

0004859

104/19 JOY A. CLARK, RECORDER

100

PROTECTIVE COVENANTS AND RESTRICTIONS 97 MAR 17 AM 8:24  
LOT 61, IRONGATE ESTATES, SECTION 3 MONTGOMERY CO. OHIO  
RECORDED

THESE PROTECTIVE COVENANTS AND RESTRICTIONS ("Covenants") are made as of the 10th day of March, 1997, by IRONGATE MEADOWS, LTD., an Ohio limited liability company ("Developer").

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

Lot 61, only, of Irongate Estates, Section 3, located in the northeast quarter of Section 8, Town 5, Range 5 East, City of Union, Montgomery County, Ohio, consisting of approximately .732 acres (the "Lot").

B. The plat of Irongate Estates, Section 3, was recorded on March 5, 1997, in Plat Book 137, Page 15, of the Montgomery County, Ohio Records.

C. For the benefit of present and future owners of lots in Irongate Estates, the Developer intends to impose restrictions and covenants upon the above described Lot as follows:

COVENANTS AND RESTRICTIONS:  
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I. COMMUNITY ASSOCIATION

Developer has formed a nonprofit association by the name of Irongate Estates Community Association ("Association") to whom Developer intends to transfer this Lot. A copy of the Articles of Incorporation and Code of Regulations of the Association are attached as Exhibit A and by this reference incorporated herein, and which may be amended from time to time. In the event that the Association is dissolved or ceases to exist as a nonprofit corporation pursuant to the provisions of Chapter 1702 of the Ohio Revised Code other than pursuant to a merger, reorganization, or consolidation, and provided that no successor organization having substantially the same purposes as the Association is incorporated or otherwise organized within thirty (30) days after the Association is dissolved or ceases to exist, and following such action by the Council of the City of Union as may be required by its ordinances or the Ohio Revised Code, title to this Lot 61 shall be transferred to the City of Union.

NO TRANSFER NEEDED  
MAR 13 AM 10:39  
A. WAGNER  
AUDITOR

## II. LIMITATIONS ON IMPROVEMENTS AND USE

A. Association Use Only. The Lot shall not be used except for the recreational use of the Members of the Association, excepting that the Developer or its representative may use any structure thereon for purposes of selling lots in Irongate Estates or for general office purposes.

B. Limitations on Improvements. No structure shall be built or placed on the Lot except those whose primary purpose is for the recreational use of the Members of the Association. Specifically permitted structures include a clubhouse, a swimming pool equipment and storage building, and a picnic shelter.

B. No Residential Use Permitted. No single family or multi-family residential building shall be placed on this Lot. No structure otherwise permitted on the Lot may be used as a residence.

C. Other permitted improvements. Installation of playground equipment, swimming pools, basketball or tennis courts, parking lots, and picnic areas is permitted. No overnight parking of any vehicles is permitted.

D. Landscaping Permitted. The planting of trees, shrubs, flower beds, and other landscaping shall be permitted.

## III. MAINTENANCE

Except for improvements as permitted above, the Lot shall be seeded in grass. The grass shall be kept properly cut and the Lot shall be kept free of trash, weeds, downed timber, and shall otherwise be kept neat and attractive in appearance.

## IV. ENFORCEMENT

These Covenants may be enforced by any proceeding at law or in equity, by the Developer, the City of Union, Ohio, the County of Montgomery, Ohio, the State of Ohio, against any person(s) violating or attempting to violate any covenant or restriction, to restrain and/or to enjoin a violation, to obtain a decree for specific performance as to removal of any nonconforming improvement or to compel performance, and to recover damages (including reasonable attorneys' fees). If the Association or its successors or assigns, fails to comply with any provision of the Covenants, then Developer or the City of Union may immediately take any such action as necessary to remedy any such noncompliance, and the Association shall reimburse Developer or the City of Union for the

total costs incurred, plus reasonable attorneys' fees incurred by Developer or the City of Union in collection of these sums. In the event that the Association dissolves or otherwise ceases to exist and there is no other organization which assumes the functions and responsibilities of the Association, or, if title to the Lot is transferred to the City of Union pursuant to I. above, the City of Union shall have the authority to assess all of the landowners of Irongate Estates for the total cost incurred in taking enforcement action that it could have charged to the Association were it in existence, as provided in Section V. (D) of the Restrictions and Covenants of each Section of Irongate Estates.

#### V. MISCELLANEOUS

A. 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 of the voting power of the Association and with such termination approved by a majority of the City Council of the City of Union, Ohio.

B. Amendment. For as long as Developer owns one or more lots in any section of Irongate Estates, these Covenants may only be amended by the Developer. Thereafter, these Covenants may be amended only by a vote of seventy-five percent of the voting power of the Association with such proposed amendment to be further subject to the approval of a majority of the City Council of the City of Union, Ohio.

C. Waiver. Failure of the Developer or any governmental entity to enforce Covenants shall not constitute a waiver of any right to enforce any violation.

D. 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; provided that the remaining provisions or language of these Covenants shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed the Covenants on March 10, 1997.

Debra M. Fingeman  
Witness

Rita E. Gyrusik  
Witness

IRONGATE MEADOWS, LTD.  
an Ohio limited liability company

By: William J. Dries, Manager  
William J. Dries, Manager

STATE OF OHIO )  
                  ) SS:  
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me, a notary public, this            day of            , 1997, by William J. Dries, Manager of Irongate Meadows, Ltd., an Ohio limited liability company, on behalf of such company.

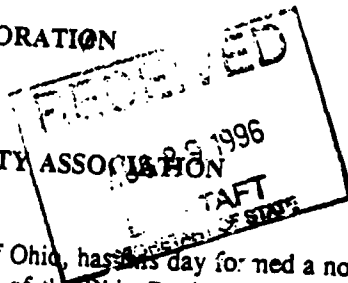
Mary Jo Enzweiler  
Notary Public  
MARY JO ENZWEILER  
Notary Public, State of Ohio  
My Commission Expires Sept. 28, 1998

*Prepared by: Irongate Meadows*

EXHIBIT "A"

ARTICLES OF INCORPORATION

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, Hamilton County, 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.

F. 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            )  
                                  ) SS:  
COUNTY OF Hamilton  )

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

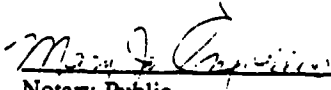
  
\_\_\_\_\_  
Notary Public  
MARY JO ENZWEILER  
Notary Public, State of Ohio  
My Commission Expires Sept. 28, 1998

Exhibit "A"

Situate in the Township of Randolph, County of Montgomery, State of Ohio and being in the Northeast Quarter of 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.

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being the sole incorporator of the Irongate Estates Community Association, hereby appoints William J. Dries, a natural person residing in the State of Ohio, upon whom any process, notice, or demand required or permitted by law to be served upon the Association may be served. The statutory agent's address is: 5280 Montgomery Road, Suite 201, Cincinnati, Ohio 45236.

Date: August 22, 1996

  
WILLIAM J. DRIES

ACCEPTANCE

I hereby accept appointment as statutory agent of Irongate Estates Community Association, upon whom any process, notice, or demand required or permitted by law to be served upon the Association may be served.

  
WILLIAM J. DRIES

Date: August 22, 1996

**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, Hamilton County, 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 the 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 J. 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 out its 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 nonuse 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


  
WILLIAM J. DRIES

  
THOMAS H. MONGAN

  
GUIDO B. ZICCARDI

STATE OF OHIO            )  
                                  )  
COUNTY OF Hamilton    )    SS:

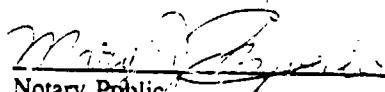
The foregoing instrument was acknowledged before me, a notary public, this 22nd day of August, 1996, by William J. Dries.

  
Notary Public

STATE OF OHIO            )  
                                  )  
COUNTY OF Hamilton    )    SS:

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


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

  
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, 1997

CERTIFICATION

I, the undersigned, do hereby certify:

THAT, I am the duly elected and acting Secretary of the Irongate Estates Community Association, an Ohio not-for-profit corporation, and,

THAT, the foregoing Regulations constitute the original Regulations of said Association, as duly adopted at a meeting of the Board of Directors, held on the 22nd day of August, 1996.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 22nd day of August, 1996.


  
Mary Jo Lenzweiller, Secretary

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.