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BK: 2107 PG: 1728

**AMENDED AND RESTATED**

**DECLARATION OF COVENANTS**

**AND RESTRICTIONS**

**FOR**

**THE FAIRWAYS AT O'BANNON CREEK**

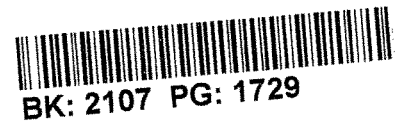
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Filed for Record in  
CLERMONT COUNTY, OH  
CAROLYN GREEN  
02-07-2008 At 01:10 pm.  
DECLAR 1060.00  
DR Book 2107 Page 1728 - 1858

**WHEREAS,** The Fairways at O'Bannon Creek Homeowners Association is an Ohio non-profit corporation organized to administer the terms of various Declarations of Covenants recorded in Clermont County, Ohio, and its members are comprised of owners of lots within The Fairways at O'Bannon Creek;

**WHEREAS,** this Amended and Restated Declaration of Covenants and Restrictions for The Fairways at O'Bannon Creek ("Amended and Restated Declaration") is binding upon the properties described in Exhibit A;

**WHEREAS,** (i) more than 75% of the owners of Lots within Section 1, Block A of The Fairways at O'Bannon Creek as recorded in Plat Cabinet 5, pages 177 – 179, the Declaration of Covenants and Restrictions for which is recorded in Official Record Book 530, page 196, both of the Clermont County, Ohio Records, desire to amend that Declaration of Covenants, as evidenced by their signatures on a written instrument attached hereto as Exhibit B;

(ii) more than 75% of the owners of lots within Section 1, Block B of The Fairways at O'Bannon Creek as recorded in Plat Cabinet 6, pages 232 & 233, the Declaration of Covenants and Conditions for which is recorded in Official Record Book 866, page 346, both of the Clermont County, Ohio Records, desire to amend that Declaration of Covenants, as evidenced by their signatures on a written instrument attached hereto as Exhibit C;



(iii) more than 75% of the owners of lots within Section 2 of The Fairways at O'Bannon Creek as recorded in Plat Cabinet 6, pages 228 – 230, the Declaration of Covenants and Conditions for which is recorded in Official Record Book 866, page 339, both of the Clermont County, Ohio Records, desire to amend that Declaration of Covenants, as evidenced by their signatures on a written instrument attached hereto as Exhibit D;

(iv) certain owners within Section 3 of The Fairways at O'Bannon Creek Section 3 Subdivision, as recorded in Plat Cabinet 9, pages 3 and 4 of the Clermont County, Ohio Recorder desire to subject their properties to the terms and conditions of this Amended and Restated Declaration, as evidenced by their signatures on a written instrument attached hereto as Exhibit E;

(v) more than 75% of the owners of lots within Section 4 of The Fairways at O'Bannon Creek as recorded in Plat Cabinet 10, pages 348 – 350, the Declaration of Covenants and Conditions for which is recorded in Official Record Book 1543, page 640, both of the Clermont County, Ohio Records, desire to amend that Declaration of Covenants, as evidenced by their signatures on a written instrument attached hereto as Exhibit F;

(vi) Certain owners of Lots 151, 152 and 154 of Fairways at O'Bannon Creek Section 5 Subdivision as recorded in Plat Book 12, pages 344 – 347 of the Clermont County, Ohio Records, desire to subject their properties to the terms and conditions of this Amended and Restated Declaration, as evidenced by their signatures on a written instrument attached hereto as Exhibit G;

**NOW THEREFORE**, the Declarations for all Sections are amended and restated, or instituted, as the case may be, by this Amended and Restated Declaration of Covenants and Restrictions for all sections and blocks of The Fairways at O'Bannon Creek Subdivision. All sections of The Fairways



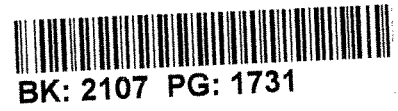
at O'Bannon Creek shall be referred to herein as the "Subdivision." It is the goal of this document to provide a unified system of covenants and restrictions for the Subdivision.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby establish this Declaration of Covenants and Restrictions for the Subdivision. These covenants, conditions, and restrictions are for the benefit of each owner of land in the Subdivision, or any interest therein, and shall inure to the benefit of and bind each of the successors in interest to the present owner thereof. All of the covenants, conditions, and restrictions are imposed upon each of the single-family building lots within the Subdivision and are to be construed as restrictive covenants running with the title to such lots, and with each and every parcel thereof or interest therein.

1. **Single Family Residence.** All lots shall be used for single family residence purposes. No lot, or the improvements thereon, shall be used to provide shelter on a temporary, semi-permanent, or permanent basis, to more than three persons unrelated to each other by blood, marriage, or legal adoption. The word "family" as used herein means a person or a group of persons living as a single housekeeping unit.

2. **Building and Structures.**

(a) No building or structure shall be erected, placed, or permitted to remain upon any lot except one single-family residence. The word "structure" or "building" means any thing or object, the placement of which upon any lot may affect the appearance of such lot including, without limitation, any garage, shed, barn, greenhouse, satellite dish, free-standing antenna, coop, cage, house trailer, or any other improvement on such lot. The word "structure" or "building" does not include covered or uncovered patios, basketball poles, swing sets, swimming pools which are not more than one foot above ground level, bath houses, walls,



fences, driveways, and walkways.

- (b) A garage must be attached to a single-family residence.
- (c) Fences and walls are restricted under Paragraph 6 below.

3. **Animals and Pets.** No animals of any kind shall be kept or maintained on any lot, except household pets, such as dogs and cats, and any such household pets which are not to be in violation of Paragraph 8 below pertaining to prohibited activities.

4. **Signs.** No sign, billboard, or advertisement of any kind shall be displayed on or about any lot to public view except for signs advertising the property for sale or rent.

5. **Approval of Plans.**

(a) No building or structure of any kind shall be constructed, erected, placed, moved onto, or permitted to remain upon any lot unless and until plans and specifications for any such building or structure have been submitted to and approved in writing by the Homeowners' Association.

(b) Plans and specifications shall be in such form and contain such detailed information as the Homeowners' Association may require. In all cases, plans and specifications shall include a site plan showing the location of all proposed and existing buildings or structures on the lot, exterior elevations for the proposed buildings or structures, specifications of materials, color schemes, and other details affecting the exterior appearance of the proposed building or structure, and description of the plans or provisions for landscaping and grading.

(c) Approval of such plans and specifications shall be evidenced by written endorsement on such plans and specifications, a copy of which shall be delivered to Homeowners' Association prior to the beginning of such construction. No changes or deviations

in or from such plans and specifications as approved shall be made without the prior written consent of the Homeowners' Association. The Homeowners' Association shall not be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications.

(d) Approval of such plans and specifications shall not be unreasonably withheld by the Homeowners' Association. However, no failure to approve the plans and specifications, nor any failure to act upon the submission of such plans or specifications, shall be deemed a waiver or estop the Homeowners' Association from objecting at a later time to such plans and specifications.

6. **Fences and Walls.** Construction of fences and walls is prohibited on any lot until plans and specifications are approved as set forth in Paragraph 5 herein. At no time will the Homeowners' Association approve any fence or wall which exceeds four (4) feet in height (excepting any retaining wall required by written opinion of a civil engineer to conform to the natural terrain of the area); or any fence of the chain link variety; or any fence extending past the rear plane of any residence, as such plane is determined by the Homeowners' Association.

7. **Parking of Trucks and Other Vehicles.** No (a) trucks, boats, trailers, campers, mobile homes, buses or non-passenger vans, or (b) cars which are not operational or are unlicensed shall be permitted to be parked upon any lot or in front of any lot, except any of such vehicles may be stored or parked in an enclosed garage. It is further provided that any vehicles being used for the purpose of construction, delivery, or repair work upon any lot shall be temporarily permitted to park on or in front of any lot.

8. **Prohibited Matters.** Except as otherwise provided herein, no industry, business, trade, occupation, profession, or commercial activity of any kind, whether for profit or



non-profit purposes, shall be conducted, maintained, or permitted on any lot, except for activities concerning Fairways at O'Bannon Creek Homeowners' Association. Further, no lot shall be used, under any circumstances, as a "boarding house," "group home", or "lodging house."

Boarding house, group home, and lodging house are defined to include in their meanings the temporary, semi-permanent, or permanent housing of any group of more than three (3) persons unrelated by blood, marriage, or legal adoption.

9. **Homeowners' Association.** Each lot owner of the Subdivision shall be a member of The Fairways at O'Bannon Creek Homeowners' Association (the "Homeowners' Association") and such membership shall be appurtenant to and not be separated from the ownership of the Lot.

The Homeowners' Association is a non-profit organization, organized under the laws of the State of Ohio, and each lot owner shall be subject to and abide by the Articles of Incorporation and the Code of Regulations of the Homeowners' Association.

The Homeowners' Association shall assess and collect fees from the owners of lots within the Subdivision pursuant the Articles of Incorporation and Regulations of the Homeowners' Association. Such assessments and fees shall only be assessed against owners of lots living in single-family homes on lots in the Subdivision. The assessments shall be determined by the Homeowners' Association and shall be sufficient to pay for all of the costs and expenses of the Homeowners' Association.

Any assessment made by the Homeowners' Association shall be a lien upon the estate or interest of any lot owner (including improvements thereon), if such assessment remains unpaid for thirty (30) days after it becomes due and payable, from the time a certificate therefore, subscribed by a member of the Board of Trustees or an officer of the Homeowners' Association, is filed with the



Recorder of Clermont County, Ohio, pursuant to the authorization given by the Board of Trustees. Such certificate shall contain a description of the lot, the name or names of the lot owner(s) and the amount of such unpaid portion of the dues and late charges accrued as of the date of the certificate. Such lien shall remain valid for a period of five (5) years from the time of the filing thereof, unless sooner released or satisfied in the same manner allowed by law for the release and satisfaction of mortgages in real property or discharged by the final judgment or order of a court of competent jurisdiction in any action brought to discharge such lien. In addition, each lot owner shall be personally liable for all dues levied against him by the Homeowners' Association while he is a lot owner.

10. **Amendment of Declaration.** Notwithstanding anything else contained in this Declaration to the contrary, this Declaration may be terminated or amended at any time, as to any or all of the covenants, conditions, or restrictions, upon the execution of a written instrument, by the owners of seventy-five percent (75%) of the lots in the Subdivision. The instrument containing such termination or amendment shall be duly recorded in the records of Clermont County, Ohio.

All of the foregoing covenants, conditions, and restrictions shall continue and remain in full force and effect at all times as against the owner of any lot within the Subdivision, regardless of how title was acquired, until twenty-five (25) years from the date this Declaration is recorded, on which date these covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years unless on or before the end of one of such extension periods, the owners of 75% of the lots in the Subdivision shall by written instrument duly recorded declare an amendment or termination of any or all of these covenants, conditions, or restrictions.

These covenants, conditions, and restrictions shall be covenants running with the land and the breach of any of them or the continuance of any such breach by any lot or owner of any lot or lots may be enjoined or remedied by appropriate proceedings at law or equity by the owner of another lot in the Subdivision or by the Homeowners' Association, but by no other person. If the Homeowners' Association employs counsel to enforce any of the foregoing covenants, conditions, or restrictions by reason of such breach, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the owner of such lot or lots.

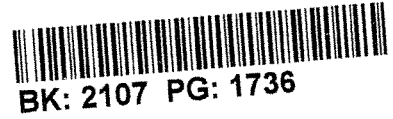
No delay or omission on the part of the Homeowners' Association or the owners of other lots in the Subdivision in exercising any rights, power, or remedy herein provided in the event of any breach of the covenants, conditions, or restrictions herein contained shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Homeowners' Association for or on account of its failure to bring any action on account of any breach of these covenants, conditions, or restrictions, or for imposing restrictions herein which may be unenforceable by the Homeowners' Association.

If any one or more of the foregoing covenants, conditions, or restrictions shall be declared to be null and void for any reason by a court of competent jurisdiction, such judgment or decree shall not in any manner whatsoever affect any of the covenants, conditions, and restrictions not so declared to be void, but all of the remaining covenants, conditions, and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

In witness whereof, the President of The Fairways at O'Bannon Creek Homeowners Association, Inc., an Ohio non-profit corporation, executes this document and affirms that the



signatures attached as Exhibits B-G represent the requisite consents and/or submission of property to this Amended and Restated Declaration.



**THE FAIRWAYS AT O'BANNON CREEK  
HOMEOWNERS ASSOCIATION, INC.  
An Ohio non-profit corporation**

William A. Davis 12/12/07  
By: **William A. Davis**  
Its: President

**STATE OF OHIO**  
*HAMILTON*SS:  
**COUNTY OF CLERMONT**

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of December, 2007, by William A. Davis, President of The Fairways at O'Bannon Creek Homeowners Association, an Ohio non-profit corporation, on behalf of the corporation.

Kathleen Susan Welch  
Notary Public

**KATHLEEN SUSAN WELCH  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 08-19-11**

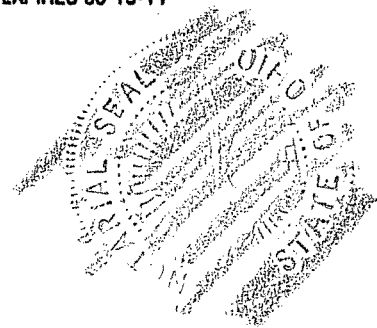


Exhibit A  
Legal Description



Situate in Griffin's Military Survey No. 519, Goshen Township, Clermont County, Ohio, and being more particularly described as follows:

Being all of Lots 1, 2, 3, 103-108, 121-129, and 132-151, inclusive, of the Fairways at O'Bannon Creek Subdivision, Section One, Block A, as recorded in Plat Cabinet 5, Page 177 and Plat Cabinet 6, Page 108 of the Clermont County, Ohio Plat Records.

Being all of Lots 109-120, inclusive, of The Fairways at O'Bannon Creek Subdivision, Section 1, Block B, as recorded in Plat Cabinet 6, Pages 232 and 233 of the Clermont County, Ohio Plat Records.

Being all of Lots 4-41, inclusive, of the Fairways at O'Bannon Creek Subdivision, Section 2, as recorded in Plat Cabinet 6, Pages 228, 229, and 230 of the Clermont County, Ohio Plat Records.

Being all of Lots 42-60, inclusive, of the Fairways at O'Bannon Creek Subdivision, Section 3, as recorded in Plat Cabinet 9, Pages 3 and 4 of the Clermont County, Ohio Plat Records.

Being all of Lots 61-86 and 88-102, inclusive, of the Fairways at O'Bannon Creek Subdivision, Section 4, as recorded in Plat Cabinet 10, Pages 348, 349, and 350 of the Clermont County, Ohio Plat Records.

Being all of Lots 151-154, inclusive, of the Fairways at O'Bannon Creek Subdivision, Section 5, as recorded in Plat Cabinet 10, Pages 348-350 inclusive of the Clermont County, Ohio Plat Records.