any Trustee appointed by Declarant. Any Trustee may resign at any time by oral statement to that effect made at a meeting of the Board of Trustees or in writing to that effect delivered to the Secretary of the Association; such resignation shall take effect immediately or at such other time as the Trustee may specify.

Section 4.3. Removal. Any Trustee may be removed from the Board, with or without cause, by a majority vote 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 and shall serve for the unexpired term of his predecessor. However, any Trustee elected or appointed by the Declarant may only be removed by the Declarant, and his successor may only be appointed by Declarant, to serve for the unexpired term.

Section 4.4. Compensation. Members of the Board of Trustees shall serve without compensation. However, any Trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4.5. Action Taken Without a Meeting. The Trustees shall have the right to take any action in the absence of a meeting which 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 V

NOMINATION AND ELECTION OF TRUSTEES

Section 5.1. Nomination. Nomination for election to the Board of Trustees 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 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.

Section 5.2. 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 the provisions of the Declaration and Section 3.7 of Article III of these By-Laws and Regulations. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF TRUSTEES

Section 6.1. Regular Meetings. The Board of Trustees shall meet annually within 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. Should any regular meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 6.2. Special Meetings. Special meetings of the Board of Trustees shall be held when called by the President of the Association, or by any two (2) Trustees, after not less than three (3) days notice to each Trustee.

Section 6.3. 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.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF TRUSTEES

Section 7.1. Powers. The Board of Trustees shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction

thereof:

(b) suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and 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 and not reserved to the membership by other provisions of these By-Laws and Regulations, the Articles of Incorporation, or the Declaration;

(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 they deem necessary, and to prescribe their duties.

Section 7.2. 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 one-fifth (1/5) of each class of Members who are entitled to vote:

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

(c) as more fully provided in the Declaration, 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 the lien against any Lot for which assessments are not paid within sixty (60) days after due date or bring an action at law against the Owner personally obligated to pay the same, if the Board 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 fifteen dollars (\$15.00), may be made by the Board 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) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers having fiscal responsibilities to be bonded, as required by the Declaration; and

(g) cause the Common Areas and landscape easements to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 8.1. 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 may from time to time by resolution create.

Section 8.2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the members.

Section 8.3. Term. The officers of this Association shall be elected annually by the Board 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 other disqualified to serve.

Section 8.4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 8.5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 8.7. Multiple Offices. The office of Secretary and Treasurer may be held by the same person. 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 8.4 of this Article.

Section 8.8. 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 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 by the Board.

(c) Secretary - The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board 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.

(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 reviews of the Association books to be made by a 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 membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

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.

BOOK 895 PAGE 490

BOOK 893 PAGE 201

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 Declaration, 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 begin on the first day of January every 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. Conflict. In the case of any conflict between the Articles of Incorporation and the By-Laws and Regulations, the Articles shall control; and in the case of conflict between the Declaration and these By-Laws and Regulations, the Declaration shall control.

Section 10.5 Amendments. These By-Laws and Regulations may be amended at a regular or special meeting of the members, by affirmative vote of a majority of the total number of votes held by each class of Members of the Association.

BOOK 895 PAGE 491

BOOK 893 PAGE 202

EXHIBIT "D"
ARTICLES OF INCORPORATION OF
FOSTER'S POINTE HOMEOWNERS' ASSOCIATION

Prepared by:

John P. Dumbacher
Attorney at Law
Suite 2520
1014 Vine Street
Cincinnati, Ohio 45202

BOOK 895 PAGE 492

BOOK 893 PAGE 203

EXHIBIT "D"

ARTICLES OF INCORPORATION

OF

FOSTER'S POINTE HOMEOWNERS' ASSOCIATION

The undersigned, desiring to form a corporation not for profit, under the Ohio Non-Profit Corporation Law, Section 1702.01 to 1702.58, inclusive, of the Revised Code of Ohio, does hereby certify:

ARTICLE I

The name of the corporation shall be Foster's Pointe Homeowners' Association.

ARTICLE II

The place in the State of Ohio where the principal office of the corporation is to be located is in the Hamilton Township, Warren County, Ohio.

ARTICLE III

The purpose for which said non-profit corporation is formed, and various other provisions pertaining to this non-profit corporation and its powers are set forth in the following sections of these Articles. This non-profit corporation, hereinafter sometimes referred to as the "Association", does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to act as the Lot Owners' Association with regard to the tracts of real estate specifically described in the Declaration of Covenants, Conditions and Restrictions applicable to said real estate, said Declaration being recorded or to be recorded in the property records of the county where the principal office of this corporation is located. In addition, the specific purposes for which this Association is formed are to provide for the maintenance, preservation and control of the aforesaid real estate and the buildings and improvements situated thereon under the terms of said Declaration, and to promote the health, safety and welfare of the residents and owners of the above described property and to act in the same manner with regard to any other property which may hereafter be brought within the jurisdiction of this Association as part of the same plan, and for these purposes:

(a) to exercise all the power and privileges and to perform all of the duties and obligations of the Association as set forth in the aforesaid Declaration or as the same may be amended from time to time;

(b) to fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office, administrative, and other expenses incident to the conduct of the business of the Association, including all license fees, taxes or governmental charges levied or imposed against the property of the Association;

(c) to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association and subject to the terms of the Declaration;

(d) to borrow money, and with the assent of a majority of the voting power of the Association, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, but only to the extent permitted by the Declaration;

(e) to dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority or utility for such purpose and to the extent and in such manner as may be authorized in the Declaration;

(f) to own, acquire, build, operate and maintain open spaces, private roadways, parking areas, driveways, landscape easements and any structures, fixtures and all personal property incidental thereto, in accordance with the Declaration;

(g) to obtain, pay for and maintain insurance to the extent provided in the Declaration;

(h) to do any other thing necessary, expedient, incidental, appropriate or convenient to the carrying out of the foregoing purposes or which will promote the common benefit and enjoyment of the residents or owners of the Lots, insofar as not prohibited by law or the Declaration: and

(i) to have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Ohio by law may now or hereafter have or exercise, insofar as not prohibited by the Declaration.

BOOK 895 PAGE 494

BOOK 893 PAGE 205

ARTICLE IV

TRUSTEES

The affairs of this Association shall be managed by the Board of Trustees, sometimes referred to as Directors, who need not be members of the Association. The number of trustees may be designated as not less than three (3) nor more than five (5) members by said Association. The names and addresses of the persons who are to act in the capacity of initial Trustees until the selection of their successors are:

<u>Name</u>	<u>Term of Office</u>	<u>Address</u>
Joseph F. Rippe		1071 Celestial Street, Cincinnati, Ohio 45202
Joseph F. Rippe, Jr.		8552 Butterworth Road Maineville, Ohio 45039
Mark A. Rippe		8778 Butterworth Road Maineville, Ohio 45039

ARTICLE V

MEMBERSHIP

Every Owner of a Lot as described in the Declaration and as created by that Declaration which is subject by covenants of record contained in the Declaration to assessment by the Association, including purchasers on land installment contract as such instruments are defined in Ohio Revised Code Chapter 5313, and including contract sellers on other forms of executory contracts for the sale of a Lot, but excluding those holding record title or a similar interest merely as security for the performance of an obligation, shall automatically on acquisition of such ownership interest in a Lot be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Such membership shall terminate upon the sale or other disposition by such Lot Owner of his ownership interest, at which time the new Lot Owner shall automatically become a member of the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

3

BOOK 895 PAGE 495

BOOK 893 PAGE 206

Class A - Class A members shall be all owners (with the exception of the Declarant for as long as Class B membership exists), who shall be entitled to one vote for each lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as set forth in the Declaration and By-Laws.

Class B - Class B members shall be the Declarant (as defined in the Declaration), and such member shall be entitled to a such number of votes as will constitute seventy-five percent (75%) of the total voting power of the Association, as long as the Class B membership continues to exist. The Class B membership shall cease and be converted to Class A membership with one (1) vote for each Lot owned, on the happening of the following events, whichever occurs earlier:

A. When all of the real property described in Exhibit "B" has been annexed to the Declaration by the Declarants and seventy-five percent (75%) of the Lots therein (up to a total of 800 Lots) have been sold and conveyed to individual owners;

B. When the period of time of seven (7) years has expired from and after the date the Declaration is recorded.

Provided, however, that nothing herein shall be construed to prohibit the Class B member from converting all or part of this Class B membership to Class A membership with the results set forth above at any time earlier than the latter of the alternative events referred to above, by a written statement executed by the Declarant and delivered to the Association

ARTICLE VII

DISSOLUTION

Upon dissolution of the corporation, any assets remaining after payment or adequate provision for payment of all debts and obligations of the corporation shall be expended in furtherance of the purposes set forth herein. If no successor in interest to the corporation is formed to administer the property of the corporation, its assets shall be distributed equally to its members according to a plan adopted and administered by the Board of Trustees.

ARTICLE VIII

DURATION

The corporation shall exist perpetually, unless dissolved earlier

under the terms of these Articles.

ARTICLE IX

AMENDMENTS

Amendments of these Articles shall require the assent of members holding at least sixty-seven percent (67%) of the voting power of each class of the Association, except as may be provided to the contrary in the Declaration.

ARTICLE X

DEALING WITH CORPORATION

A director or officer of the corporation shall not be disqualified by his office from dealing or contracting with the corporation as a vendor, purchaser, employee, agent or otherwise; nor shall any transaction, contract or act of the corporation be void or voidable or in any way effected or invalidated by reason of the fact that any director or officer or any firm of which such director or officer is a member, or any corporation of which such director or officer is a shareholder, director or officer, is in any way interested in such transaction, contract or act; provided, however, that the fact that such director, officer, firm or corporation is so interested must be disclosed to or known by the Board of Trustees or such members thereof as shall be present at the meeting of said Board at which action is taken upon such matters. No director or officer shall be accountable or responsible to the corporation for or in respect to any such transaction, contract, or act or for any gains or profits realized by him or by any organization affiliated with him as a result of such transaction, contract or act. Any such director or officer may be counted in determining the existence of a quorum at any meeting of the Board of Trustees of the corporation which shall authorize or take action in respect of any such contract, transaction or act, and may vote to authorize, ratify or approve any such contract, transaction or act, with like force and effect as if he or any firm of which he is a member or a corporation of which he is a shareholder, officer or director, were not interested in such transaction, contract or act.

ARTICLE XI

INDEMNIFICATION OF TRUSTEES, OFFICERS OR EMPLOYEES

The corporation shall indemnify any and every trustee, officer or employee against expenses, judgments, decrees, fines, penalties or amounts paid in settlement in connection with the defense of any pending or threatened action, suit or proceeding, criminal or civil, to which such trustee, officer or employee is or may be made a party by reason of being or having been such trustee, officer or

employee, provided a determination is made by the trustees in the manner set forth in Ohio Revised Code Section 1702.12(e) (1) to the effect (a) that such trustee, officer or employee was not, and has not been adjudicated to have been, negligent or guilty of misconduct in the performance of his duty to the corporation of which he is a trustee, officer or employee, (b) that he acted in good faith in what he reasonable believed to be the best interest of such corporation, and (c) that, in any matter the subject of a criminal action, suit or proceeding, he had no reasonable cause to believe that his conduct was unlawful. Such indemnification shall not be deemed exclusive of any other rights to which such trustee, officer or employee may be entitled under these Articles, the By-Laws of this corporation, any agreement or any insurance purchased by this corporation, or by vote of the members, or otherwise.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Ohio the undersigned Incorporator of this Association has executed these Articles of Incorporation on this 24th day of August, 1993.

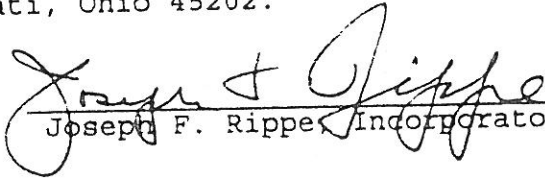

Joseph F. Rippe, Incorporator

BOOK 895 PAGE 498

BOOK 893 PAGE 209

ORIGINAL APPOINTMENT OF AGENT

The undersigned, being the Incorporator of Foster's Pointe Homeowners' Association, hereby appoints Joseph F. Rippe, a natural person resident in the State of Ohio, upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. His complete address is 1071 Celestial Street, Cincinnati, Ohio 45202.

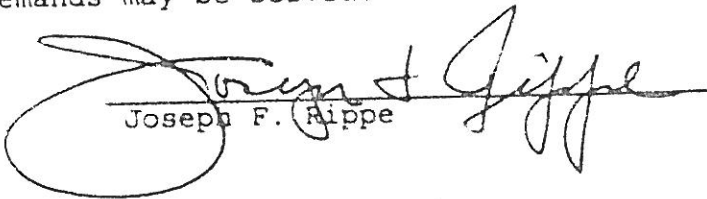

Joseph F. Rippe, Incorporator

Cincinnati, Ohio
August 24, 1993

FOSTER'S POINTE HOMEOWNERS' ASSOCIATION

Gentlemen:

I hereby accept appointment as agent of your corporation upon whom process, tax notices or demands may be served.


Joseph F. Rippe

BOOK 895 PAGE 499

BOOK 893 PAGE 210

Doc # 7174

RECEIVED & RECORDED
BETH DECKARD
WARREN CO. RECORDER

93 AUG 27 PM 2:29

O.R. VOL 893

PAGE 162 FEE 212.00

BOOK

893

PAGE

211

NECESSARY
NICK NELSON, AUDITOR
WARREN COUNTY, OHIO

895

FEE

212.00

REGISTERED LAND

RECEIVED August 27 1993

TIME 2:27 P M

RECORDED August 27 1993

O.R. VOL 893 PAGE 162

R.L. VOL --- PAGE ---

FEE 212.00

BETH DECKARD

Warren County Recorder, Lebanon, O.

212 1/2 *Brian McCony*

06809

RECEIVED & RECORDED
BETH DECKARD
WARREN CO. RECORDER

93 SEP -1 PH 2:54

O.R. VOL 895

PAGE 451 FEE 212.00

TRANSFER NOT NECESSARY
NICK NELSON, AUDITOR
WARREN COUNTY, OHIO



DocId:8868452

Tx:4501545

LINDA ODA
WARREN COUNTY RECORDER

2023-003507

COV & RESTR
02/27/2023 11:14:55 AM
REC FEE: 106.00 PGS: 11
PIN:

11/106

COVENANTS AND RESTRICTIONS REGARDING SOLAR PANELS

These Covenants and Restrictions Regarding Solar Panels (“Restriction or Restrictions”) is executed by Joseph F. Rippe, Trustee (“Rippe”), on this 17th day of February, 2023.

WHEREAS, Joseph F. Rippe, Trustee, executed the Foster’s Pointe Declaration of Covenants, Conditions, Restrictions, Easements, and Liens (“Declaration”) on or about August 26, 1993, which was recorded in Official Record Volume 893 Page 162, and re-recorded in Official Record Volume 895 Page 451, Warren County, Ohio Recorder’s Office;

WHEREAS, Section 8.3(T) of the Declaration permits Rippe to “impose[e] additional covenants and restrictions on any or all of the Lots, provided that no such covenants and restrictions shall invalidate any of the foregoing covenants and restrictions.”

NOW THEREFORE, Rippe hereby institutes the following Restrictions to the property attached hereto as Exhibit A. All references to capitalized terms shall have the same meaning as defined in the Declaration:

Prohibited Uses.

Solar energy collection devices (“Solar Energy Collective Device” or “Device”) shall be permitted to be installed on any Lot, as defined in the Declaration, subject to the following Restrictions. Solar Energy Collection Device means any device manufactured and sold for the sole purpose of facilitating the collection and beneficial use of solar energy, including passive heating panels or building components and solar photovoltaic apparatus.

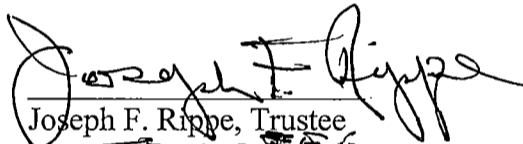
- i. Prior to installation, all Lot owners shall apply to the Association for approval of the Devices. The Association shall review each application and provide approval or denial to the Lot owner within thirty (30) days of application. Should further information be required by the Association, the original application shall be denied and a new application by the Lot owner submitted with changes is required.
- ii. Devices must be made from black, non-reflective material.
- iii. Devices that cause glare to neighboring Owners or motorists shall not be permitted.
- iv. Devices must be installed only on the rear roof of the primary residence on each Lot so they are not visible from the street.
- v. Devices shall not be installed on any exterior walls of any residence.
- vi. All Devices must be installed in accordance with all applicable codes and ordinances, which includes obtaining any and all necessary and applicable permits required for installation.

- vii. All Devices and wiring must be maintained and kept in good repair by the Owner.
- viii. Solar shingles and their placement will be approved or denied on a case-by-case basis in accordance with Section 8.3(U). Solar shingles must match the color of current shingles and must be non-reflective.

Residents shall not trim or remove any trees or other landscaping in Association property or in Association easements when installing solar panels.

The real property described in the attached Exhibit A shall be held, sold, and conveyed subject to these Restrictions, which shall continue to run with the real property described in the attached Exhibit A and be binding on all parties having any right, title, or interest in such real property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, said Joseph F. Rippe, Trustee has hereunto executed these Restrictions on this 17th day of February, 2023.


Joseph F. Rippe, Trustee
TRUSTEE

STATE OF OHIO
COUNTY OF WARREN, ss;

The foregoing instrument was acknowledged before me on this 17th day of February 2023 by Joseph F. Rippe, Trustee.

No oath or affirmation was administered to the signer with regard to the notarial act.


Notary Public

Instrument Prepared By: Paul R. Revelson, Attorney at Law, 1000 E. Main Street,
Lebanon, OH 45036



THOMAS R KNABB
Notary Public
State of Ohio
My Comm. Expires
May 14, 2026

**Legal Description Has Not
Been Submitted For
Verification To The Map Room**

Exhibit A

Situate in Hamilton Township, Warren County, State of Ohio, M.S. 1549, and being Lots No. 1, 2, 8, 14, 20, 21, 22, and 28 as shown on the Record Plan for Fosters Pointe, recorded in Plat Book 18, Pages 23 and 24 of Warren County, Ohio Plat Records.

Parcel # 1610453007 – Lot 1
Parcel # 1610475001 - Lot 2
Parcel # 1610475007 - Lot 8
Parcel # 1610453022 - Lot 14
Parcel # 1610453016 - Lot 20
Parcel # 1610453015 - Lot 21
Parcel # 1610453014 - Lot 22
Parcel # 1610453008 - Lot 28

**Legal Description Has Not
Been Submitted For
Verification To The Map Room**

Situate in Hamilton Township, Warren County, State of Ohio, M.S. 1549, and being Lots No. 30-64, and the open space Lot (0.2183 acres) as shown on the Record Plan for Fosters Pointe, Section 1, recorded in Registered Land Survey Book 1, Page 210, Registered Land Records of Warren County, Ohio.

Sidwell Nos.:

Lot 30: 16-09-206-001
Lot 31: 16-09-206-002
Lot 32: 16-09-206-003
Lot 33: 16-09-212-001
Lot 34: 16-09-212-002
Lot 35: 16-09-212-003
Lot 36: 16-09-212-004
Lot 37: 16-09-225-001
Lot 38: 16-09-225-002
Lot 39: 16-09-225-003
Lot 40: 16-09-225-004
Lot 41: 16-09-225-005
Lot 42: 16-09-225-006
Lot 43: 16-09-225-007
Lot 44: 16-09-225-008
Lot 45: 16-09-225-009
Lot 46: 16-09-225-010
Lot 47: 16-09-225-011
Lot 48: 16-09-225-012

Lot 49: 16-09-228-002
Lot 50: 16-09-221-001
Lot 51: 16-09-220-001
Lot 52: 16-09-220-002
Lot 53: 16-09-220-003
Lot 54: 16-09-220-004
Lot 55: 16-09-220-005
Lot 56: 16-09-220-006
Lot 57: 16-09-218-001
Lot 58: 16-09-218-002
Lot 59: 16-09-218-003
Lot 60: 16-09-218-004
Lot 61: 16-09-218-005
Lot 62: 16-09-218-006
Lot 63: 16-09-218-007
Lot 64: 16-09-218-008
Open Space: 16-10-453-024

**Legal Description Has Not
Been Submitted For
Verification To The Map Room**

Situate in Hamilton Township, Warren County, State of Ohio, M.S. 1549, and being Lots No. 65-90, and the open space Lot 92 (1.9763 acres) as shown on the Record Plan for Fosters Pointe, Section 2, recorded in Registered Land Survey Book 1, Page 224, Registered Land Records of Warren County, Ohio.

Lot 65: 16-09-225-013
Lot 66: 16-09-225-014
Lot 67: 16-09-225-015
Lot 68: 16-09-225-016
Lot 69: 16-09-225-017
Lot 70: 16-09-225-018
Lot 71: 16-09-228-004
Lot 72: 16-09-228-005
Lot 73: 16-09-228-006
Lot 74: 16-09-228-007
Lot 75: 16-09-228-008
Lot 76: 16-09-228-009
Lot 77: 16-09-228-010
Lot 78: 16-09-228-011
Lot 79: 16-09-228-012
Lot 80: 16-09-228-013

Lot 81: 16-09-228-014
Lot 82: 16-09-228-015
Lot 83: 16-09-228-016
Lot 84: 16-09-221-008
Lot 85: 16-09-221-007
Lot 86: 16-09-221-006
Lot 87: 16-09-221-005
Lot 88: 16-09-221-004
Lot 89: 16-09-221-003
Lot 90: 16-09-221-002
Lot 92: 16-09-221-010

**Legal Description Has Not
Been Submitted For
Verification To The Map Room**

Situate in Hamilton Township, Warren County, State of Ohio, M.S. 1548 and 1549, and being Lots No. 93-110, 113-121 as shown on the Record Plan for Fosters Pointe, Section 3, Phase 1, recorded in Registered Land Survey Book 1, Page 236-237, Registered Land Records of Warren County, Ohio.

Lot 93: 16-09-225-019
Lot 94: 16-09-225-020
Lot 95: 16-09-225-021
Lot 96: 16-09-225-022
Lot 97: 16-09-225-023
Lot 98: 16-09-225-024
Lot 99: 16-09-225-025
Lot 100: 16-09-225-026
Lot 101: 16-09-225-027
Lot 102: 16-09-227-003
Lot 103: 16-09-227-004
Lot 104: 16-09-227-005
Lot 105: 16-09-227-006
Lot 106: 16-09-227-007
Lot 107: 16-09-227-008
Lot 108: 16-09-227-009

Lot 109: 16-09-227-009
Lot 110: 16-03-102-001
Lot 111: 16-03-102-002
Lot 112: 16-03-103-001
Lot 113: 16-09-246-001
Lot 114: 16-09-246-002
Lot 115: 16-09-246-003
Lot 116: 16-03-103-002
Lot 117: 16-03-104-001
Lot 118: 16-09-228-018
Lot 119: 16-09-228-019
Lot 120: 16-09-228-020
Lot 121: 16-09-228-021

**Legal Description Has Not
Been Submitted For
Verification To The Map Room**

Situate in Hamilton Township, Warren County, State of Ohio, M.S. 1548 and 1549, and being Lots No. 122-155, as shown on the Record Plan for Fosters Pointe, Section 3, Phase 2, recorded in Registered Land Survey Book 1, Page 248-250, Registered Land Records of Warren County, Ohio.

Lot 122: 16-09-285-001
Lot 123: 16-09-285-002
Lot 124: 16-09-285-003
Lot 125: 16-09-285-004
Lot 126: 16-09-285-005
Lot 127: 16-09-285-006
Lot 128: 16-09-285-007
Lot 129: 16-09-285-008
Lot 130: 16-09-278-001
Lot 131: 16-09-278-002
Lot 132: 16-09-278-003
Lot 133: 16-09-278-004
Lot 134: 16-09-278-005
Lot 135: 16-09-278-006
Lot 136: 16-09-278-007
Lot 137: 16-09-278-008

Lot 138: 16-09-278-009
Lot 139: 16-03-278-010
Lot 140: 16-03-278-011
Lot 141: 16-03-278-012
Lot 142: 16-09-278-013
Lot 143: 16-09-228-026
Lot 144: 16-09-228-027
Lot 145: 16-03-228-028
Lot 146: 16-03-228-029
Lot 147: 16-09-228-030
Lot 148: 16-09-228-031
Lot 149: 16-09-228-032
Lot 150: 16-09-228-033
Lot 151: 16-09-228-034
Lot 152: 16-09-228-035
Lot 153: 16-09-228-036
Lot 154: 16-09-228-037
Lot 155: 16-09-228-038

**Legal Description Has Not
Been Submitted For
Verification To The Map Room**

Situate in the State of Ohio, County of Warren, Hamilton Township, Military Survey 1549, and being lots 194 through 217, and Parcel 1, as known and designated on the plat of Fosters Pointe Section 3 – Phase III, filed for record at Registered Land Survey Book 1 pgs. 256 – 258, Warren County Plat Records.

Lot 194: 16-09-285-009
Lot 195: 16-09-285-010
Lot 196: 16-09-285-011
Lot 197: 16-09-285-012
Lot 198: 16-09-285-013
Lot 199: 16-09-285-014
Lot 200: 16-09-285-015
Lot 201: 16-09-412-001
Lot 202: 16-09-285-016
Lot 203: 16-09-285-017
Lot 204: 16-09-412-002
Lot 205: 16-09-412-003
Lot 206: 16-09-412-004
Lot 207: 16-09-412-005
Lot 208: 16-09-278-016
Lot 209: 16-09-278-017
Lot 210: 16-09-278-018
Lot 211: 16-09-278-019
Lot 212: 16-09-278-020
Lot 213: 16-09-278-021
Lot 214: 16-09-278-022
Lot 215: 16-09-278-023
Lot 216: 16-09-278-024
Lot 217: 16-09-285-018

**Legal Description Has Not
Been Submitted For
Verification To The Map Room**

Situate in Hamilton Township, Warren County, State of Ohio, M.S. 1548 and 1549, and being Lots No. 156-193 and the Open Space Lot (5.2300 acres), Fosters Pointe, Section 4 Phase 1, and replat of Lots 111 and 112 of Foster's Pointe, Section 3, Phase 1, recorded in Plat Book 30 Pages 87-88, Warren County, Ohio Plat Records.

Lot 156: 16-03-102-003
Lot 157: 16-03-102-004
Lot 158: 16-03-102-005
Lot 159: 16-03-102-006
Lot 160: 16-03-102-007
Lot 161: 16-03-102-008
Lot 162: 16-03-102-009
Lot 163: 16-03-102-010
Lot 164: 16-04-372-002
Lot 165: 16-04-372-003
Lot 166: 16-04-372-004
Lot 167: 16-04-372-005
Lot 168: 16-03-107-001
Lot 169: 16-03-107-002
Lot 170: 16-03-107-003
Lot 171: 16-03-107-004
Lot 172: 16-03-107-005
Lot 173: 16-03-107-006

Lot 174: 16-03-107-007
Lot 175: 16-03-107-008
Lot 176: 16-03-107-009
Lot 177: 16-03-107-010
Lot 178: 16-04-372-006
Lot 179: 16-04-372-007
Lot 180: 16-03-112-001
Lot 180: 16-03-112-002
Lot 180: 16-03-112-003
Lot 180: 16-03-112-004
Lot 180: 16-03-112-005
Lot 180: 16-03-112-006
Lot 180: 16-03-112-007
Lot 180: 16-03-112-008
Lot 180: 16-03-112-009
Lot 180: 16-03-112-010
Lot 190: 16-03-112-011
Lot 191: 16-03-112-012
Lot 192: 16-03-112-013
Lot 193: 16-03-112-014
Open Space 16-04-372-001

**Legal Description Has Not
Been Submitted For
Verification To The Map Room**

Situate in Hamilton Township, Warren County, State of Ohio, M.S. 1549, and being Lots No. 218-306 Fosters Pointe, Section 4 Phase 2, recorded in Plat Book 49 Pages 53-56, Official Records of Warren County, Ohio.

Lot 218: 16-03-102-003	Lot 263: 16-03-107-007
Lot 219: 16-03-102-004	Lot 264: 16-03-107-008
Lot 220: 16-03-102-005	Lot 265: 16-03-107-009
Lot 221: 16-03-102-006	Lot 266: 16-03-107-010
Lot 222: 16-03-102-007	Lot 267: 16-04-372-006
Lot 223: 16-03-102-008	Lot 268: 16-04-372-007
Lot 224: 16-03-102-009	Lot 269: 16-03-112-001
Lot 225: 16-03-102-010	Lot 270: 16-03-112-002
Lot 226: 16-04-372-002	Lot 271: 16-03-112-003
Lot 227: 16-04-372-003	Lot 272: 16-03-112-004
Lot 228: 16-04-372-004	Lot 273: 16-03-112-005
Lot 229: 16-04-372-005	Lot 274: 16-03-112-006
Lot 230: 16-03-107-001	Lot 275: 16-03-112-007
Lot 231: 16-03-107-002	Lot 276: 16-03-112-008
Lot 232: 16-03-107-003	Lot 277: 16-03-112-009
Lot 233: 16-03-107-004	Lot 278: 16-03-112-010
Lot 234: 16-03-107-005	Lot 279: 16-03-112-011
Lot 235: 16-03-107-006	Lot 280: 16-03-112-012
Lot 236: 16-03-107-006	Lot 281: 16-03-107-006
Lot 237: 16-03-107-006	Lot 282: 16-03-107-006
Lot 238: 16-03-107-006	Lot 283: 16-03-107-006
Lot 239: 16-03-107-006	Lot 284: 16-03-107-006
Lot 240: 16-03-107-006	Lot 285: 16-03-107-006
Lot 241: 16-03-107-006	Lot 286: 16-03-107-006
Lot 242: 16-03-107-006	Lot 287: 16-03-107-006
Lot 243: 16-03-107-006	Lot 288: 16-03-107-006
Lot 244: 16-03-107-006	Lot 289: 16-03-107-006
Lot 245: 16-03-107-006	Lot 290: 16-03-107-006
Lot 246: 16-03-107-006	Lot 291: 16-03-107-006
Lot 247: 16-03-107-006	Lot 292: 16-03-107-006
Lot 248: 16-03-107-006	Lot 293: 16-03-107-006
Lot 249: 16-03-107-006	Lot 294: 16-03-107-006
Lot 250: 16-03-107-006	Lot 295: 16-03-107-006
Lot 251: 16-03-107-006	Lot 296: 16-03-107-006
Lot 252: 16-03-107-006	Lot 297: 16-03-107-006
Lot 253: 16-03-107-006	Lot 298: 16-03-107-006
Lot 254: 16-03-107-006	Lot 299: 16-03-107-006
Lot 255: 16-03-107-006	Lot 300: 16-03-107-006
Lot 256: 16-03-107-006	Lot 301: 16-03-107-006
Lot 257: 16-03-107-006	Lot 302: 16-03-107-006
Lot 258: 16-03-107-006	Lot 303: 16-03-107-006
Lot 259: 16-03-107-006	Lot 304: 16-03-107-006
Lot 260: 16-03-107-006	Lot 305: 16-03-107-006
Lot 261: 16-03-107-006	Lot 306: 16-03-107-006
Lot 262: 16-03-107-006	