

RECORD PLAN

## IRONGATE ESTATES, SECTION 1

SECTION 8. TOWN 5. RANGE 5 EAST CITY OF UNION & RANDOLPH TOWNSHIP MONTGOMERY COUNTY. OHIO

- 10.213 ACRES 0.207 ACRES - PANDOLPH TOWNSHIP

## DESCRIPTION

THE WITHIN PLAT IS LOCATED IN THE NORTHEAST QUARTER OF SECTION 8, TOWN 5, RANGE 5 EAST, CITY OF UNION & RANDOLPH TOWNSHIP, MONTGOMERY COUNTY, OHIO, BEING PART OF THE LAND CONVEYED TO MONIGHTE MERDON'S LTD , AN ONIO LIMITED LIMINATY COMPRING BY DEED ON MICROFICHE #94-QCCZ COS OF THE MONTGOMERY COUNTY DEED RECORDS, AND CONTAINING 10.213 ACRES. MEASUREMENTS ARE CERTIFIED CORRECT. CURVE DISTANCES ARE MEASURED ON THE ARC AND

THOMAS WINEMILLER & ASSOCIATES. INC.

T.E Winds THOMAS E. WINEMILLER OHIO REGISTERED LAND SURVEYOR No. 5140

WE THE UNDERSIGNED BEING ALL THE OWNERS OF THE LAND HEREIN PLATTED DO HEREBY ACKNOWLEDGE THE MAKING AND SIGNING OF THIS PLAT TO BE OUR VOLUNTARY ACT AND DEED.

EASEMENTS SHOWN ON THIS PLAT ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE. REPAIR OR REMOVAL OF WATER LINE. STORM SEWER. SANITARY SEWERS. GAS. ELECTRIC. TELEPHONE, CABLE TELEVISION, DRAINAGE SWALES OR OTHER LINES OR SERVICES AND FOR THE EXPRESS PRIVELAGE OF REMOVING ANY OR ALL TREES OR OTHER OBSTRUCTIONS TO THE FREE USE OF SAID UTILITIES AND ARE TO BE MAINTAINED AS SUCH FOREVER.

ALL ROADWAYS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC'S USE FOREVER.

WITNESS T.E. WINEMILLER

LIENHOLDER: NONE

STATE OF OHIO. S.S.

BE IT REMEMBERED THAT ON THIS 14 DAY OF NEVERIBER 19-4. BEFORE ME A NOTARY IN AND FOR SAID STATE. PERSONALLY CAME IRONGDIE MEDDONS, LTD. BY DOVID L. INGROM 175 PRESIDENT. WHO ACKNOWLEDGE THE SIGNING AND EXECUTION OF THE FOREGOING INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED. IN TESTIMONY WHEREOF. ! HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL ON THE DAY AND DATE ABOVE WRITTEN.

STATE OF OHIO. S.S.

LHYMSELUSED

DAVID L. INGRAM BEING DULY SWORN THIS // DAY OF MODERATION . 1994. SAYS THAT ALL PERSONS AND CORPORATIONS TO THE BEST OF HIS KNOWLEDGE. INTERESTED IN THIS DEDICATION HAVE UNITED IN ITS EXECUTION.

IN TESTIMONY WHEREOF I HAVE SET MY HAND AND APPIXED MY OPPICAL SEAL ON THE DAY AND DATE ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF OHIO

RECORD PLAN SHEET 2 OF 2 TRANSFERRED

PROTECTVE COVENANTS & RESTRICTIONS

94 DEC -9 PM 1:55 MUNIGOMERY DO OHIO RECORDED

INCHES 1 2 3 4 PLAT BOOK 158 PAGE: 42A

IRONGATE ESTATES

PINNACLE BUILDERS, ("DEVELOPER") IS NOW THE OWNER OF THE FOLLOWING LOTS IN IRONGATE ESTATES: BEING LOTS ! THRU 28 FOR THE MUTUAL BENEFIT OF PRESENT AND FUTURE OWNERS OF LOTS IN IRONGATE ESTATES. THE DEVELOPER IMPOSES RESTRICTIONS UPON THE ABOVE DESCRIBED LOTS AS FOLLOWS:

PRIMARY USE RESTRICTIONS

A. NO LOT SHALL BE USED FOR ANY PURPOSE EXCEPT FOR PRIVATE SINGLE-FAMILY RESIDENTIAL PURPOSES. NO STRUCTURE SHALL BE ERECTED, PLACED, ALTERED OR PERMITTED TO REMAIN ON ANY LOT EXCEPT ONE SINGLE-FAMILY DWELLING DESIGNED FOR OCCUPANCY OF ONE FAMILY, INCLUDING ANY DOMESTIC SERVANTS LIVING IN THE DWELLING, NO STRUCTURE SHALL EXCEED TWO AND ONE HALF STORIES IN HEIGHT AND SHALL BE USED FOR THE SOLE USE OF THE OWNER AND OCCUPANTS OF THE LOT EXCEPT FOR COMMON AREA TRACTS SHOWN ON THE RECORDED PLAT.

B. THERE SHALL BE NO FURTHER SUBDIVIDING OF THE 243 LOTS IN IRONGATE ESTATES OF UNION TO CREATE ANY NUMBER OF LOTS EXCEEDING 243. HOWEVER, THE LOTS IN THE DEVELOPMENT MAY BE REDUCED BY COMBINING LOTS AND RESUBDIVIDING INTO FEWER LOTS THAN COMBINED. C. NO PORTION OF ANY LOT SHALL BE USED FOR INGRESS OR EGRESS TO ANOTHER LOT.

NO BUILDING, FENCE, WALL, STRUCTURE, LANDSCAPING OR OTHER IMPROVEMENTS SHALL BE ERECTED, INSTALLED, PLACE OR ALTERED ON ANY LOT UNTIL THE COMPLETE PLANS ARE APPROVED IN WRITING BY THE DEVELOPER. THESE CONSTRUCTIONS PLANS MUST INCLUDE BUT ARE NOT LIMITED TO SCALED GRADE ELEVATIONS UNCLUDING FRONT, REAR AND BOTH SIDES!, ARCHITECTURAL DETAILS OF ALL IMPROVEMENTS TO BE CONSTRUCTED, INSTALLED, ERECTED, PLACE OR ALTERED, THE TYPE IF REQUESTED, SAMPLES OF ALL EXTENIOR MATERIALS OR FINISHES, THESE PLANS SHALL BE SUBMITTED TO THE DEVELOPER, OR TO ANY PERSON OR ASSOCIATION TO WHOM THE DEVELOPER MAY ASSIGN HIS APPROVAL RIGHT, IN DUPLICATE WITH DEVELOPER SIGNING PLAN APPROVAL ON THE PLANS THEMSELVES, WITH DEVELOPER RETAINING ONE COMPLETE SET OF PLANS AND THE LOT OWNER RECEIVING ONE SET OF SIGNED PLANS.

A. NO FENCE OR WALL OF ANY NATURE MAY BE PLACED ON ANY LOT UNLESS THE DEVELOPER APPROVES SAID STRUCTURE IN WRITING. IF APPROVED NONE MAY EXTEND TOWARD THE FRONT OR STREET SIDE PROPERTY LINE BEYOND THE FRONT OR SIDE WALL OF THE RESIDENCE. B. NO HEDGE SHALL BE PLACED OR PLANTED ON ANY LOT UNLESS ITS DESIGN AND PLACEMENT OR PLANTING ARE APPROVED IN WRITING BY DEVELOPER

C. ALL MALBOXES, PAPER BOXES, ETC. SHALL BE CONSTRUCTED, INSTALLED OR BUILT TO THE ATTACHED PLANS AND SPECIFICATIONS AND INSTALLED BY THE LOT PURCHASER.

E. NO STRUCTURE OF A TEMPORARY CHARACTER SHALL BE PERMITTED ON ANY LOT EXCEPT TEMPORARY TOOL SHEDS OR FIELD OFFICES USED BY A BUILDER OR DEVELOPER, WHICH SHALL BE REMOVED WHEN CONSTRUCTION OR DEVELOPMENT IS COMPLETE.

F. NO OUTBUILDING. TRAILER, BASEMENT, TENT. SHACK, GARAGE, BARN OR STRUCTURE OTHER THAN THE MAIL RESIDENCE ERECTED ON A LOT SHALL AT ANY TIME BE USED AS A RESIDENCE, TEMPORARILY OR PERMANENTLY

A. THE EXTERIOR BUILDING MATERIALS OF ALL STRUCTURES SHALL EXTEND TO GROUND LEVEL AND SHALL BE BRICK FRONT, SIDES AND REAR OF HOME SHALL BE EITHER BRICK. STONE, BRICK VENEER, STONE VENEER OR A COMBINATION OF SAME, UNLESS FRONT ELEVATION IS LANDSCAPED TO HIDE ANY EXPOSED FOUNDATION, DEVELOPER, HOWEVER, RECOGNIZES THAT THE APPEARANCE OF OTHER EXTERIOR BUILDING MATERIALS SUCH AS VARIOUS WOODS AND VINYL SIDINGS, MAY BE ATTRACTIVE AND BENEFICIAL TO THE OVERALL APPEARANCE OF THE DEVELOPMENT, HOWEVER ALUMINUM SIDING IS PROHIBITED. DEVELOPER, AT DEVELOPER'S SOLE DISCRETION, RESERVES THE RIGHT TO APPROVE IN WRITING THE USE OF OTHER EXTERIOR BUILDING MATERIALS. B. THE ROOF PITCH OF ALL RESIDENTIAL STRUCTURES SHALL NOT BE LESS THAN FIVE INCHES VERTICAL FOR EVERY 12 INCHES HORIZONTAL ON STRUCTURES WITH MORE THAN ONE STORY. AND FIVE INCHES VERTICAL FOR EVERY 12 INCHES HORIZONTAL FOR ONE STORY STRUCTURES.

THE GENERAL CONTRACTOR CONSTRUCTING THE RESIDENTIAL STRUCTURE ON ANY LOT IS SUBJECT TO THE WRITTEN APPROVAL OF DEVELOPER. DEVELOPER MAKES THIS REQUIREMENT TO MAINTAIN A HIGH LEVEL OF QUALITY AND CONSTRUCTION EXPERISE WITHIN THE DEVELOPMENT. DEVELOPER RESERVES THE RIGHT TO DENY APPROVAL OF ANY BULDER OR GENERAL CONTRACTOR FOR STYLE OF WORK, QUALITY, WORKMANSHIP, EXPERIENCE. FINANCIAL ABILITY OR OTHER REASONS, DEVELOPER MAY SPECIFY TO INSURE THE ABOVE

5. BUILDING MATERIALS BUILDING MATERIALS CANNOT BE STORED ON ANY LOT FOR LONGER THAN 30 DAYS UNLESS A STRUCTURE IS UNDER ACTIVE CONSTRUCTION ON SAID LOT, WITHOUT PRIOR WRITTEN CONSECT OF DEVELOPER

THE OPENINGS OR DOORS FOR VEHICULAR TRAFFIC OR ENTRANCES LOCATED ON A LOT MAY FACE THE FRONT PROPERTY LINE. ON ALL CORNER LOTS, SAID OPENING MAY NOT FACE ROADWAY UNLESS APPROVED IN WRITING BY THE DEVELOPER. ALL LOTS SHALL HAVE A MINIMUM TWO CAR GARAGE, UNLESS OTHERWISE APPROVED BY THE DEVELOPER. ALL GARAGES MUST BE ATTACHED TO THE MAIN RESIDENTIAL STRUCTURE.

7. SETBACKS NO STRUCTURE SHALL BE LOCATED ON ANY LOT NEARER TO THE FRONT LINE OR THE SIDE STREET LINE THAN THE MINIMUM BUILDING SETBACK LINES SHOWN ON THE RECORDED PLAT, INCLUDING OPEN PORCHES, STEPS, WINDOWS, ETC. SIDE LINE SETBACKS FROM ADJOINING PROPERTY SHALL BE NO LESS THAN TEN (IO) FEET WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DEVELOPER.

8. MINIMUM FLOOR AREAS THE MINIMUM GROUND FLOOR AREA FOR LOTS EXCLUSIVE OF GARAGES, BASEMENTS AND PORCHES SHALL BE:

(A) ONE STORY (B) ONE AND ONE HALF STORY

1530 sq ft 1200 sq ft

1000 sq ft 1900 sq ft

NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CONDUCTED ON ANY LOT, NOR SHALL ANYTHING BE DONE WHICH MAY BE OR BECOME AN ANNOYANCE TO ANY NEIGHBOR OR THE NEIGHBORHOOD.

10. VEHICLES (A) NO TRAILER, CAMPER, RECREATIONAL VEHICLE, TRUCK, MOTORCYCLE, COMMERCIAL VEHICLE, CAMPING TRAILER, OR BOAT SHALL BE PARKED OR KEPT ON ANY LOT ANT ANY TIME UNLESS HOUSED IN A GARGAGE

(B) NO AUTOMOBILE WHICH IS INCIPERABLE SHALL BE HABITUALLY OR REPEATEDLY PARKED OR KEPT ON ANY LOT. EXCEPT IN A GARAGE OR BASEMENT. OR ON ANY STREET, (C) NO TRAILER, BOAT, TRUCK, OR OTHER VEHICLE SHALL BE PARKED ON ANY STREET IN THE SUBDIVISION FOR A PERIOD IN EXCESS OF TWENTY-FOUR HOURS IN ANY ONE CALENDAR YEAR.

NO ANIMALS INCLUDING REPTILES, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE RAISED, BRED, OR KEPT ON ANY LOT. EXCEPT DOGS, CATS, OR OTHER HOUSEHOLD PETS RESTRICTED TO DOMESTIC PETS TRADITIONALLY RECOGNIZED AND ACCEPTED AS HOUSEHOLD PETS, MAY BE KEPT, PROVIDED THEY ARE NOT BRED OR MAINTAINED FOR ANY COMMERCIAL OR BREEDING PURPOSES. ALL HOUSEHOLD PETS, INCLUDING DOGS AND CATS, SHALL AT ALL TIMES BE CONFINED TO THE LOT OCCUPIED BY THE OWNER OF SUCH PET, IN THE EVENT ANY ANIMAL IS BEING WALKED. EXERCISED, RUN, OR IS UNDER ANY CIRCUMSTANCES NOT CONFINED TO THE LOT OF SAID ANIMAL'S OWNER, THE ANIMAL SHALL AT ALL TIMES BE ON A LEASH NOT TO EXCEED TWELVE FEET IN LENGTH.

(A) WITHIN THIRTY (30) DAYS OF COMPLETION OF CONSTRUCTION. THE LOT OWNER SHALL COMPLETE A FINAL GRADE AND SOD OR SEED AND STRAW. THIS REQUIREMENT MAY BE DELAYED UPON WRITTEN REQUEST TO THE DEVELOPER, DUE TO INCLEMENT WEATHER. (2) NO TREE OVER TWO INCHES IN DIAMETER SHALL BE REMOVED FROM ANY LOT WITHOUT THE PRIOR WRITTEN APPROVAL OF DEVELOPER. (C) EACH LOT OWNER, PRIOR TO OCCUPYING THE RESIDENCE, SHALL CONSTRUCT A DRIVEWAY OF EITHER CONCRETE OR ASPHALT, WITH A CONCRETE APRON FROM THE PROPERTY LINE TO EDGE OF PAVEMENT. THIS REQUIREMENT MAY BE EXTENDED BY DEVELOPER DUE TO INCLEMENT WEATHER. ED) UPON AN OWNER'S FAILURE TO COMPLY WITH THE PROVISIONS OF THIS PARAGRAPH 12. DEVELOPER MAY IMMEDIATELY TAKE ANY SUCH ACTION AS NECESSARY TO COMPLY THEREWITH, AND THE OWNER SHALL INHEDIATELY REMBURSE THE TOTAL COST TO THE DEVELOPER, PLUS ANY REASONABLE LEGAL FEES NCURRED BY DEVELOPER IN COLLECTION OF THESE SUMS.

NO OUTSIDE CLOTHES LINES SHALL BE ERECTED ON ANY LOT.

NO TENMS COURT SHALL BE PLACED ON ANY LOT WITHOUT THE PRIOR WRITTEN CONSENT OF THE DEVELOPER.

15. DUTY TO MAINTAIN PROPERTY

FROM AND AFTER THE DATE OF PURCHASE OF A LOT, IT SHALL BE THE DUTY OF EACH LOT OWNER TO KEEP THE GRASS ON THE LOT PROPERLY CUT, AND TO KEEP THE LOT FREE FROM WEEDS, TRASH, DOWNED TIMBER, AND TO KEEP IT OTHERWISE NEAT AND ATTRACTIVE IN APPEARANCE, SHOULD ANY OWNER FAIL TO DO SO, THE DEVELOPER MAY TAKE SUCH ACTIONS AS IT DEEMS APPROPRIATE, INCLUDING MOWING IN ORDER TO MAKE THE LOT NEAT AND ATTRACTIVE, AND THE OWNER SHALL, IMMEDIATELY UPON DEMAND, REMBURSE DEVELOPER OR OTHER PERFORMING PARTY FOR ALL EXPENSES INCURRED IN SO DOING, INCLUDING REASONABLE ATTORNEY FEES INCURRED IN COLLECTING THESE SUMS,

16. BUSINESS. HOME OCCUPATIONS

NO TRADE OR BUSINESS OF ANY KIND, (AND NO PRACTICE OF MEDICINE, DENTISTRY, CHROPODY, OSTEOPATH AND LIKE ENDEAVORS) SHALL BE CONDUCTED ON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD. NOTWITHSTANDING THE PROVISIONS HEREOF OF PARAGRAPH L A NEW HOUSE MAY BE USED BY THE BUILDER THEREOF AS A MODEL HOME FOR DISPLAY OR THE BUILDER'S OWN OFFICE. PROVIDED SAID USE TERMINATES WITHIN EIGHTEEN MONTHS FROM THE COMPLETION OF THE HOUSE OR UPON SUCH ADDITIONAL PERIOD OF TIME AS MAY BE EXPRESSLY AGREED TO IN WRITING BY THE DEVELOPER.

17. SIGNS NO SIGN FOR ADVERTISING OR FOR ANY OTHER PURPOSE SHALL BE DISPLAYED ON ANY LOT OR ON A BUILDING OR A STRUCTURE ON ANY LOT, EXCEPT ONE SIGN ADVERTISING THE SALE OR RENT THEREOF, WHICH SHALL NOT BE GREATER IN AREA THAN TWELVE SQUARE FEET, PROVIDED, HOWEVER, DEVELOPER WHICH SHALL HAVE THE RIGHT TO ERECT LARGER SIGNS WHEN ADVERTISING THE SUBDIVISION. (II) TO PLACE SIGNS ON LOTS DESIGNATING THE LOT NUMBER OF THE LOTS, AND (III) FOLLOWING THE SALE OF A LOT, TO PLACE SIGNS ON SUCH LOT INDICATING THE NAME OF THE PURCHASER OF THAT LOT. THIS RESTRICTION SHALL NOT PROHIBIT PLACEMENT OF OCCUPANT NAME SIGNS AND LOT NUMBERS AS ALLOWED BY APPLICABLE ZONING REGULATIONS.

18. DRAINAGE

CRAINAGE OF EACH LOT SHALL CONFORM TO THE GENERAL DRAINAGE PLANS OF DEVELOPER FOR THE SUBDIVISION.

NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH OR GARBAGE, TRASH OR GARBAGE OR OTHER WASTE SHALL NOT BE KEPT EXCEPT IN SANITARY CONTAINERS.

MMEDIATELY AFTER FRAMING AND DURING CONSTRUCTION, A SUITABLE TRASH CONTAINER MUST BE ON SITE AND ALL TRASH, CONSTRUCTION DEBRIS, AND OTHER WASTE SHALL BE PLACED IN SAID CONTAINER AND DISPOSED OF PERIODICALLY. THERE SHALL BE NO BURYING OF BUILDING SCRAPS.

20. UNDERGROUND UTILITY SERVICE

(A) EACH PROPERTY OWNER'S ELECTRIC UTILITY SERVICE LINES SHALL BE UNDERGROUND THROUGHOUT LENGTH OF SERVICE LINE FROM DAYTON POWER & LIGHT'S POINT OF DELIVERY TO CUSTOMER'S BUILDING: AND TITLE TO THE SERVICE LINES SHALL REMAIN IN AND COST OF INSTALLATION, AND MAINTENANCE THEREOF SHALL BE BORNE BY THE RESPECTIVE LOT OWNERS UPON WHICH SERVICE LINE IS LOCATED. APPROPRIATE EASEMENTS ARE HEREBY DEDICATED AND RESERVED TO EACH PROPERTY OWNER, TOGETHER WITH THE RIGHTS OF INGO AS AND EGRESS OVER ABUTTING LOTS OF PROPERTIES TO INSTALL, OPERATE AND MAINTAIN ELECTRIC SERVICE LINES TO REQUIRED TERMINATION POINTS, ELECTRIC SERVICE LINES, AS INSTALLED SHALL DETERMINE THE EXACT LOCATION OF SAID EASEMENTS, THE ELECTRIC AND TELEPHONE EASEMENTS SHOWN ON THE PLAT SHALL BE MAINTAINED AND PRESERVED IN THEIR PRESENT CONDITION AND NO ENCROACHMENT THEREIN AND NO CHANGE IN THE GRADE OR ELEVATION THEREOF SHALL BE MADE BY ANY PERSON OR LOT OWNER WITHOUT THE EXPRESS CONSENT IN WRITING OF THE DEVELOPER. (B) EASEMENTS FOR OVERHEAD TRANSMISSION AND DISTRIBUTION FEEDER LINES, POLES AND EQUIPMENT APPROPRIATE IN CONNECTION THEREWITH ARE RESERVED OVER, ACROSS AND UNDER ALL SPACES (INCLUDING PARK, OPEN AND DRANAGE SPACE AREA) OUTLINED BY DASH LINES AND DESIGNATED FOR UNDERGROUND AND OVERHEAD FACILITIES, ABOVEGROUND ELECTRIC TRANSFORMERS AND PEDESTAL'S MAY BE INSTALLED AT APPROPRIATE POINTS BY ANY ELECTRIC EASEMENT AND SHALL INCLUDE ALL PEDESTAL'S OR TRANSFER POINTS NECESSARY FOR BOTH ELECTRICAL, GAS, TELEPHONE, SECURITY, AND CABLE TELEVISION OPERATIONS.

> TRANSFERRE

IN CONSIDERATION OF DAYTON POWER & LIGHT, BRINGING SERVICE TO THE PROPERTY SHOWN ON THIS PLAT. IT IS GRANTED THE RIGHT TO MAKE FURTHER EXTENSIONS OF ITS LINES FROM ALL OVERHEAD AND UNDERGROUND DISTRIBUTION LINES. NO STORM DRAINS, ROOF DOWNSPOUTS OR GROUND WATER SHALL BE INTRODUCED INTO THE SANITARY SEWAGE SYSTEM. CONNECTIONS ON EACH LOT SHALL BE MADE WITH WATERTIGHT JOINTS IN ACCORDANCE WITH ALL APPLICABLE PLUMBING CODE REQUIREMENTS.

SECTION L. EVERY OWNER SHALL HAVE A RIGHT AND EASEMENT OF ENJOYMENT IN AND TO THE COMMON AREA WHICH SHALL BE APPURTENANT TO AND SHALL PASS WITH THE TITLE TO EVERY LOT. THE COMMON AREAS MEANS AND REFERS TO ALL NON-RESIDENTIAL LOTS AND AREAS WHICH ARE SHOWN ON THE RECORDED FINAL SUBDIVISION PLAT WITHIN ANY PORTICAL OF RONGATE ESTATES. THE COMMON AREAS ARE MADE SUBJECT TO THE COMMUNITY ASSOCIATION. WITH RIGHTS OF THE COMMUNITY ASSOCIATION TO BE AS FOLLOWS: SITUATED UPON THE COMMON AREA. THE BOARD OF DIRECTORS OF THE COMMUNITY ASSOCIATION MAY, AS A PART OF THE OPERATION OF THE CLUBHOUSE AND RECREATIONAL FACILITIES, PERMIT NONRESIDENTS OF RONGATE ESTATES TO USE THE CLUBHOUSE AND RECREATIONAL FACILITIES FOR A REASONABLE ANNUAL FEE. PAYMENT TO THE COMMUNITY ASSOCIATION. SUCH USERS SHALL NOT BE MEMBRS OF THE COMMUNITY ASSOCIATION. (B) THE RIGHT OF THE COMMUNITY ASSOCIATION TO BORROW MONEY FOR THE PURPOSE OF IMPROVING THE COMMON AREA OR FOR THE CONSTRUCTION, REPAIRING OR IMPROVING ANY FACILITIES LOCATED OR TO BE LOCATED THEREON, AND TO GIVE AS SECURITY FOR THE PAYMENT OF ANY SUCH LOAN A MORTGAGE CONVEYING ALL OR PART OF THE COMMON AREA. IC! THE RIGHT OF THE COMMUNITY ASSOCIATION TO SUSPEND THE VOTING RIGHTS AND THE RIGHT TO USE THE RECREATIONAL FACILITIES BY AN OWNER FOR ANY PERIOD DURING WHICH ANY ASSESSMENT AGAINST HIS LOT REMAINS UNPAID. AND FOR A PERIOD OF TIME FOR ANY INFRACTION OF ITS PUBLISHED RULES AND REGULATIONS: AND (D) THE RIGHT OF THE COMMUNITY ASSOCIATION TO DEDICATE OR TRANSFER ALL OR PART OF THE COMMON AREA TO ANY PUBLIC AGENCY. AUTHORITY, OR UTILITY FOR SUCH PURPOSES AND SUBJECT TO SUCH CONDITIONS AS MAY BE AGREED TO BY THE COMMUNITY ASSOCIATION. DEVELOPER MAY DEDICATE UTILITY OF SERVICE EASEMENTS AT ITS SOLE DISCRETION SO LONG AS THERE IS IN EXISTENCE THE CLASS 8 MEMBERSHIP IN ACCORDANCE WITH SECTION 13 OF THIS ARTICLE IV, AND SO LONG AS ADDITIONS ARE PERMITTED UNDER ARTICLE 22. SECTION 1 (A).

SECTION 2. ANY LOT OWNER MAY DELEGATE, IN ACCORDANCE WITH THE BYLAWS, HIS RIGHT OF ENJOY-MENT TO THE COMMON AREA AND FACILITIES TO THE MEMBERS OF HIS FAMILY OR TO HIS TENANTS OR CONTRACT PURCHASERS WHO RESIDE ON THE PROPERTY. MEMBERSHIP IN THE COMMUNITY ASSOCIATION MAY NOT BE CONVEYED SEPARATELY FROM OWNERSHIP IN THE LOT. SECTION 3. THE AUTHORIZED REPRESENTATIVE OF THE COMMUNITY ASSOCIATION OR THE BOARD SHALL BE ENTITLED TO REASONABLE ACCESS TO THE LOTS AS MAY BE REQUIRED IN CONNECTION WITH THE PRESERVATION OF PROPERTY ON AN INDIVIDUAL LOT OR IN THE EVENT OF AN EMERGENCY OR IN CON-MECTION WITH THE MAINTENANCE OF, REPAIRS OR REPLACEMENTS WITHIN THE COMMON AREA, OR ANY EQUIPMENT, FACILITIES OR FIXTURES AFFECTING OR SERVING OTHER LOTS OR THE COMMON AREA OR TO MAKE ANY ALTERATION REQUIRED BY GOVERNMENTAL AUTHORITY.

SECTION 4. EACH LOT OWNER, EXCEPT DEVELOPER, BY ACCEPTANCE OF A DEED FOR THE LOT, WHETHER OR NOT IT SHALL BE SO EXPRESSED IN SUCH A DEED, COVENANTS AND AGREES TO PAY TO THE COMMUNITY ASSOCIATION ID ANNUAL ASSESSMENTS OR CHARGES, AND ID SPECIAL ASSESSMENTS FOR CARTAIN INCOMPLENTS, SUCH ASSESSMENTS TO BE ESTABLISHED AND COLLECTED AS PROVIDED IN THE BYLAWS. DEVELOPER SHALL BE RESPONSIBLE FOR THE MAINTENANCE COSTS OF THE COMMUNITY ASSOCIATION INCURRED OVER AND ABOVE ASSESSED AMOUNTS PAYABLE TO THE COMMUNITY ASSOCIATION BY THE LOT OWNERS, UNTIL DEVELOPER TRANSFERS CONTROL OF THE COMMUNITY ASSOCIATION. THE ANNUAL AND SPECIAL ASSESSMENTS, TOGETHER WITH THE INTEREST, COSTS, AND REASONABLE ATTORNEY 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 FEES, 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 FEES, SHALL ALSO BE THE PERSONAL OBLIGATION OF THE PERSON WHO WAS THE OWNER OF SUCH 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.

SECTION 5. (A) THE ASSESMENTS LEVIED BY THE COMMUNITY ASSOCIATION SHALL BE USED EXCLUSIVELY TO PROMOTE THE RECREATION, HEALTH, SAFETY AND WELFARE OF THE RESIDENTS AND IN PARTICULAR FOR THE ACQUISITION, IMPROVEMENTS AND MAINTENANCE OF PROPERTIES, SERVICES AND FACILITIES DEVOTED TO THIS PURPOSE, OR FOR THE USE AND ENJOYMENT OF THE COMMON AREA, INCLUDING BUT NOT LIMITED TO, THE COSTS OF REPAIRS, REPLACEMENTS AND ADDITIONS, THE COST OF LABOR, EOUPMENT, MATERIALS, MANAGEMENT AND SUPERVISION, PAYMENT OF TAXES ASSESSED AGAINST THE COMMON AREA, THE PROCUREMENT AND MAINTENANCE OF INSURANCE IN ACCORDANCE WITH THE BYLAWS, THE EMPLOYMENT OF ATTORNEYS TO REPRESENT THE COMMUNITY ASSOCIATION WHEN NECESSARY AND SUCH OTHER NEEDS AS MAY ARISE, AND FOR THE IMPROVEMENT AND MAINTENANCE OF THE COMMON AREA. THE CUMMUNITY ASSOCIATION SHALL MAINTAIN, OPERATE AND REPAIR, UNLESS SUCH OBLIGATIONS ARE ASSUMED BY ANY MUNICIPAL OR GOVERNMENTAL AGENCY HAVING JURISDICTION THEREOF, THE COMMON AREAS, OPEN SPACES, ENTRANCEWAYS, STREETS, CROSSWALKS, MEDIANS, STORM DRAINS, BASINS, LAKES, RECREATIONAL AREAS AND FACILITIES INCLUDING BUT NOT LIMITED TO TENNIS COURT, SWIMMING POOL, AND CLUBHOUSE FACILITIES. (B) DEVELOPER MAY CONSTRUCT CERTAIN REACREATIONAL FACILITIES ON PART OF THE COMMON AREA OWNED OR TO BE OWNED BY THE COMMUNITY ASSOCIATION. IN ORDER TO FINANCE THIS CONSTRUCTION DEVELOPER RESERVES THE RIGHT TO SUBJECT THAT PARTICULAR COMMON AREA AND THE IMPROVEMENTS THEREON TO A MORTGAGE FOR THE INITIAL CONSTRUCTION, FURNISHINGS, AND SIMILAR IMPROVEMENTS. IF THE MORTGAGE IS MADE AFTER THE TRANSFER OF OWNERSHIP OF THAT PARTICULAR COMMON AREA TO THE COMMUNITY ASSOCIATION, THE COMMUNITY ASSOCIATION SHALL BE THE MORTGAGOR, IF THE MORTGAGE IS MADE BEFORE THE TRANSFER OF OWNERSHIP OF THAT PARTICULAR COMMON AREA, THE COMMUNITY ASSOCIATION SHALL ASSUME THE MORTGAGE UPON TRANSFER OF OWNERSHIP, IN EITHER EVENT THE LOAN SECURED BY THE MORTGAGE SHALL BE USED SOLELY FOR THE PURPOSE OF CONSTRUCTION, FURNISHING AND IMPROVING THE RECREATIONAL FACILITIES. THE ASSESSMENTS DESCRIBED IN SECTION 6,0 SHALL BE USED IN PART TO MAKE PRINCIPAL AND INTEREST PAYMENT ON THE MORTGAGE. (C) UNTIL CLASS B MEMBERSHIP CEASES AND IN CONVERTED TO CLASS A MEMBERSHIP PURSUANT TO SECTION IS OF THIS DEED OF RESTRICTIONS, DEVELOPER OR ITS NOMINEE SHALL, ADMINISTER THE ASSESSMENTS AND RECEIPTS THEREFROM, WHICH MAY BE USED FOR THE PURPOSES GENERALLY BENEFITING RONGATE ESTATES AS PERMITTED IN THIS DECLARATION.

SECTION 6. (A) UNTIL JANUARY I OF THE YEAR IMMEDIATELY FOLLOWING THE CONVEYANCE OF THE FIRST LOT TO AN OWNER, THE MAXIMUM ANNUAL ASSESSMENT SHALL BE SET AT A RATE HOT TO EXCEED \$15.00 PER MONTH PER LOT, FROM AND AFTER JANUARY I OF THE YEAR IMMEDIATELY FOLLOWING THE CONVEYANCE OF THE PRIST LOT TO AN OWNER, THE MAXIMUM ANNUAL ASSESSMENT MAY BE INCREASED EACH YEAR NOT MONE! THAN 7N ABOVE THE MAXIMUM ASSESSMENT FOR THE PREVIOUS YEAR WITHOUT A VOTE OF TWO-THROS OF EACH CLASS OF MEMBERS PURSUANT TO THE BYLAWS.

SECTION 7. IN ADDITION TO THE ANNUAL ASSESSMENTS AUTHORIZED ABOVE, THE COMMUNITY ASSOCIATION MAY LEVY. IN ANY ASSESSMENT YEAR, A SPECIAL ASSESMENT APPLICABLE TO THAT YEAR ONLY FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COST OF ANY CONSTRUCTION, RECONSTRUCTION, REPAR OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON THE COMMON AREA, INCLUDING FIXTURES AND PERSONAL PROPERTY REALTED THERETO. ANY SUCH ASSESSMENT SHALL HAVE THE ASSENT OF THE MEMBERS OF THE COMMUNITY ASSOCIATION IN ACCORDANCE WITH THE BYLAWS. SECTION 8. BOTH ANNUAL AND SPECIAL ASSESSMENTS SHALL BE FIXED AT A UNIFORM RATE FOR ALL LUTS EXCEPT THOSE OWNED BY DEVELOPER. THE BOARD OF DIRECTORS OR DEVELOPER MAY AT ITS DISCRETION WAIVE THE ASSESSMENT FOR ANY YEAR FOR ANY LOT NOT OCCUPIED AS A RESIDENCE.

SECTION 9. THE ANNUAL ASSESSMENTS PROVIDED FOR HEREIN SHALL REGIN AT THE TIME THE LCT IS OCCUPIED AS A RESIDENCE. THE FIRST ANNUAL ASSESSMENT SHALL BE ADJUSTED ACCORDING TO THE NUMBER OF MONTHS REMAINING IN THE CALENDAR YEAR WHEN THE LOT IS FIRST OCCUPIED AS A RESIDENCE.

SECTION IO. ANY ASSESSMENT NOT PAID BY THE DUE DATE SHALL BEAR INTEREST FROM THE DIR DATE AT THE MAXIMUM RATE OF INTEREST THEN ALLOWABLE BY OHIO LAW. THE COMMUNITY ASSOCIATION MAY BRING AN ACTION AT LAW AGAINST THE OWNER PERSONALLY OBLIGATED TO PAY THE ASSESSMENT. OR FORECLOSE THE LIEN AGAINST THE PROPERTY. AND INTEREST, COSTS AND REASONABLE ATTORNEY FEES OF SUCH ACTIONS OR FORECLOSURE SHALL BE ADDED TO THE AMOUNT OF SUCH ASSESSMENTS. NO OWNER MAY WAIVE OR OTHERWISE ESCAPE LIABLITY FOR THE ASSESSMENTS PROVIDED FOR HEREIN BY NON-USE OF THE COMMON AREA OR ABANDONMENT OF HIS LOT.

SECTION IL 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 OR LIENS PROVIDED FOR IN THE PRECEDING SECTIONS. HOWEVER, THE SALE OR TRANSFER OF ANY LOT PURSUANT TO MORTGAGE FORECLOSURE OR ANY PROCEEDING IN LIEU THEREOF SHALL EXTINGUISH THE LIEN OF SUCH ASSESSMENTS AS TO PAYMENTS WHICH BECAME DUE PRIOR TO SUCH SALE OR TRANSFER. NO SALE OR TRANSFER SHALL RELIEVE SUCH LOT FROM LIABILITY FOR ANY ASSESSMENTS THEREAFTER BECOMING DUE.

SECTION 12. DEVELOPER AND EVERY OWNER OF A LOT WHICH IS SUBJECT TO AN ASSESSMENT SHALL SECTION 12. DEVELOPER AND EVERY OWNER OF A LOT WHICH IS SUBJECT TO AN ASSESSMENT SHALL BE A MEMBER OF THE COMMUNITY ASSOCIATION. SUCH OWNER AND MEMBER SHALL ABDE BY THE COMMUNITY ASSOCIATION'S BYLAWS, ARTICLE OF INCORPORATION RECORDED IN CORPORATION BOOK. PAGE. IN THE OFFICE OF THE CLERK OF MONTGOMERY COUNTY, OHIO. THE RULES AND REGULATIONS, AND SHALL PAY THE ASSESSMENTS PROVIDED FOR IN THIS DECLARATIONS WHEN DUE, AND SHALL, COMPLY WITH DECISIONS OF THE COMMUNITY ASSOCIATION'S BOARC OF DIRECTORS, MEMORIES SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM OWNERSHIP OF ANY LOT WHICH IS SUBJECT TO ASSESSMENT.

SECTION 13. THE COMMUNITY ASSOCIATION SHALL HAVE TWO CLASSES OF VOTING MEMBERSHIP: (A) CLASS A. CLASS A MEMBERS SHALL BE ALL LOT OWNERS, WITH THE EXCEPTION OF DEVELOPER AND SHALL BE ENTITLED TO ONE VOTE FOR EACH LOT OWNED. (R) CLASS B. CLASS B MEMBERS SHALL BE DEVELOPER. DEVELOPER SHALL BE ENTITLED TO TEN VOTES FOR EACH LOT OWNED. THE CLASS B MEMBERSHIP SHALL CEASE AND BE CONVERTED TO CLASS A MEMBERSHIP ON THE HAPPENING OF EITHER OF THE FOLLOWING EVENTS, WHICHEVER OCCURS EARLIER: OF TRANSFER OF CONTROL BY DEVELOPER NO LATER THAN 20 YEARS FROM THE DATE OF THE SALE OF THE FIRST LOT TO A LOT OWNER OTHER THAN DEVELOPER, OR

23. RESTRICTIONS RUN WITH THE LAND UNLESS CANCELED, ALTERED OR AMENDED UNDER THE PROVISIONS OF THIS PARAGRAPH, THESE COVENANTS AND RESTRICTIONS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES CLAMING UNDER THEM. THESE RESTRICTIONS MAY BE CANCELED, ALTERED OR AMENDED BY THE AFFRMATIVE ACTION OF THE OWNERS OF 75% OF ALL LOTS,

(2) WHEN NINETY PERCENT OF THE LOTS WHICH MAY BE DEVELOPED ON THE PROPERTY DESCRIBED IN SECTION ONE HAVE BEEN SOLD BY DEVELOPER.

24. ENFORCEMENT

ENFORCEMENT OF THESE RESTRICTIONS, EXCEPTING PARAGRAPH 22, SHALL BE BY THE PROCEEDING OF LAW OR IN EQUITY, BROUGHT BY AN OWNER OF REAL PROPERTY IN IRONGATE ESTATES OR THE DEVELOPER, AGAINST ANY PARTY VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANT OR RESTRICTION, EITHER TO RESTRAIN VIOLATION, TO DIRECT RESTORATION OR TO RECOVER DAMAGES.

25. INVALIDATION

INVALIDATION OF ANY OF THESE COVENANTS BY JUDGEMENT OR COURT ORDER SHALL IN NO WAY EFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

26. LOT DEVELOPMENT

(A) CONTRACTORS SHALL NOT USE ADJACENT LOTS FOR VEHICULAR INGRESS OR EGRESS, MATERIAL STORAGE OR ANY OTHER ACTIVITIES THAT WILL ALTER THE APPEARANCE OR CONDITION OF AN ADJOINING LOT DURING CONSTRUCTION. (B) CONTRACTORS WILL BE RESPONSIBLE FOR REMOVAL OF MUD ON ROADWAYS WHEN CONDITION IS CAUSED BY CONSTRUCTION AND BECOMES A NUISANCE TO THE DEVELOPER AND OTHERS. CONTRACTORS WILL MAKE EVERY EFFORT TO SCHEDULE DELIVERIES TO THEIR SITES TO MINIMIZE THE POSSIBLITY OF MUD ACCUMULATION. (C) CONTRACTORS WILL BE RESPONSIBLE FOR MAINTAINING CONSTRUCTION SITES IN A RESAUNABLY NEAT CONDITION INCLUDING THE REMOVAL AND/OR CONTAINMENT OF ALL FOOD AND DRINK CONTAINERS AND ANY OTHER PERSONAL DEBRIS THAT MAY BE DEPOSITED ON LGT BY SUBCONTRACTORS

(D) ANY COST TO DEVELOPER RESULTING FROM NONCOMPLIANCE FROM ABOVE WILL BE CHARGED TO CONTRACTORS.

RECOGNIZING THAT DEVELOPER WILL EVENTUALLY ASSIGN THE RIGHTS AND DUTIES CONTAINED HEREIN TO ANOTHER PERSON OR ASSOCIATION, AT ANY PLACE HEREIN WHERE DEVELOPER IS IDENTIFIED. THE TERM DEVELOPER MAY ASSIGN SUCH RIGHTS, APPROVALS, POWERS, ETC...

28. SIDEWALKS

SIDEWALKS SHALL BE CONSTRUCTED PRIOR TO INITIAL HOME OCCUPANCY B SHALL BE THE RESPONSIBILITY OF EITHER THE LOT OWNER OR HIS CONTRACTOR, SIDEWALKS SHALL CONFORM TO THE CITY OF UNION'S SPECIFICATIONS & WILL BE SUBJECT TO THEIR INSPECTION & APPROVAL.