

52

STONEBRIDGE FARMS
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS
AND RESERVATION OF EASEMENTS

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TABLE OF CONTENTS

Page No.

ARTICLE I	
DEFINITIONS	2
Section 1. Definitions	2
ARTICLE II	
PROPERTY DEVELOPMENT	3
Section 1. Property Subject to Declaration	3
Section 2. Additional Development	3
Section 3. Annexation of Additional Property	4
ARTICLE III	
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS	4
Section 1. Members	4
Section 2. Voting Members	4
ARTICLE IV	
ASSESSMENTS	5
Section 1. Covenant for Assessments	5
Section 2. Annual Assessments, Purposes	5
Section 3. Individual Assessments	5
Section 4. Special Assessments	6
Section 5. Commencement of Assessments	6
Section 6. Assessment of Declarant	7
Section 7. Assessment Certificates	7
Section 8. Non-Payment of Assessment	7
Section 9. Subordination of Lien to Mortgage	7
Section 10. Public Assessments	7
ARTICLE V	
INSURANCE	8
Section 1. Liability Insurance	8
Section 2. Other Insurance	8
Section 3. Insufficient Insurance	8
ARTICLE VI	
COMMITTEES	8
Section 1. Finance and Budget Committee	9
Section 2. Design Review Committee	9

ARTICLE VII	
DESIGN REVIEW	9
Section 1. Design Review Guidelines	9
Section 2. Submission of Plans and Specifications	9
Section 3. Approval of Plans and Specifications	10
Section 4. Disapproval of Plans and Specifications	10
Section 5. Failure of the Design Review Committee to Act	10
Section 6. Rules, Regulations and Policy Statements	10
Section 7. Violations	11
Section 8. Right of Entry	11
Section 9. Fees	11
Section 10. Approval - Not a Guarantee	11
 ARTICLE VIII	
USE RESTRICTIONS.	12
Section 1. Prohibited Uses and Nuisances - All Living Units and Lots	12
Section 2. Residential Use	14
Section 3. Right of Association to Remove or Correct Violations of this Article	14
Section 4. Developer's Reservation of Entry Rights	14
Section 5. Declarant's & Association's Right to Grant Easements	14
Section 6. Arbitration	14
 ARTICLE IX	
REPURCHASE OPTION	15
 ARTICLE X	
MISCELLANEOUS.	15
Section 1. Duration	15
Section 2. Amendment	15
Section 3. Personal Liability	16
Section 4. Notices	16
Section 5. Enforcement	16
Section 6. Severability	16
Section 7. Conflicts	16
Section 8. Condemnation	16

Section 9. Professional Management Contracts	17
Section 10. Non-Liability of Declarant	17
Section 11. Gender and Grammar	17
CONSENT OF MORTGAGEE.	19
EXHIBIT "A" Legal Description of Stonebridge Farms Property Owned by Winchester Investments-II, Inc.	
EXHIBIT "B" Legal Description of the Subdivision Property	
EXHIBIT "C" Articles of Incorporation of Stonebridge Farms Community Association, Inc.	
EXHIBIT "D" By-Laws and Regulations of Stonebridge Farms Community Association, Inc.	
EXHIBIT "E". Common Area & Community Facilities	

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**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATION OF EASEMENTS**

THIS DECLARATION is made this 20th day of December, 1993 , by WINCHESTER INVESTMENTS-II, INC. , an Ohio Corporation, hereinafter sometimes referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of that certain real property located in Symmes Township, Hamilton County, Ohio, which is more particularly described in Exhibit "A" attached hereto and referred to hereafter as the "Stonebridge Farms Property"; and

WHEREAS, the Declarant intends to improve that real property described in Exhibit "B" (the "Subdivision") as the initial increment of the Stonebridge Farms Property by subdividing and constructing various on and off site improvements and either by itself or in conjunction with other builders developing residential projects within the Stonebridge Farms Property; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in the Stonebridge Farms Property and for the maintenance of Common Areas and Community Facilities; and to this end, desires to subject the Subdivision to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Subdivision and the subsequent owners thereof; and

WHEREAS, as hereinafter provided in this Declaration, Declarant has retained and reserved the right, privilege, and option to submit to the provisions of this Declaration at a later time and from time to time as a part of the community described herein, the remainder or any portion of the Stonebridge Farms Property and such other property as Declarant may acquire from time to time or wishes to subject to the terms of this Declaration; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an association to which should be delegated and assigned the powers and duties of maintaining and administering the Common Areas and Community Facilities and administering and enforcing the within covenants and restrictions and collecting and disbursing the charges and assessments hereinafter created; and

WHEREAS, the Declarant has formed the Stonebridge Farms Community Association, Inc., a non-profit Ohio Corporation (the "Association") for the purpose of carrying out the aforesaid powers and duties;

NOW, THEREFORE, the Declarant hereby declares that the Subdivision and such other property as may be subjected to the provisions hereof pursuant to Article II, shall be held, sold and conveyed subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with the land comprising the Subdivision and be binding on all parties having any right, title, or interest in the Subdivision or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. Definitions. The following words when used in this Declaration shall have the following meanings:

(a) "Articles" and "Articles of Incorporation" shall mean those Articles, filed with the Secretary of State of Ohio, incorporating the Association as a corporation not for profit under the provisions of Chapter 1702 of the Revised Code of Ohio, as the same may be amended from time to time. A true copy of the Articles is attached hereto as Exhibit "C" and made a part hereof.

(b) "Association" shall mean and refer to Stonebridge Farms Community Association, Inc., and its successors and assigns.

(c) "Board" and "Board of Trustees" shall mean the Board of Trustees of the Association as provided in the Articles of Incorporation and By-Laws of the Association.

(d) "By-Laws" shall mean the By-Laws or Code of Regulations of the Association, as the same may be amended from time to time, pursuant to Section 1702 of the Revised Code of Ohio. A true copy of the By-Laws is attached hereto as Exhibit "D" and made a part hereof.

(e) "Common Areas" and "Community Facilities" shall mean and refer to all real property, together with improvements located thereon, owned by or leased to the Association for the benefit, use and enjoyment of its Members including the property described in Exhibit E attached hereto.

(f) "Declarant" shall mean and refer to Winchester Investments-II, Inc. , an Ohio Corporation, and its successors and assigns.

(g) "Development" shall mean and refer to the Subdivision and all improvements located or constructed thereon and any portion of the Stonebridge Farms Property or any other property submitted to the provisions hereof pursuant to Article II.

(h) "Development Period" shall mean the period commencing on the date on which this Declaration is recorded and terminating on the earlier of (a) the day fifteen (15) years after such date, or (b) the day next following the day on which the Declarant owns no part of the Stonebridge Farms Property.

(i) "Living Unit" shall mean and refer to any portion of a building situated upon a Lot designated and intended for use and occupancy as a residence by a single family, including a townhouse, condominium unit, or patio or cluster home, whether detached or attached, located within the Development.

(j) "Lot" shall mean and refer to any separate parcel of land shown upon any recorded subdivision plat within the Development or recorded re-subdivision thereof with the exception of the Common Areas and Community Facilities.

(k) "Members" shall mean the Owners who are members of the Association as provided in Article IV hereof.

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

(m) "Stonebridge Farms Property" shall mean the real property described in Exhibit "A" and such additions thereto as may hereafter be annexed pursuant to Article II.

(n) "Structure" shall mean and refer to anything built, placed upon or constructed upon a Lot, including but not limited to, a Living Unit.

(o) "Trustee" and "Trustees" shall mean that person or those persons serving, at the pertinent time, in the capacity of a member of the Board of Trustees of the Association.

ARTICLE II

PROPERTY DEVELOPMENT

Section 1. Property Subject to Declaration. The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved

subject to this Declaration is located in Hamilton County, Ohio, and is more particularly described in Exhibit "B" attached hereto.

Section 2. Additional Development. Declarant reserves the right to subject the remainder or any part of the Stonebridge Farms Property to the provisions of this Declaration.

Notwithstanding the above, nothing contained in this Declaration or in the By-Laws shall obligate the Declarant to annex any additional property to the Subdivision and the remainder of the Stonebridge Farms Property shall remain wholly free from any covenant or restriction herein contained until annexed as hereinafter provided.

Section 3. Annexation of Additional Property. During the Development Period, additional property, including but not limited to the Stonebridge Farms Property, may be subjected to this Declaration by the Declarant without the assent of the Members of the Association. Thereafter, such additional property may be annexed only with the consent of fifty-one (51%) percent of each class of Members of the Association. Any additional property so annexed, however, must be adjacent to or in the immediate vicinity of the Stonebridge Farms Property.

Any annexations made pursuant to this Article II, or otherwise, shall be made by recording a supplement to this Declaration with the Recorder of Hamilton County, Ohio, which supplementary declaration shall extend the scheme of the within covenants and restrictions to such annexed property. Such supplementary declaration may contain such additional covenants, conditions, restrictions, easements, charges and liens as the Declarant shall deem appropriate for the purpose of completing the development of the Stonebridge Farms Property.

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every Owner shall be a Member of the Association, and such membership shall be appurtenant to and may not be separated from ownership of any Lot. During the Development Period, the Association shall have Class A Members (being all Owners except Declarant) and a Class B Member (Declarant). After the Class A Members are entitled to elect all of the Board, the Class B membership shall terminate and Declarant, if it is then an Owner, shall become a Class A Member and continue as such so long as it shall remain an Owner.

Section 2. Voting Members.

(a) With the exception of Declarant until Class B membership has lapsed, every person, group of persons or entity who is an Owner of a fee interest in any Lot and which is or becomes subject to assessment by the Association, shall be a Class A Member of the Association. Class A Members shall be entitled to a total of one vote per Lot in which they hold the fee interest. If more than one person, group of persons, or entity is the record Owner of a fee interest in any Lot, then the vote for such Lot shall be exercised as they determine among themselves but in no event shall more than one vote be cast with respect to any Lot.

(b) The Class B Member shall be the Declarant and shall be a voting Member of the Association.

(c) At such time as Class B membership shall terminate, Declarant shall be deemed a Class A Member with reference to the Lot or Lots in which Declarant holds the fee interest and Declarant shall be entitled to the voting and all other rights of a Class A Member.

ARTICLE IV

ASSESSMENTS

Section 1. Covenant for Assessments. Each person, group of persons, or entity who becomes an Owner of a Lot whether or not it shall be expressed in any deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) Annual Assessments; (2) Individual Assessments; and (3) Special Assessments (collectively the "Assessments"); the Assessments shall be fixed, established and collected from time to time as hereinafter provided. All Assessments, together with interest thereon as hereafter provided and costs of collection thereof (including court costs and reasonable attorney's fees) as hereinafter provided shall be a charge on the Lot of such Owner and shall be a continuing lien upon the Lot against which such Assessment is made. Each such Assessment, together with such interest thereon and cost of collection thereof as herein provided, shall also be the personal obligation of the person, group of persons, or entity who was the Owner of such Lot at the time when the Assessment fell due.

Section 2. Annual Assessments, Purposes. The Annual Assessments levied by the Association are for the purpose of promoting the recreation, scenic enjoyment, health, welfare and safety of the Owners and for protecting, advancing and promoting the environmental concept of the Subdivision and preserving the aesthetic and scenic qualities of the Stonebridge Property. To carry out these purposes, an Annual Assessment shall be levied by the Association to be used currently, and to provide an adequate reserve fund for future use, for the improvement, expansion and maintenance of the Common Areas and Community Facilities, including, but not limited to, the payment of taxes and insurance and for repairs, replacements and additions, and for the cost of labor, equipment, and materials, management and supervision, and, in the discretion of the Association, the areas for which the Annual Assessment may be used may include any entrance roads or adjoining roads or areas, boundary walls, landscaping areas or other public amenities, whether public or private, which may affect the recreation, scenic enjoyment, health, welfare and safety of the residents even though not owned by the Association. The Annual Assessment may be billed in advance on a monthly, quarterly or annual basis. The Board of Trustees shall fix the Annual Assessment after approving the following year's budget. The Annual Assessment shall be fixed at a uniform rate based upon the number of Living Units.

Section 3. Individual Assessments. In the event an Owner of any Lot shall fail to maintain the Lot and the improvements situated thereon in a manner satisfactory to the Board of Trustees

and such maintenance is not that which is to be provided by the Association, then the Association, after approval by a sixty-six and two-thirds percent (66-2/3%) vote of all Members of the Board shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the improvements thereon. The cost of such maintenance and repair (including charges incurred by the Association for attorney's fees, court costs, or other expenses incurred to obtain access to the subject Lot or unit) shall be added to and become part of the total Assessment to which such Lot is subject.

Section 4. Special Assessments. In addition to the Annual Assessments authorized by this Article, the Association may levy, in any assessment year, a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the Common Areas or Community Facilities, which cost has not otherwise been provided for in full as part of the Annual Assessment, including the necessary fixtures and personal property related thereto, provided that any such assessment affecting the Common Areas or Community Facilities shall have the approval of fifty-one percent (51%) of the total number of votes held by Class A Members and the vote of the Class B Member. Any Special Assessments levied by the Association pursuant to the provisions of this section shall be fixed at a uniform rate based upon the number of applicable Living Units. All monies received by the Association as a Special Assessment shall be held in trust by the Association for the benefit of the Members to be used solely for the purpose of the Special Assessment and any income derived therefrom shall be held as a separate fund and shall be accounted for separately from the other assets coming under the control of the Association. The Special Assessment may be billed in advance on a monthly, quarterly or annual basis.

Section 5. Commencement of Assessments. The Annual Assessments shall commence on the first day of the month following the conveyance to the Association of the Common Areas and Community Facilities. The first Annual Assessment shall be made for the balance of the calendar year and shall become due and payable and a lien on the date aforesaid. The Board may from time to time determine the manner and schedule of payments.

It shall be the duty of the Board of Trustees of the Association to periodically fix the amount of the Assessment against each Lot for such assessment period and the Board of Trustees shall make reasonable efforts to fix the amount of the Assessment against each Lot for each assessment period at least thirty (30) days in advance of the date due and shall, at that time, prepare a roster of the Lots and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner upon reasonable notice to the Board. Written notice of the Assessments shall thereupon be sent to the Owner of any Lot subject thereto. Annual Assessments subsequent to the first Annual Assessment shall become a lien on January 1 of each year; Individual and Special Assessments shall become a lien at the time designated by the Board of Trustees. No notice of lien other than this Declaration need be recorded to establish the validity of any such lien, and this Declaration shall stand as notice of such validity.

Section 6. Assessment of Declarant. Any provision of this Declaration or of the Articles of Incorporation or By-Laws of the Association notwithstanding, the Declarant, while it is a Class B Member, shall not be required to pay Assessments.

Section 7. Assessment Certificates. The Association shall, upon demand, at any reasonable time, furnish to the Owner liable for the Assessments, a certificate in writing signed by an officer or other authorized agent of the Association, setting forth the status of the Assessments, i.e., whether the same are paid or unpaid. Such certificate shall be conclusive evidence of the payment of any Assessment therein stated to have been paid. A charge not to exceed Ten (\$10.00) Dollars may be levied in advance by the Association for each certificate so delivered.

Section 8. Non-Payment of Assessment. Any Assessment levied pursuant to this Declaration which is not paid on the date when due, together with interest thereon at the rate herein provided and cost of collection thereof, shall become a continuing lien upon the Lot, and shall be the personal obligation of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain the personal obligation of the Owner and shall not pass to his successors in title (except as a lien against the Lot) unless expressly assumed by such successors with the consent of the Association.

If the Assessments are not paid within fifteen (15) days after the due date, the Assessments shall bear interest at the rate of ten (10%) percent per annum, and the Association may bring an action against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, in either of which events, interest, costs and reasonable attorney's fees shall be added to the amount of the Assessments. No Owner shall waive or otherwise escape liability for the Assessments by non-use of the Common Areas or Community Facilities or abandonment of his Lot or Living Unit.

In addition to the ten (10%) percent per annum interest provided above, the Board of Trustees in its discretion, may establish a reasonable late charge to be paid in the event of any Assessment that is not paid within fifteen (15) days after due date, provided that such late charge shall not exceed a sum equal to ten (10%) percent of the amount of the Assessment which is delinquent by fifteen (15) days.

Section 9. Subordination of Lien to Mortgage. The lien of the Assessments shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any tax lien foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such Assessment as to payment which becomes due prior to such sale or transfer.

Section 10. Public Assessments. The Subdivision and the Stonebridge Farms Property as a whole may be subject to certain assessments for public improvements made in and around the Stonebridge Farms Property. Any such assessments will be contained within the tax bill from the Hamilton County Treasurer's Office. Each individual Lot Owner is responsible for the

paying of any such public assessments directly to the Hamilton County Treasurer.

ARTICLE V

INSURANCE

Section 1. Liability Insurance. The Association shall obtain and maintain a comprehensive policy of public liability insurance covering the Common Areas and Community Facilities, insuring the Association, Trustees, and Owners and members of their respective families, tenants and occupants in an amount of not less than five hundred thousand dollars (\$500,000.00), per occurrence for personal injury and/or property damage. This insurance shall include protection against such risks as are customarily covered with respect to a development similar in construction, location and use, as determined by the Board. The insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a residential Owner, tenant or occupant because of negligent acts of the Association, the Board, or other Owners, tenants or occupants.

Section 2. Other Insurance. In addition, the Association may obtain and maintain casualty insurance, Trustees' and Officers' liability insurance and such other insurance as the Board deems desirable from time to time.

Section 3. Insufficient Insurance. In the event the improvements forming a part of the Lots, Common Areas or Community Facilities or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, the Association shall advance such costs in excess of available insurance proceeds. The amount so advanced by the Association shall become a Special Assessment against all of the Lots for which the amount was so advanced, and such Assessment shall have the same force and effect, and if not paid, may be enforced in the same manner as herein provided for the nonpayment of Assessments. The action required to be taken by the Association under this Section shall not require any vote of the Members of the Association.

ARTICLE VI

COMMITTEES

Section 1. Finance and Budget Committee. The Board of Trustees may appoint a Finance and Budget Committee composed of Members as set forth in the By-Laws of the Association. This Committee shall prepare the annual budget of the Association for submission to the Board of Trustees. The Committee shall also determine the needs, repairs and monetary requirements for the property subject to the Annual Assessment for the following year and make

recommendations to the Board of Trustees as to the type of work to be performed by the Association for the following year consistent with the purposes of the Annual Assessment. The Committee shall further have such additional duties as may be assigned to it from time to time by the Board of Trustees.

Section 2. Design Review Committee. A Design Review Committee shall be appointed by the Board of Trustees and shall be composed of not less than three persons. Except for original construction or as otherwise provided in Article VII of this Declaration, no building, fence, wall or other Structure shall be commenced, erected, or maintained upon Common Areas or Community Facilities or upon any Lot or property upon which is located all or part of a Living Unit, nor shall any exterior addition to or change or alteration in a Living Unit or Structure be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing, as to harmony of external design, color and location in relation to surrounding Structures and topography, by the Declarant or, after the Development Period, the Board of Trustees acting through the Design Review Committee.

ARTICLE VII

DESIGN REVIEW

Section 1. Design Review Guidelines. In order to facilitate initial development of the Subdivision, detailed Design Review Guidelines have been made a part of all contracts for the sale of Lots between Declarant and third parties. The Design Review Guidelines may be amended, modified, revoked or replaced by the Declarant during the Development Period and by the Board of Trustees thereafter. In the event the lender or lenders who provide acquisition and development financing for the Stonebridge Farms Property acquire title to the Stonebridge Farms Property through foreclosure or deed in lieu of foreclosure, such lender shall be deemed the Declarant for purposes of the Design Review Guidelines.

Section 2. Submission of Plans and Specifications. No Structure on any Lot shall be remodeled or altered in any way which materially changes the exterior appearance thereof, involves the erection of a new Structure or otherwise increases the area under roof of any Structure (including garage area) unless detailed Plans and Specifications therefor shall have been submitted to and approved by the Design Review Committee as set forth in Article VI, §2. Such Plans and Specifications shall be in such form and shall contain such information as the Declarant and Association may reasonably require but shall, in all cases unless waived by the Declarant and Association, include:

- (a) a site plan showing the location of all proposed and existing Structures on the Lot and the approximate size in square footage of the first, or ground floor of a Structure and the square footage of the entire Lot;

(b) contours reflecting existing topography and a grading plan showing finished contours, existing environmental features and significant tree stands;

(c) any proposed retaining walls;

(d) proposed fencing; and

(e) architectural plans including structural cross-section, floor plan, decks or balconies, and elevations clearly depicting the design and exterior appearance including specification of materials, color scheme, trim and other details affecting the exterior appearance of the proposed Structures.

Prior to submission of detailed Plans and Specifications for any Structure proposed for any Lot, the Design Review Committee may require, and any applicant may submit for tentative approval by the Design Review Committee, schematic or preliminary Plans and Specifications for any phase or stage thereof. The Design Review Committee shall either (i) approve the Plans and Specifications, (ii) disapprove them or (iii) approve them with conditions or qualifications.

Section 3. Approval of Plans and Specifications. The Design Review Committee shall approve any Plans and Specifications (whether schematic, preliminary, or detailed) submitted to it with respect to any Lot if it finds that they (a) comply with the requirements of this Article and (b) conform to the Design Review Guidelines then in effect and any additional standards or policies promulgated by Declarant or the Board. Upon final approval thereof, a copy of the detailed Plans and Specifications shall be deposited for permanent record with the Design Review Committee. After the receipt of final approval by the applicant, the Design Review Committee shall not revoke such approval. Approval by the Design Review Committee of detailed Plans and Specifications with respect to any Lot shall not impair the right of the Board or the Design Review Committee subsequently to approve a requested amendment of such Plans and Specifications relating to such Lot (subject to the requirements of this Article and the Design Review Guidelines then in effect).

Section 4. Disapproval of Plans and Specifications. If Plans and Specifications (whether schematic, preliminary or detailed) submitted to the Design Review Committee with respect to any Lot do not comply with the requirements of this Article as to the information required to be included in the Plans and Specifications, the Design Review Committee shall either disapprove such Plans and Specifications or approve them subject to such conditions and qualifications as the Design Review Committee may deem necessary to achieve compliance.

Section 5. Failure of the Design Review Committee to Act. If the Design Review Committee shall fail to act upon any Plans and Specifications submitted to it within thirty (30) ^{days} after submission thereof, such Plans and Specifications shall be deemed to have been approved as submitted, and no further action by the Design Review Committee shall be required. If construction on the proposed alteration or remodeling of a Structure is not commenced on a Lot on or before six (6) months from the date of submission of Plans and Specifications, then such "deemed approval" shall be automatically canceled and a new submission shall be required.

Section 6. Rules, Regulations and Policy Statements. The Board may, from time to time, adopt, amend, and enforce reasonable rules and regulations pertaining to its and the Design

Review Committee's authorized duties and activities under this Declaration, and may, from time to time, issue statements of policy with respect to Plans and Specifications (whether schematic, preliminary or detailed) and such other matters as it is authorized to act on. Upon the adoption of any such rule, regulation or policy statement, or any amendment thereof, the Board shall file in its records a copy thereof, and the same shall become effective on the date of such filing. No rule, regulation or policy statement, or any amendment thereof, shall operate to revoke any detailed Plans and Specifications previously approved by the Design Review Committee.

The Board shall maintain a copy of the rules, regulations and policy statements and of each amendment thereof as a permanent record and shall make copies thereof available to any interested person at a reasonable cost.

Section 7. Violations. If any Structure situated upon any Lot shall have been constructed, erected, placed, remodeled or altered other than in accordance with the approved detailed Plans and Specifications, the Board shall certify a default to the Owner of the Lot involved, provided, however, that the Board may, upon such conditions as it may determine, waive any such default if it finds that such default does not substantially conflict with the policies of the Board.

Section 8. Right of Entry. The Board through its authorized officers, employees, and agents, shall have the right to enter upon any Lot at all reasonable times for the purpose of ascertaining whether such Lot or the construction, erection, placement, remodeling, or alteration of any Structure thereon is in compliance with the provisions of this Article, without the Board or such officers, employees or agents being deemed to have committed a trespass or wrongful act solely by reason of such action or actions.

Section 9. Fees. The Board may charge reasonable fees for the processing of Plans and Specifications. Such fees shall cover the cost of such processing, including inspection costs. Such fees shall be payable at the time of submission of the respective item for approval and shall be paid to the Association.

Section 10. Approval - Not a Guarantee. No approval of Plans and Specifications and no publication of standards shall be construed as representing or implying that such Plans, Specifications or standards will, if followed, result in properly designed improvements. Such approvals and standards shall not be construed as representing or guaranteeing that any Living Unit or other improvement built in accordance therewith will be built in a good and workmanlike manner. Neither Declarant, the Association, nor the Design Review Committee shall be responsible or liable for any defects in any Plans or Specifications submitted, revised or approved pursuant to the terms of this Article, any loss or damage to any person arising out of the approval or disapproval of any Plans or Specifications, any loss or damage arising from the non-compliance of such Plans and Specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such Plans and Specifications.

ARTICLE VIII**USE RESTRICTIONS**

Section 1. Prohibited Uses and Nuisances - All Living Units and Lots. Except for activities of the Declarant during the Development Period, the following provisions shall apply to all Living Units and Lots:

(a) No noxious or offensive trade or activity shall be carried on upon any Lot or within any Living Unit located in the Subdivision, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or the other Owners of any portion of the Stonebridge Farms Property.

(b) The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any Living Unit located in the Subdivision, except that this shall not prohibit the keeping of dogs, cats and/or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes. Dogs and cats must be kept within the confines of the Owner's Living Unit or Lot, except when being held on hand leash by person attending animal. Owners and/or harborers of dogs and cats shall be liable for any damage caused by such animals. Subject only to the provisions of Article III, the Association acting through its Board of Trustees may suspend for reasonable length of time the voting rights and the rights to use the Common Areas and Community Facilities of any person who violates this subparagraph (b).

(c) No burning of any trash and no accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted on any Lot.

(d) Trash and garbage containers shall not be permitted to remain outside any Living Unit except on days of trash collection.

(e) In order to facilitate the free movement of vehicles, no automobiles belonging to an Owner or other resident of a Living Unit shall be parked on the paved portion of any common driveway or private street, except during bona fide temporary emergencies.

(f) No sound hardwood trees or shrubbery shall be removed from any Common Areas or Community Facilities without the written approval of the Association acting through its Board of Trustees or duly appointed committee. All plantings in the median strips, landscaping islands or along right-of-ways shall be subject to review by the Hamilton County Engineer's Office. The Hamilton County Engineer's Office shall have the final authority to remove any planting which impedes traffic or traffic visibility to insure public safety.

(g) No structure, planting or other material other than driveways, or sidewalks shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels. Any structure, planting or other material which represents a safety problem (e.g. sight restriction) shall be removed at Owner's expense.

(h) There shall be no violation of any rules for the use of the Common Areas or Community Facilities which may, from time to time, be adopted by the Board of Trustees and promulgated among the Members by them in writing, and the Board of Trustees is hereby and elsewhere in this Declaration authorized to adopt or amend such rules.

(i) Garages shall be used only for the parking of vehicles and other customary uses and shall not be used for or converted into living area, (e.g., family room(s), bedroom(s), recreation room(s), etc.).

(j) No fence or wall of any kind, specifically including the use of hedge or other growing plants as a fence, and for any purpose, except a retaining wall, shall be erected, placed or suffered to remain upon any Lot without the specific approval of Declarant or the Association.

(k) Except as otherwise provided herein, no junk vehicles, commercial vehicles, trailers, boats, trucks of more than one ton, Structures of a temporary character, recreational vehicles, trailers, tents, shacks, barns or temporary or permanent outbuildings, excepting doghouses not maintained for commercial purposes, shall be kept or used upon the Lots or Common Areas, nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of its Board of Trustees provide and maintain a suitable area designated for the parking of such vehicles or the like. Notwithstanding the provisions hereof, Declarant, the builder of a Living Unit and their contractors may, for the purpose of business use in connection with the development of the Lots or construction of Living Units thereon, maintain trucks, equipment, temporary offices (including trailers) and structures in connection with such development and construction.

(l) No signs, letters, numbers, symbols, markings or illustrations shall be erected, posted, attached, or displayed upon, or on any Lot or Living Unit except:

- (i) street and identification signs installed by the Association or the Declarant;
- (ii) one temporary sign, approved by Declarant, informing the public that the real estate is for sale, lease or rent, provided that the sign must not exceed five square feet in area and must be erected upon the real estate to which it refers;
- (iii) a post office house number for designation of home location.

No sign, name plate or postal house number shall be animated or illuminated. This subsection shall not apply to Declarant as long as it is a Class B member, or at any time, to a sign, placed by or on behalf of Declarant, advertising or marketing Stonebridge Farms or any part therein.

(m) No outside television or radio aerial or antenna, or other aerial or antenna for reception or transmission, or satellite dish shall be erected, placed on, maintained or allowed to remain on any Lot or Living Unit.

(n) The covenants and restrictions set forth in this Section 1 pertaining to Living Units and Lots may be altered, amended or rescinded, in full or in part by resolution approved by seventy-five (75%) percent of the total number of votes held by Class A Members and, in addition, the vote of the Class B Member for so long as the Class B Member exists.

Section 2. Residential Use. All of the Living Units shall be used for private residential purposes exclusively except that Declarant may and the builders of Living Units may allow the use of Living Units as models and as offices in connection with the marketing or sale of Lots or Living Units in The Reserve.

Section 3. Right of Association to Remove or Correct Violations of this Article. The Association may, in the interest of the general welfare of the Owners, and after reasonable notice to the affected Owner, enter upon any Lot or the exterior of any Living Unit at reasonable hours for the purpose of removing or correcting any violation or any attempted violation of any of the covenants and restrictions contained in this Article, or for the purpose of abating anything herein defined as a prohibited use or nuisance, provided however, that no such action shall be taken without a resolution of the Board of Trustees. All charges incurred by the Association in obtaining access to any Lot or Living Unit covered under this Section and any charges incurred by the Association in correcting the violation hereunder, (including court costs and reasonable attorney's fees) shall constitute a charge against the Lot and a personal obligation of the Owner thereof, and the Association shall have a lien upon the property and Lot for such expenses, and including costs of collection of said lien amount, which lien shall be subordinate to first mortgages as provided in Article IV, Section 9.

Section 4. Declarant's Reservation of Entry Rights. The Declarant reserves the right for a period of five (5) years after the sale of a Lot by the Declarant to enter upon the Lot for purposes of correcting grade and drainage patterns for the benefit of the Stonebridge Farms Property, provided that the Lot shall be restored to a like condition as to pavement, grass or sod which shall have been removed.

Section 5. Declarant's and Association's Right to Grant Easements. Notwithstanding any other provision of this Declaration, during the Development Period, the Declarant, and thereafter the Association, is authorized, without the consent of the Members, to grant easements across, through or under any Lot, Common Area, or Community Facility for utilities, public services, walks, trails, signage maintenance and for construction purposes, deemed by the granting party to be necessary or convenient for the enjoyment of the Stonebridge Farms Property or any part thereof, provided that no easement shall be granted across, through, or under any Living Unit or Structure, which restricts ingress or egress to such Living Unit or Structure.

Section 6. Arbitration. In the event of any dispute between Owners regarding the application of this Declaration or any rule or regulation, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time and place for a hearing thereon within thirty (30) days thereafter, and give written notice to each party thereof not less than five days in advance of such hearing. The Board shall act as arbitrator and, after hearing such evidence and arguments as it deems proper, shall render a written decision on the matter to each party within thirty (30) days after such hearing. No legal action may be instituted by either party on such a dispute unless the arbitration provided for herein has occurred, or unless both parties have waived the requirement for arbitration.

ARTICLE IX**REPURCHASE OPTION**

Declarant hereby reserves unto itself, its successors and assigns, the right and option to purchase any unimproved Lot within the Stonebridge Farms Property which is offered for sale by the Owner thereof, such option to be at the price and upon the terms and conditions of any bona fide offer for such Lot which is acceptable to such Owner and which is made to such Owner by a third party (or any offer made by such Owner that is acceptable to a third party). Upon the receipt (or making) of any such offer by an Owner, such Owner shall promptly submit a copy of the same to Declarant, and Declarant shall have a period of three (3) business days from and after Declarant's actual receipt of such copy from such Owner in which to exercise its purchase option by giving such Owner written notice of such exercise. If Declarant fails to respond or to exercise such purchase option within said three (3) business day period, Declarant shall be deemed to have waived such purchase option. If Declarant declines to exercise such option, Declarant shall execute an instrument evidencing its waiver of its repurchase option, which instrument shall be in recordable form. In the event that Declarant does not exercise its purchase option and a sale to a third party is not consummated on such terms within six (6) months of the date in which the offer is transmitted to Declarant, the terms and limitations of this Article shall again be imposed upon any sale by such Owner. If Declarant shall elect to purchase such Lot the transaction shall be consummated within sixty (60) days following delivery of written notice by Declarant to such Owner of Declarant's decision to so purchase such Lot. This repurchase option shall terminate at the end of the Development Period.

ARTICLE X**MISCELLANEOUS**

Section 1. Duration. The terms and provisions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or by any of the Lot Owners, their respective legal representatives, heirs, successors and assigns, and except where permanent or perpetual assessments or other permanent rights are herein created, the term of the covenants, conditions and restrictions shall be for a term of twenty (20) years from the date of recordation of this Declaration, after which the Declaration shall be automatically extended for successive periods of ten (10) years in perpetuity, unless a recorded instrument agreeing to terminate the Declaration signed by the then Owners of two-thirds (2/3) of the Lots has been recorded.

Section 2. Amendment. The Declaration may be amended, from time to time as follows:

A. **By Declarant:** Declarant reserves the right and power to amend this Declaration to the extent necessary to conform to any requirements imposed or requested by any governmental agency, public authority or financial institution, without the approval of the Owners, or to the extent necessary to enable Declarant to meet any other reasonable need or requirement in order to complete the development of the Stonebridge Farms Property and to facilitate the making and marketing of first mortgages upon any of the Lots. Any amendment must be recorded and shall take effect only upon recording.

Each Owner, by acceptance of a deed to a Lot, consents to such right to amend the Declaration by Declarant.

B. **By Lot Owners.** Except as otherwise provided in this Declaration, this Declaration may be amended at any time by an instrument executed by seventy-five (75%) percent of the Class A Members and, in addition, the Class B Member. Any amendment must be recorded and shall take effect only upon recording.

Section 3. Personal Liability. Nothing in this Declaration, the Articles or the Regulations or By-Laws of the Association, or any rules or regulations enacted pursuant to any of the aforesaid, shall impose personal liability upon any member of the Board of Trustees or any officer of the Association acting in his capacity as such, for the maintenance, repair or replacement of any Living Unit or of any part of the Common Areas or give rise to a cause of action against any of them except for damages resulting from their own willful omissions or misconduct. Each person who becomes an Owner or Member hereby releases and discharges all persons now or hereafter serving as an officer or Trustee, or both, from any liability for injury or damages to such Member or Owner or to such Member's or Owner's property and covenants not to initiate any legal proceedings against any such person or persons unless such said person is covered by insurance and, in such event, the amount of recovery shall be limited to the amount of insurance.

Section 4. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postage prepaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 5. Enforcement. Except as provided in Article VIII, enforcement of this Declaration shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or to enjoin violation or to recover damages, and against the land to enforce any lien created or allowed by this Declaration; and the failure or forbearance by the Association or any Owner to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Section 6. Severability. Invalidation of any part of this Declaration by judgment, decree or order shall in no way effect any other provision hereof, each of which shall remain in full force and effect.

Section 7. Conflicts. In the case of any conflict between this Declaration and either the Articles of Incorporation or the By-Laws of the Association, the Declaration shall control.

Section 8. Condemnation.

(a) In the event any Lot or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the net proceeds of any award or settlement shall be the property of the Lot Owner and the holder of the first mortgage, to the extent of their respective interests. Each Lot Owner shall give the holder of a first mortgage on the Owner's Lot timely written notice of such proceeding or proposed acquisition.

(b) In the event any Common Area or Community Facility or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the proceeds of any award or settlement shall be distributed to the Association for the common benefit of the appropriate Members.

Section 9. Professional Management Contracts. The Association may delegate all or any portion of its authority to discharge its responsibilities herein to a manager or managing agent. Any management agreement shall not exceed three (3) years and shall provide for termination by either party without cause or without payment of a termination fee on ninety (90) days or less written notice.

Section 10. Non-Liability of Declarant. Neither Declarant nor its representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authority granted or delegated to it, by or pursuant to, this Declaration, the Articles or the By-Laws, whether or not such claims shall be asserted by an Owner, the Association, or by any person or entity claiming through any of them; or shall be on account of injury to person or damage to or loss of property wherever located and however caused. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Stonebridge Farms Property or any part thereof not being maintained or repaired by reason of any act or neglect of any Owner, the Association or their representative agents, employees, guests and invitees or by reason of any neighboring property or personal property located on or about the Stonebridge Farms Property, or by reason of the failure to furnish or disrepair of any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.) except as provided by any written warranty provided to an Owner or the Association.

Section 11. Gender and Grammar. The singular, whenever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other forms of business organizations, or individuals, men or women, shall in all cases be assumed as though in such case fully expressed.

IN WITNESS WHEREOF, WINCHESTER INVESTMENTS-II, INC. , an Ohio Corporation, by and through Thomas H. Humes, President, has executed this Declaration on the day and year first written above.

Signed and acknowledged
in the presence of:

WINCHESTER INVESTMENTS-II, INC.,

an Ohio Corporation

By: _____

Thomas H. Humes, President

Print Name: Mary E. Keller

Print Name: LAURA TURTON

STATE OF OHIO, COUNTY OF HAMILTON, SS:

The foregoing instrument was acknowledged before me this 20 day of December 1993, by Thomas H. Humes, President of Winchester Investments-II, Inc., an Ohio Corporation, on behalf of the Corporation.

Connie M. Tenhundfeld
Notary Public

This Instrument was prepared by:
DANIEL M. BENNIE, ESQ.

of
BARRON, PECK & BENNIE
One West Fourth Street
Suite 1400
Cincinnati, Ohio 45202
513/721-1350



CONNIE M. TENHUNDFELD
Notary Public, State of Ohio
My Commission Expires Feb. 3, 1998

CONSENT OF MORTGAGEE

The undersigned, THE PROVIDENT BANK, a banking corporation organized and existing under the laws of the State of Ohio, is the holder of a Mortgage to the real estate described in the foregoing Declaration for Stonebridge Farms from Winchester Investments-II, Inc., an Ohio Corporation, dated July 8, 1993, and recorded in Official Record Book 6214, Page 1833 of the Mortgage Records of Hamilton County, Ohio.

THE PROVIDENT BANK hereby consents to the execution and delivery of the Declaration, together with the exhibits thereto, and consents to the filing thereof in the office of the Recorder of Hamilton County, Ohio. THE PROVIDENT BANK hereby subjects and subordinates the above-described mortgage to the provisions of the foregoing Declaration with all exhibits attached thereto.

IN WITNESS WHEREOF, THE PROVIDENT BANK has caused the execution of this Consent of Mortgagee this 21st day of December, 1993, by its duly authorized officer.

Signed and acknowledged
in the presence of:

Christi Y. Davis
Print Name: CHRISTI Y. DAVIS

Mary Beth Fritsch
Print Name: Mary Beth Fritsch

THE PROVIDENT BANK
an Ohio banking corporation

By: [Signature]
Its: Vice President

STATE OF
SS:
COUNTY OF

The foregoing instrument was acknowledged before me this 21st day of December, 1993, by Brent Johnson, Vice President of THE PROVIDENT BANK, an Ohio banking corporation, on behalf of the corporation.

Mary Beth Fritsch
Notary Public



MARY BETH FRITSCH
Notary Public, State of Ohio
My Commission Expires June 7, 1998

BOOK 6358 PAGE 2895

EXHIBIT A

SITUATED IN SECTION 19, TOWNSHIP 4, ENTIRE RANGE 2, SYMMES TOWNSHIP, HAMILTON COUNTY, STATE OF OHIO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF SAID SECTION IN THE CENTER LINE OF FIELDS ERTTEL ROAD, SAID POINT BEING SOUTH 84° 52' 33" EAST, FOR A DISTANCE OF 2688.69 FEET FROM THE NORTHWEST CORNER OF SAID SECTION; THENCE CONTINUING ALONG SAID NORTH SECTION LINE, SOUTH 84° 52' 33" EAST, FOR A DISTANCE OF 461.59 FEET; THENCE LEAVING SAID NORTH LINE AND SAID ROAD, SOUTH 0° 22' 30" WEST, FOR A DISTANCE OF 874.66 FEET; THENCE SOUTH 0° 40' 26" WEST, 490.59 FEET; THENCE NORTH 85° 06' 31" WEST, 559.30 FEET; THENCE SOUTH 1° 15' 33" WEST, 2034.73 FEET TO A POINT IN THE CENTERLINE OF UNION CEMETERY ROAD; THENCE ALONG SAID CENTERLINE, NORTH 83° 56' 37" WEST, FOR A DISTANCE OF 869.18 FEET; THENCE LEAVING SAID CENTERLINE, NORTH 1° 12' 08" EAST, FOR A DISTANCE OF 2018.74 FEET; THENCE NORTH 85° 03' 54" WEST, 434.45 FEET; THENCE SOUTH 1° 15' 05" WEST, 1151.68 FEET; THENCE NORTH 82° 28' 59" WEST, 444.73 FEET; THENCE ON A CURVE DEFLECTING 55° 50' 41" LEFT HAVING A RADIUS OF 125.00 FEET FOR A DISTANCE ON ARC OF 121.83 FEET (CHORD OF ARC BEARS SOUTH 69° 35' 42" WEST, 117.07 FEET); THENCE SOUTH 41° 40' 23" WEST, 316.72 FEET; THENCE ON A CURVE DEFLECTING 3° 02' 59" RIGHT HAVING A RADIUS OF 225.00 FEET FOR A DISTANCE ON ARC OF 11.98 FEET (CHORD OF ARC BEARS SOUTH 43° 11' 42" WEST, 11.97 FEET); THENCE SOUTH 44° 43' 22" WEST, 50.68 FEET; THENCE ON A CURVE DEFLECTING 90° 00' 00" LEFT HAVING A RADIUS OF 14.00 FEET FOR A DISTANCE ON ARC OF 21.99 FEET (CHORD OF ARC BEARS SOUTH 0° 16' 27" EAST 19.80 FEET) TO A POINT ON THE NORTHERLY LINE OF UNION CEMETERY ROAD; THENCE LEAVING SAID NORTHERLY LINE, SOUTH 63° 10' 08" WEST, FOR A DISTANCE OF 31.62 FEET TO A POINT IN THE CENTERLINE OF SAID UNION CEMETERY ROAD; THENCE ALONG SAID CENTERLINE, NORTH 45° 16' 32" WEST, FOR A DISTANCE OF 88.22 FEET; THENCE LEAVING SAID CENTERLINE, NORTH 25° 18' 59" EAST, FOR A DISTANCE OF 218.75 FEET; THENCE NORTH 28° 10' 59" EAST, 365.08 FEET; THENCE NORTH 2° 53' 59" EAST, 313.74 FEET; THENCE NORTH 28° 08' 31" WEST, 110.63 FEET; THENCE NORTH 68° 13' 49" EAST, 133.35 FEET; THENCE NORTH 3° 30' 01" WEST, 440.00 FEET; THENCE NORTH 33° 48' 42" EAST, 360.62 FEET; THENCE NORTH 66° 24' 04" EAST, 280.00 FEET; THENCE SOUTH 85° 03' 54" EAST, 812.53 FEET; THENCE NORTH 78° 37' 17" EAST, 156.85 FEET TO THE WESTERLY LINE OF PROPOSED COLLECTOR ROAD RECORDED IN PLAT BOOK 304 PAGE 99 HAMILTON COUNTY RECORDERS OFFICE; THENCE ALONG SAID ROAD SOUTH 10° 28' 05" EAST, 121.87 FEET; THENCE ON A CURVE DEFLECTING 30° 00' 17" LEFT HAVING A RADIUS OF 540.00 FEET FOR A DISTANCE ON ARC OF 282.79 FEET (CHORD OF ARC BEARS SOUTH 25° 28' 14" EAST, 279.57 FEET) TO THE TERMINUS OF SAID ROAD; THENCE NORTH 0° 38' 42" EAST, 606.61 FEET; THENCE SOUTH 84° 54' 33" EAST, 430.67 FEET; THENCE NORTH 0° 22' 29" EAST, 645.00 FEET TO THE PLACE OF BEGINNING.

CONTAINS 4040248.00 SQUARE FEET OR 92.73133 ACRES.

BEING SUBJECT TO LEGAL HIGHWAYS.

BEING SUBJECT TO EASEMENTS OF RECORD.

The above legal description prepared by:

John R. Sansalone & Company

SAVE AND EXCEPT THE FOLLOWING TWO DESCRIPTIONS:

09/18/93 17:21 5637331
09/14/93 07:32 513 559 1134

GREAT TRADITIONS --- BP&BENNIE
SANSALONE & CO --- GREAT TRADITIONS

003/005
002

GREAT TRADITIOND DEV. GROUP

SEPTEMBER 14, 1993

LEGAL DESCRIPTION
UNION CEMETERY ROAD

SITUATED IN SECTION 19, TOWNSHIP 4, ENTIRE RANGE 2, SYMMES
TOWNSHIP, HAMILTON COUNTY, STATE OF OHIO, AND BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF LEBANON
ROAD WITH THE CENTERLINE OF UNION CEMETERY ROAD; THENCE ALONG
THE CENTERLINE OF UNION CEMETERY ROAD, NORTH 83° 56' 37"
WEST, FOR A DISTANCE OF 1646.76 FEET TO THE REAL PLACE
OF BEGINNING; THENCE CONTINUING ALONG SAID CENTERLINE,
NORTH 83° 56' 37" WEST, FOR A DISTANCE OF 188.16 FEET;
THENCE LEAVING SAID CENTERLINE, NORTH 1° 15' 14" EAST, FOR A
DISTANCE OF 308.95 FEET; THENCE NORTH 83° 02' 59" EAST,
202.07 FEET; THENCE SOUTH 1° 15' 14" WEST, 93.22 FEET;
THENCE SOUTH 4° 00' 12" WEST, 260.62 FEET TO THE PLACE
OF BEGINNING.

CONTAINS 64720.73 SQUARE FEET OR 1.48578 ACRES.

BEING SUBJECT TO LEGAL HIGHWAYS, BEING SUBJECT TO EASEMENT OF
RECORD.

EXHIBIT A

EXHIBIT A

GREAT TRADITIONS DEV. GROUP

JUNE 29, 1993

LEGAL DESCRIPTION UNION CEMETERY ROAD

SITUATED IN SECTION 19, TOWNSHIP 4, ENTIRE RANGE 2, SYMMES TOWNSHIP, HAMILTON COUNTY, STATE OF OHIO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF LEBANON ROAD WITH THE CENTERLINE OF UNION CEMETERY ROAD; THENCE ALONG THE CENTERLINE OF UNION CEMETERY ROAD, NORTH 83° 56' 37" WEST, FOR A DISTANCE OF 1543.18 FEET TO THE REAL PLACE OF BEGINNING; THENCE CONTINUING ALONG SAID CENTERLINE, NORTH 83° 56' 37" WEST, FOR A DISTANCE OF 103.58 FEET; THENCE LEAVING SAID CENTERLINE, NORTH 4° 00' 12" EAST, FOR A DISTANCE OF 260.62 FEET; THENCE SOUTH 62° 25' 09" EAST, 121.36 FEET; THENCE SOUTH 6° 03' 04" WEST, 215.93 FEET TO THE PLACE OF BEGINNING.

CONTAINS 25677.36 SQUARE FEET OR 0.58947 ACRES.

BEING SUBJECT TO LEGAL HIGHWAYS. BEING SUBJECT TO EASEMENT OF RECORD.

THE GRANTEE IS SUBJECT TO THE SIGNING OF THE RECORD PLAT AT THE TIME OF THE RECORDING.

KEMP

EXHIBIT "B"**Legal Description of the Subdivision Property
which is subject to this Declaration**

Situated in Section 19, Town 4, Entire Range 2, Symmes Township, Hamilton County, Ohio, and being all of Lots 1-12 and 35-43 of Stonebridge Farms Subdivision, Part 1, Block A as recorded in Plat Book 309, Pages 87, 88, 89 of the Plat Records of Hamilton County, Ohio.

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BOOK 6358  2899

EXHIBIT "D"

STONEBRIDGE COMMUNITY ASSOCIATION, INC.

BY-LAWS AND REGULATIONS

This Instrument prepared by:

**Kevin R. Flynn, Esq.
BARRON, PECK & BENNIE
One West Fourth Street
Suite 1400
Cincinnati, Ohio 45202
513/721-1350**

BY-LAWS AND REGULATIONS
OF
STONEBRIDGE FARMS COMMUNITY ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the Association is **Stonebridge Farms Community Association, Inc.**, (the "Association"). The principal office of the Association shall be located at 4000 Executive Park Drive, Suite 200, Cincinnati, Ohio 45241, but meetings of Members and Trustees may be held at such places within Hamilton County, State of Ohio, as may be designated by the Board of Trustees.

ARTICLE II

DEFINITIONS

Section 1. "Declaration" shall mean and refer to the "Declaration of Covenants, Conditions, Restrictions and Reservation of Easements" applicable to the Property known as Stonebridge Farms recorded in the Office of the Hamilton County Recorder, as the same may be amended from time to time.

Section 2. As used in these By-Laws, the terms "Articles" and "Articles of Incorporation," "Association", "Board" and "Board of Trustees", "By-Laws", "Common Areas" and "Community Facilities", "Declarant", "Development Period", "Living Unit", "Lot", "Member", "Owner", "Property" and "Trustee" or "Trustees" shall have the same meaning as each is defined to have in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the first Monday of the same month of each year thereafter, at the hour of 7:00 P.M. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meeting of the Members may be called at any time by the President or by the Board of Trustees.

Section 3. Notice of Meetings. Except as otherwise provided in the Declaration, 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 mailing a copy of such notice, postage prepaid, at least fifteen (15) 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.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, twenty (20%) percent 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 Declaration, or these By-Laws. If, however, such quorum shall not be present or

represented at any meeting, 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 as aforesaid shall be present or be represented.

Section 5. Adjourned Meetings. If, at any regular or special meeting of the Members of the Association, there be less than a quorum present, a majority of those Members present and entitled to vote may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called, at which time the quorum requirement shall be fifteen (15%) percent of the votes of each class of membership of the Association and any business which might lawfully have been transacted at the meeting as originally called may be transacted without further notice.

Section 6. 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 Lot.

Section 7. Voting. The vote of the majority of those present, either in person or by proxy, shall decide any question brought before the meeting, unless the question is one upon which a different vote is required by provision of the laws of Ohio, the Declaration, the Articles of Incorporation of the Association or these By-Laws.

Section 8. Suspension of Voting Privileges. No Member shall be eligible to vote or to be elected to the Board of Trustees who is shown on the books of the Association to be more than sixty (60) days delinquent in the payment of any assessment due the Association.

ARTICLE IV**BOARD OF TRUSTEES - SELECTION - TERM OF OFFICE**

Section 1. Board of Trustees. Until the first annual meeting, the initial Board shall consist of three (3) Trustees appointed by the Class B Member who shall serve until their respective successors are appointed and qualified. Class B Member appointed Trustees need not be Members of the Association.

Except as otherwise provided and except for the period during which the Class B Member shall appoint the Board, Trustees shall be elected for three (3) year terms of office and shall serve until their respective successors are elected and qualified. Any vacancy which occurs in the initial or any subsequent Board, by reason of death, resignation, removal, or otherwise, may be filled at any meeting of the Board by the affirmative vote of a majority of the remaining Trustees representing the same class of Members who elected or appointed the Trustee whose position has become vacant. Any Trustee elected to fill a vacancy shall serve as such until the expiration of the term of the Trustee whose position he or she was elected to fill.

At the first annual meeting, the Board of Trustees shall expand from three (3) to seven (7). At such meeting, the Class B Member shall appoint four (4) Trustees for a three (3) year term. Thereafter, at each tri-annual meeting the Class B Member, until such time as the Class B Member shall transfer control of the Board to the Class A Members, shall appoint four (4) Trustees for three (3) year terms.

At the first annual meeting, the Class B Member shall appoint three (3) Trustees from among the Class A Members. One of the Trustees shall be appointed for a three (3) year term, one of the Trustees shall be appointed for a two (2) year term and one of the Trustees shall be

appointed for a one (1) year term. At the expiration of the terms of such Trustees and until such time as the Class B Member shall transfer control of the Board to the Class A Members, the Class B Member shall, at the annual meeting, appoint successor Trustees for three (3) year terms.

The Class B Member shall transfer control of the Board to the Class A Members after the earliest of the following events: (i) Ninety-Five (95%) percent of the total number of Living Units that may be constructed in all phases of Stonebridge Farms have been sold; (ii) fifteen (15) years following conveyance of the first Living Unit; or (iii) abandonment of the Property by the Class B Member. The Property shall be deemed abandoned by the Class B Member if no construction of a Living Unit has been commenced by it or a third party builder on at least one previously unimproved Lot for a period of 720 consecutive days. At the next annual meeting after the occurrence of such event, all Class B Member appointed Trustees shall be removed from office, and the Class A Members, including the Class B Member if it is then an Owner, shall elect a Trustee to fill each vacancy on the Board. The terms of said elected Trustees shall be from one to three years, as determined by the Board, so that in any one year thereafter, the terms of no more than four (4) nor less than three (3) Trustees shall expire. At all times after this meeting, the Board shall consist of seven (7) Trustees who shall be Owners or residents at Stonebridge Farms. Additionally, after this meeting, all Trustees, and their successors, shall be elected by Class A Members and shall be elected for a three (3) year term.

Notwithstanding anything above to the contrary, the Class B Member may, by written notice to the Board, at or before any annual meeting, relinquish to the Class A Members, the Class B Member's right to elect one or more Trustees at such annual meeting.

Section 2. Election. Election to the Board of Trustees by the Class A Members shall be by 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 Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. Removal. Any Trustee may be removed from the Board, with or without cause, by a majority vote of the Members of the Association.

Section 4. Compensation. No Trustee shall receive compensation for any service he may render to the Association. However, any Trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Trustees. Any action so approved shall have the same effect as though taken at a meeting of the Trustees.

ARTICLE V

NOMINATION OF TRUSTEES

Section 1. Nomination. Nomination for election to the Board of Trustees shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Trustees, and two or more Members of the Association appointed by the Chairman. The Nominating Chairman shall be appointed by the Board of Trustees at least sixty (60) days prior to each annual meeting of the Members, to serve from the time of

appointment 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 of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled by election.

ARTICLE VI

MEETINGS OF TRUSTEES

Section 1. Regular Meetings. The Board of Trustees shall meet annually within ten (10) days after the annual meeting of Members and in addition to the annual meeting shall meet at regular meetings established as to time and place 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.

Section 2. Special Meetings. Special meetings of the Board of Trustees shall be held when called by the President of the Association, or by any three (3) Trustees, after not less than three (3) days notice to each Trustee.

Section 3. Waiver of Notice. Any requirement of notice to a Trustee provided under this Article VI may be waived by the Trustee entitled thereto by written waiver of such notice signed by the Trustee and filed with the Secretary of the Association.

Section 4. Quorum. A majority of Trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Trustees 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 TRUSTEES**

Section 1. Powers. The Board of Trustees shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Areas and Community Facilities and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the Common Areas and Community 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 sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Trustees to be vacant in the event such Trustee shall be absent from three (3) consecutive regular meetings of the Board of Trustees; and

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

Section 2. Duties. It shall be the duty of the Board of Trustees to:

(a) cause to be kept a complete record of all its acts, 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 required in writing by the Class B Member and by thirty (30%) percent of the Class A Members;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period;

(2) send written notice of each Assessment to every Owner subject thereto fifteen (15) days in advance of each assessment period; and

(3) foreclose the lien against any property for which Assessments are not paid within sixty (60) days after due date or to bring an action at law against the Owner personally obligated to pay the same, when, in the sole determination of the Board, foreclosure or an action at law is necessary to collect such Assessments and otherwise protect the interest of the Association;

(d) 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 not to exceed ten (\$10.00) dollars may be made by the Board for issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability, hazard and other appropriate insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Areas and Community Facilities to be maintained;

(h) otherwise perform duties imposed by the Declaration.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. 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 of Trustees, a Secretary, and a Treasurer, and such other officers as the Board may from time to time create by resolution.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the Members.

Section 3. Term. The officers of the Association shall be elected by the Board and each shall hold office for three (3) years unless such officer shall sooner resign, or shall be removed, or be otherwise disqualified to serve.

Section 4. Special Appointments. 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.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time 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.

Section 6. Vacancies. A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. 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 Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Members and of the Board of Trustees and shall see that orders and resolutions of the Board are carried out.

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall: 1) record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; 2) serve notice of meetings of the Board and of the Members; 3) keep appropriate current records showing the Members of the Association together with their addresses; and 4) shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall: 1) receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees; 2) keep proper books of account; 3) cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and 4) shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX**COMMITTEES**

The Board of Trustees shall appoint a Finance and Budget Committee consisting of not more than six (6) Members of the Association.

The Board of Trustees shall appoint a Design Review Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Trustees shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X**INDEMNIFICATION**

In addition to any other right or remedy to which the persons hereafter described may be entitled, under the Articles of Incorporation, By-Laws, Declaration, any other agreement, or by vote of the Members or otherwise, the Association shall, and does, indemnify any Trustee or officer of the Association or former Trustee or officer of the Association, who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a Trustee or officer of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

ARTICLE XI**MISCELLANEOUS**

Section 1. Books and Records. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 2. Corporate Seal. The Board of Trustees may, if it desires, provide a suitable corporate seal containing the name of the Association and other appropriate statements, as the Board of Trustees shall determine.

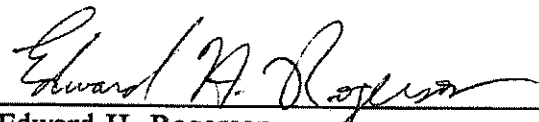
Section 3. Fiscal Year. The fiscal year shall begin on the first day of January of every year, except that the first fiscal year of the Association shall begin at the date of incorporation. The commencement date of the fiscal year herein established shall be subject to change by the Board of Trustees should corporate practice subsequently dictate.

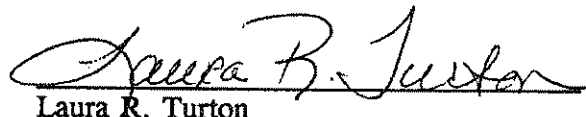
Section 4. Execution of Association Documents. With the prior authorization of the Board of Trustees, all notes, contracts and other documents shall be executed on behalf of the Association by either the President or the Vice-President, and all checks and other drafts shall be executed on behalf of the Association by such officers, agents or other persons as are from time to time designated by the Board of Trustees.

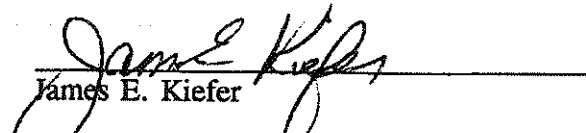
Section 5. Conflict. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of conflict between the Declaration and these By-Laws, the Declaration shall control.

Section 6. Amendments. These By-Laws may be amended, at a regular or special meeting of the Members, by affirmative vote of the Class B Member and 51% of the total number of votes held by Class A Members.

We, the undersigned Trustees of Stonebridge Farms Community Association, Inc. an Ohio non-profit corporation, No. _____, recorded on Roll _____ at Frame _____, of the records of incorporation and miscellaneous filings in the Office of the Secretary of State of Ohio, do hereby approve the adoption of the foregoing By-Laws and Regulations, for the governance of this Association.


Edward H. Rogerson


Laura R. Turton


James E. Kiefer

This instrument was prepared by:
Kevin R. Flynn, Esq.
of
BARRON, PECK & BENNIE
One West Fourth Street
Suite 1400
Cincinnati, Ohio 45202
513/721-1350

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EXHIBIT "E"

**Common Area and Community Facility Lots for
Stonebridge Farms Part 1, Block A**

Common Area to be Maintained by Stonebridge Farms Community Association, Inc.

Common Area "A" - 30' Landscaping Easement

Common Area "B" - Pt. of Lots 1 and 43 Landscaping and Signage Easements

-All as shown on the Record Plat of Subdivision

c:\wpfiles\krf\great\EX-E.STO

FIRST AMENDMENT AND SUPPLEMENT TO
THE STONEBRIDGE FARMS DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS
AND RESERVATION OF EASEMENTS

This First Amendment and Supplement to the Stonebridge Farms Declaration of Covenants, Conditions, Restrictions and Reservation of Easements ("Amendment") is made as of the 29th day of March, 1994, by WINCHESTER INVESTMENTS II, INC., an Ohio corporation ("Declarant") as follows:

WHEREAS, Declarant filed the Stonebridge Farms Declaration of Covenants, Conditions and Restrictions and Reservation of Easements on the 29th day of December, 1991, which Declaration is recorded in Official Record Book 6358, page 2873 of the Hamilton County, Ohio Records (the "Declaration") to aid in the development of the property described therein ("Stonebridge Farms");

WHEREAS, Declarant is the owner of and intends to improve the real property described in Exhibit "A" hereto (the "Property") as a part of Stonebridge Farms by constructing various on and off-site improvements and either by itself or in conjunction with other builders, developing residential projects on the Property.

WHEREAS, Declarant desires to provide for the preservation of values and amenities in Stonebridge Farms and to provide for the improvement, expansion and maintenance of the Common Areas and Community Facilities as provided in Article IV, Section 2 of the Declaration and to this end, desires to add certain licensed areas to the definition of Common Areas and Community Facilities and to subject the Property to the covenants, conditions, restrictions,

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HAMILTON COUNTY RECORDER'S OFFICE
Jan 1994 - 2004 (over)

easements, charges and liens set forth herein and in the Declaration, all of which are for the benefit of the Property and the current and subsequent owners thereof;

WHEREAS, the Declaration provides, in Article II, that Declarant can subject the Property to the terms and conditions of the Declaration; and

WHEREAS, the Declaration provides in Article X, that Declarant can amend the terms of the Declaration in order to further certain purposes.

NOW, THEREFORE, Declarant makes the following declaration:

1. Subjection of Property. Declarant declares that all of the Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration, as amended, which provisions are for the purpose of protecting the value and desirability of, and which provisions shall run with the Property and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

The Property is subject to the terms, conditions, restrictions, covenants and easements as are set forth in the Declaration, as amended.

2. Amendments.

2.1 Article I, Section 1 (e) of the Declaration, which sets forth the definition of Common Area and Community Facility, is amended to include the property and property rights described in

Exhibit B hereto and all of such property shall be maintained by the Association as provided for in the Declaration.

Except as expressly amended by this Amendment, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, James P. Sullivan, Vice President and Treasurer of Winchester Investments-II, Inc., an Ohio corporation, has executed this Amendment on behalf of the corporation as of the day and year first above written.

Signed and acknowledged
in the presence of:

WINCHESTER INVESTMENTS-II, INC.,
an Ohio corporation

Teri E. Winter
Print Name: TERI E. WINTER

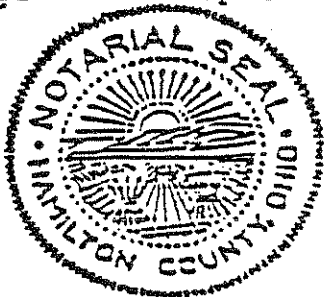
By: James P. Sullivan

James P. Sullivan,
Vice President & Treasurer

Ann S. Matus
Print Name: ANN S. MATUS

STATE OF OHIO, COUNTY OF HAMILTON, SS:

The foregoing Amendment was acknowledged before me this 19th day of March, 1994, by James P. Sullivan, Vice President and Treasurer of Winchester Investments-II, Inc., an Ohio corporation, on behalf of said corporation.



Kevin R. Flynn
Notary Public

KEVIN R. FLYNN, Attorney at Law
Notary Public, State of Ohio
My commission has no expiration date
Section 147.03 O. R. C.

This instrument was prepared by:
Kevin R. Flynn, Esq.
Barron, Peck & Bennis
One West Fourth Street
Suite 1400
Cincinnati, Ohio 45202-1618

DOCUMENT "A"

LEGAL DESCRIPTION

Situated in Section 19, Town 4, Entire Range 2, Symmes Township, Hamilton County, Ohio, and being all of Lots 73-83, 92-97, 116-130, inclusive of Stonebridge Farms Subdivision, Part 2, Block-A, as recorded in Plat Book 310, Pages 93 & 94 of the Plat Records of Hamilton County, Ohio.

EXHIBIT "B"Common Area for Stonebridge FarmsCommon Area to be Maintained by Stonebridge Farms Community Association, Inc.

SITUATED IN SECTION 19, TOWNSHIP 4, ENTIRE RANGE 2, SYMMES TOWNSHIP, HAMILTON COUNTY, STATE OF OHIO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY MOST CORNER OF THE TERMINUS OF THE COLLECTOR ROAD AND THE GRANTORS EAST LINE AS RECORDED IN PLAT BOOK 304 PAGE 99, HAMILTON COUNTY, RECORDERS OFFICE, AND PLAT BOOK 49, PAGE 16, HAMILTON COUNTY SURVEYOR OFFICE; THENCE LEAVING SAID CORNER, NORTH 0° 38' 42" EAST ALONG SAID EAST LINE, FOR A DISTANCE OF 1081.13 FEET TO A POINT ON THE SOUTH LINE OF FIELDS ERTLE ROAD; THENCE ALONG SAID SOUTH LINE, NORTH 84° 32' 33" WEST, FOR A DISTANCE OF 30.09 FEET; THENCE LEAVING SAID SOUTH LINE, SOUTH 0° 38' 42" WEST, FOR A DISTANCE OF 623.63 FEET; THENCE NORTH 43° 28' 05" WEST, 295.29 FEET; THENCE SOUTH 46° 31' 52" WEST, 3.00 FEET TO A POINT ON THE EASTERLY LINE OF CONNECTOR ROAD; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING COURSES AND DISTANCES: ON A CURVE DEFLECTING 33° RIGHT HAVING A RADIUS OF 540.00 FEET FOR A DISTANCE ON ARC OF 311.02 FEET (CHORD OF ARC BEARS SOUTH 26° 38' 08" EAST, 306.74 FEET); THENCE SOUTH 10° 28' 08" EAST, 233.77 FEET; THENCE ON A CURVE DEFLECTING 16° 42' 42" LEFT HAVING A RADIUS OF 460.00 FEET FOR A DISTANCE ON ARC OF 134.17 FEET (CHORD OF ARC BEARS SOUTH 16° 49' 27" EAST, 133.70 FEET) TO THE PLACE OF BEGINNING.

145
238

LANDSCAPING AND SIGNAGE EASEMENT

Winchester Investments-II, Inc., an Ohio corporation, for valuable consideration paid, grants to Stonebridge Farms Community Association, Inc., an Ohio nonprofit corporation, whose tax mailing address is 4000 Executive Park Drive, Suite 200, Cincinnati, Ohio, 45241, a perpetual non-exclusive easement and right to ingress and egress for the purposes of constructing, repairing, maintaining and replacing an entry wall, sign and landscaping and all customary and incidental purposes related thereto, including replacement and removal of such facilities over and across the real property described in Exhibit A hereto.

Prior Instrument Reference: Official Record Book 310, Page 94, of the Hamilton County, Ohio records.

IN WITNESS WHEREOF, James P. Sullivan, Vice President and Treasurer of Winchester Investments-II, Inc., an Ohio corporation, being first duly authorized, executed this Grant of Easement as of the 28th day of September, 1995.

HAMILTON COUNTY RECORDER'S OFFICE
Doc #195 - 137057 Type: DE
Filed: 09/28/1995 1:40:12 PM \$ 22.00
Off. Rec.: 6868 913 F 4 258

Signed and acknowledged
in the presence of:

WINCHESTER INVESTMENTS-II, INC.
an Ohio corporation

Julie Crago
Julie Crago

By: James P. Sullivan
James P. Sullivan
Vice President and Treasurer

WINCHESTER INVESTMENTS-II INC.

APRIL 19, 1994

LEGAL DESCRIPTION
EASEMENT IN LOT #73 STONEBRIDGE FARMS

SITUATED IN SECTION 19, TOWNSHIP 4, ENTIRE RANGE 2, SYMMES TOWNSHIP, HAMILTON COUNTY, STATE OF OHIO, BEING A LANDSCAPE AND SIGN EASEMENT IN LOT #73 OF STONEBRIDGE FARMS PART-2, BLOCK "A", RECORDED IN PLAT BOOK 310, PAGES 93 & 94, HAMILTON COUNTY RECORDERS OFFICE. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT #73 SAID POINT ALSO ON THE SOUTHERLY LINE OF STONEBRIDGE WAY; THENCE ALONG SAID SOUTHERLY LINE, NORTH 61° 53' 42" WEST, FOR A DISTANCE OF 107.70 FEET TO THE REAL PLACE OF BEGINNING; THENCE LEAVING SAID SOUTHERLY LINE, SOUTH 28° 06' 18" WEST, FOR A DISTANCE OF 25.00 FEET; THENCE NORTH 61° 53' 42" WEST, 25.00 FEET TO A POINT ON THE EASTERLY LINE OF FARMSTEAD DRIVE; THENCE ALONG SAID EASTERLY LINE, NORTH 28° 06' 18" EAST, FOR A DISTANCE OF 11.00 FEET; THENCE ON A CURVE DEFLECTING 90° 00' 00" RIGHT HAVING A RADIUS OF 14.00 FEET FOR A DISTANCE ON ARC OF 21.99 FEET (CHORD OF ARC BEARS NORTH 73° 06' 18" EAST, 19.80 FEET) TO A POINT ON THE SOUTHERLY LINE OF STONEBRIDGE WAY; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 61° 53' 42" EAST, FOR A DISTANCE OF 11.00 FEET TO THE PLACE OF BEGINNING.

WINCHESTER INVESTMENTS-II INC.

APRIL 19, 1994

LEGAL DESCRIPTION
EASEMENT IN LOT #130 STONEBRIDGE FARMS

SITUATED IN SECTION 19, TOWNSHIP 4, ENTIRE RANGE 2, SYMMES TOWNSHIP, HAMILTON COUNTY, STATE OF OHIO, BEING A LANDSCAPE AND SIGN EASEMENT IN LOT #130 OF STONEBRIDGE FARMS PART-2, BLOCK "A", RECORDED IN PLAT BOOK 310, PAGES 93 & 94, HAMILTON COUNTY RECORDERS OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT #130 SAID POINT ALSO ON THE WESTERLY LINE OF FARMSTEAD DRIVE; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING COURSES AND DISTANCES: ON A CURVE DEFLECTING 8° 39' 33" RIGHT HAVING A RADIUS OF 425.00 FEET FOR A DISTANCE ON ARC OF 64.23 FEET (CHORD OF ARC BEARS NORTH 23° 46' 31" EAST, 64.17 FEET); THENCE NORTH 28° 06' 18" EAST, 29.39 FEET TO THE REAL PLACE OF BEGINNING; THENCE LEAVING SAID WESTERLY LINE, NORTH 61° 53' 42" WEST, FOR A DISTANCE OF 25.00 FEET; THENCE NORTH 30° 02' 51" EAST, 25.00 FEET TO A POINT ON THE SOUTHERLY LINE OF STONEBRIDGE WAY; THENCE ALONG SAID SOUTHERLY LINE, ON A CURVE DEFLECTING 1° 05' 58" LEFT HAVING A RADIUS OF 540.00 FEET FOR A DISTANCE ON ARC OF 10.36 FEET (CHORD OF ARC BEARS SOUTH 60° 30' 07" EAST, 10.36 FEET) THENCE ON A CURVE DEFLECTING 89° 09' 25" RIGHT HAVING A RADIUS OF 14.00 FEET FOR A DISTANCE ON ARC OF 21.79 FEET (CHORD OF ARC BEARS SOUTH 16° 28' 25" EAST, 19.65 FEET) TO A POINT ON THE WESTERLY LINE OF FARMSTEAD DRIVE; THENCE ALONG SAID WESTERLY LINE, SOUTH 28° 06' 18" WEST, FOR A DISTANCE OF 10.73 FEET TO THE PLACE OF BEGINNING.

147
10

SECOND AMENDMENT AND SUPPLEMENT TO
THE STONEBRIDGE FARMS DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS
AND RESERVATION OF EASEMENTS

This Second Amendment and Supplement to the Stonebridge Farms Declaration of Covenants, Conditions, Restrictions and Reservation of Easements ("Amendment") is made as of the 28th day of September, 1995, by WINCHESTER INVESTMENTS II, Inc., an Ohio corporation ("Declarant") and other owners of the Property as follows:

WHEREAS, Declarant filed the Stonebridge Farms Declaration of Covenants, Conditions and Restrictions and Reservation of Easements on the 29th day of December, 1993, which Declaration is recorded in Official Record Book 6358, page 2873 of the Hamilton County, Ohio Records which Declaration has been subsequently amended (all such amendments together with the original Declaration are herein referred to as the "Declaration") to aid in the development of the property described therein ("Stonebridge Farms");

HAMILTON COUNTY RECORDER'S OFFICE
Doc #: 95 - 137058 Type: RT
Filed: 09/28/1995 1:40:58 PM \$ 34.00
Off. Rec.: 6868 917 F 7 259

WHEREAS, Declarant and the other signers hereof are the owners of and intend to improve the real property described in Exhibit "A" hereto (the "Property") as a part of Stonebridge Farms by constructing various on and off-site improvements and either by itself or in conjunction with other builders, developing residential projects on the Property.

WHEREAS, Declarant and the other signers hereof desire to provide for the preservation of values and amenities in Stonebridge Farms and to subject the Property to the covenants, conditions, restrictions, easements, charges and liens set forth herein and in the Declaration, all of which are for the benefit of the Property and the current and subsequent owners thereof,

WHEREAS, the Declaration provides, in Article II, that Declarant can and the other signers hereof have obligated themselves by acceptance of the deed to their portion of the Property to, subject the Property to the terms and conditions of the Declaration; and

TRANSFER NOT NECESSARY

DUSTY RHODES
COUNTY AUDITOR

1
Examined & Conformance with Sec. 319.202 R.C. Conveyance
is exempt from the usual Sec. 319.54 (1) L

DUSTY RHODES
COUNTY AUDITOR

6868 917 F

WHEREAS, the Declaration provides in Article X, that Declarant can amend the terms of the Declaration in order to further certain purposes.

NOW, THEREFORE, the parties hereto makes the following declaration:

1. Subiection of Property. Declarant and the other signers hereof declare that all of the Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration, as amended, which provisions are for the purpose of protecting the value and desirability of, and which provisions shall run with the Property and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

The Property is subject to the terms, conditions, restrictions, covenants and easements as are set forth in the Declaration, as amended.

Except as expressly amended by this Amendment, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on behalf of themselves and their respective corporations as of the day and year first above written.

Signed and acknowledged
in the presence of:

Julie A. Crago
Print Name: JULIE A. Crago
Tricia Daniel
Print Name: TRICIA Daniel

WINCHESTER INVESTMENTS II, INC.,
an Ohio Corporation

By: James P. Sullivan
James P. Sullivan,
Vice President & Treasurer

Julie A. Crago
Print Name: JULIE A. CRAGO

James E. Kiefer
Print Name: JAMES E. KIEFER

Julie A. Crago
Print Name: JULIE A. CRAGO

James E. Kiefer
Print Name: JAMES E. KIEFER

Julie A. Crago
Print Name: JULIE A. CRAGO

James E. Kiefer
Print Name: JAMES E. KIEFER

Julie A. Crago
Print Name: JULIE A. CRAGO

James E. Kiefer
Print Name: JAMES E. KIEFER

Julie A. Crago
Print Name: JULIE A. CRAGO

James E. Kiefer
Print Name: JAMES E. KIEFER

By: Joseph B. McCullough
Joseph B. McCullough

By: Charlotte C. McCullough
Charlotte C. McCullough

By: James L. Wainscott
James L. Wainscott

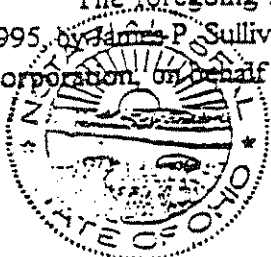
By: Daria S. Wainscott
Daria S. Wainscott

By: Linda S. Orewiler
Linda S. Orewiler

This instrument was prepared by:
Kevin R. Flynn, Esq.
Barron, Peck & Bennie
One West Fourth Street, Suite 1400
Cincinnati, Ohio 45202-3618

STATE OF OHIO, COUNTY OF HAMILTON, SS:

The foregoing Amendment was acknowledged before me this 26th day of July 1995, by James P. Sullivan, Vice President and Treasurer of Winchester Investments-II, Inc., an Ohio Corporation, on behalf of said corporation.

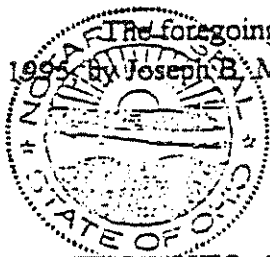


JULIE CRAGO
Notary Public, State of Ohio
My Commission Expires July 31, 1998

Julie A. Crago
Notary Public

STATE OF OHIO, COUNTY OF HAMILTON, SS:

The foregoing Amendment was acknowledged before me this 17th day of August 1995, by Joseph B. McCullough, husband of Charlotte C. McCullough.

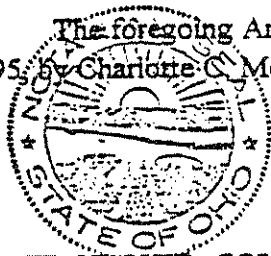


JULIE CRAGO
Notary Public, State of Ohio
My Commission Expires July 31, 1998

Julie A. Crago
Notary Public

STATE OF OHIO, COUNTY OF HAMILTON, SS:

The foregoing Amendment was acknowledged before me this 10th day of August 1995, by Charlotte C. McCullough, wife of Joseph B. McCullough.



JULIE CRAGO
Notary Public, State of Ohio
My Commission Expires July 31, 1998

Julie A. Crago
Notary Public

STATE OF OHIO, COUNTY OF HAMILTON, SS:

The foregoing Amendment was acknowledged before me this 17th day of August 1995, by James L. Wainscott, husband of Daria S. Wainscott.



JULIE CRAGO
Notary Public, State of Ohio
My Commission Expires July 31, 1998

Julie A. Crago
Notary Public

STATE OF OHIO, COUNTY OF HAMILTON, SS:

The foregoing Amendment was acknowledged before me this 10th day of August 1995, by Daria S. Wainscott, wife of James L. Wainscott.



JULIE CRAGO
Notary Public, State of Ohio
My Commission Expires July 31, 1998

Julie A. Crago
Notary Public

STATE OF OHIO, COUNTY OF HAMILTON, SS:

The foregoing Amendment was acknowledged before me this 5th day of September 1995, by Linda S. Orewiler, unmarried.



JULIE CRAGO
Notary Public, State of Ohio
My Commission Expires July 31, 1998

Notary Public

Julie A. Crago

EXHIBIT "A"

Legal Description

Situated in Section 19, Town 4, Entire Range 2, Symmes Township, Hamilton County, Ohio, and being all of Lots 98, 99, 114 and 115 of Stonebridge Farms Subdivision, Part 2, Block B, as recorded in Plat Book 320, Pages 14 and 15 of the Plat Records of Hamilton County, Ohio.

EXHIBIT "B"

Common Area and Community Facilities to be Maintained by Stonebridge Farms
Community Association, Inc.

1. All landscape plantings within the public right of way for Stonemaster Drive, Stonebridge Way, Farmstead Drive, Millstone Court and Stonemark Lane.
2. All street name signage including pole and cross arms.
3. All gas street lights, including gas usage, maintenance and replacement.
4. Landscape and signage easement area located on Lots #130 and #73.

BAWPJACSEFARMAMENDAMEND.DND

THIRD AMENDMENT AND SUPPLEMENT TO
THE STONEBRIDGE FARMS DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS
AND RESERVATION OF EASEMENTS

This Third Amendment and Supplement to the Stonebridge Farms of Covenants, Conditions, Restrictions and Reservation of Easements ("Amendment") is made as of the 29th day of November, 1995, by WINCHESTER INVESTMENTS II, INC., an Ohio corporation ("Declarant") as follows:

WHEREAS, Declarant filed the Stonebridge Farms Declaration of Covenants, Conditions and Restrictions and Reservation of Easements on the 29th day of December, 1993, which Declaration is recorded in Official Record Book 6358, page 2873 of the Hamilton County, Ohio Records which Declaration has been subsequently amended (all such amendments together with the original Declaration are herein referred to as the "Declaration") to aid in the development of the property described therein ("Stonebridge Farms");

WHEREAS, Declarant is the owner of and intends to improve the real property described in Exhibit "A" hereto (the "Property") as a part of Stonebridge Farms by constructing various on and off-site improvements and either by itself or in conjunction with other builders, developing residential projects on the Property.

WHEREAS, Declarant desires to provide for the preservation of values and amenities in Stonebridge Farms and to provide for the maintenance of the Common Areas and Community Facilities (as defined in the Declaration) within Stonebridge Farms and to this end, desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens set forth herein and in the Declaration, all of which are for the benefit of the Property and the current and subsequent owners thereof;

WHEREAS, the Declaration provides, in Article II, that Declarant can subject the Property to the terms and conditions of the Declaration; and

WHEREAS, the Declaration provides in Article X, that Declarant can amend the terms of the Declaration in order to further certain purposes.

NOW, THEREFORE, Declarant makes the following declaration:

1. Subjection of Property. Declarant declares that all of the Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration, as amended, which provisions are for the purpose of protecting the value and desirability of, and which provisions shall run with the Property and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

COPY
HAMILTON COUNTY RECORDER'S OFFICE
Doc #: 95 - 175969 Type: MT
Filed: 12/11/1995 11:50:22 AM
Off. Rec.: 6926 1323 F BSO 4 22

The Property is subject to the terms, conditions, restrictions, covenants and easements as are set forth in the Declaration, as amended.

2. Common Area. Section 1(e) of the Declaration, which sets forth the definitions of Common Areas and Community Facilities is amended to include that portion of the Property, together with improvements located thereon, owned by or leased to the Association for the benefit, use and enjoyment of its members, including the areas described in Exhibit B hereto.

Except as expressly amended by this Amendment, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed by James P. Sullivan, Vice President and Treasurer of Declarant, as of the day and year first above written.

Signed and acknowledged
in the presence of:

WINCHESTER INVESTMENTS-II, INC.,
an Ohio corporation

By James P. Sullivan
James P. Sullivan
Its Vice President & Treasurer

Matthew Farrell
Print Name: Matthew Farrell

James E. Kiefer
Print Name: JAMES E. KIEFER

STATE OF OHIO, COUNTY OF HAMILTON, SS:

The foregoing Amendment was acknowledged before me this 29 day of November, 1995,
by James P. Sullivan, Vice President and Treasurer of Winchester Investments-II, Inc., an Ohio
corporation, on behalf of said corporation.



JULIE CRAGO
Notary Public, State of Ohio
My Commission Expires July 31, 1998

Julie Crago
Notary Public

This instrument was prepared by:
Kevin R. Flynn, Esq.
Barron, Peck & Bennie
One West Fourth Street
Suite 1400
Cincinnati, Ohio 45202-3618

2:\krf.4

EXHIBIT "A"

Legal Description

Situated in Section 19, Town 4, Entire Range 2, Symmes Township, Hamilton County, Ohio, and being all of Lots 13 through 34 of Stonebridge Farms Subdivision, Part 1, Block B, as recorded in Plat Book 322, Page 29+30, of the Plat Records of Hamilton County, Ohio.

EXHIBIT "B"

Common Area and Community Facilities to be Maintained by
Stonebridge Farms Community Association, Inc.

1. All landscape plantings within the public right-of-way for Stonemaster Drive and Farmstead Drive.
2. All street name signage including pole and cross arms.
3. All gas street lights, including gas usage, maintenance and replacement.

FOURTH AMENDMENT AND SUPPLEMENT TO
THE STONEBRIDGE FARMS DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS
AND RESERVATION OF EASEMENTS

This Fourth Amendment and Supplement to the Stonebridge Farms Declaration of Covenants, Conditions, Restrictions and Reservation of Easements ("Amendment") is made as of the 6th day of FEBRUARY, 1997, by WINCHESTER INVESTMENTS-II, INC., an Ohio corporation ("Declarant") as follows:

WHEREAS, Declarant filed the Stonebridge Farms Declaration of Covenants, Conditions and Restrictions and Reservation of Easements on the 29th day of December, 1993, which Declaration is recorded in Official Record Book 6358, page 2873 of the Hamilton County, Ohio Records, which Declaration has been subsequently amended, the most recent such amendment being recorded in Official Record Book 6926, Page 1323 of the Hamilton County, Ohio Records (the "Declaration") to aid in the development of the property described therein ("Stonebridge Farms");

WHEREAS, Declarant is the owner of and intends to improve the real property described in Exhibit "A" hereto (the "Property") as a part of Stonebridge Farms by constructing various on and off-site improvements and either by itself or in conjunction with other builders, developing residential projects on the Property.

WHEREAS, Declarant desires to provide for the preservation of values and amenities in Stonebridge Farms and to provide for the improvement, expansion and maintenance of the Common Areas and Community Facilities as provided in Article IV, Section 2 of the Declaration and to this end, desires to add certain areas to the definition of Common Areas and Community Facilities and to subject the Property to the covenants, conditions, restrictions, easements, charges and liens set forth herein and in the Declaration, all of which are for the benefit of the Property and the current and subsequent owners thereof;

WHEREAS, the Declaration provides, in Article II, that Declarant can subject the Property to the terms and conditions of the Declaration; and

WHEREAS, the Declaration provides in Article X, that Declarant can amend the terms of the Declaration in order to further certain purposes.

NOW, THEREFORE, Declarant makes the following declaration:

1. Subjection of Property. Declarant declares that all of the Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration, as amended, which provisions are for the purpose of protecting the value and desirability of, and which provisions shall run with the Property and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

***** COPY *****
HAMILTON COUNTY RECORDER'S OFFICE
Doc # 67 - 20570 Type: MT
Filed: 02/11/1997 2:35:02 PM \$ 26.00
Std. Fee: 7272 1000 050 5 529

The Property is subject to the terms, conditions, restrictions, covenants and easements as are set forth in the Declaration, as amended.

2. Amendment.

2.1 Article I, Section 1 (e) of the Declaration, which sets forth the definition of Common Area and Community Facility, is amended to include the property and property rights described in Exhibit B hereto and all of such property shall be maintained by the Association as provided for in the Declaration.

3. Plat.

3.1 The landscape easement and landscape and signage easement areas identified as Areas A, B, and C on the subdivision plat are for the benefit of Declarant and the Association and Declarant and the Association shall have all necessary or appropriate rights of ingress and egress for the purposes of maintaining, repairing, replacing or constructing appropriate improvements within such easement areas. Easement Area B shall also contain a controlled-entry gate and the easement shall encompass all necessary or appropriate activities and facilities related to said gate including an easement for the installation, maintenance, repair, replacement and servicing of utilities related to the same.

3.2 There is a private drive and utility easement across portions of Lot 106, 107, 108, 131, and 132. The maintenance of this easement area shall be the same as any other Common Area as provided for in the Declaration. The utility easement referenced is confirmed by Declarant as being granted for the benefit of the Hamilton County, Ohio, the City of Loveland, Ohio, Cincinnati Gas & Electric Company, Cincinnati Bell Telephone Company, and Warner Communications, Inc. as utility providers for the Property.

3.3 Lots 107, 108, 131 and 132 show a 50 foot building setback line off of the private drive easement. This setback line is a depiction of the zoning requirements and does not constitute a separate private restriction.

3.4 The utility easements and the storm and sanitary sewer easements shown on the plat are confirmed as being granted in favor of the appropriate utility company or governmental entity, as the case may be. The entities include the Hamilton County, Ohio, the City of Loveland, Ohio, Cincinnati Gas & Electric Company, the Cincinnati Bell Telephone Company, Warner Communications, Inc.

4. Full Force and Effect.

Except as expressly amended by this Amendment, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, James P. Sullivan, Vice President and Treasurer of Winchester Investments-II, Inc., an Ohio corporation, has executed this Amendment on behalf of the corporation

as of the day and year first above written.

Signed and acknowledged
in the presence of:

WINCHESTER INVESTMENTS-II, INC.,
an Ohio corporation

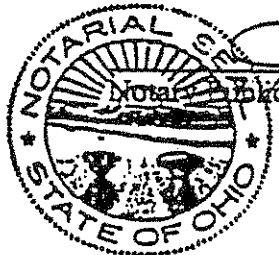
James E. Kiefer
Print Name: JAMES E. KIEFER

By: James P. Sullivan
James P. Sullivan
Vice President & Treasurer

Kenneth M. Ryeal
Print Name: KENNETH M. RYEAL

STATE OF OHIO, COUNTY OF HAMILTON, SS:

The foregoing Amendment was acknowledged before me this 6th day of FEBRUARY, 1997,
by James P. Sullivan, Vice President and Treasurer of Winchester Investments-II, Inc., an Ohio
corporation, on behalf of said corporation.



Gertlyn Y. Crull
GERTLYN Y. CRULL
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES APRIL 24, 2000

This instrument was prepared by:
Kevin R. Flynn, Esq.
Barron, Peck & Bennie
One West Fourth Street
Suite 1400
Cincinnati, Ohio 45202-3618

12C:\DATA\WPFILES\KRF\GREAT4-AMEND.SBF

EXHIBIT "A"

Legal Description

Situated in Section 19, Town 4, Entire Range 2, Symmes Township, Hamilton County, Ohio, and being all of Lots 100-113, 131 and 132, inclusive of Stonebridge Farms Subdivision, Part 2, Block C, as recorded in Plat Book 32.9, Page 83 & 84 of the Plat Records of Hamilton County, Ohio.

EXHIBIT "B"

Common Area for Stonebridge Farms

Common Area to be Maintained by Stonebridge Farms Community
Association, Inc.

1. All landscape plantings within the public right of way for Millstone Court.
2. All street name signage including pole and cross arms.
3. All gas street lights, including gas usage, maintenance and replacement.
4. Landscape and signage easement areas A, B and C.
5. Private driveway from Union Cemetery Road to Millstone Court across lots 108, 107, 131 and 132.
6. Privacy gate located on Lots 131 and 132.

148-131

**FOURTH AMENDMENT AND SUPPLEMENT TO
THE STONEBRIDGE FARMS DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS
AND RESERVATION OF EASEMENTS**

This Fourth Amendment and Supplement to the Stonebridge Farms Declaration of Covenants, Conditions, Restrictions and Reservation of Easements ("Amendment") is made as of the 6th day of FEBRUARY, 1997, by WINCHESTER INVESTMENTS-II, INC., an Ohio corporation ("Declarant") as follows:

WHEREAS, Declarant filed the Stonebridge Farms Declaration of Covenants, Conditions and Restrictions and Reservation of Easements on the 29th day of December, 1993, which Declaration is recorded in Official Record Book 6358, page 2873 of the Hamilton County, Ohio Records, which Declaration has been subsequently amended, the most recent such amendment being recorded in Official Record Book 6926, Page 1323 of the Hamilton County, Ohio Records (the "Declaration") to aid in the development of the property described therein ("Stonebridge Farms");

WHEREAS, Declarant is the owner of and intends to improve the real property described in Exhibit "A" hereto (the "Property") as a part of Stonebridge Farms by constructing various on and off-site improvements and either by itself or in conjunction with other builders, developing residential projects on the Property.

WHEREAS, Declarant desires to provide for the preservation of values and amenities in Stonebridge Farms and to provide for the improvement, expansion and maintenance of the Common Areas and Community Facilities as provided in Article IV, Section 2 of the Declaration and to this end, desires to add certain areas to the definition of Common Areas and Community Facilities and to subject the Property to the covenants, conditions, restrictions, easements, charges and liens set forth herein and in the Declaration, all of which are for the benefit of the Property and the current and subsequent owners thereof;

WHEREAS, the Declaration provides, in Article II, that Declarant can subject the Property to the terms and conditions of the Declaration; and

WHEREAS, the Declaration provides in Article X, that Declarant can amend the terms of the Declaration in order to further certain purposes.

NOW, THEREFORE, Declarant makes the following declaration:

1. **Subjection of Property.** Declarant declares that all of the Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration, as amended, which provisions are for the purpose of protecting the value and desirability of, and which provisions shall run with the Property and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

HAMILTON COUNTY RECORDER'S OFFICE
Doc #: 97 - 20579 Type: MT
Filed: 02/11/1997 2:38:02 PM \$ 26.00
Off. Rec.: 7272 1311 F B50 5 539

7272PC1311

The Property is subject to the terms, conditions, restrictions, covenants and easements as are set forth in the Declaration, as amended.

2. **Amendment.**

2.1 Article I, Section 1 (e) of the Declaration, which sets forth the definition of Common Area and Community Facility, is amended to include the property and property rights described in Exhibit B hereto and all of such property shall be maintained by the Association as provided for in the Declaration.

3. **Plat.**

3.1 The landscape easement and landscape and signage easement areas identified as Areas A, B, and C on the subdivision plat are for the benefit of Declarant and the Association and Declarant and the Association shall have all necessary or appropriate rights of ingress and egress for the purposes of maintaining, repairing, replacing or constructing appropriate improvements within such easement areas. Easement Area B shall also contain a controlled-entry gate and the easement shall encompass all necessary or appropriate activities and facilities related to said gate including an easement for the installation, maintenance, repair, replacement and servicing of utilities related to the same.

3.2 There is a private drive and utility easement across portions of Lot 106, 107, 108, 131, and 132. The maintenance of this easement area shall be the same as any other Common Area as provided for in the Declaration. The utility easement referenced is confirmed by Declarant as being granted for the benefit of the Hamilton County, Ohio, the City of Loveland, Ohio, Cincinnati Gas & Electric Company, Cincinnati Bell Telephone Company, and Warner Communications, Inc. as utility providers for the Property.

3.3 Lots 107, 108, 131 and 132 show a 50 foot building setback line off of the private drive easement. This setback line is a depiction of the zoning requirements and does not constitute a separate private restriction.

3.4 The utility easements and the storm and sanitary sewer easements shown on the plat are confirmed as being granted in favor of the appropriate utility company or governmental entity, as the case may be. The entities include the Hamilton County, Ohio, the City of Loveland, Ohio, Cincinnati Gas & Electric Company, the Cincinnati Bell Telephone Company, Warner Communications, Inc.

4. **Full Force and Effect.**

Except as expressly amended by this Amendment, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, James P. Sullivan, Vice President and Treasurer of Winchester Investments-II, Inc., an Ohio corporation, has executed this Amendment on behalf of the corporation

as of the day and year first above written.

Signed and acknowledged
in the presence of:

WINCHESTER INVESTMENTS-II, INC.,
an Ohio corporation

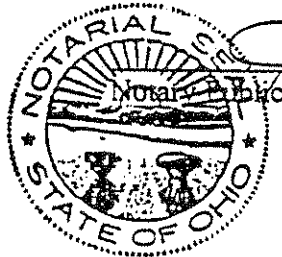
James E. Kieffer
Print Name: JAMES E. KIEFFER

By: James P. Sullivan
James P. Sullivan,
Vice President & Treasurer

Kenneth M. Reveal
Print Name: KENNETH M. REVEAL

STATE OF OHIO, COUNTY OF HAMILTON, SS:

The foregoing Amendment was acknowledged before me this 6th day of FEBRUARY, 1997
by James P. Sullivan, Vice President and Treasurer of Winchester Investments-II, Inc., an Ohio
corporation, on behalf of said corporation.



Gertilyn Y. Crull
GERTILYN Y. CRULL
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES APRIL 26, 2002

This instrument was prepared by:
Kevin R. Flynn, Esq.
Barron, Peck & Bennie
One West Fourth Street
Suite 1400
Cincinnati, Ohio 45202-3618

12C:\DATA\WPFILES\KRF\GREAT4-AMEND.SBF

EXHIBIT "A"**Legal Description**

Situated in Section 19, Town 4, Entire Range 2, Symmes Township, Hamilton County, Ohio, and being all of Lots 100-113, 131 and 132, inclusive of Stonebridge Farms Subdivision, Part 2, Block C, as recorded in Plat Book 329, Page 83+84 of the Plat Records of Hamilton County, Ohio.

EXHIBIT "B"**Common Area for Stonebridge Farms****Common Area to be Maintained by Stonebridge Farms Community Association, Inc.**

1. All landscape plantings within the public right of way for Millstone Court.
2. All street name signage including pole and cross arms.
3. All gas street lights, including gas usage, maintenance and replacement.
4. Landscape and signage easement areas A, B and C.
5. Private driveway from Union Cemetery Road to Millstone Court across lots 108, 107, 131 and 132.
6. Privacy gate located on Lots 131 and 132.

150/211

FIFTH AMENDMENT AND SUPPLEMENT TO
THE STONEBRIDGE FARMS DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS
AND RESERVATION OF EASEMENTS

REBECCA PREM GROPPE
HAMILTON COUNTY RECORDER
Doc # 99 - 63179 Type: MT
Filed: 03/26/1999 9:52:14 AM \$ 26.00
Off. Rec.: 7921 953 F B50 5 243

This Fifth Amendment and Supplement to the Stonebridge Farms Declaration of Covenants, Conditions, Restrictions and Reservation of Easements ("Amendment") is made as of the 22nd day of MARCH, 1999, by WINCHESTER INVESTMENTS-II, INC., an Ohio corporation ("Declarant") as follows:

WHEREAS, Declarant filed the Stonebridge Farms Declaration of Covenants, Conditions and Restrictions and Reservation of Easements on the 29th day of December, 1993, which Declaration is recorded in Official Record Book 6358, page 2873 of the Hamilton County, Ohio Records, which Declaration has been subsequently amended, the most recent such amendment being recorded in Official Record Book 7272, Page 1311 of the Hamilton County, Ohio Records (the "Declaration") to aid in the development of the property described therein ("Stonebridge Farms");

WHEREAS, Declarant is the owner of and intends to improve the real property described in Exhibit "A" hereto (the "Property") as a part of Stonebridge Farms by constructing various on and off-site improvements and either by itself or in conjunction with other builders, developing residential projects on the Property.

WHEREAS, Declarant desires to provide for the preservation of values and amenities in Stonebridge Farms and to provide for the improvement, expansion and maintenance of the Common Areas and Community Facilities as provided in Article IV, Section 2 of the Declaration and to this end, desires to add certain areas to the definition of Common Areas and Community Facilities and to subject the Property to the covenants, conditions, restrictions, easements, charges and liens set forth herein and in the Declaration, all of which are for the benefit of the Property and the current and subsequent owners thereof;

WHEREAS, the Declaration provides, in Article II, that Declarant can subject the Property to the terms and conditions of the Declaration; and

WHEREAS, the Declaration provides in Article X, that Declarant can amend the terms of the Declaration in order to further certain purposes.

NOW, THEREFORE, Declarant makes the following declaration:

1. **Subjection of Property.** Declarant declares that all of the Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration, as amended, which provisions are for the purpose of protecting the value and desirability of, and which provisions shall run with the Property and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

The Property is subject to the terms, conditions, restrictions, covenants and easements as are set forth in the Declaration, as amended.

2. Amendment.

2.1 Article I, Section 1 (e) of the Declaration, which sets forth the definition of Common Area and Community Facility, is amended to include the property and property rights described in Exhibit B hereto and all of such property shall be maintained by the Association as provided for in the Declaration.

3. Plat.

3.1 There is a private drive and utility easement across portions of Lots 86, 87, 88, 135, 136 and 137, which is for the benefit of the Owners of those Lots for ingress and egress to and from Stonemark Lane. The repair and maintenance of the private drive, including snow and ice removal, shall be the responsibility of the Owners of those Lots benefited by and using the private drive. The costs of such maintenance and repairs shall be borne equally by those Owners using the private drive when the costs are incurred. The Association shall not have any maintenance or repair responsibilities with regard to the private drive. The utility easement referenced is confirmed by Declarant as being granted for the benefit of the Hamilton County, Ohio, the City of Loveland, Ohio, Cincinnati Gas & Electric Company, Cincinnati Bell Telephone Company, and Warner Communications, Inc. as utility providers for the Property.

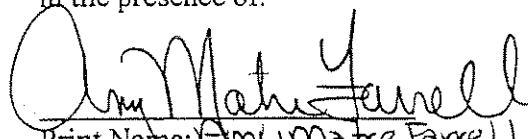
3.2 The utility easements, waterline easements and the storm and sanitary sewer easements shown on the plat are confirmed as being granted in favor of the appropriate utility company or governmental entity, as the case may be. The entities include, but are not limited to, the Hamilton County, Ohio, the City of Loveland, Ohio, Cincinnati Gas & Electric Company, the Cincinnati Bell Telephone Company, Warner Communications, Inc.

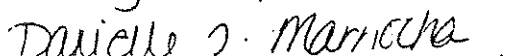
4. Full Force and Effect.

Except as expressly amended by this Amendment, the Declaration remains in full force and effect.

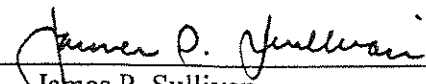
IN WITNESS WHEREOF, James P. Sullivan, Vice President and Treasurer of Winchester Investments-II, Inc., an Ohio corporation, has executed this Amendment on behalf of the corporation as of the day and year first above written.

Signed and acknowledged
in the presence of:


Print Name: Amy Marie Farrell


Print Name: DANIELLE T. MARVACH

WINCHESTER INVESTMENTS-II, INC.,
an Ohio corporation

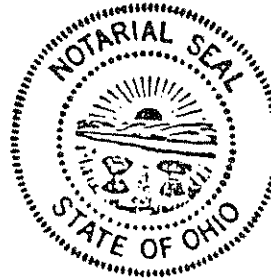
By: 
James P. Sullivan,
Vice President & Treasurer

CAOFFICEWPWTRWPDGCSADGR95800V002US-AMEND.SBF

STATE OF OHIO)
)
 COUNTY OF HAMILTON) SS:

The foregoing Amendment was acknowledged before me this 22nd day of March, 1999, by James P. Sullivan, Vice President and Treasurer of Winchester Investments-II, Inc., an Ohio corporation, on behalf of said corporation.

Danielle T. Marnocha
 Notary Public



DANIELLE T. MARNOCHA
 NOTARY PUBLIC, STATE OF OHIO
 MY COMMISSION EXPIRES JUNE 30, 2003

This instrument was prepared by:

Andrew D. Graf, Esq.
 Barron, Peck & Bennie
 One West Fourth Street
 Suite 1400
 Cincinnati, Ohio 45202-3618

C:\OFFICE\WPWIN\WPDOCS\ADG\95800\002\5-AMEND.SBF

EXHIBIT "A"

Legal Description

Situated in Section 19, Town 4, Entire Range 2, Symmes Township, Hamilton County, Ohio, and being all of Lots 84 - 91 and 135 - 137, inclusive of Stonebridge Farms Subdivision, Part 2, Block D, as recorded in Plat Book 344, Page 12-13 of the Plat Records of Hamilton County, Ohio.

7921 956

EXHIBIT "B"

Common Area for Stonebridge Farms

Common Area to be Maintained by Stonebridge Farms Community
Association, Inc.

1. All street name signage including pole and cross arms.
2. All gas street lights, including gas usage, maintenance and replacement.
3. All landscape plantings with the public right-of-way for Stonemark Lane.

151
277

SIXTH AMENDMENT AND SUPPLEMENT TO
THE STONEBRIDGE FARMS DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS
AND RESERVATION OF EASEMENTS

This Sixth Amendment and Supplement to the Stonebridge Farms Declaration of Covenants, Conditions, Restrictions and Reservation of Easements ("Amendment") is made as of the 23rd day of March, 2000, by WINCHESTER INVESTMENTS-II, INC., an Ohio corporation ("Declarant") as follows:

WHEREAS, Declarant filed the Stonebridge Farms Declaration of Covenants, Conditions and Restrictions and Reservation of Easements on the 29th day of December, 1993, which Declaration is recorded in Official Record Book 6358, page 2873 of the Hamilton County, Ohio Records, which Declaration has been subsequently amended, the most recent such amendment being recorded in Official Record Book 7921, Page 953 of the Hamilton County, Ohio Records (the "Declaration") to aid in the development of the property described therein ("Stonebridge Farms");

WHEREAS, Declarant is the owner of and intends to improve the real property described in Exhibit "A" hereto (the "Property") as a part of Stonebridge Farms by constructing various on and off-site improvements and either by itself or in conjunction with other builders, developing residential projects on the Property.

WHEREAS, Declarant desires to provide for the preservation of values and amenities in Stonebridge Farms and to provide for the improvement, expansion and maintenance of the Common Areas and Community Facilities as provided in Article IV, Section 2 of the Declaration and to this end, desires to add certain areas to the definition of Common Areas and Community Facilities and to subject the Property to the covenants, conditions, restrictions, easements, charges and liens set forth herein and in the Declaration, all of which are for the benefit of the Property and the current and subsequent owners thereof;

WHEREAS, the Declaration provides, in Article II, that Declarant can subject the Property to the terms and conditions of the Declaration; and

WHEREAS, the Declaration provides in Article X, that Declarant can amend the terms of the Declaration in order to further certain purposes.

NOW, THEREFORE, Declarant makes the following declaration:

1. **Subjection of Property.** Declarant declares that all of the Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration, as amended, which provisions are for the purpose of protecting the value and desirability of, and which provisions shall run with the Property and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

The Property is subject to the terms, conditions, restrictions, covenants and easements as are set forth in the Declaration, as amended.

2. **Amendment.**

2.1 Article I, Section 1 (e) of the Declaration, which sets forth the definition of Common Area and Community Facility, is amended to include the property and property rights described in Exhibit B hereto and all of such property shall be maintained by the Association as provided for in the Declaration.

REBECCA PREM GROPPE
HAMILTON COUNTY RECORDER
Doc #: 0 - 47994 Type: HT
Filed: 03/28/2000 2:22:29 PM \$ 26.00
Off. Rec.: 8230 2003 F B50 5 610

8230 2003

3. Plat.

3.1 There are private drainage easements across portions of Lots 49, 50, 51, 55, 56, 58, 59, 61, 62, 63, 64, 65, 66, 68, 69, 70 and 71. These easement areas shall be maintained continuously by the legal owner of said lot, and each such lot shall be subject to the restrictions pertaining to the private drainage easements as set forth on the Plat of Subdivision for Stonebridge Farms, Part 2, Block E (the "Plat").

3.2 There are private sanitary sewer easements across portions of Lots 48, 49, 54 and 55. These easement areas shall be maintained continuously by the legal owner of said lot.

3.3 There is a private storm sewer easement across portions of Lot 50. This easement area shall be maintained continuously by the legal owner of said lot, and said lot shall be subject to the restrictions pertaining to the private storm sewer easement as set forth on the Plat.

3.4 The utility easements and the storm and sanitary sewer easements shown on the plat are confirmed as being granted in favor of the appropriate utility company or governmental entity, as the case may be. The entities include Hamilton County, Ohio, Cincinnati Water Works, Cincinnati Gas & Electric Co., the Cincinnati Bell Telephone Company, Warner Communications, Inc.

4. Full Force and Effect.

Except as expressly amended by this Amendment, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, James P. Sullivan, Vice President and Treasurer of Winchester Investments-II, Inc., an Ohio corporation, has executed this Amendment on behalf of the corporation as of the day and year first above written.

Signed and acknowledged
in the presence of:

WINCHESTER INVESTMENTS-II, INC.,
an Ohio corporation

By: James P. Sullivan
James P. Sullivan, Vice President & Treasurer

James E. Kiefer
Print Name: JAMES E. KIEFER

Danielle Marnocha
Print Name: DANIELLE MARNOCHA

STATE OF OHIO, COUNTY OF HAMILTON, SS:

The foregoing Amendment was acknowledged before me this 23rd day of march, 2000, by James P. Sullivan, Vice President and Treasurer of Winchester Investments-II, Inc., an Ohio corporation, on behalf of said corporation.

Danielle Marnocha
Notary Public

This instrument was prepared by:
Daniel M. Bennie, Esq.
Barron, Peck & Bennie
One West Fourth Street
Suite 1400
Cincinnati, Ohio 45202-3618

DANIELLE T. MARNOCHA
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JUNE 30, 2003

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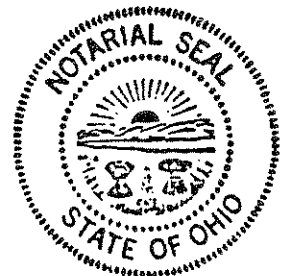


EXHIBIT "A"

Legal Description

Situated in Section 19, Town 4, Entire Range 2, Symmes Township, Hamilton County, Ohio, and being all of Lots 44-72, inclusive of Stonebridge Farms Subdivision, Part 2, Block E, as recorded in Plat Book 351, Pages 66 and 67 of the Plat Records of Hamilton County, Ohio.

620-70-9

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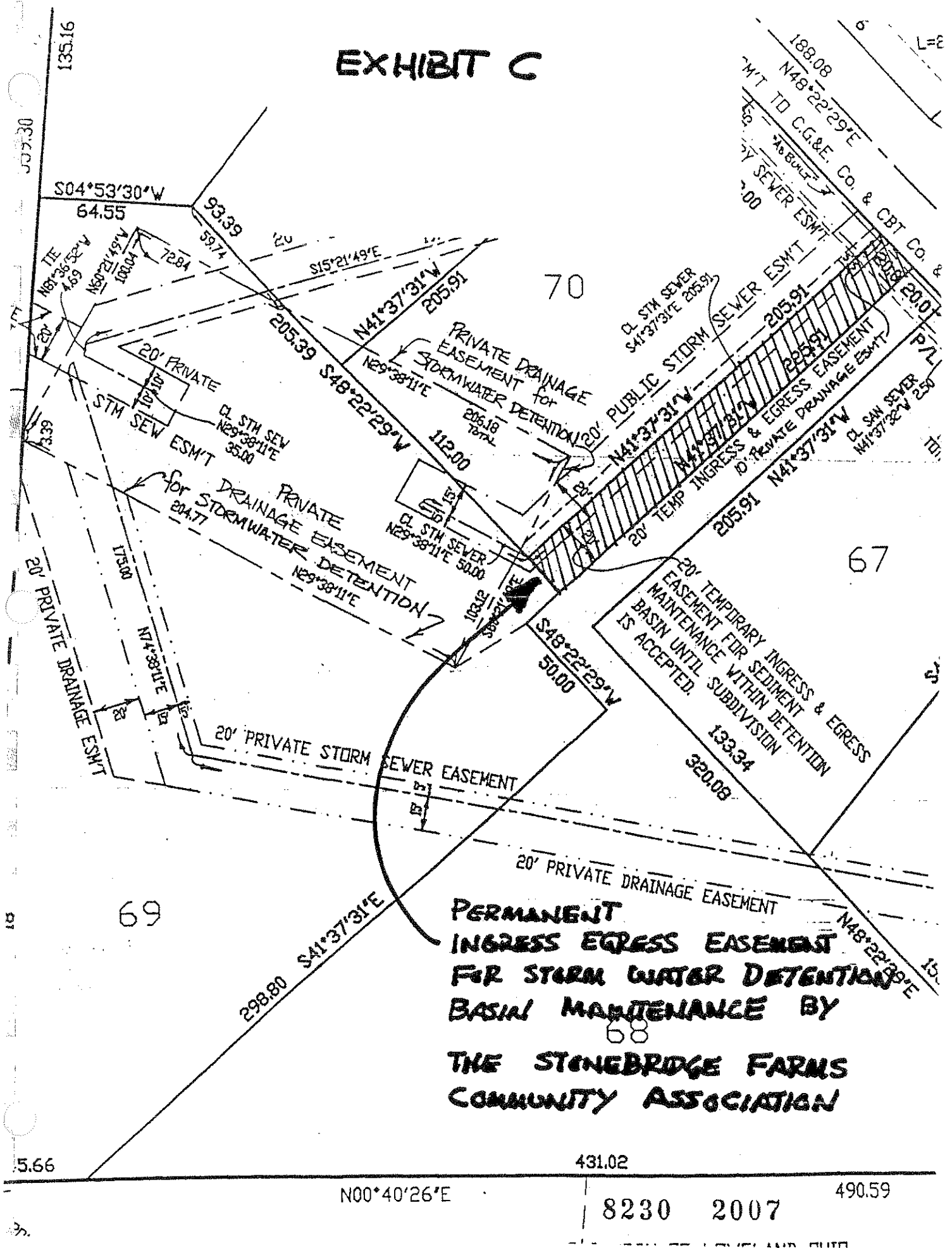
EXHIBIT "B"

Common Area for Stonebridge Farms

Common Area to be Maintained by Stonebridge Farms Community
Association, Inc.

1. All street name signage including pole and cross arms.
2. All gas lights, including gas usage, maintenance and replacement.
3. Any future driveway located within the ingress/egress limits as indicated on attached Exhibit C which is utilized for storm water detention basin maintenance by the Association.
4. The storm water detention facility located on Lots 69,70, and 71.

EXHIBIT C



INTRODUCTION
Design Review Guidelines
The Estates of Stonebridge Farms

Stonebridge Farms is a beautifully wooded 89-acre community located in Symmes Township. The natural beauty of the land in this location combined with top notch land planning and landscaping will establish Stonebridge Farm as one of Cincinnati's premier new home communities.

Great care has been taken in the planning, design and construction phases of the community to ensure that Stonebridge Farm's natural beauty and value is retained and enhanced over the years to come. To this end, the housing designs will be closely reviewed to create homes in Stonebridge Farms that are indeed special and aesthetically pleasing.

The following guidelines are applicable to those Lots located in The Estates of Stonebridge Farms.

DESIGN REVIEW PROCESS

CONCEPT

To accomplish the Design Review Committee's goal of architectural integrity and balance with the existing environment, all building designs, site plans, landscaping plans and color combinations must be considered and approved by this group prior to construction.

Neither the Design Review Committee, nor the design criteria that it will utilize, seek to make judgments as to what is beautiful or not beautiful. The objective is not to discourage creativity nor infringe upon the freedom of individual expression. Indeed, design creativity is not only welcomed but encouraged.

The Design Review Committee and design criteria seek only to coordinate the many directions of all residents, to create harmony with the natural environment, and to protect the mutual interests and individual investments of all Stonebridge Farm residents.

DESIGN REVIEW COMMITTEE

The Stonebridge Farm Design Review Committee (the "Committee") currently consists of three (3) members. The Committee may consist of three (3) to five (5) members who must be Architects, Planners, Engineers or Developers by profession. The Developer shall appoint the Committee's members until the Development Period has expired.

The Board will review plans at the schematic design stage and at the completion of working drawings.

The address for the office of the Committee is the office of the Developer. Meetings of the Design Review Committee shall be on an as needed basis. The Committee shall exercise diligence in acting upon building plans promptly so as not to delay planning, design or construction progress.

Plans will be reviewed according to the guidelines hereinafter included. No construction, tree removal, or site alteration shall commence on any lot without the written approval of the Design Review Committee. No exterior alteration or addition, including exterior staining involving a color change shall commence without written approval of the Design Review Committee.

The basis for approvals shall be the approved plans as submitted and on record. Proposed changes in plans following approvals must be resubmitted in writing to the Design Review Committee.

The Committee Chairperson shall have the authority to determine if such change is sufficiently minor as to be inconsequential to the character and quality of the development, in which case the Chairperson may approved the change without full Committee review and approval. The developer may, in accordance with the Declaration, replace any existing members of the Design Review Committee or appoint additional Design Review Committee members.

PRELIMINARY PLANS

Prior to commencing preparation of working drawings (final engineering and architectural), the builder or homeowner shall submit to the Design Review Committee preliminary plans to assure conceptual acceptability; two copies of the plans shall be submitted to the office of the Homeowners Association. Preliminary plans shall include:

1. A site development plan showing proposed building location, and driveway location, any proposed change in existing topography, existing trees of 4" or greater in caliper and proposed retaining walls;
2. Sketches of building elevations showing exterior appearance of all sides;
3. Sketch of building floor plan.

The Design Review Committee will review the sketch plans and promptly return them to the builder or homeowner with comments, enabling the builder or homeowner to proceed with detail design and preparation of final working drawings.

FINAL APPROVAL

Prior to commencement of any construction activity, two copies of complete site development and building plans to scale shall be submitted to the Design Review Committee. These plans must include:

1. Grading plan showing finished contours and conforming to the approved subdivision drainage plans;
2. Existing environment features (e.g. ravines, creeks, significant tree stands, and the like);
3. Proposed building pad with dimensions and type of surface materials;
4. Proposed retaining walls;
5. Driveway location with dimensions and type of surface materials;
6. Complete architectural plans and specifications including structural details, floor plans, decks or balconies and elevations clearly depicting the design and exterior appearance including types of materials, color trim and detail for each side of the structure;
7. Landscape plan.

SITE INSPECTIONS

The Design Review Committee shall have the right to enter upon and inspect any property at any time before, during and upon the completion of work for which approval is necessary. Upon completion of construction, the builder or property owner shall provide the Design Review Committee a final "as built" survey and a copy of the certificate of occupancy; if applicable. If the improvements to include landscaping are considered substantially complete and no expansion affecting adjacent areas has occurred then the Performance and Erosion Control Deposit (PECD)* will be released. If improvements are not satisfactorily made, then the PECD shall be used to complete said improvements.

Builder and Property Owners are forewarned that the Declaration provides for the remedy or removal of any non-complying improvements. The cost of the remedy or removal shall be borne by the Builder and/or the Property Owner.

*See Performace Deposit

BUILDING SETBACKS

The Design Review Committee has provided setback requirements to insure that the community will be pleasing in appearance from views not only from the street but also from the entrance and common areas. Each Architect and Designer should carefully consider the natural characteristics of the site and work within the review process to achieve the long-term aesthetic goals of the community.

INTERIOR HOMESITE*

Front:	50'
Side:	15'
Rear:	35'

CORNER HOMESITE*

2 Front:	50' each
Side:	15'
Rear:	35'

*Minimum lot width at building line is 100'. All setback dimensions are from right-of-way.

The Design Review Committee will review and may modify a site plan due to unique site characteristics that dictate such change to preserve the aesthetic integrity of the particular site or the community as a whole.

"Outdoor" elements of the house which are attached to the home, (such as decks, porches, wing walls and such) are considered to be part of the house proper and will not be allowed to encroach into side or rear yard setbacks, except as variations in the case of unique site characteristics, which the Committee may consider on a case-by-case basis. Patios, driveways, walks, etc., may usually encroach into setback areas.

EXTERIOR MATERIALS

The exterior of each residence should be consistent with the high quality of the overall community. To this end it is required that all exterior finish materials be consistently applied to all sides of the building. Recommended materials include brick, stone, stucco, Dryvit or wood. Aluminum siding may not be used. High quality vinyl siding may be used if it is installed with full trim detail and if the Committee gives its prior written approval as to the quality of siding used.

The composition of all pitched roofs is to be cedar shake shingles, slate or dimensional asphalt type. Other varieties of high quality shingles having a dimensional appearance may be used upon the Committee's prior written approval.

Any exposed portion of a chimney must be constructed solely of brick, stone, stucco or wood unless the Committee has pre-approved the use of high quality vinyl siding, in which case the pre-approved high quality vinyl siding may be used. If the firebox is a prefabricated metal type with a metal spark arrestor, this arrestor must have a cowl or surround of a material approved in advance by the Committee.

The garage doors of each home should have a side or rear entry type access unless the Design Review Committee grants an exception where the size or shape of the homesite requires a frontal approach to the garage.

All exterior mechanical equipment including, but not limited to, transformers, vents, air conditioning compressors, pool pumps, meters, etc. must be concealed from view by walls of the same material and color as the home or by an opaque landscaping screen. No antennae of any kind shall be erected, used or maintained where they are visible from the street or an adjoining property.

WALLS AND FENCES

Walls and fences should be considered as an extension of the architecture of the residence. They shall serve to make a transition between the mass of the architecture and natural forms of the site.

All walls and fences should be designed to be compatible with the total surrounding environment and should not block natural views. Fences, walls and hedges should be considered as design elements to enclose and define courtyards, to extend and relate the building forms to the landscape, as well as to assure security and privacy elements. Walls and fences will not be allowed to serve as perimeter fencing. If the homeowner desires some screening of his boundary, he shall use natural bushes or shrubs.

All walls and fences must be approved by the Committee prior to their installation. It is recommended that walls be made of solid masonry or ornamental wrought iron with columns. Prefab wood fencing or chain link will not be permitted within the community. Maximum height for walls and fences is 6' and must be installed in compliance with Hamilton County Zoning Code.

The Committee will review requests for height increases and material usage variance on a case-by-case basis.

Retaining walls which attach to the residence should utilize the same materials that the wall comes in contact with. All retaining walls built anywhere on the lot should be made from stone, brick, landscape ties or other approved materials. Final design and materials must be approved by the Committee.

MAILBOXES

The Design Review Committee will require the installation of a mailbox prior to its final site inspection and release of the Performance and Erosion Control Deposit (PECD). The mailbox will be of similar design throughout the community. A vendor for the acquisition of the mailbox will be provided by the Design Review Committee. The payment for the mailbox and its installation will be the responsibility of the property owner.

EXTERIOR LIGHTING

As with all exterior design work, lighting should be used to enhance the overall design concept of the home in an aesthetically pleasing manner. Exterior pool and landscape lighting must not infringe upon adjacent neighbors; therefore, glare shields are requested to eliminate bright spots and glare sources. Exterior lighting should utilize low-voltage or similar non-glare direct task type fixtures and they should be as close to grade as possible. As no bare light bulbs are permitted to be shown, these shields also help in bulb concealment. All lighting conduit and fixtures must be as inconspicuous as possible, especially by day if lights are above grade level. Exterior lighting must meet National and Local codes and must be approved by the Architectural Review Committee prior to installation.

POOLS AND TENNIS COURTS

The construction of swimming pools and tennis courts is permissible; however, their location, design and use of materials must be approved by the Design Review Committee. In addition to the restrictions of the Committee, builders and property owners are subject to the requirements of the local building authorities.

HEIGHT AND SIZE RESTRICTIONS

The height of any dwelling unit shall not exceed 35', measured from the main entry floor level to the highest roof ridge. More stringent restrictions may be imposed on given homesites where it is deemed necessary by the Design Review Committee to protect the aesthetic integrity of the community.

There are no minimum or maximum square foot sizes for the homes in Stonebridge Farms. Each home will be evaluated based on its individual impact on the homesite, the homes in close proximity and the community as a whole.

LANDSCAPING

VACANT HOMESITES

Some property owners may not elect to start their home for up to two years after the purchase of the homesite. In this instance, the property owner will be responsible for the periodic maintenance of the homesite. No stocking of material, firewood or temporary shelters will be permitted on any vacant homesite without prior approval by the Design Review Committee. The Homeowners Association will maintain the site for a fee that will be established based on the amount of maintenance required.

NATURAL FEATURES

Throughout Stonebridge Farms many fine mature trees exist. Many are located in prominent view from our streets and road, giving them special significance. The community has taken a positive step toward the recognition and protection of such trees by requiring approval by the Design Review Committee to remove any tree, on any building lot, with a trunk diameter over four (4) inches at four (4) feet above natural grade.

In addition to the already established vegetation many other plant types will be acceptable for use within the community. The Design Review Committee will take into consideration all elements of the individual landscape plan and plan materials selected during the approval process.

Fundamental to the design criteria is the need for gardens and lawns to harmonize with the native terrain and natural beauty of the community. Owners will be encouraged by the committee to landscape their homesites with plan material which is indigenous to the existing area.

GRADING AND EXCAVATING

The design and development concepts of the Community call for the maintenance of the existing grades in as much of the original condition as possible. The Committee is particularly conscious of the site utilization and desires not to disrupt the natural terrain in most cases. The Design [Review Committee is keenly aware that, whenever possible, structures should be designed around the specific homesite. It is important to remember that the beauty of our development is the land and its natural features and that the architecture should compliment and enhance rather than compete with or destroy its beauty.

In order to help insure compliance with this philosophy, as part of the final design submittal, a grading plan will be required. This plan must conform to the approved subdivision drainage plan. Grading approval must be obtained from the Committee before earth is moved or removed from a specific homesite. Absolutely not grading whatsoever shall be permitted without first obtaining this authorization.

All grading reviews shall be subject to the jurisdiction of the Committee and shall be considered individually for each lot. Recommendations or demands will be based upon individual homesite

locations, terrain, soil conditions, drainage, cuts and fills, and whatever other conditions the committee feels impact upon the site grading design.

LANDSCAPING PLAN

A strong emphasis is placed on landscaping in the architectural review process. Quality landscaping is important to both the appearance of each individual home and the overall continuity of the community.

To insure the overall beauty of the community is preserved and enhanced, the Design Review Committee has the authority to approve or disapprove landscaping plans for individual residences. It is for these reasons that the Committee requests a landscaping plan to be submitted with the site plan. For corner lots the Design Review Committee will require the side and rear yards to be landscaped.

Stonebridge Farms has been designed utilizing the natural elements as much as possible. Various hardwoods and other trees are prolific within the community and it is the intent of the Design Review Committee to maintain this landscape integrity.

The determining factor of good landscape design should always be the architectural and location of the residence. The Design Review Committee will take into account the various relationships between the home, the site, adjacent homes and views, in making decisions regarding specific landscape plans.

Landscape plans should be fully detailed and accurately drawn to an appropriate scale on a full-sized site plan. The plans should show contours and elevations clearly, as well as drainage provisions, and all pertinent site and architectural information including an accurate outline of the building with doors, windows, stoops, decks and other features accurately located and drawn. The particulars of outdoor surfaces such as walks, decks, patios, driveways, courtyards, etc. should also be specified. If spas or retaining or head walls are to be installed, architectural drawings of installations should be provided with an articulation of the materials to be used.

PERFORMANCE DEPOSIT

A Performance and Erosion Control Deposit (PECD) must be submitted to the Design Review Committee prior to approval of any permanent improvement. This deposit will ensure that all homes in the community receive a minimum landscape package and will also serve to repair any damages to community property or site cleanings that were directed by the Design Review Committee. The full amount of the deposit is refundable, less any justifiable expenses, within thirty (30) days of the final site inspection so long as no significant discrepancies are discovered at this time. Any discrepancies identified at the final inspection will cause the return of the deposit to be delayed until such time as the discrepancies are remedied.

GENERAL COMMUNITY STANDARDS

TEMPORARY IMPROVEMENTS

No temporary building or structure shall be permitted except for those trailers, barricades, trash receptacles or portable toilets that may be approved or required by the Design Review Committee.

The existence of these structures will only be during the construction of a permanent improvement and will be approved or required on a case-by-case basis by the Committee.

REFUSE AND STORAGE AREAS

Garbage and refuse shall be placed in containers and shall be capped or contained in such a manner that they are inaccessible to animals. These containers shall be concealed within buildings or screened by landscaping to an extent that they are not visible from the street or adjoining homesites.

SITE CLEANLINESS

All sites must be kept free of any loose debris and other nonindigenous materials. During the construction process, the builder will be required to maintain a trash receptacle sufficient in size to contain all debris from the project. This receptacle must be emptied on a frequency that avoids the receptacle from becoming overloaded to the point that the debris projects above the top rim of the receptacle.

During the construction process it is critical that all loose debris be contained on a daily basis and that no debris is allowed to blow into adjacent homesites.

SIGNS

The installation of any signs is strictly prohibited except for those generic community signs that benefit the Developer or approved builders. This prohibition includes signs by subcontractors, realtors, lenders, etc.

REMODELING AND ADDITIONS

It is required that all plans for remodeling or additions that alter the exterior appearance of any permanent structure or homesite be approved by the Design Review Committee. All of the requirements and guidelines set forth in this document apply to these types of improvements.

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