

BELLE MEADE

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS AND
RESERVATION OF EASEMENTS
FOR
BELLE MEADE HOME OWNERS ASSOCIATION

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR BELLE MEADE HOME OWNERS ASSOCIATION

THIS DECLARATION, made this 2nd day of November, 1990 The Drees Company, a Kentucky corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Clermont, State of Ohio, which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Declarant is developing said property as a subdivision known as Belle Meade Subdivision, for which Declarant will construct, for the benefit of the subdivision, certain subdivision entrance walls, signs, fences, community facilities, common areas and related landscaping to be managed and maintained by Belle Meade Home Owners Association.

NOW, THEREFORE, Declarant hereby declares that all of the Properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

1.1 "Articles" shall mean those Articles, filed with the Secretary of Ohio, incorporating Belle Meade Home Owners Association, Inc., 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 "B" is attached hereto and made a part hereof.

1.2 "Association" shall mean and refer to Belle Meade Home Owners Association, Inc., its successors and assigns.

1.3 "Board" shall mean the Board of Trustees of Belle Meade Home Owners Association, Inc., which shall also be known as the "Board of Trustees".

1.4 "Builder" shall mean and refer to The Drees Company, a Kentucky corporation, and its successors and assigns if such successors or assigns should acquire one or more developed Lots from the Declarant for the

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purpose of resale to an Owner or for the purpose of constructing improvements thereon for resale to an Owner. Any assignee described herein shall be a "Builder" for purposes of this Declaration only as to the Lot or Lots which such assignee has acquired for the purpose of resale or for the purpose of constructing improvements thereon for resale to any Owner.

1.5 "By-Laws" shall mean 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 on Exhibit "C" is attached hereto and made a part hereof.

1.6 "Common Areas" shall mean and refer to subdivision entrance walls, signs, landscape mounds, fences, swimming pool, bathhouse, community lake, related community facilities and landscaping constructed for the common use and enjoyment of the Owners, together with such areas designated as either "common areas" or "open space easements" on the record plat or plats for the Property.

1.7 "Common Driveway" shall mean and refer to any private road or passageway which is built or installed as part of the original construction on the Property to serve more than one (1) Lot, and which is situated on a dividing line between Lots or partly on one Lot and partly on another Lot, which road or passageway may be specifically designated by the Declarant on the record plat as "Common Driveway".

1.8 "Declarant" shall mean and refer to The Drees Company, a Kentucky corporation, its successors and assigns if such successors or assigns should acquire all unsold Lots and/or unplatted real property which adjoins any property already developed and which is intended to be developed into Lots.

1.9 "Lot" shall mean and refer to any parcel of land upon any recorded subdivision map of the Properties.

1.10 "Member" shall mean any one of those Owners who are Members of the Association as provided in Article III hereof.

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

1.12 "Properties" or "Property" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.13 "Trustee" and "Trustees" shall mean that person or those persons serving, at the time pertinent, as a Trustee or Trustees of the Association, and shall mean that same person or those persons serving in the capacity of a Member of the Board of Trustees of the Association.

ARTICLE II

COMMON AREAS

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2.1 Common Areas. As indicated on the record plat or plats for the Property, certain areas of the subdivision have been designated as Common Areas for the benefit of the Association and the common use and enjoyment of the Owners. Subject to the terms of the Declaration, every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

3.1 Members. Every Owner of a Lot which is subject to assessment shall 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.

3.2 Classes of Members; Voting. The Association shall have two classes of voting membership:

3.2.1 Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot 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 they determine, but in no event shall more than one vote be cast with respect to any Lot.

3.2.2 Class B Member(s) shall be the Declarant and the Declarant shall be entitled to five (5) votes for each Lot owned, provided, however, that each Class B membership shall terminate after the Class A Members are entitled to elect all of the Board. At such time as Class B membership shall terminate, the Declarant,

for any Lot owned, shall be deemed a Class A Member with reference to such Lot or Lots and entitled to the voting and all other rights of such Class A Member.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENT

4.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such

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property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Notwithstanding the above, Lots designated as Common Areas shall not be subject to any assessments.

4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the maintenance of the Common Areas of the subdivision, including the establishment of a reserve fund for the replacement of the Common Areas, together with related costs incurred by the Association.

4.3 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Two Hundred Sixty-five (\$265.00) Dollars per Lot.

4.3.1 From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

4.3.2 From and after January 1 of the year following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 10% by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

4.3.3 The Board of Trustees may fix the annual assessment at an amount not in excess of the maximum.

4.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a Common Area for the subdivision, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

4.5 Notice and Quorum for Any Action Authorized Under Sections 4.3 and 4.4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3 or 4.4 shall be sent to all Members not less than thirty (30) days no more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast twenty percent (20%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be fifteen percent (15%) of all votes of each class of membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.6 Uniform Rate of Assessments. Both annual and special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly, semi-annual or annual basis.

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4.7 Date of Commencement of Annual Assessments: Due Dates. Unless otherwise determined by a vote of the Board of Trustees, the annual assessments provided for herein shall commence as to all Lots on January 1, 1991. The first annual assessment for additional sections of the subdivision or additional properties annexed to the terms of this Declaration shall be adjusted according to the number of months remaining in the calendar year as of the date of the recording of such new record plat or the date of such annexation. The Board of Trustees shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Trustees. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

4.8 Limitation on Assessment of Declarant. Notwithstanding any provision of this Declaration to the contrary, the Declarant shall be required to pay an assessment for any recorded, unsettled Lot in an amount equal to ten percent (10%) of the annual assessments and special assessments which the Association levies for the purposes set forth in this Declaration.

The provisions of this paragraph shall not apply to the assessment of any Lot held by the Declarant for rental purposes that is or has been occupied as a residence; in which event the Declarant shall be required to pay the full amount of the assessments levied thereon.

4.9 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

4.10 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, any first mortgagee who obtains title to a Lot pursuant to the remedies in the mortgage or through foreclosure shall not be liable for more than six (6) months of the Lot's unpaid assessments or charges accrued before the acquisition of title to the Lot by the mortgagee.

ARTICLE V

ARCHITECTURAL CONTROL

5.1 Approval Required. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the appropriate entity. Review of the construction of the original dwellings and related improvements, including landscaping, shall be by the Declarant and all review

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associated with the remodeling of dwellings and related improvements shall be by the Board of Trustees of the Association. Such plans and specifications shall be reviewed as to harmony of external design and location in relation to surrounding structures and topography in accordance with the requirements hereinafter set forth. Except as otherwise provided in the Declaration, in the event that the Board fails to approve or disapprove said plans and specifications (associated with the remodeling of a dwelling and related improvements) within thirty (30) days after submission, approval will not be required and this Article shall be deemed fully complied with.

5.2 General Requirements. The following requirements shall be applicable to the Properties:

5.2.1 General Conditions: Except for Lots designated as Common Area Lots, no building shall be erected, altered, placed or be permitted to remain on any Lot other than one detached single-family dwelling with a private garage suitable for parking not more than four (4) cars which is to be attached to the principal dwelling. Except for improvements constructed by the Declarant in connection with the development of the Property, no improvement of any kind shall be erected, altered, placed or permitted to remain on the Common Areas (including areas designated as "open-space easements"). Additionally, no improvement constructed by the Declarant in connection with the development of the Property shall be removed from the Common Areas (including areas designated as "opensepace easements") without the prior written consent of the Declarant or the Association.

5.2.2 House Placement and Yard Grading: Residences shall conform to existing grade and drainage patterns. Existing grades at Lot lines shall not be altered more than one (1) foot without written consent. Each Lot Owner and/or Builder shall endeavor to retain as much of the natural woods as is practical.

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

5.2.4 Driveways: All driveways shall be surfaced with concrete, asphalt or similar substance.

5.2.5 Water Discharge: Storm water must be disposed of in accordance with drainage plans established by the Declarant or the Association.

5.2.6 Radio and Television Antennas: All television and radio antennas, including CB radio antennas, must be enclosed within the residence located on the Lot. All satellite dishes are prohibited.

5.2.7 Air Conditioning and Heat Pump Equipment: Such equipment shall be located only in side or rear yards.

5.2.8 Awnings: No metal or plastic awnings for windows or doors may be erected or used. Canvas awnings may be used on any Lot subject to prior written approval of the Declarant or the Association.

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5.2.9 Fences: No fence or wall of any kind, specifically including the use of a hedge or other growing plants as a fence, and for any purpose, excepting a retaining wall, shall be erected, placed or suffered to remain upon any open-space easement or upon any Lot nearer to any street than the rear building line of the residence located on the Lot. Unless otherwise approved by the Board, fences shall be limited to a three-rail, split rail fencing with or without wire mesh, chain link or a hedge or other growing plants used as a fence, and shall not exceed four feet (4') in height.

On a corner Lot, in addition to the restrictions set forth above, no fence or portion thereof shall be erected or placed or suffered to remain upon said corner Lot, closer to the side street than the shortest distance between the residence erected on said corner Lot and the side street. Fence as used herein shall be liberally construed as to accomplish the purpose of these restrictions, and shall specifically include, but not be limited to, contrived barriers of any type including those of shrubs, hedges or walls. Side street as used herein, shall refer to any street contiguous to any Lot but not referred to in the mailing address of said Lot. This paragraph shall not apply to decorative fences installed by the Declarant in connection with the development of the Property.

5.2.10 Exterior Carpeting: No exterior carpeting shall be allowed if it is visible from the street.

5.2.11 Lighting Exterior: Mercury vapor yard lights in excess of 50 watts are prohibited, except for street lights installed in a right-of-way by the Declarant or a utility company.

5.2.12 Completion: Construction of a residential building on any tract shall be completed within one year from the date construction is started and the entire yard of the house must be sodded or seeded.

5.2.13 Mailboxes: Mailboxes shall be constructed of a material and design approved by the Declarant or the Association.

5.2.14 Zoning: All improvements shall be constructed in accordance with and subject to all applicable zoning regulations and building codes.

5.3 Variances. In order to avoid unnecessary hardship and/or to overcome practical difficulties in the application of certain provisions of the Declaration, the Board shall have the authority to grant reasonable variances from the provisions of Section 5.2. Additionally, so long as Declarant owns one or more Lots on the Property, the Declarant, may grant reasonable variances from the provisions of Section 5.2 and from the guidelines that it has established in connection with its review of the plans and specifications associated with original construction. No variance shall materially injure or materially adversely affect any other part of the Property or any other Owner or occupant. No variance granted pursuant to the authority of this Section

5.3 shall constitute a waiver of any provision of the Declaration as applied to any other party or other part of the Property, and no variance may be granted to permit anything that is prohibited by applicable law. All

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provisions of the Declaration not affected by the grant of a variance shall continue to apply with full force and effect to the Lot for which the variance is granted and to the balance of the Property.

ARTICLE VI

USE RESTRICTIONS AND MAINTENANCE

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

6.1.1 Purpose of Property: Except for Lots designated as Common Areas, the Property shall be used only for residential purposes and common recreational purposes auxiliary thereto. The Declarant shall have the right to use unsold residences as model homes or sales offices. Additionally, Builders shall have the right to use unsold residences as model homes or sales offices, provided any sales or marketing activities conducted in said residences shall be limited to the sale of residences in Belle Meade Subdivision.

6.1.2 Nuisance: No obnoxious or offensive activity of any kind shall be engaged in on any Lot nor shall any Owner or occupant thereof engage in any activities that interfere with the quiet enjoyment, comfort and health of the occupants of adjacent neighboring Lots. This paragraph shall not apply to any Lots owned by the Declarant or the Builders and held for sale.

6.1.3 Animals and Pets: No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

6.1.4 Signage: No sign of any kind shall be displayed to the public view on any Lot except (a) one professional sign of not more than two (2) square feet; (b) one sign of not more than four (4) square feet advertising the property for sale; (c) and signs used by Declarant or the Builders to advertise the Property during the construction or sale period.

6.1.5 Trash: No burning of any trash and no accumulation or storage of litter, new or used building materials or trash of any kind shall be permitted on any Lot. Trash and garbage shall be placed in sanitary containers and shall not be permitted to remain in the public view except on days of trash collection. This paragraph shall not apply to any Lots owned by the Declarant or the Builders and held for sale.

6.1.6 Prohibited Accessory Structure. No permanent or temporary building, tent, storage shed, free standing greenhouse, or above ground pool or pool designed for above ground use shall be erected or permitted to remain upon a Lot. Other accessory structures may be permitted when approved by the Board in accordance with Section 5.1 hereof. This paragraph shall not apply to any Lots owned by the Declarant or the Builders and held for sale.

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6.1.7 Maintenance. Each and every Lot and house thereon shall be maintained by the Owner thereof in a reasonable manner in accordance with the general standards of maintenance prevailing throughout the Property. All landscaping on the Lots shall be maintained in good condition. All Lots, including any areas designated as "open-space easements" on such Lots, shall be kept free of debris and clutter and shall be kept mowed. This paragraph shall not apply to any Lots owned by the Declarant or the Builders and held for sale.

6.1.8 Automobiles, Recreational Vehicles, Boats, Travel Trailers. No recreational vehicle, mobile home, boat, or travel trailer shall be parked or stored on any Lot, for a period in excess of forty-eight (48) hours during any calendar month, unless the same is in an enclosure or garage and completely out of view. Trucks exceeding a three-quarter (3/4) ton rating are prohibited, unless such trucks are kept in an enclosure or garage and completely out of view. No vehicle in inoperable condition shall be stored on any Lot for a period in excess of five (5) days unless the same is in an enclosure or garage and completely out of view. This paragraph shall not apply to any Lots owned by the Declarant or the Builders and held for sale.

6.1.9 Garage and Yard Sales and Christmas Lights. There shall be no more than two (2) garage or yard sales held by the Owner or residents of any Lot during any twelve (12) month period. Christmas lights may be erected no sooner than four (4) weeks prior to and removed not later than four (4) weeks after Christmas.

6.1.10 Obstruction of Easements and Drainage. No structure, planting or other material other than driveways, or sidewalks shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement or the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels in the easement area. The easement area of each Lot and all improvements in the easement area shall be maintained by the Owner of the Lot, except for those improvements for which a public authority, utility company or the Association is responsible. Unless otherwise designated on the record plat, a ten (10) foot wide private drainage easement shall exist along all common lot lines, the common lot line being the center line of said easement.

ARTICLE VII

EASEMENTS AND MAINTENANCE

7.1 Access Easements and Open-space Easements. All Lots shall be subject to an access easement in favor of the Declarant and the Association for the purposes of maintaining, cleaning, repairing, improving, regulating, operating, replacing and otherwise dealing with the Common Areas, including all improvements thereon.

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As set forth on the record plat or plats for the Property, certain Lots are subject to "openspace easements." Such open-space easements are in favor of the Declarant and the Association and are for the purposes of providing access to the Common Areas and for allowing the Declarant and the Association to maintain improvements constructed by the Declarant in such easement areas. No one other than the Declarant, the Association or the Owner on whose Lot is situated an open-space easement, shall be permitted to have access to, or enter onto, an openspace easement area.

7.2 Common Driveway Easement. The Lots sharing a Common Driveway shall be subject to and benefited by a perpetual nonexclusive easement for ingress and egress over the Common Driveway. The Owners of such Lots shall use the Common Driveway situated on the easements with due regard for the rights of any other Owner and its use of such driveway. No Owner shall use or permit the use of the driveway in any manner which impairs the right of any other Owner to its use, nor shall any Owner park or store vehicles or personal property on, or obstruct or encroach upon, or permit the use of, or permit the obstruction of or encroachment upon, the Common Driveway in any manner whatsoever without the concurrence of all Owners entitled to use the Common Driveway.

The Owners using the Common Driveway shall share equally in the expense and cost of maintaining, improving and repairing the Common Driveway, except that any damage other than ordinary wear and tear caused by any Owner, or any party claiming through such Owner, whether by negligence or otherwise, shall be repaired at the expense of such Owner. The driveway shall be maintained in good repair and in a condition substantially similar to that of its original construction. Upon conveyance of a Lot, the Grantor of such Lot shall be, as of the closing date for such conveyance, relieved of the obligation to share in the expense and cost of future maintenance and repair imposed hereby, and those obligations shall bind thereafter the Grantee of said conveyance. The Grantor shall, however, be obligated personally during and after his period of ownership for expenses and costs incurred for maintenance and repair during his period of ownership of the Lot. The obligation of an Owner of a Common Driveway to share in the cost and expense of maintaining a Common Driveway, is separate and distinct from the obligation of such Owner to pay the assessments levied pursuant to Article IV.

7.3 Maintenance of Common Areas. The Association shall be responsible for the care and maintenance of the Common Areas of the subdivision. Such obligation of the Association shall include the care and maintenance of any improvements (other than landscaping) constructed by the Declarant or the Association in an open-space easement. The Owner of a Lot shall be responsible for the care and maintenance of all other portions of such Owner's Lot, including any landscaping situated in an open-space easement. Should any Owner fail to maintain his Lot, or a Common Driveway, to the extent provided in the Declaration, the Association may do so, after notice, and assess such Owner for the cost. The assessment shall be a lien on the Owner's Lot to the same extent as other liens provided for herein.

ARTICLE VIII

FEDERAL HOME LOAN MORTGAGE CORPORATION PROVISIONS

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8.1. FHLM. The following provisions are included herein for the benefit of the holders of first mortgages on any Lot within that portion of Belle Meade which is subject to the provisions of this Declaration (PUD), in order to permit compliance with the requirements of Federal Home Loan Mortgage Corporation (FHLMC) as a condition to the purchase of loans on Lots in the PUD. The covenants and provisions hereinafter set forth shall run in favor only of the first mortgage holders, and the provisions hereinafter set forth may be altered, amended, revised or rescinded by actions of the Board of Trustees of the Association, without approval of the Members of the Association, but only without such approval to the extent that such alteration, amendment, revision or rescission is necessary to comply with the requirements of FHLMC.

8.2 Requirements. It is provided as follows:

(a) Unless at least two-thirds (66 $\frac{2}{3}$ %) of the first mortgagees (based upon one vote for each first mortgage owned) or Owners (other than the Declarant) of the individual Lots in the PUD have given their prior written approval, the Association shall not be entitled to:

(i) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common property owned, directly or indirectly, by such homeowners association for the benefit of the Lots in the PUD (the granting of easements for public utilities or for other public purposes consistent with the intended use of such common property by the Association shall not be deemed a transfer within the meaning of this clause);

(ii) change the method of determining the obligations, assessments, dues or other charges which may be levied against a PUD Lot owner;

(iii) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Lots, the exterior maintenance of Lots, the maintenance of Lots, the maintenance of the common property party walks or common fences and driveways, or the upkeep of lawns and plantings in the PUD;

(iv) fail to maintain fire and extended coverage on insurable PUD common property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost)

(v) use hazard insurance proceeds for losses to any PUD common property for other than the repair, replacement or reconstruction of such common property.

(b) First mortgagees of PUD Lots, may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any PUD common property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such common property and first mortgagees making such payments shall be owed immediate reimbursement therefor from the PUD homeowners association. All first mortgagees of Lots in the PUD shall be entitled to such reimbursement.

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(c) No PUD Lot Owner, or any other party, has priority over any rights of any first mortgagee of a PUD Lot pursuant to its mortgage in the case of a distribution to such PUD Lot Owner of insurance proceeds or condemnation awards for losses to or taking of PUD common property.

(d) A first mortgagee, upon request, is entitled to written notification from the homeowners association of any default in the performance by the individual PUD Lot Borrower of any obligation under the PUD constituent documents which is not cured within sixty (60) days.

ARTICLE IX

GENERAL PROVISIONS

9.1 Enforcement. The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, the Association or by 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.

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

9.3 Amendment. Except as otherwise provided in this Declaration, the covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded. No amendment to the covenants and restrictions of this Declaration shall be binding upon any Lot owned by the Declarant or upon any additional property annexed to the terms of this Declaration by the Declarant, or upon any Lot upon which a single-family dwelling has not yet been erected unless the Declarant or any such Lot Owner agrees to said amendment in a recorded writing.

9.4 Right to Amend Documents. Notwithstanding anything above to the contrary, this Declaration may be amended at any time without the vote of Owners by a written instrument executed by the Declarant for the purpose of eliminating or correcting any typographical or other inadvertent error herein; eliminating or resolving any ambiguity herein; making nominal changes; clarifying Declarant's original intent; provided, however, that no such amendment shall materially affect any Owner's interest in the Association. Each Owner and his mortgagees, by acceptance of a deed to a Lot or a mortgage encumbering such Lot, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by Declarant as provided in the immediately preceding sentence. All such Owners and their mortgagees, upon

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request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to effectuate the provisions of this paragraph.

9.5 Annexation. The Declarant may, for a period of ten (10) years from the date this Declaration is recorded, without the consent of the Owners or the Association, annex additional properties to the terms of this Declaration. Other residential properties may be annexed to the Properties by the Association by a vote of two-third (2/3) of each class of membership. Any such annexation shall be accomplished by the filing of a supplemental declaration with the Recorder of Clermont County, Ohio. Any declaration by the Association shall be signed by the President who shall certify that the requisite vote was obtained. The Members need not sign such declaration.

9.6 Articles of Incorporation and By-Laws. Copies of the Articles of Incorporation and By-Laws for the Belle Meade Home Owners Association, Inc. are attached hereto as Exhibits "B" and "C".

BELLE MEADE

IN WITNESS WHEREOF, the undersigned Declarant, The Drees Company, a Kentucky corporation has hereunto set its signature on the day and year first above written.

Signed and acknowledged
in the presence of:

THE DREES COMPANY,
a Kentucky corporation

STATE OF OHIO : SS:
COUNTY OF

By: Donald R. Misrach,
Executive Vice President

The foregoing instrument was acknowledged before me this 2nd day of November, 1990 by Donald R. Misrach, Executive Vice President of The Drees Company, a Kentucky corporation, on behalf of said corporation.

Notary Public

THIS INSTRUMENT PREPARED BY:

Stephen R. Hunt, Esq.
ARONOFF, ROSEN & STOCKDALE
1600 Star Bank Center
425 Walnut Street
Cincinnati, Ohio 45202-3954

11/01/90/lob (belle\declare)