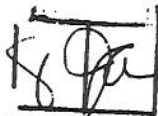


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**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATION OF EASEMENTS
FOR SYCAMORE HILLS SUBDIVISION**

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Declarant, J.W. VOSKA DEVELOPMENT COMPANY, INC., is the owner of certain real estate in Montgomery County, Ohio, described in Exhibit "A", attached hereto and incorporated herein (hereinafter referred to as "Property").

Declarant hereby declares that the Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions and reservation of easements herein, which are for the purpose of protecting the value and desirability of and which shall run with the Property submitted hereunder or which may subsequently be added, and shall be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

1.1 Declarant. "Declarant" means J.W. Voska Development Company, Inc., an Ohio corporation, its successors and assigns.

1.2 Declaration. "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Sycamore Hills Subdivision, including any amendments hereto.

1.3 Default. "Default" means any violation of, breach, or failure to comply with the terms and conditions of this Declaration, as more particularly defined in Article V.

1.4 Dwelling Unit. "Dwelling Unit" means a building situated on the Properties designed and intended for use and occupancy as a single family residence.

1.5 Lot. "Lot" means the physical portion of the Property designated for separate ownership or occupancy, the boundaries of which are described on the Record Plat.

1.6 Occupant. "Occupant" means any person in possession of a Lot or Dwelling Unit whether or not such possession is lawful and shall include but not be limited to, an Owner's family members, guests, invitees, tenants and lessees.

1.7 Owner. "Owner" means the Declarant or other person or entity who owns a Lot, but does not include a person or entity having an interest in a Lot solely as security for an obligation.

1.8 Property. "Property" or "Properties" means the real estate described in Exhibit "A" attached hereto and any other property which may be made subject to the terms of this Declaration, together with any improvements made thereon.

1.9 Record Plat. "Record Plat" means the plat of Sycamore Hills Subdivision as shown in Plat Book 160 Pages 47A and 47, of the Montgomery County, Ohio Plat records, including any subsequent plats or replats.

1.10 Surface Water Management System. "Surface Water Management System" shall mean the system designed for the subdivision in accordance with the county engineer's requirements for storm water, soil erosion and sediment control, including, without limitation, the following: drainage easements as shown on the Record Plat; detention basins including concrete gutters and outlet structures; and storm sewers, manholes, catch basins, pipes, headwalls, streams, ditches, gabions, rip rap, and rock if used for channel protection.

ARTICLE II

Restrictions

2.1 Use and Occupancy. The following restrictions are applicable to the use and occupancy of the Property.

2.1.1 Compliance with Laws. No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner.

2.1.2 Harmful Discharges. There shall be no emissions of dust, sweepings, dirt, cinders, odors, gases or other substances into the atmosphere (other than normal residential chimney emissions), no production, storage or discharge of hazardous wastes on the Property or discharges of liquid, solid wastes or other harmful matter into the ground or any body of water, if such emission, production, storage or discharge may adversely effect the use or intended use of any portion of the Property or may adversely effect the health, safety or comfort of any person. No waste nor any substance or materials of any kind shall be discharged into any public sewer or the Surface Water Management System serving the Property or any part thereof in violation of any regulation of any public body having jurisdiction over such public sewer, or Surface Water Management System.

2.1.3 Noise. No person shall cause any unreasonably loud noise (except for security devices) anywhere on the Property, nor shall any person permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any person lawfully present on any portion of the Property.

2.1.4 Signs. Except for such as may be posted by the Declarant or any builder for sales and marketing purposes, no signs of any permanent character shall be erected, posted or displayed on any Lot. "For sale" signs, political or similar such residential purpose signs, not exceeding six (6) square feet in area may be erected, posted or displayed on a temporary basis.

2.1.5 No Trade or Business. No trade or business of any kind may be conducted in or from any Lot or Dwelling Unit except that an Owner or Occupant of a Lot or Dwelling Unit may conduct such business activity within the Lot or Dwelling Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the Lot or Dwelling Unit; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming on to the Lot who do not reside in the Property; and (d) the business activity is consistent with the residential character of the Property.

The terms "business" and "trade" as used in this provision shall be construed to have their ordinary generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether (i) such activity is engaged in full-time or part-time; (ii) such activity is intended to or does generate a profit; (iii) a license is required thereof. The term "trade" or "business" for purposes of this restructure shall not include the construction, operation and maintenance of any model home or homes and sales offices by any builder during reasonable hours.

2.1.6 Trash. Except in connection with construction activities, no burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials or trash of any other kind shall be permitted on any Lot. Trash containers (except during construction) shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot.

2.1.7 Parking; Vehicle Repairs. Except in connection with construction activities, trucks, trailers, campers, recreational vehicles, boats and other large vehicles may be parked

on the Property only if in garages. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any portion of the Property. Vehicle repairs and storage of vehicles are permitted on the Property only if in garages.

2.1.8 Animals. The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited on any Lot or upon except that the keeping of guide animals and orderly domestic pets (e.g., dogs, cats or caged birds), is permitted. Such pets are not to be kept or maintained for commercial purposes or for breeding. No dogs runs or external compound for animals are permitted.

2.1.9 Open Fires. Open burning is not permitted on the Property, except that outdoor fireplaces, grills, and chimneys may be used if equipped with fire screens to prevent the discharge of embers or ashes.

2.2 Architectural Restrictions. The following architectural restrictions shall be applicable to the Property.

2.2.1 Plan Approval. No construction (which term shall include within its definition staking, clearing, grading and other site work) and no planting or removal of plants, trees or shrubs shall take place until the requirements of this section have been fully met. Prior to any construction, the Owner shall first submit to the Declarant a complete set of building plans for the purposed construction. The Declarant shall approve reject or modify such plans in a writing sent to the Owner in question not more than thirty (30) days after the plans are submitted to the Declarant. The thirty (30) day period shall commence upon execution of a written notice by the Declarant acknowledging receipt of plans and specifications and all information required therewith. The Declarant shall review the plans as to the quality of workmanship and design and harmony of external structures with existing structures and as to location in relation to surrounding structures, topography and finish grade elevation. The Declarant shall not unreasonably withhold approval of any plans that conform in every way with the Declaration and with the general character of the development on neighboring Lots within the Property. If the Declarant fails to approve, reject, or modify the plans within the thirty (30) day period, the Declarant's approval shall be deemed to have been given, and no further permission shall be needed before the improvements described in such plans may be constructed or installed. However, in no event shall any improvements by constructed or installed which violate any terms of this Declaration.

2.2.2 Dwelling Type. No building shall be erected, altered, placed or be permitted to remain on any Lot other than one single-family dwelling.

2.2.3 Dwelling Unit Placement and Yard Grading. Dwelling Units shall conform to existing grade and drainage patterns. Each Owner and/or builder shall endeavor to retain as much of the natural woods as is practical.

2.2.4 Radio and Television Antennas. No exterior antenna, including satellite dishes, may be placed or installed on any Lot.

2.2.5 Air Conditioning and Heat Pump Equipment. Air conditioning and heat equipment shall be located only in side yards, except for corner lots, which equipment shall be placed at rear of residence only.

2.2.6 Awnings. No metal or plastic awnings for windows, doors or patios may be erected or used.

2.2.7 Play Equipment. With the exception of basketball poles, no metal play equipment shall be permitted on any Lot. Wood play equipment shall be permitted provided it is stained or painted in natural colors. No basketball goals shall be permitted on any Lot except those with a metal pole and clear backboard.

2.2.8 Other Structures. No above ground swimming pools deeper than 12 inches shall be permitted on any Lot. No structure of a temporary character, trailer, shack, barn, storage sheds or other outbuildings, shall be permitted on any Lot. Construction trailers and/or storage sheds shall be permitted only during construction.

2.3 Remedies for Breach of Covenants and Restrictions. The violation of any covenant or restriction, contained in the Declaration shall constitute a Default.

2.4 No Chain Link Fences. No chain link fences are permitted on any Lot. Other fences may be permitted with prior approval of Declarant.

ARTICLE III

Entryway Easement

3.1 Easement. Declarant, for himself, his successors and assigns, hereby reserves an easement for the construction and maintenance of entrance walls and plantings on Lot 1 and Lot 29 as depicted on the Record Plat, for so long as the Declarant is developing within the subdivision and for such time thereafter as

Declarant, his successors and assigns, desires to continue the maintenance and existence of said entrance walls and plantings. At such time as Declarant, or his successors and assigns, ceases to maintain said walls and plantings, this easement shall terminate and the owners of each Lot shall have the right to remove the portion of the walls and plantings on the respective lot.

ARTICLE IV

Surface Water Management

4.1 **Surface Water Management System.** Each Lot shall be subject to and be benefitted by easements for drainage and surface water management as more particularly shown on the Record Plat ("Surface Water Management System"). Such easement shall be non-exclusive as to the Owners and shall run to any governmental agency which has control and responsibility for drainage and surface water management.

4.2 **Maintenance.** The Owners of all Lots at the Property shall be responsible for the maintenance and repair of the Surface Water Management System for the Property in accordance with the guidelines and standards set forth by the governmental agency having authority over the Surface Water Management System. The costs and expenses for maintenance and repair of the Surface Water Management System shall be allocated to each Owner of a Lot on an equal basis based on the total number of lots depicted on the Record Plat. Should any Owner (a "Defaulting Owner") fail to pay his or her proportionate share of the costs and expenses for maintenance and repair of the Surface Water Management System after being billed by any of the Owners of Lots who have incurred or plan to incur such expenses, and if such failure to pay continues for thirty (30) days or more after notice from any other Owners who have paid their proportionate share (a "Non-Defaulting Owner(s)"), the Non-Defaulting Owner(s) shall be entitled to collect from the Defaulting Owner the prorata share of such maintenance and repair expenses owed by the Defaulting Owner, together with the costs incurred by the Non-Defaulting Owner(s) in collecting such sum from the Defaulting Owner including, without limitation, court costs and reasonable attorney's fees. Notices sent by the Non-Defaulting Owner(s) to the Defaulting Owner shall be in writing and shall be sent in a manner set forth in Section 5.2 of this Declaration.

4.3 **Restriction on Use.** No Owner shall use or permit any other persons to use the Surface Water Management System in any manner which would constitute a nuisance, hazard or unsanitary condition or be in violation of any local, state, or federal law ordinance, rule, regulation or statute.

ARTICLE V

Defaults

5.1 Defaults. A Default shall be any violation or breach or failure to comply with, the terms and conditions of this Declaration.

5.2 Enforcement. In the event of any Default by an Owner or Occupant, the Owner desiring to enforce the terms of this Declaration shall give written notice of the nature of Default and the specific action required to correct the Default to the defaulting Owner. Such notice shall be delivered by certified U.S. Mail, return receipt requested, to the Owner or occupant (with a copy to the Owner) at the address of the Lot or at the address of the Lot or at the address listed on the real estate tax records of the Montgomery County Treasurer's Office. In the event that the certified mail is returned "unclaimed" or "refused", the such notice may be sent by regular U.S. Mail. If the defaulting Owner fails to take the required action within fifteen (15) days of receipt of the notice, then the Owner seeking to enforce the terms of this Declaration, may exercise his or her rights thereunder, without further notice.

5.3 Remedies. Nothing herein shall be deemed to affect or limits the rights of any Owner, Occupant, tenant, or their legal representatives, heirs, devisees, successors or assigns, to enforce the terms of this Declaration, or to recover damages for any Default by judicial proceedings. It is hereby declared that irreparable harm will result to the beneficiaries of this Declaration by reason of a default, therefore, each beneficiary shall be entitled to relief by way of injunction or specific performance to enforce the terms of this Declaration, as well as any other relief available in law or equity. Prior to taking any action seeking judicial enforcement of the terms of this Declaration, the Owner seeking enforcement shall file with the Recorder of Montgomery County an Affidavit pursuant to Ohio Revised Code § 5301.252 stating that a Default does exist and attaching a copy of the Default notice and the proof of service on the Defaulting Owner. If such an affidavit is filed and the Owner filing such affidavit does not commence suit to enforce the Default within sixty (60) days of the filing of the affidavit, then the Default referenced in the Affidavit shall be deemed waived as between those parties.

5.4 Costs. Any costs, including, but not limited to, attorney fees, court costs, witness fees and other such costs, incurred by an Owner in enforcing the terms of this Declaration or in curing a Default shall be borne by the defaulting Owner and may be included in any action for relief as set forth above.

5.5 No Waiver. Except as provided in Section 5.3, the failure of any Owner, occupant, tenant, or their legal representative, heirs, devisees, successors and assigns, in any one or more instances, to insist upon compliance with the provisions of this Declaration or to exercise any right of such provision, right or privilege, including the right to cure Defaults, but the same shall continue and remain in full force and effect as if no such forbearance had occurred.

ARTICLE VI

Miscellaneous

6.1 Duration. The Declaration shall be a covenant running with the land and shall bind the Property and shall inure to the benefit of each Owner, occupant, tenant, or their legal representative, heirs, devisees, successors and assigns, and shall remain in full force and effect for a period of twenty (20) years from the date this Declaration is filed with the Recorder of Montgomery County, Ohio. Thereafter this Declaration shall be automatically renewed for successive ten (10) periods unless amended or terminated as hereinafter provided.

6.2 Amendment or Termination. Any provision of the Declaration may be amended in whole or in part or terminated by the consent of the Owners of seventy-five (75%) of the lots and by the consent of the Declarant if the Declarant owns any Lot. No amendment or termination shall be effective until an instrument properly executed in accordance with Ohio Revised Code § 5301.01 is filed with the Recorder of Montgomery County, Ohio.

6.3 No Reverter. No covenant, condition, restriction or reservation of easement contained in this Declaration is intended to create, or shall be construed as creating, a condition subsequent or possibly of reverter.

6.4 Invalidity. The determination by a court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any other provision herein.

6.5 Headings. The headings of the articles and Sections are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.

IN WITNESS WHEREOF, Joseph W. Voska, President of J.W. Voska Development Company, Inc., has signed this Declaration this 31st day of July, 1995.

Signed and Acknowledged
in the Presence of:

J.W. VOSKA DEVELOPMENT COMPANY,
INC.

Glendora D. Banks
(Signature)

By: JW Voska, President
Joseph W. Voska, President

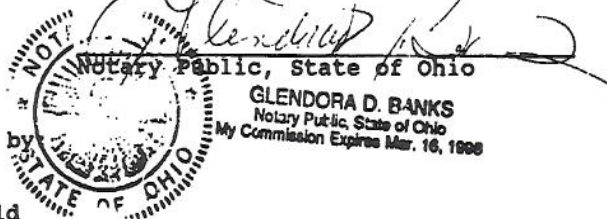
Glendora D. Banks
(Printed Name)

Karen Moran
(Signature)

KAREN MORAN
(Printed Name)

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was signed and acknowledged before me this 31 day of JULY, 1995, by Joseph W. Voska, the President of J.W. VOSKA DEVELOPMENT COMPANY, INC., an Ohio corporation, on behalf of said corporation.



This Instrument Prepared by
Daniel P. Utt, Esq.
Katz, Toller, Brant & Hild
2400 Chemed Center
255 East Fifth Street
Cincinnati, Ohio 45202-4724
(513) 721-4532

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EXHIBIT "A"

Situated in Section 8, Town 1, Range 6, MRS, Miami Township, Montgomery County, Ohio, and being more particularly described as follows:

All of Lot Numbers 1 through 29, inclusive, of the Subdivision known as Sycamore Hills, the Record Plan of which is recorded in Plat Book 160, Pages 47A and 47 of the Montgomery County, Ohio Recorder's Office.