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JOY A. CLARK  
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**AMENDED AND RESTATED  
PROTECTIVE COVENANTS AND RESTRICTIONS**  
**FOR**  
**IRONGATE ESTATES, SECTION 2**

THESE AMENDED AND RESTATED PROTECTIVE COVENANTS AND RESTRICTIONS ("Covenants") are made as of the 26<sup>th</sup> day of August, 1996, by IRONGATE MEADOWS, LTD., an Ohio limited liability company ("Developer").

**RECITALS:**

A. Developer is the developer of certain real estate located in the City of Union and Randolph Township, Montgomery County, Ohio, which is legally described as follows:

Lots 29 through 59, inclusive, of Irongate Estates, Section 2, located in the northeast quarter of Section 8, Town 5, Range 5 East, City of Union, Montgomery County, Ohio, consisting of approximately 10.977 acres (the "Property").

B. Concurrent with the recording of the plat of Irongate Estates, Section 2, on June 10, 1996, Developer recorded certain covenants and restrictions applicable to the Property. PRIOR INSTRUMENT REFERENCE: Plat Book 164, Pages 15 and 15A of the Montgomery County, Ohio Records.

C. Developer intends to amend and restate the aforementioned covenants and restrictions as follows:

**COVENANTS AND RESTRICTIONS:**

NO TRANSFER NEEDED

96 AUG 29 AM 9: 58

A. J. RAGNER  
AUDITOR

**RESTRICTIONS**

**Residential Uses Only.** No Lot shall be used for any purpose except for private single-family residential purposes. No structure (including without limitation, any shed, kennel, greenhouse, coop, house trailer or detached garage) shall be erected, placed, altered or permitted to remain on any Lot except one single-family dwelling.

- B. Home Occupations. No trade or business of any kind shall be conducted on any Lot, other than a model home which may be operated on any Lot by Developer (or another builder) for a period not to exceed 18 months.
- C. Access. No portion of any Lot shall be used for ingress or egress to another Lot.
- D. Noxious Uses. 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.
- E. Vehicles. No trailer, camper, recreational vehicle, truck, motorcycle, commercial vehicle, camping trailer or boat shall be parked or kept on any Lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be parked or kept on any Lot, except in a garage or basement. No trailer, boat, truck or other vehicle shall be parked on any street in the subdivision for more than 24 hours.
- F. Animals. 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 that 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. While 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 be on a leash not to exceed 12 feet in length.
- G. Maintenance. 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. If any owner should fail to do so after written notice from Developer, then 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, reimburse Developer for all expenses incurred, including reasonable attorneys' fees incurred in collecting these sums.

## II. LIMITATIONS ON IMPROVEMENTS

- A. Swimming Pools, Tennis Courts. No above-ground swimming pools or tennis courts are permitted.
- B. Clotheslines. No outside clotheslines are permitted.
- C. Fences. No fence or wall of any nature may be placed on any Lot unless approved in writing by Developer.

D. Mailboxes. All mailboxes, post and paper boxes shall conform to color, design and size specifications determined by Developer and shall be installed by the Lot owners.

E. Temporary Structures. No structure of a temporary character shall be permitted except temporary tool sheds or field offices used by Developer.

F. Signs. No signs for advertising or for any other purpose shall be displayed on any Lot or on a building or a structure on any Lot, except for professionally prepared signs advertising the sale or rent thereof, which shall not be larger than 12 square feet. This restriction shall not prohibit placement of occupant name signs and Lot numbers as allowed by applicable zoning regulations. This restriction shall not apply to Developer's marketing and advertising efforts to sell Lots within the subdivision.

G. Trash. No Lot shall be used or maintained as a dumping ground for trash or garbage. Trash, garbage and other waste shall be stored only in suitable trash containers. During construction, all construction debris and scraps must be placed in a suitable trash container located on the Lot throughout the construction period and may not be buried on any Lot.

### III. CONSTRUCTION

A. Approval of Plans. No building, fence, wall, structure, landscaping or other improvements shall be erected, installed, placed or altered on any Lot until the complete construction plans for all such improvements are approved in writing by Developer. These construction plans must include without limitation, scaled grade elevations of the residence (including front, rear and both sides), architectural details of all improvements to be constructed, installed or placed thereon and a site plan indicating the placement of the residence and attached garage, porches, decks and the like on the Lot with reference to setback lines. All exterior building materials must be specifically described. A copy of the approved plans shall be retained by Developer. Developer's right to reject or require amendments to specific construction plans shall be unrestricted and shall be determined by Developer in its sole discretion, including Developer's subjective judgment that the design of the proposed house does not sufficiently differ from that of homes on surrounding Lots or is not of the same quality or standard as other homes within the subdivision.

B. Minimum Floor Area. The minimum ground floor area, exclusive of garages, porches, and basements shall be:

	Ground Floor	Total
One story:	1,530 sf	1,530 sf
One and one-half story:	1,200 sf	1,800 sf
Two story	1,000 sf	1,900 sf

- C. **Setbacks.** No structure shall be located on any Lot nearer to the front lot line (or on corner Lots, nearer to the side lot line) than the minimum building setback lines shown on the recorded plat. Side line setbacks shall be a minimum of 10 feet from the adjoining property lot line.
- D. **Roof Pitch.** No roof pitch shall be less than five inches vertical for each 12 inches horizontal.
- E. **Building Materials.** The exterior building materials of all structures on the Lots shall be brick, stone, brick veneer, stone veneer, or a combination of any of the above, unless Developer approves in writing the use of other exterior building materials. Aluminum siding is prohibited. The front elevation shall be landscaped in order to hide any exposed foundation. Building materials shall not be stored on any Lot for more than 30 days.
- F. **Drainage.** Drainage of each Lot shall conform to the general drainage plans of Developer for the subdivision. 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.
- G. **Grading.** Within 30 days after completion of construction, all Lots shall be graded and sodded or seeded and covered with straw, unless Developer issues a written deferment due to inclement weather or improper season.
- H. **Trees.** No tree larger than two inches in diameter shall be removed from any Lot without the prior written approval of Developer.
- I. **Garages.** All Lots shall have at least a two-car garage that shall be attached to the main residential structure.
- J. **Driveways.** Each Lot shall have one concrete driveway, with a concrete apron from the property line to edge of pavement.
- K. **Sidewalks.** Sidewalks, conforming to the City of Union's specifications, shall be constructed by each Lot owner prior to initial home occupancy.
- L. **Pole Lighting.** Each Lot shall have one pole light with an overall height of not less than 66 inches and located not less than 10 feet from the front of the residence.
- M. **Underground Utilities.** All electric utility service lines shall be constructed underground throughout the entire length of the service line from Dayton Power & Light's point of delivery to the residence, and title to the service lines shall remain in and cost of installation, and maintenance thereof shall be borne by the owner of the Lot upon which the service line is located.

N. Restrictions on Contractors.

1. Approval of General Contractor. The general contractor constructing the residence on any Lot must be approved by Developer in advance of construction, so as to maintain a high level of quality and construction expertise within the Property.

2. Use of Adjacent Lots. Contractors shall not use adjacent Lots for vehicular ingress or egress, material storage or any other activities that will damage or alter the appearance or condition of any adjoining Lot or interfere with use or development of the adjacent Lot during construction.

3. Maintaining Sites. Contractors shall maintain construction sites in a reasonably neat and clean condition, including the daily removal of all food and drink containers and any other personal debris that may be deposited on Lot by subcontractors. Contractors shall remove mud on roadways caused by construction.

IV. COMMUNITY ASSOCIATION

Developer has formed a nonprofit association by the name of Irongate Estates Community Association (the "Association") to administer the Property. A copy of the Articles of Incorporation and Code of Regulations ("Regulations") of the Association are attached as Exhibit A and by this reference incorporated herein, and which may be amended from time to time.

V. ASSESSMENTS

A. Each Lot owner is obligated to pay to the Association initial, annual and special assessments that are secured by a continuing lien upon the Lot against which the assessment is made, which assessments shall be fixed at a uniform rate (except for Lots owned by Developer) for all Lot owners. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 10 days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate permitted by law, shall be subject to a \$25.00 collection charge, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, in which case, interest, costs, and reasonable attorneys' fees shall be added to the amount of such unpaid assessment. No Lot owner may waive or otherwise escape liability for any assessments by nonuse of the common areas or abandonment of his/her Lot. The personal obligations of a Lot owner for assessments shall not pass to his/her successor-in-title unless such obligations are expressly assumed by such successor-in-title.

B. The initial assessment for calendar year 1997 shall be One Hundred Eighty and 00/100 Dollars (\$180.00), which shall be paid by each Association member on or before January 15, 1997. All members added to the Association after January 1, 1997 shall be required to pay the initial assessment by the 15th day of their first full month of occupancy. The initial assessment shall be reduced by \$15.00 per month for members entering the Association within calendar year 1997 but after January 15, 1997.

C. For all subsequent years, the Board of Directors of the Association may fix the amount of assessments 30 days in advance of the assessment period.

## VI. MISCELLANEOUS

A. Assignment. Developer may assign any of its rights and/or duties contained herein to any other person or association without prior notice to or approval of any entity.

B. Term. These Covenants shall bind and run with the land for a term of 30 years from and after the date that these Covenants are filed for recording with the Montgomery County, Ohio Recorder. Thereafter, these Covenants shall automatically renew forever for successive periods of 10 years each, unless earlier terminated by a vote of seventy-five percent (75%) of the voting power of the Association.

C. Right to Cure. If any Lot owner or contractor fails to comply with any provision of these Covenants, then Developer may immediately take any such action as necessary to comply therewith, and the Lot owner shall reimburse Developer on demand for the total costs incurred, plus reasonable attorneys' fees incurred by Developer in collection of these sums.

D. Enforcement. These Covenants may be enforced by any proceeding at law or in equity, by Developer, any Lot owner, the Association and their respective heirs, successors and assigns, against any person(s) violating, or attempting to violate, any covenant or restriction, to restrain and/or to enjoin violation, to obtain a decree for specific performance as to removal of any nonconforming improvement, and to recover damages (including without limitation reasonable attorneys' fees).

E. Waiver. Failure of the Developer, the Association or any Lot owner to enforce such provisions in any manner shall not constitute a waiver of any right to enforce any violation of such provisions.

F. Amendments. For as long as Developer owns one or more Lots, no amendment shall be made to these Covenants without the express written consent of Developer. Thereafter, these Covenants may be amended only by a vote of seventy-five percent (75%) of the voting power of the Association; provided, however, that Developer may make the following amendments without the consent of the Members: (i) to correct or further clarify the legal descriptions of the Property; (ii) to correct clerical or typographical errors; (iii) to make nominal changes in those documents; (iv) to clarify Developer's original intent; (v) to make any changes

necessary or desirable to meet the requirements of any institutional lender or any agency which insures loans on Lots; or (vi) to make changes in any unsold Lot covered by the Covenants to assist Developer in its marketing of that Lot, provided that no such change materially decreases the value or size of that Lot or adversely affects such Owner's rights without his/her written consent. Each Lot Owner irrevocably designates Developer as his/her proxy and attorney-in-fact to make any of the above-described amendments without his/her consent. Any amendment must be filed for recording in the office of the Montgomery County, Ohio Recorder.

G. Severability. If any article, section, paragraph, sentence, clause or word in these Covenants is held by a court of competent jurisdiction to be in conflict with any law of the State of Ohio, then the requirements of such law shall prevail and the conflicting provision or language shall be deemed void in such circumstance; provided that the remaining provisions or language of these Covenants shall continue in full force and effect.

H. Captions. The caption of each Article and Section of these Covenants is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of these Covenants.





EXHIBIT "A"

ARTICLES OF INCORPORATION  
OF  
IRONGATE ESTATES COMMUNITY ASSOCIATION

The undersigned, an adult resident of the State of Ohio, has this day formed a nonprofit corporation pursuant to the provisions of Chapter 1702 of the Ohio Revised Code, and does hereby certify as follows:

ARTICLE I  
NAME AND ADDRESS

The name of the corporation is IRONGATE ESTATES COMMUNITY ASSOCIATION (the "Association"). The principal office of the Association is located at 8280 Montgomery Road, Suite 201, Cincinnati, Ohio 45236. The principal office may be changed from time to time by action of the Board of Directors of the Association.

ARTICLE II  
DEFINITIONS

- A. "Association" - Irongate Estates Community Association, an Ohio non-profit corporation, its successors and assigns.
- B. "Board" - the Board of Directors, the body of Members elected by the Association to manage the property and affairs of the Association.
- C. "Common Areas" - all real and personal property now or hereafter acquired and owned by the Association, if any, for the common use and the enjoyment of the Owners.
- D. "Covenants" - the Protective Covenants and Restrictions applicable to the Property or platted and recorded sections thereof, as the same may be amended or supplemented from time to time.
- E. "Developer" - Irongate Meadows, Ltd. and any successor or assign that is actively engaged in the business of developing the Property, constructing original homes on the Lots or selling the Lots.
- F. "Lot" - a discrete parcel of land identified upon a recorded subdivision plat of any portion of the Property, as the same may be amended, excluding the Common Areas and any portion of the Property dedicated for public use.

G. "Member" - any person or entity entitled to membership in the Association, as provided for in the Covenants and Article IV hereof.

H. "Owner" - the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, but excluding the Developer.

I. "Property" - that certain tract of property containing approximately 87 acres and commonly referred to as "Irongate Estates", which is located in the City of Union, Montgomery County, Ohio, and such additional property as may be annexed or that is owned in fee simple by the Association, together with all easements and appurtenances. The Property is legally described on attached Exhibit A. As of the date hereof, Developer anticipates developing a total of 244 Lots on the Property for construction of single-family homes.

### ARTICLE III PURPOSES AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the Members. The specific purposes for which the Association is formed are set forth in the Covenants and as follows, in each case subject to the terms of the Covenants:

- A. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association set forth in the Covenants.
- B. To fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Covenants; to pay all expenses in connection therewith and all office, administrative and other expenses incident to the conduct of the business of the Association, including all license fees, taxes or governmental charges levied or imposed against the property of the Association.
- C. To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.
- D. To borrow money for the purpose of improving the Common Areas or constructing, improving or repairing any facilities located or to be located on the Common Areas, and to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.
- E. To dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the Members; provided that Developer may dedicate utility or service

easements at its sole discretion without Member approval so long as Class B continues to exist.

F. To obtain and maintain insurance.

G. To have and to exercise any and all powers, rights and privileges that a corporation organized under the Non-Profit Corporation Law of the State of Ohio by law may now or hereafter have or exercise.

#### ARTICLE IV MEMBERSHIP

Membership is a right appurtenant to and inseparable from an Owner's fee simple title in a Lot, which shall not be conveyed separately from ownership of a Lot, and such right of membership shall automatically transfer to any transferee of fee simple title to a Lot at the time such title is conveyed or at such time as a land installment contract is entered for the conveyance of fee simple title. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate an Owner's membership. No Owner, whether one or more persons, shall have more than one membership per Lot owned. In the event an Owner of a Lot consists of more than one person, such persons shall have one membership in the Association in common. Any Owner may delegate its rights of use and enjoyment of the Common Areas and facilities located thereon to any family member, tenant or contract purchaser actually residing on the Lot; provided that such Owner may not waive or escape liability for payment of assessments or compliance with the Covenants by such delegation and further provided that each Owner shall be responsible for the actions of its family members, tenants or contract purchasers (including without limitation, costs resulting from damage they cause to the Common Areas or facilities or property of any other Member).

#### ARTICLE V VOTING RIGHTS

The Association shall have two classes of membership, Class A, and Class B, as follows:

A. Class A Members shall consist of all Owners, not including the Developer. Class A Members shall be entitled on all issues to one vote for each Lot in which they hold the interest required for membership set forth in Article IV. There shall be only one vote per Lot. When an Owner is comprised of more than one person, the vote for such Lot shall be exercised as an undivided vote by all such persons.

B. Class B Members shall consist of the Developer. So long as Class B continues to exist, Class B Members shall be entitled on all issues to such number of votes as will

constitute 75% of the total voting power of the Association. Class B shall automatically cease to exist upon the earlier to occur of: (a) the sale of 220 of the Lots, or (b) January 1, 2015. Developer may, at any time, convert Class B membership to Class A membership by providing written notice to the Secretary of its intention to do so and the effective date of such conversion, in which case Class B shall thereafter cease to exist.

C. Quorum. No vote of Members at a meeting shall be effective unless a quorum consisting of a majority of the Members is either present or represented by valid written proxy at such meeting.

D. Powers. The Association shall have all of the powers and rights granted to it in the Covenants.

#### ARTICLE VI BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board, who need not be Members of the Association. The number of directors shall be no less than three and no more than five, unless changed by amendment of the Code of Regulations of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
William J. Dries	8280 Montgomery Road, Suite 201 Cincinnati, Ohio 45236
Thomas H. Mongan	8280 Montgomery Road, Suite 201 Cincinnati, Ohio 45236
Guido B. Ziccardi	8280 Montgomery Road, Suite 201 Cincinnati, Ohio 45236

#### ARTICLE VII DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of the entire membership. Upon dissolution of the Association other than incident to a merger or consolidation, the assets of the Association shall be expended in furtherance of the purposes set forth herein, or dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created, or according to a plan adopted and administered by the Board.

**ARTICLE VIII  
DURATION**

The Association shall exist perpetually, unless earlier dissolved pursuant to the terms hereof.

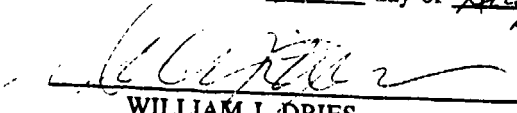
**ARTICLE IX  
INDEMNIFICATION**

The Association shall indemnify every director and officer of the Association against any and all claims, liabilities and expenses, including attorneys' fees, reasonably incurred by or imposed upon any director/officer in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which (s)he may be a party by reason of being or having been a director/officer. The directors/officers shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The directors/officers shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such persons may also be Members), and the Association shall indemnify and forever hold each such director/officer free from and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any director/officer, or former director/officer, may be entitled.

**ARTICLE X  
AMENDMENTS**

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

IN WITNESS WHEREOF, for the purpose of forming this nonprofit corporation under the laws of the State of Ohio, I, the undersigned, constituting the sole incorporator of this Association, have executed these Articles of Incorporation this 22nd day of August, 1996.

  
WILLIAM J. DRIES

STATE OF OHIO )  
 )  
COUNTY OF Hamilton ) SS:

The foregoing instrument was acknowledged before me, a notary public, this 22nd day of August, 1996 by William J. Dries.

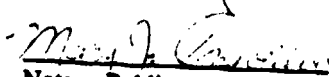
  
\_\_\_\_\_  
Notary Public  
MARY JO ENZWEILER  
Notary Public, State of Ohio  
My Commission Expires Sept. 28, 1998

Exhibit "A"

Situate in the Township of Randolph, County of Montgomery, State of Ohio and being in the Northeast Quarter of Sect'on 8, Town 5, Range 5 East and being part of a 90 acre tract conveyed to Marcia B. Birch, et al, as described in Microfiche No. 87-65-E04 of the deed records of Montgomery County, Ohio and being more particularly described as follows: Beginning at a railroad spike found at the Northeast corner of Section 8; thence South 88 degrees 05 minutes West with the North line of Section 8 and the centerline Phillipsburg-Union Road a distance of 337.03 feet to a railroad spike set at the Northeast corner of said 90 acre tract and at the true place of beginning of this description; thence South 0 degrees 46 minutes 20 seconds East a distance of 2669.86 feet to a wood post at the southeast corner of the said 90 acre tract; thence South 87 degrees 42 minutes 10 seconds West with the south line of the said 90 acre tract and the south line of the said Northeast quarter of Section 8 a distance of 1494.19 feet to a wood post at the Southwest corner of the said 90 acre tract; thence North 0 degrees 41 minutes 35 seconds West a distance of 2679.87 feet to a railroad spike set at the Northwest corner of the said 90 acre tract on the North line of Section 8; thence North 88 degrees 05 minutes East with the North line of Section 8 and the centerline of Phillipsburg-Union Road a distance of 890.24 feet to a railroad spike set; thence South 0 degrees 46 minutes 20 seconds East a distance of 726.15 feet to an iron pin set; thence North 88 degrees 05 minutes East a distance of 300.00 feet to an iron pin set; thence North 0 degrees 46 minutes 20 seconds West a distance of 726.15 feet to a railroad spike set on the North line of Section 8; thence North 88 degrees 05 minutes East with the North line of Section 8 and the centerline of Phillipsburg-Union Road a distance of 300.00 feet to the place of beginning, containing 86.605 acres of land, more or less.

**CODE OF REGULATIONS**  
**OF**  
**IRONGATE ESTATES COMMUNITY ASSOCIATION**

**ARTICLE I**  
**NAME AND LOCATION**

The name of the corporation is **IRONGATE ESTATES COMMUNITY ASSOCIATION** (the "Association"). The principal office of the Association shall be located at 8280 Montgomery Road, Suite 201, Cincinnati, Ohio 45236, but meetings of Members and the Board of Directors may be held at such places within the State of Ohio as may be designated by the Board.

**ARTICLE II**  
**DEFINITIONS**

- A. "Association" - Irongate Estates Community Association, an Ohio non-profit corporation, its successors and assigns.
- B. "Board" - the Board of Directors, the body of Members elected by the Association to manage the property and affairs of the Association.
- C. "Common Areas" - all real and personal property now or hereafter acquired and owned by the Association, if any, for the common use and the enjoyment of the Owners.
- D. "Covenants" - the Protective Covenants and Restrictions applicable to the Property or platted and recorded sections thereof, as the same may be amended or supplemented from time to time.
- E. "Lot" - a discrete parcel of land identified upon a recorded subdivision plat of any portion of the Property, as the same may be amended, excluding the Common Areas and any portion of the Property dedicated for public use.
- F. "Member" - any person or entity entitled to membership in the Association, as provided for in the Covenants and Article IV hereof.
- G. "Owner" - the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, but excluding the Developer.



H. "Property" - that certain tract of property containing approximately 87 acres and commonly referred to as "Irongate Estates", which is located in the City of Union, Montgomery County, Ohio, and such additional property as may be annexed or that is owned in fee simple by the Association, together with all easements and appurtenances. The Property is legally described on attached Exhibit A. As of the date hereof, Developer anticipates developing a total of 244 Lots on the Property for construction of single-family homes.

### ARTICLE III MEETING OF MEMBERS

A. Annual Meetings. Annual meetings of the Members shall be held at the time and on the day set by the Board.

B. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board, or upon written request of the Members who are entitled to vote one-half (1/2) of all of the votes of the Class A membership.

C. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by personally delivering or mailing a copy of such notice, postage prepaid, at least 15 but no more than 60 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

D. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, a majority of the votes of each class of membership shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Covenants, or these Regulations. If, however, such quorum shall not be present or represented at any meeting, then the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented.

E. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his/her Lot.

F. Suspension of Voting Privileges. No Member shall be eligible to vote or to be elected to the Board who is shown on the Association's books to be delinquent in the payment of any assessment due to the Association.

**ARTICLE IV**  
**BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE**

- A. Number. The affairs of this Association shall be managed by a Board of no less than three nor more than five directors, who need not be Members of the Association.
- B. Term of Office. At the first annual meeting, the Members shall elect at least three directors, each for a term of three years.
- C. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members. In the event of death, resignation or removal of a director, his/her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his/her predecessor.
- D. Compensation. No director shall receive compensation for any services rendered to the Association; provided, however, that directors may be reimbursed for actual expenses incurred in the performance of their duties.
- E. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written approval of all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

**ARTICLE V**  
**NOMINATION AND ELECTION OF DIRECTORS**

- A. Nomination. Upon the termination of Class B membership as provided in the Articles of Incorporation, nomination for election to the Board shall be made by a Nominating Committee. Nominations may also be made from the Members at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a member of the Board, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.
- B. Election. Election to the Board shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**ARTICLE VI  
MEETINGS OF DIRECTORS**

A. Regular Meetings. Regular meetings of the Board shall be held at such place and time as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

B. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two directors, after not less than three days' notice to each director.

C. Quorum. A majority of the total number of directors shall constitute a quorum for the transaction of business by the Board. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**ARTICLE VII  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

A. Powers. The Board shall have power to:

1. adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties/fines for the infraction thereof;

2. suspend the voting rights and rights to use the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 30 days for infraction of published rules and regulations;

3. exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Regulations, the Articles of Incorporation, or the Covenants.

4. cause all officers or employees having fiscal responsibilities to be bonded;

5. declare the office of a member of the Board to be vacant in the event such member shall be absent from three consecutive regular meetings of the Board; and

6. employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

**B. Duties.** It shall be the duty of the Board to:

1. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;
2. supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
3. as provided in the Articles of Incorporation, Article XI hereof and the Covenants, to:
  - a. fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period;
  - b. send written notice of each assessment to every Owner subject thereto at least 30 days in advance of each annual assessment period; and
  - c. foreclose the lien against any Lot for which assessments are not paid within 30 days after the date due, or to bring an action at law against the Owner personally obligated to pay the same;
4. issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states that an assessment has been paid, then such certificate shall be conclusive evidence of such payment;
5. procure and maintain adequate insurance on the Common Areas or any other property owned by the Association in amounts and with companies reasonably determined by the Board; and
6. cause the Common Areas and facilities located thereon to be maintained as provided in the Covenants.

**ARTICLE VIII  
OFFICERS AND THEIR DUTIES**

**A. Enumeration of Officers.** The officers of this Association shall be a President and Vice-President (who shall at all times be members of the Board), a Secretary, and a Treasurer, and such other officers as the Board may from time to time create by resolution.

B. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

C. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for three years unless he/she shall sooner resign or be removed, or otherwise become disqualified.

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

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

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

G. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to paragraph D of this Article.

H. Duties. The duties of the officers are as follows:

1. President - The President shall preside at all meetings of the Board; shall see that orders and resolution of the Board are carried out; shall sign all contracts, leases, mortgages, deeds and other written instruments and shall sign all checks and promissory notes.

2. Vice President - The Vice President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

3. Secretary - The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as are required by the Board.

4. Treasurer - The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; sign all checks and promissory notes of the Association; keep proper books of

account; and shall prepare an annual budget and a statement of income and expenditures to be presented to membership at their regular annual meeting, and deliver a copy of each to the Members.

I. Initial Officers. The names, addresses and offices of the persons who are to act in the capacity of officers until the selection of their successors are:

<u>OFFICE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	William J. Dries	8280 Montgomery Road, Suite 201 Cincinnati, Ohio 45236
Vice-President	Thomas H. Mongan	8280 Montgomery Road, Suite 201 Cincinnati, Ohio 45236
Secretary	Mary Jo Enzweiler	8280 Montgomery Road, Suite 201 Cincinnati, Ohio 45236
Treasurer	Guido B. Ziccardi	8280 Montgomery Road, Suite 201 Cincinnati, Ohio 45236

#### ARTICLE IX COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these Regulations. In addition, the Board shall appoint other committees as it deems appropriate to carry purposes.

#### ARTICLE X BOOKS AND RECORDS

The books, records and papers of the Association shall be maintained at the principal office of the Association.

#### ARTICLE XI ASSESSMENTS

A. As more fully provided in the Covenants and the Articles of Incorporation, each Member is obligated to pay to the Association initial, annual and special assessments that are secured by a continuing lien upon the Lot against which the assessment is made, which assessments shall be fixed at a uniform rate (except for Lots owned by Developer) for all

Members. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 10 days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate permitted by law, shall be subject to a \$25.00 collection charge, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, in which case, interest, costs, and reasonable attorneys' fees shall be added to the amount of such unpaid assessment. No Owner may waive or otherwise escape liability for any assessments by non-use of the Common Areas or abandonment of his/her Lot. The personal obligation of an Owner for assessments shall not pass to his/her successor-in-title unless such obligation is expressly assumed by such successor-in-title.

B. The initial assessment for calendar year 1997 shall be One Hundred Eighty and 00/100 Dollars (\$180.00), which shall be paid by each Member on or before January 15, 1997. All Members added to the Association after January 1, 1997 shall be required to pay the initial assessment by the 15th day of their first full month of occupancy. The initial assessment shall be reduced by \$15.00 per month for Members entering the Association within calendar year 1997 but after January 15, 1997.

C. In addition, the Association may grant permission to non-Members for use of the Common Areas facilities, if any, and charge a reasonable fee and admission therefor.

## ARTICLE XII AMENDMENTS

A. These Regulations may be amended, at a regular or special meeting of the Members, by a vote of seventy-five percent (75%) of the entire membership.

B. In the case of any conflict between the Articles of Incorporation and these Regulations, the Articles shall control; and in the case of any conflict between the Covenants and these Regulations, these Regulations shall control.

## ARTICLE XIII MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the Irongate Estates Community Association, have hereunto set our hands this 22nd day of August, 1996.

[Signature]  
WILLIAM J. DRIES

[Signature]  
THOMAS H. MONGAN

[Signature]  
GUIDO B. ZICCARDI

STATE OF OHIO            )  
  )    SS:  
COUNTY OF Hamilton    )

The foregoing instrument was acknowledged before me, a notary public, this 22nd day of August, 1996 by William J. Dries.

[Signature]  
Notary Public

STATE OF OHIO            )  
  )    SS:  
COUNTY OF Hamilton    )

MARY JO ENZWEILER  
Notary Public, State of Ohio  
My Commission Expires Sept. 28, 1999

The foregoing instrument was acknowledged before me, a notary public, this 22nd day of August, 1996 by Thomas H. Mongan.

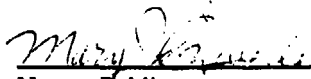
[Signature]  
Notary Public

MARY JO ENZWEILER  
Notary Public, State of Ohio  
My Commission Expires Sept. 28, 1998



STATE OF OHIO            )  
                                  )  
COUNTY OF Hamilton )       SS:

The foregoing instrument was acknowledged before me, a notary public, this 22nd day of August, 1996 by Guido B. Ziccardi.

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

**MARY JO ENZWEILER**  
Notary Public, State of Ohio  
My Commission Expires Sept. 28, 1998

Exhibit "A"

Situate in the Township of Randolph, County of Montgomery, State of Ohio and being in the Northeast Quarter of Section 8, Town 5, Range 5 East and being part of a 90 acre tract conveyed to Marcia B. Birch, et al, as described in Microfiche No. 87-65-E04 of the deed records of Montgomery County, Ohio and being more particularly described as follows: Beginning at a railroad spike found at the Northeast corner of Section 8; thence South 88 degrees 05 minutes West with the North line of Section 8 and the centerline Phillipsburg-Union Road a distance of 337.03 feet to a railroad spike set at the Northeast corner of said 90 acre tract and at the true place of beginning of this description; thence South 0 degrees 46 minutes 20 seconds East a distance of 2669.86 feet to a wood post at the southeast corner of the said 90 acre tract; thence South 87 degrees 42 minutes 10 seconds West with the south line of the said 90 acre tract and the south line of the said Northeast quarter of Section 8 a distance of 1494.19 feet to a wood post at the Southwest corner of the said 90 acre tract; thence North 0 degrees 41 minutes 35 seconds West a distance of 2679.87 feet to a railroad spike set at the Northwest corner of the said 90 acre tract on the North line of Section 8; thence North 88 degrees 05 minutes East with the North line of Section 8 and the centerline of Phillipsburg-Union Road a distance of 890.24 feet to a railroad spike set; thence South 0 degrees 46 minutes 20 seconds East a distance of 726.15 feet to an iron pin set; thence North 88 degrees 05 minutes East a distance of 300.00 feet to an iron pin set; thence North 0 degrees 46 minutes 20 seconds West a distance of 726.15 feet to a railroad spike set on the North line of Section 8; thence North 88 degrees 05 minutes East with the North line of Section 8 and the centerline of Phillipsburg-Union Road a distance of 300.00 feet to the place of beginning, containing 86.605 acres of land, more or less.