

**DECLARATION OF DEED RESTRICTIONS FOR**  
**SANDY'S FARM**  
**(An Aviation Residential Community)**

May 2004 (B)

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**Declaration of Deed Restrictions**  
**for Sandy's Farm**  
**(An Aviation Residential Community)**

This Declaration of Deed Restrictions is made the \_\_\_\_\_ day of \_\_\_\_\_, 2004, by Sandra D. Shevers.

Declarant is the owner of the real property described on Exhibit A, attached, located in Batavia Township, Clermont County, Ohio near the Clermont County/Sporty's Airport;

Declarant intends to sell residential lots on the Property, with restrictions designed to create Sandy's Farm which will preserve the value and residential airport qualities for the benefit of future owners;

THEREFORE, Declarant declares that the land described on Exhibit A shall be subject to these Deed Restrictions for the benefit of the Property and the Persons who now or in the future own any of the Property or are subject to this Declaration.

**ARTICLE I — Definitions**

Section 1. "ACC" or "Architectural Control Committee" shall mean the Association's Architectural Control Committee as described in Article VI.

Section 2. "Additional Properties" shall mean tracts of real property, together with improvements thereon, whether owned by Declarant or others, which may become subject to this Declaration.

Section 3. "Airport" shall mean the Clermont County/Sporty's Airport owned by the Board of Commissioners of Clermont County, Ohio, in Clermont County, Ohio and to which aircraft access is provided from the Property.

Section 4. "Association" shall mean Sandy's Farm Homeowners Association, Inc., an Ohio not-for-profit corporation, its successors and assigns.

Section 5. "Board" or "Board of Trustees" shall mean the governing board of the Association.

Section 6. "Common Area" shall mean areas shown on a Plat of any of the Property recorded in the Official Land Records of Clermont County, Ohio as Common Area, and any land acquired by the Association, for the use and enjoyment of Owners. The Common Area includes common facilities. The Common Area may refer to several non-contiguous areas.

Section 7. "Declarant" shall mean Sandra D. Shevers, her assigns, or any successor to her interest in the Development.

Section 8. "Declaration" shall mean this document, Declaration of Deed Restrictions for Sandy's Farm, including all provisions set forth in this document, as it may be amended or restated.

Section 9. "Deed Restrictions" or "Restrictions" shall mean the restrictions in this Declaration or in any amendment or restatement of this Declaration.

Section 10. "Development" shall mean the tract of land described in Exhibit A together with all improvements. Upon submission of other tracts of land to the provisions of this Declaration those tracts, together with all improvements thereon, shall become part of the Development.

Section 11. "Development Period" shall mean, with regard to the tract of land described in Exhibit A, a minimum period of five years from the date this Declaration is recorded in the Clermont County Official Land Records, which period may be extended to either a ten year period from the date this Declaration is first recorded in Clermont County Official Land Records or until Declarant has closed the sale of all Lots in the tract of land described in Exhibit A, whichever occurs first. Development Period shall also mean, with regard to Additional Properties, a similar five year period from the date an Additional Property becomes subject to this Declaration, which period may be extended to either a ten year period from the date an Additional Property becomes subject to this Declaration or until Declarant has closed the sale of all Lots in the Additional Property.

Section 12. "Hangar" shall mean a building designed primarily for storing aircraft.

Section 13. "Living Unit" shall mean a structure on a Lot intended for use as a residence by a Single Family.

Section 14. "Lot" shall mean a plot of land shown or designated as a Lot in the Development on a Plat recorded in the Clermont County Official Land Records.

Section 15. "Members" shall mean Owners who are individuals, and also refer to



adult family members who are residents of any Living Unit.

Section 16. "Owner" shall mean the record Owner, whether one or more Persons, of the fee simple title to any Lot, but excluding those whose interest is only security for an obligation. "Owner" may also mean an Owner's legal representative.

Section 17. "Person" shall mean a natural individual, corporation, partnership, limited liability company, trustee, or other legal entity capable of holding title to real property.

Section 18. "Plans" shall mean the plans to be submitted to the ACC. The term "Plans" shall include specifications and working drawings, and a construction schedule, showing the proposed development of a Lot, or changes proposed, and including the locations of structures, drives and parking areas, as well as the shape, height, materials, landscaping, colors, and locations of all improvements and the end result thereof.

Section 19. "Plat" shall mean any Plat of the Development recorded in the Clermont County Official Land Records. Plat shall also include Plats recorded in the future which subdivide Additional Properties.

Section 20. "Property" shall mean, and is used to refer to, Lots, Common Area, Roadways, Taxiways and Additional Properties.

Section 21. "Restrictions" or "Deed Restrictions" shall mean the restrictions in this Declaration or in any amendment or restatement of this Declaration.

Section 22. "Roadways" and "Taxiways" shall mean the rights-of-way shown on a Plat for the purpose of providing access for aircraft and other vehicles to and from the Airport, the Development, and adjoining public roads.

Section 23. "Rules and Regulations" shall mean the rules and regulations either adopted by the Association, or the Standards adopted by the ACC and confirmed by the Association.

Section 24. "Setback" shall mean the distance between structures and the front, or side, or rear lines of a particular Lot.

Section 25. "Single Family" shall mean no more than two generations of individuals.

Section 26. "Standards" shall mean the requirements for the development of Lots which are adopted by the ACC.

## ARTICLE II — Purposes and Plan of Development

Section 1. Purposes. The purpose of this Declaration, and the Restrictions, is to enhance and protect the value, attractiveness and desirability of the Property; to establish an Association to administer the Development; and to provide for the benefit, enjoyment, and well-being of the Owners and other Members of the Association.

Section 2. Property Subject to this Declaration; Minimum Lot Size. Sandy's Farm is a planned aviation community, with no commercial activities, and with single-family residential Lots, each of which shall be at least one-half acre. Each Lot will include access to the Airport for private aircraft.

Section 3. Development of Additional Properties.

(a) Option. Declarant reserves the option to submit or permit Additional Properties to be annexed to the Development. Additional Properties may be added to the Development at any time. There are no limitations fixing boundaries or regulating the sequence or location in which Additional Properties may be added. Additional Properties shall connect with existing Roadways and Taxiways as appearing on a Plat of the Additional Properties which shall be subject to this Declaration and filed in the Official Land Records of Clermont County, Ohio. The exercise of the option for Additional Properties shall not bar the further exercise of this option for more Additional Properties.

(b) No Obligation to Annex. The option reserved by Declarant to cause Additional Properties to become part of the Development shall not impose any obligation to add Additional Properties.

(c) Costs. Costs pertaining to the development and construction of new Roadways and Taxiways for the Additional Properties shall be the exclusive responsibility of the owner of Additional Properties. The Declarant reserves the right to determine the type, extent and location of Common Area, Roadways and Taxiways, and the arrangements for use of existing Common Area, Roadways and Taxiways to be included in any part of the Additional Properties.

(d) **Exercise of Option.** The option reserved by Declarant shall be exercised by the execution of an amendment to, or restatement of, this Declaration filed in the Clermont County Official Land Records. Any amendment or restatement shall submit the Additional Properties to all the provisions of this Declaration. Upon the exercise of the option the provisions of this Declaration shall be construed as embracing both the real property described in Exhibit "A" and all Additional Properties submitted to the terms hereof.

(e) **Applicability of Restrictions.** The Restrictions shall apply to the Additional Properties immediately upon such becoming a part of the Development.

### ARTICLE III — Common Area

Section 1. **Obligations of the Association.** The Association, subject to the rights of Declarant, shall be responsible for the management, control, and maintenance of the Common Area and all improvements thereon (including furnishings and equipment related thereto), shall pay all real property and personal property taxes attributed to the Common Area, and shall keep the Common Area in good, clean, and attractive condition.

Section 2. **Members' Easement of Enjoyment.** Every Member shall have an easement of enjoyment to the Common Area which shall be appurtenant to each Lot.

Section 3. **Delegation of Use.** Owners may delegate rights to the Common Area to family Members and guests, or to tenants who reside in a Living Unit.

Section 4. **Specific Damage.** Owners shall be directly liable to the Association (on their behalf and on behalf of their family, children, guests and tenants) for damage to the Common Area. A special assessment therefor may be levied against an Owner.

Section 5. **Extent of Members' Easements.** The Members' easements to the Common Area are subject to the right of the Association to:

(a) establish Rules and Regulations and to charge reasonable admission and other fees for the use of the Common Area;

(b) suspend the right of any Member to use the Common Area, when any assessment against the Lot where the Member resides remains unpaid for more than thirty days after notice;

(c) suspend the right of a Member to use the Common Area, for a period not exceeding sixty days, for any single, non-continuing infraction of the Rules and Regulations;

(d) mortgage the Common Area (except for Roadways and Taxiways) for the purpose of improvements or repair to the Common Area located therein pursuant to approval of three-fourths of the votes of the Owners who are voting at a regular or special meeting of the Association; however, Declarant shall have the power to approve or disapprove such mortgage during a Development Period;

(e) transfer the Common Area (except for the Roadways and Taxiways) to any public agency or utility for purposes as may be agreed to by the Board. But the Declarant shall have the power to agree to such transfer during a Development Period. No transfer shall be effective unless an instrument has been recorded in the Clermont County Official Land Records.

#### Section 6. Withholding of Use.

(a) The Association may prohibit the use of the Roadways and Taxiways by aircraft from an Owner's Lot if the Owner or the Owner's family, guests, or tenants act in a way which jeopardizes use of the Airport by other Members.

(b) The Association may restrict access to, or charge an individual assessment for the use of, the Common Area by any Owner or Member:

(1) in default in the payment of any assessment;

(2) who uses the Common Area or his aircraft negligently or in a manner harmful to the rights of other users; or

(3) who violates the Rules and Regulations.

These individual assessments shall not exceed \$1,000 per infraction.

Section 7. Alteration and Improvement of Common Area. There shall be no substantial alteration or improvement of the Common Area without prior approval of a majority of the Owners other than Declarant. During a Development Period Declarant may

undertake substantial alterations or improvements of the Common Area provided Declarant bears the cost of the alteration or improvement.

Section 8. No Partition. There shall be no judicial partition of the Common Area.

#### ARTICLE IV — Roadways and Taxiways

Section 1. Roadways and Taxiways. Roadways and Taxiways are for the purpose of providing access for aircraft and other passenger vehicles to and from the Airport, adjoining facilities, and public roads. The Association shall maintain Roadways and Taxiways. Roadways and Taxiways designated on any Plat of Additional Properties shall be used and maintained in a similar fashion.

Section 2. Rules and Regulations. The Association shall adopt Rules and Regulations regarding the maintenance and use of the Roadways and Taxiways, and is empowered to enforce the same consistent with the following:

- (a) Aircraft shall taxi on Roadways and Taxiways only.
- (b) Roadways and Taxiways shall be kept free and clear of obstructions and hazards such as lights, lampposts, landscaping, mailboxes and fences.
- (c) Aircraft and vehicles regularly using the Roadways and Taxiways shall be registered with the Association.
- (d) Members housing aircraft in the Development shall register their aircraft with the Airport and comply with Airport rules.

#### ARTICLE V — Homeowners Association

Section 1. Membership. Every Owner shall be a voting Member of the Association, entitled to the benefits of Membership in the Association. The Owner and his Lot shall also be burdened by all obligations and responsibilities of membership in the Association, and bound by these Restrictions. Persons who hold an interest as Lessee and family members residing in Living Units are non-voting Members. All Members shall be governed by the Restrictions, and the Rules and Regulations, as amended or restated. Persons who hold an interest merely as security shall not be Members.

Section 2. Voting Rights. Owners of Lots are the only voting Members of the

Association. There shall be one vote for each Lot regardless of the size of any particular Lot. An Owner may, by proxy, assign the voting rights to any other Member of the Association. If Additional Properties are added to the Development then the number of votes in the Association shall be increased by the number of Lots on the Additional Properties, so that there shall continue to be one vote per Lot.

Section 3. Election of Trustees. A majority of the Board of Trustees shall be appointed by Declarant during any Development Period. The Code of Regulations of the Association shall provide the procedures for electing the remaining members of the Board and the procedures thereafter.

Section 4. Notice and Quorum Requirements. The Code of Regulations of the Association shall provide the notice and quorum requirements and procedures for meetings of the Members of the Association, except for the notice and quorum requirements regarding annual and special assessments set forth in Article IX, Section 2 hereof.

Section 5. Suspension of Voting Rights. Voting rights of any Owner may be suspended for periods during which assessments on an Owner's Lot or Lots are delinquent, as set forth in Article IX, Section 6 hereof.

Section 6. Association Rules and Regulations. The Association shall adopt Rules and Regulations which shall address, but not be limited to, the following subjects:

- (a) offensive activities
- (b) animals
- (c) restrictions on outdoor storage;
- (d) use of hangars;
- (e) restrictions on multiple ownership of aircraft;
- (f) ensuring access for aircraft from the Development to the Airport.

Section 7. Appointment of ACC. Members of the ACC shall be appointed as provided in Article VI, Section 1 hereof. Members of the ACC may receive reasonable compensation for services rendered, as well as reimbursement for expenses incurred in the performance of their duties, if authorized by the Board.

Section 8. Non-Liability of ACC Members. Neither the ACC nor any member thereof shall be liable to the Association, or to any Owner or any other Person for any loss, damage or injury arising out of or in any way connected with the performance of the ACC's duties. Approval of any Plans or design shall not be deemed approval of, or warranty as to, any plan or design from the standpoint of structural safety or compliance with building or other codes.

Section 9. Confirmation of ACC Rules and Regulations. The Association shall confirm the adoption of the Standards of the ACC as additional Rules and Regulations of the Association.

## ARTICLE VI — Architectural Control

Section 1. Sandy's Farm Architectural Control Committee. The ACC shall consist of three Persons. During any Development Period, two members of the ACC shall be appointed by the Trustees of the Association and one member shall be appointed by the Declarant. Thereafter, all members of the ACC shall be appointed by the Board of Trustees.

Section 2. Purposes. The ACC shall regulate the external design, appearance, and location of improvements in the Development so as to best preserve and enhance values and maintain a harmonious relationship among structures and the natural vegetation and topography.

Section 3. Standards of the ACC. The ACC shall adopt Standards which implement the Development's purposes, interpret these Deed Restrictions, and set forth requirements for development of Lots. The Standards may be confirmed by the Board of Trustees. The Standards of the ACC shall not contravene any provision of these Restrictions, the Articles of Incorporation, or the Code of Regulations of the Association.

Section 4. Submission and Approval of Plans.

(a) An Owner wishing to develop or alter a Lot shall submit two copies of Plans to the ACC for approval. Until Plans showing the proposed development of the Lot, or changes proposed, have been submitted to and approved in writing by the ACC, and any other permits and approvals necessary have been obtained, no: (1) clearing, grading, other excavation, changes in grade or work which in any way alters the elevations of any Lot from its natural or improved state existing on the date the Lot

was first conveyed by the Declarant to an Owner; (2) construction, alteration, or repair of a building or other structure; or (3) additions, alterations, change of paint colors, and alterations in the exterior appearance of any Lot or the improvements including replanting, antennas, clotheslines or other external attachments; shall be commenced or take place. Refusal or approval of plans, locations or specifications by the ACC may be for any reason, including purely aesthetic reasons which, in the sole discretion of the ACC, shall be deemed sufficient.

(b) Each Lot adjoining Taxiway rights-of-way may have a hangar for the storage of private aircraft. Such hangar will be subject to ACC approval and must be compatible with the adjoining Living Unit.

Section 5. Size of Buildings. Residences shall have a ground floor minimum area of 3,000 square feet in the case of one-story dwellings, with a minimum total floor area of 3,500 square feet and a ground floor minimum of 2,000 square feet in the case of two-story structures, exclusive of garages, porches and terraces; but a hangar may be counted as part of the ground floor minimum area where a hangar is part of the residence in a manner creating a uniform and attractive appearance for the residence. Hangars shall be a minimum size of at least 2,000 square feet and a maximum size of 3,000 square feet. Unless specifically excepted by the ACC, each residence shall have a fully-enclosed automobile garage, sized for two or more cars.

Section 6. Architectural Control Restrictions.

(a) Except as approved by the ACC, and only for reasonable periods of construction, no temporary house, mobile home or tent shall be erected. No storage building, hangar or other out-building shall be used for residential purposes.

(b) All electrical, telephone and other utility lines shall be run underground.

(c) No signs shall be displayed on or about any Lot without the written permission of the ACC. The ACC shall have the right in its sole discretion to prohibit or control and approve the size, construction, material, wording, and location of all signs. The ACC may summarily remove and destroy unapproved signs.

(d) There shall be only one name plate and one mailbox for each Lot. The design and form of name plates and mailboxes are subject to the prior approval of the ACC.



(e) When buildings on any Lot are constructed in whole or part of concrete, concrete blocks, or fabricated masonry block, the entire surface of such blocks exposed above finish grade shall be veneered in a manner approved by the ACC.

(f) Manufactured homes and trailers are not permitted.

(g) No building shall exceed the height of thirty-five feet.

(h) No:

- (1) above ground swimming pools
- (2) fuel storage facilities;
- (3) outdoor lighting which could interfere with the safe operation of aircraft or vehicles; or
- (4) interfering electronic equipment;

are permitted in the Development

(i) One or more hospitality light standards, of a design approved by the ACC, may be located in the front yard of any Lot.

(j) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or on the Common Area. But dogs, cats and other household pets may be kept subject to Rules and Regulations so long as they are not kept or bred for commercial purposes.

(k) No fence, wall, or shrub planting shall be permitted on any Lot, except as approved by the ACC. When fencing is approved by the ACC the standard fence is split rail (2-rail).

(l) Window air conditioning units are not permitted.

(m) Television or other outside antenna systems may be permitted only with the specific consent of the ACC.

(n) Flag poles shall be no more than forty feet in height.

Section 7. Exceptions. The ACC may issue written, signed, temporary or permanent permits for exceptions to any of the Standards provided the ACC can show good

cause for doing so.

Section 8. Failure of ACC to Act. In the event the ACC fails to act on a written request by an Owner within thirty days, approval will deem to have been given unless during such thirty day period or any extension thereof, the ACC notifies the Owner requesting approval that additional time is required and specifying the date the ACC expects to be able to respond, which shall not be later than thirty days from the ACC's notice to Owner.

Section 9. Appeal. An Owner may appeal an adverse ACC decision pursuant to Association Rules and Regulations.

Section 10. Application to Rebuild. Any Owner who has suffered damage to his Living Unit by reason of fire or any other casualty, and who is obligated to rebuild pursuant to Article VII, Section 7 hereof, may apply to the ACC for rebuilding or repair in plans which provide for a design different from the previously approved Plans.

## ARTICLE VII — Use of Property

### Section 1. Use Restrictions.

(a) Residential Use. Lots are for Single Family residential use only. An Owner may lease to a Single Family as Tenants, subject to all of the provisions of the Declaration. Only whole Lots may be leased.

(b) Restrictions on Further Subdivision. No Lot shall be further subdivided or separated into smaller Lots, and no portion less than all of any Lot, shall be conveyed or transferred by an Owner. Declarant, however, may open a Roadway through any Property to serve adjoining property. Any portion of a Lot through which a Roadway has been platted but which is not used for such purpose may be added to an adjoining Lot to be sold as a single parcel by the Declarant. Deeds of correction, deeds to resolve boundary disputes, and similar corrective instruments are permitted.

Section 2. Construction. Once construction is commenced on any structure it shall continue until completion. Interruptions shall only be because of weather or other conditions hindering construction. All construction of residences and hangars shall be completed within six months of the date construction is commenced.

Section 3. Utility Easements. Utility purposes includes electricity, cable television, water, drainage, gas, sewer, telephone, and similar facilities, deemed by the Declarant necessary for the service of any property within the Development. Permits, licenses, easements, and rights-of-way may be granted or assigned by Declarant to any person furnishing the utilities or facilities.

- (a) A strip of land six feet wide running along all sides of all Lots is reserved for utility purposes.
- (b) The entire Common Area is subject to permits, licenses, easements, and rights-of-way granted for utility or other purposes reasonably necessary or useful.
- (c) No structure shall be built upon utility easements. Easement property shall be open to any public utility or private service corporation as needed.

Section 4. Easement to Correct Drainage. Declarant reserves a blanket easement within the Property to maintain or correct drainage of surface water. Declarant's easement includes the right to cut trees and other vegetation, alter grading, and take similar action reasonably necessary, following which the Declarant shall restore the affected property to its original condition as near as practicable. Except in the event of an emergency the Declarant shall give reasonable notice of intent to take such action to affected Owners. In the exercise of such easement rights Declarant shall not disturb any Living Unit or other substantial improvement.

Section 5. Maintenance of Property. Each Owner shall maintain his Lot and improvements in good order and repair and free of debris, keeping the same in a neat and attractive condition comparable to the condition of improvements at the time of initial construction, excepting only normal wear and tear. This includes painting (or other appropriate external care) improvements and maintenance of grounds and landscaping in a manner consistent with good property management.

Section 6. Right to Take Corrective Action. Upon the failure of any Owner to maintain his Lot or improvements in a neat and attractive condition, the Association, may, after ten days notice to the Owner, enter the Lot, have grass and other vegetation cut, debris

removed, and perform such other work including repair and restoration of the exterior of improvements. The costs of such corrective action may be collected from the Owner as provided in Article VIII, Section 4 hereof.

Section 7. Obligation to Repair and Rebuild. If any improvement is damaged or destroyed by fire or other casualty it shall be the duty of the Owner, with due diligence and subject to the ACC, to rebuild or repair the improvement in a manner which will restore it to its condition immediately prior to the casualty. Reconstruction shall commence within ninety days of the damage, and shall be completed within six months thereafter.

Section 8. Offensive Uses Prohibited. The Development is an aviation fly-in community. Therefore certain noise associated with the use and maintenance of aircraft is expected. But no activity shall be carried on which is an annoyance to the neighborhood. Extended "run-up" of aircraft engines shall only be allowed at the Airport. No commercial activity shall be permitted except as pertains to the construction and sale of single-family homes. A Person residing in the Development may maintain an office for his or her personal professional use, but no one other than a resident of the Development shall engage in such activities. No office shall be advertised, held out, or used as a place for service to customers, clients, or patients.

Section 9. Aircraft Operations. Aircraft have the right-of-way when taxiing on the Roadways and Taxiways. Aircraft shall "run-up" on the Airport, not in the Development. No low-level flying or hazardous activities will be permitted about the Development.

Section 10. Unattended Aircraft. Aircraft shall be kept in hangars. Any aircraft parked or left unattended may be removed to a tie-down location at the Airport and secured at the expense of the owner of the aircraft.

Section 11. Use of Airport. The Airport is a public use facility owned by the Board of Commissioners of Clermont County. The Commissioners have granted an easement for the use of the Airport from the Development. The Members are required to follow all requirements of the County and the Airport when using the Airport.

## ARTICLE VIII — Enforcement

Section 1. Liberal Construction of Declaration; No Waiver. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Development. The Association may enforce these Restrictions and its Rules and Regulations by proceeding at law or in equity against Persons violating or attempting to violate any of these Restrictions or the Rules and Regulations, either to restrain or enjoin violations, to recover damages, and against any Lot to enforce any lien. Any Person violating or attempting to violate any of the Restrictions or the Rules and Regulations shall pay the Association its reasonable attorneys' fees and costs. The sums owed shall be secured by a lien against any Lot owned by the Person. Failure or forbearance shall not be deemed a waiver of the right to do so at a later time.

Section 2. Denial of Aircraft Access to Airport. Following a vote of three-quarters of the Owners and notice to the Owner, the Association may enforce its rights and withhold a Member's access to the Airport by blocking the exit from an Owner's Lot. See also Article III, Section 6.

Section 3. Presumption Regarding Remedy. There is a conclusive presumption that any violation, or any attempted violation of any of the Restrictions or the Rules and Regulations cannot be adequately remedied solely by an action at law or exclusively by recovery of damages.

Section 4. Costs of Corrective Action. An Owner shall be liable for the cost of any corrective action taken in accordance with Article VII, Section 6. The costs may be assessed as an individual assessment, and create a lien on the Lot, enforceable by the Association in any appropriate proceeding at law or in equity. The lien shall secure the Association's attorneys' fees and costs but be subordinate to the lien of any first mortgage. The lien shall be foreclosable as provided in Article IX, Section 8.

Section 5. Applicable Zoning. The Batavia Township Zoning Resolution, Clermont County, Ohio, including Setbacks as applicable to the Property, shall be observed. In the event of a conflict between the Zoning Resolution and the Restrictions, the Rules and Regulations, or the Standards, the more restrictive provisions shall apply.

## ARTICLE IX — Budgets and Assessments

Section 1. Annual Budget. The Board shall adopt an annual budget for each fiscal year which shall include the annual assessment (see Section 3 of this Article IX) and provide for allocation of expenses. The budget shall include all operating and capital obligations imposed by the Declaration.

Section 2. Notice and Quorum Requirements Regarding Assessments. Written notice of any meeting called by the Board of Trustees for the purpose of voting on an assessment shall be given to all Owners. The notice shall include special mention of the meeting's purpose. Notice shall be sent to all Owners not less than ten, and no more than thirty, days in advance of such meeting. A quorum shall consist of one-third of the Owners.

Section 3. Annual Assessment.

(a) Purpose of Assessment. Annual assessments shall be made for maintenance, management, and operating purposes. Maintenance, management and operating expenses include all expenses deemed by the Trustees of the Association to be necessary and proper for the management, maintenance and repair of its property and the Common Area, and for the operation of the Association. The annual assessment will include amounts required by the Airport for airport security.

(b) Basis for Assessment. The annual assessment of the Association shall be divided pro rata among the Owners of the Lots. The pro rata division shall be based on the real estate assessments for land and improvements by the Clermont County Auditor. Except as otherwise provided in Section 10 of this Article IX, upon the addition of Additional Properties to the Development, the Property being added shall also pay pro rata assessments. Assessments are due regardless of whether Property is improved or whether the Common Area is used by an Owner or Member.

(c) Method of Assessment. The Board of Trustees shall fix the annual assessment to be sufficient to meet the obligations imposed by this Declaration. Should the Association, at any time determine that the annual assessment made is not sufficient to pay expenses, or, in the event of emergency, the Board shall have authority to levy and collect additional annual assessments to meet such needs of the Association.

(d) The Board shall set the dates assessments or installments thereof are due. The Board may provide for collection of assessments annually or in monthly, quarterly, or

semi-annual installments. Upon default in the payment of any one or more installments, the entire assessment may be accelerated and be declared due and payable in full. Annual assessments may not be increased from year to year by more than 25% without the approval of a majority of the Owners.

Section 4. Special Assessment for Capital Improvements. In addition to the annual assessments and subject to the limitations mentioned hereafter, the Association may levy for any year a special assessment applicable to that year and not more than the next five succeeding years to defray the cost of a capital improvement upon the Common Area, if approved by a majority vote of the Owners. No Owner may waive or otherwise escape liability for a special assessment by non-use of the Common Area or abandonment of a Lot. So long as the Declarant holds at least fifteen percent of the Lots that may become a part of the Development, no capital assessments shall be made without the consent of Declarant. During Development Periods, special assessments shall be borne by all of the then existing Owners and by the Declarant. Special assessments shall be at a uniform rate per Lot.

Section 5. Individual Assessments. Pursuant to the Association's power and authority to enforce these Restrictions and its Rules and Regulations, and the powers granted pursuant to this Declaration, the Board of Trustees may, upon reasonable notice and an opportunity to be heard by the Board, separately assess an Owner an individual assessment for failure to maintain a Lot in a neat and attractive condition and for other reasons as provided herein. The individual assessment shall not exceed the greater of \$1,000 or the cost to the Association. Individual assessments are collectible in a manner determined by the Board.

Section 6. Delinquent Assessments. Any assessments not paid within thirty days of the date when due shall be delinquent and bear interest from the due date at the highest rate allowed by law until paid. The Association may also bring an action at law against the Owner of the Lot obligated to pay the same, or to foreclose the lien against the Lot. The Owner shall be obligated to pay all of the Association's reasonable attorneys' fees and costs incurred in connection with the collection of assessments, whether suit is brought or not. Any Owner delinquent in the payment of an assessment may be denied use of the Common Area and may have voting rights suspended during the period of delinquency.

Section 7. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, by accepting a deed, agrees to pay the Association: (a) annual assessments; (b) special assessments for capital improvements; and (c) individual assessments.

Section 8. Duration of Liens. All assessments, interest thereon, and costs of collection including reasonable attorneys' fees shall be a charge on each Owner's Lot and a continuing lien upon the Lot against which each assessment is made. Each assessment, the interest thereon, and costs of collection including reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such property at the time when the assessment was made. The liens created may be foreclosed in the same manner as provided for the foreclosure of mortgages upon real property. Liens may be enforced from and after the time of recording in the Clermont County Official Land Records. A lien shall continue in effect until all sums secured by the lien are fully paid. The lien may include assessments which accrue and remain unpaid upon entry of final judgment to collect the assessments, together with interest at the highest rate allowed by law and all costs incurred by the lien claimant in perfecting and enforcing the lien, including reasonable attorneys' fees and costs. Upon full payment, the Owner shall be entitled to a recordable satisfaction of lien.

Section 9. Subordination of the Lien to Mortgages. A lien for assessments shall be subordinate to the lien of any first mortgage on the Lot. No transfer shall relieve an Owner from liability for assessments that became due prior to the sale or transfer. Following a written request to the Association holders of first mortgages on Lots may receive written notice of meetings of the Association and notice of any material amendment to, or a restatement of, the Declaration. If the holder of a first mortgage accepts and records a deed in lieu of foreclosure this shall operate as a release of a subordinate claim of lien by the Association. The Owner shall then pay a reasonable rental for the Lot, and the Association shall be entitled to the appointment of a receiver without bond. The Association may sue for unpaid assessments without waiving its lien.

Section 10. Declarant's Liability. The Declarant shall be excused from annual assessments assessed against any Property owned by the Declarant during a Development Period.



## ARTICLE X — General Provisions

Section 1. Dispute Resolution. In the event of any dispute between two or more Owners regarding these Restrictions, any of the Rules and Regulations, or the Standards, an Owner may submit a complaint in writing to the Board specifying the dispute. The Board shall set a time, date, and place for a hearing within sixty days after receipt of the complaint, and give written notice to each affected party no less than thirty days in advance. The Board shall hear evidence on the dispute and render a written decision to each party within thirty days after the hearing. No suit or other legal action may be instituted by an Owner until a dispute resolution proceeding has taken place.

Section 2. Insurance. Each Owner, and non-voting Members and guests or tenants, are expected to have aircraft bodily injury and property damage liability insurance for the operation of civil aircraft, as appropriate.

Section 3. Notices. Notices to Owners shall be in writing and may be hand delivered or sent by certified mail return receipt requested to the address of the Owner as shown on the Association's records. Notices to the Association or the ACC shall be hand delivered to the officer of the Association designated to receive notices or sent by certified mail return receipt requested to the address of the Association designated for notices. Notices shall be deemed delivered on the date of receipt.

Section 4. Use of Airspace. Owners are restricted from taking any action to interfere with (a) the passage of aircraft in and through the airspace above the Development and (b) Members' use and enjoyment of the Development.

Section 5. Binding Effect. These Deed Restrictions and any duly adopted amendment recorded in the Official Land Records of Clermont County, Ohio shall run with the land in perpetuity and shall be binding on all parties and Persons claiming under them.

Section 6. Amendment. This Declaration may be modified, altered, or amended at any time by written instruments recorded in the Clermont County Official Land Records, by record Owners of two-thirds or more of the total votes of the Owners. During any Development Period, amendments must also have the written approval of Declarant and a majority of Owners other than the Declarant.

Section 7. Liability. Neither Declarant, the Association nor any Owner (merely because of status as such Owner) shall have any responsibility or liability to anyone for loss

or damage to any Person or aircraft due to theft, vandalism, windstorm, tornadoes, negligence of the owner or user of any aircraft, fire, acts of God or other perils. In addition, Declarant, its successor or assigns, shall not in any manner be held liable or responsible, either directly or indirectly, for any violation of this Declaration by any Person other than itself.

Section 8. Rights Passing to Association. All rights of the Declarant shall be rights of the Association after an appropriate Development Period.

Section 9. Invalidation. Invalidation of any one of the provisions or covenants of these Deed Restrictions shall not affect any other provisions, and this Declaration shall remain in full force and effect.

Section 10. Rights of Declarant During Development Period. During any Development Period no Owner nor the Association shall interfere with the Declarant's development of the Property.

IN WITNESS WHEREOF, Sandra D. Shevers has caused these Restrictions to be signed by her this \_\_\_\_ day of \_\_\_\_\_, 2004.

WITNESSES:

\_\_\_\_\_  
Sandra D. Shevers

\_\_\_\_\_

\_\_\_\_\_

STATE OF OHIO :

: SS.

COUNTY OF CLERMONT :

Before me, a Notary Public in and for said County and State aforesaid,

personally appeared Sandra D. Shevers who acknowledged that she signed the foregoing instrument and that the same is her free act and deed and the free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name at  
Batavia Township, Ohio this \_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

This instrument prepared by:

William H. Anderson  
Attorney at Law  
Sporty's Drive  
Batavia, Ohio 45103-9747  
513/735-9100