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April 25, 2003

The Office of John Applegate
City of Union
118 N. Main Street
Union Ohio 45322

ATTEN: Janet

Dear Janet:

Enclosed is a copy of Irongate HOA Covenants & Restrictions for Section IV. All Irongate HOA Covenants & Restrictions are identical to this one so it is a reference for any new sections. If there are changes or updates, I will forward them to your attention.

Diana Calamungi
Diana L. Harris-Calamungi
Office/Property Manager

PROTECTIVE COVENANTS AND RESTRICTIONS

FOR

IRONGATE ESTATES SECTION 4

THESE PROTECTIVE COVENANTS AND RESTRICTIONS ("Covenants") are made as of the 15th day of December, 1999, 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 62 through 99, inclusive, of Irongate Estates, Section 4, located in the northeast quarter of Section 8 Town 5, Range 5, East, City of Union, Montgomery County, Ohio consisting of approximately 12.733 acres (the "Property").

3692

B. The plat of Irongate Estates, Section 4, was recorded on December 14, 1999, in Plat Book 177, Page 22, of the Montgomery County, Ohio Records.

C. Developer intends to impose covenants and restrictions as follows:

COVENANTS AND RESTRICTIONS:

I. USE RESTRICTIONS

A. 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 and one storage shed.

NO TRANSFER NEEDED
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A.J. WAGNER
AUDITOR

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 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 and 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.

O. Storage Sheds. Subject to the following restrictions one (1) storage shed may be constructed on each Lot.

1. The exterior material shall match the exterior material most prominently used on the residence in both type and color.

2. The roof pitch shall not be less than 5 inches vertical for each 12 inches horizontal, and the roof shall be covered with the same roofing material as the residence.

3. Except as provided above, storage sheds shall comply with the ordinances pertaining thereto of the City of Union.

4. Storage sheds shall be kept in good repair and the surrounding area shall not be used for storage or otherwise permitted to be an eyesore.

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 Board of Directors of the Association may fix the amount of the annual assessment 30 days in advance of the assessment period.

C. 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 otherwise ceases to exist, or, if title to Lots 60 and/or 61 of Irongate Estates, Section 3, is otherwise transferred to the City of Union, then the City of Union shall have the right to assess each Lot owner for a prorata share of the actual maintenance and other costs incurred by the City of Union pursuant to the procedures set forth in the City of Union Code of Ordinances for Assessments. Any assessment so made by the City of Union shall be in addition to assessments for storm water utilities fees and any other purpose for which the City of Union has the authority to assess property owners in the City of Union. Any assessment made by the City of Union pursuant to this Section V. shall be used for the purposes and benefit of the Association as set forth in these Covenants, and the Articles of Incorporation and Code of Regulations of the Association, whether or not the Association continues to exist.

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.

