

DECLARATION OF COVENANTS
AND RESTRICTIONS
FOR
MILLBROOK FARM SUBDIVISION

MILLBROOK FARM LIMITED PARTNERSHIP, an Ohio Limited partnership (hereinafter sometimes referred to as Developer), being the owner of all of the following described property (the "Subdivision"):

See Exhibit "A" - attached hereto and incorporated herein by reference.

has established a general plan for the improvement and development of the Subdivision, and does hereby establish the covenants, conditions, and restrictions upon which all lots and portions of such lots be improved or sold and conveyed by it as Developer. All of 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 such lots and are to be construed as restrictive covenants running with the title to such lots, and with each and every parcel thereof:

1. SINGLE FAMILY RESIDENCE

All lots shall be used for single family residence purposes only. 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. The Developer, or any builder in the Subdivision shall have the right to use residences as model homes or sales offices.

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, which, unless otherwise approved by the Developer, shall not to exceed two stories in height. 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, above ground

swimming pool or pool designed for above ground use, satellite dish, free-standing antenna, coop, cage, house trailer, or any other improvement on such lot. The word "structure" or "building" does not include (and this Declaration does not prohibit) covered or uncovered patios, basketball poles, in ground swimming pools, kiddie pools not to exceed twelve (12) inches in height, 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.

(d) No structure determined by any governmental entity to be a permanent improvement in violation of zoning or other governmental restrictions, shall be permitted to remain within the right-of-way.

(e) All mailboxes shall be of a uniform design approved by the Developer.

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, provided they are not 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, or signs used by the Developer to advertise or promote the Subdivision.

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 Developer, or a duly authorized successor of Developer.

(b) Plans and specifications shall be in such form and contain such detailed information as Developer 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 detail 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 Developer 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 Developer. Developer 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 Developer or its successor.

6. FENCES AND WALLS

Construction of fences and walls is prohibited on any lots until plans and specifications are approved as set forth in Paragraph 5 herein. At no time will Developer approve any fence or wall which exceeds five (5) 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 front plane of any residence, as such plane is determined by Developer.

7. PARKING OF TRUCKS AND OTHER VEHICLES

No commercial trucks, boats, trailers, campers, mobile homes, buses, or non-passenger vans, or 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 ACTIVITIES

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. 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.

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9. NUISANCE

No obnoxious or offensive activity of any kind shall be engaged in on any lot nor shall any owner or resident thereof engage in any activities that interfere with the quiet enjoyment, comfort and health of the residents of adjacent neighboring lots.

10. TRASH

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. Trash and garbage shall be placed in sanitary containers and shall not be permitted to remain in public view except on days of trash collection.

11. OBSTRUCTION OF EASEMENTS OR DRAINAGE

No structure, planting or other material other than driveways, sidewalks or retaining walls shall be placed or permitted to remain upon any lot which may damage or interfere with any easement or the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels in the easement area. The easement area of each lot and all improvements in the easement area shall be maintained by the owner of the lot, except for those improvements for which a public authority, Homeowners' Association or utility company is responsible.

12. HOMEOWNERS' ASSOCIATION

Each lot owner of the Subdivision, shall be a member of the Millbrook Farm Homeowners' Association (the "Homeowners' Association") and such membership shall 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 By-Laws 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 the By-Laws 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 Homeowners' Association shall not assess or collect fees from the Developer or any homebuilder during

such period as the Developer or homebuilder owns any lot within 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 aforementioned Millbrook Farm 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 any 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 said assessment together with late charges and fees accrued as of the date of the certificate. Such lien shall remain valid for a period of five (5) years from the time of filing thereof, unless sooner released or satisfied in the same manner proposed 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 an action brought to discharge such lien. In addition, each lot owner shall be personally liable for all assessments levied against him by the Homeowners' Association while he is lot owner.

Developer covenants that the Homeowners' Association is incorporated, and shall forthwith function as herein stated subject only to the rights of the lot owners set forth herein. A copy of the Articles of Incorporation and By-Laws for the Homeowners' Association is attached hereto as Exhibits "B" and "C".

13. AMENDMENT OF DECLARATION

Notwithstanding anything else contained in this Declaration to the contrary, this Declaration of Covenants and Restrictions 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 not affect any lots owned by the Developer, unless Developer consents, in writing, to such amendment or termination.

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 December 31, 2015, on which date these covenants, conditions, and restrictions shall be automatically extended for successive periods of ten years unless on or before the end of one of such extension periods, the owners of seventy-five (75%) of the lots in the Subdivision shall be written instrument duly recorded declare an amendment or termination of any or all of these covenants, conditions, or restrictions.

Notwithstanding the above, for a period of ten (10) years from and after the date this Declaration is filed for record, additional real property may be annexed to the Subdivision by the Developer without the assent of the owners of lots in the Subdivision. Any annexations made pursuant to this paragraph shall be made by recording a supplement to this Declaration with the Recorder of Clermont County, which supplementary declaration shall extend the scheme of the within covenants and restrictions to the annexed property.

14. MISCELLANEOUS

These covenants, conditions, and restrictions shall be covenants running with the land and 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 Developer, by the owner of another lot in the subdivision, or by the Homeowners' Association, but by no other person. If Developer 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 Developer, the owners of other lots in the Subdivision, or the Homeowner's Association 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 Developer for or on account of his 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 Developer.

If any one or more of the foregoing covenants, conditions, or restrictions shall be declared null and void for any reason by a court of competent jurisdiction, such judgement 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, MILLBROOK FARM LIMITED PARTNERSHIP, an Ohio limited partnership, has caused this instrument to be executed on this 20th day of September, 1993.

WITNESS;

MILLBROOK FARM LIMITED PARTNERSHIP

By: Millbrook Farm Management, Inc.,
general partner

By: William E. Hines, Vice-President
William E. Hines, Vice-President

Melanie Geers
Name: Melanie Geers

Stephen R. Hunt
Name: Stephen R. Hunt

STATE OF OHIO

COUNTY OF HAMILTON

The foregoing instrument was acknowledged before me on this 20th day of September, 1993 by William E. Hines, Vice-President of Millbrook Farm Management, Inc., an Ohio Corporation, general partner of Millbrook Farm Limited Partnership, an Ohio limited partnership, on behalf of said limited partnership.

Stephen R. Hunt
Notary Public

This Instrument was prepared by:
Stephen R. Hunt, Esq.
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(513) 241-0400



STEPHEN R. HUNT, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My Commission has no expiration
date. Section 147.03 O.R.C.