



80 100/101

RECORDED

Oct 17 3 26 11 '80

RECORDED

SUPPLEMENTAL DECLARATION

for the

planned unit residential development known as

THE RIDGE

which Supplemental Declaration establishes the

COVENANTS, CONDITIONS AND RESTRICTIONS

applicable to the Single Family Attached portion of The Ridge

which is known as

THE DELL AT THE RIDGE

204-1782

Prepared by:

JAMES R. GOULD  
of the law firm of  
Brumbaugh, Corwin & Gould  
1300 Talbott Tower  
Dayton, Ohio 45402  
Telephone: 513/223-1201

08. 21 130

NO TOLSON RE EDER  
SHERIFF  
COUNTY AUDITOR

## Copyright Statement

This instrument was prepared by JAMES R. GOULD of the law firm of Brumbaugh, Corwin & Gould, 1300 Talbott Tower, Dayton, Ohio 45402 for the exclusive use of John E. Duckro, Inc. and of Enterprise Service Corporation of Dayton (both Ohio corporations) and solely with regard to the development of the specific parcel of real estate described in Exhibit A to the Supplemental Declaration establishing The Dell at The Ridge as the Single Family Attached portion of the Planned Unit Residential Development known as The Ridge. Any reproduction or other use of all or any part of the language contained herein is expressly prohibited except with regard to the sale, transfer, financing or insuring of any real estate lot which is included within The Ridge or the administration or management of that development.

Copyright, © 1980, by James R. Gould. All rights reserved. No portion of this instrument may be reproduced, copied or used without the prior express consent of the copyright holder, except as noted above.

TABLE OF CONTENTS

	<u>Page No.</u>
<u>RECITALS</u>	1 - 5
<u>CHAPTER ONE</u>	<u>DEFINITIONS</u> 6
	Section 1.1 Articles of Incorporation 6
	1.2 By-Laws 6
	1.3 Corporation 6
	1.4 Declaration 6
	1.5 Developer 6
	1.6 Development Plan 7
	1.7 Lot 7
	1.8 Members 8
	1.9 Owner 8
	1.10 Participating Builder 8
	1.11 Registered Notice 8
	1.12 Restricted Common Area 9
	1.13 Supplemental Declaration 9
<u>CHAPTER TWO</u>	<u>PROPERTY SUBJECT TO THIS SUPPLEMENTAL</u> 10 <u>DECLARATION</u>
	Section 2.1 Description of Property 10
	2.2 Ownership of Property 10
<u>CHAPTER THREE</u>	<u>THE CORPORATION</u> 11
	Section 3.1 Identification and Formation 11
	3.2 Duties and Authority of the 11 Corporation
	3.3 Relationship to Duties of 11 Community Association of The Ridge
	3.4 Membership in the Corporation 11 (a) Definitions of Member 12 ship Different from that in the Association
	(b) Joint Membership in 12 Corporation and in Association
	3.5 Voting Rights 12
	3.6 Relationship of Members to 12 Board of Trustees and to Officers
	3.7 Terms of Trustees of 13 Corporation
	3.8 Participation by Owners 14 and Control of the Corporation

<u>CHAPTER FOUR</u>	<u>MAINTENANCE</u>	15
	Section 4.1	Maintenance of Restricted Common Area 15
	4.2	Maintenance Required Because of Negligent or Intentional Acts 15
	4.3	Maintenance of Lots and Dwellings and Improvements on Lots 15
		(a) By Participating Builders---Both Lots and Structures 15
		(b) Exterior and Structural Maintenance of Dwellings Shifted from Owners to Corporation 16
		(c) Owners to Maintain Lawns and Landscaping 16
		(d) Option of Owner to Contract with CAR for Lawn Care 16
 <u>CHAPTER FIVE</u>	 <u>RESTRICTED COMMON AREA</u>	 17
	Section 5.1	Conveyance to Corporation 17
	5.2	Owners' Right to Use and Enjoy 17
	5.3	Delegation of Use Rights 17
	5.4	No Mortgage or Sale of the Restricted Common Area 17
	5.5	Easements for Utilities; Dedication of Streets 17
 <u>CHAPTER SIX</u>	 <u>EASEMENTS</u>	 18
	Section 6.1	Easement for Maintenance and Repair 18
	6.2	Easement for Enforcement of this Supplemental Declaration 18
	6.3	Easement for Encroachments 18
	6.4	Application of Easements Created by the Declaration 18

<u>CHAPTER SEVEN</u>	<u>PARTY WALLS AND PARTY FENCES</u>	19
	Section 7.1	General Rules of Law to Apply 19
	7.2	Sharing of Repair and Maintenance 19
	7.3	Destruction by Fire or Other Casualty 19
	7.4	Weatherproofing 19
	7.5	Arbitration 20
<u>CHAPTER EIGHT</u>	<u>INSURANCE, RECONSTRUCTION AND REPAIR</u>	21
	Section 8.1	Liability Insurance 21
	8.2	Miscellaneous Insurance Coverage 21
	8.3	Fire and Extended Coverage Insurance Purchased by Corporation 21
	8.4	Insurance Trustee as Beneficiary 22
	8.5	Liability, Fire and Extended Coverage Insurance Purchased by Lot Owners 22
	8.6	Responsibility of Corporation for Reconstruction and Repair 22
	8.7	Estimates and Bids 23
	8.8	Disbursement of Insurance Proceeds 23
	8.9	Delegation to Corporation 23
	8.10	Fees and Expenses of Insurance Trustee 23
	8.11	Lapse of Insurance Coverage 23
<u>CHAPTER NINE</u>	<u>ASSESSMENTS</u>	24
	Section 9.1	Obligation of Owners and Title Holders of Lots to Pay Three Types of Assessments 24
	9.2	Purpose of Monthly Assessments 24
	9.3	Purpose of Special Assessments 24
	9.4	Purpose of Dell Individual Lot Assessments 25

Section 9.5	Preparation of Estimated Budget	25
9.6	Estimated Budget Amount Divided into Equal Shares	25
9.7	Notice of Levying Assessments	26
9.8	Date of Commencement of Assessments	26
9.9	Due Dates for Assessments; Acceleration Provisions	26
9.10	Late Charges	27
9.11	Failure to Prepare Estimated Budget, Failure to Receive Notice	27
9.12	Lien for Assessments	27
9.13	Procedure in Filing Certificate for Lien	28
9.14	Period of Time for Which Assessment Lien is Valid	28
9.15	Personal Liability for Assessments	28
9.16	No Exemption from Assessments	28
9.17	Liability for Assessments Upon Voluntary Transfers of Title	28
9.18	Certification of Unpaid Assessment Amounts	29
9.19	Notice of Unpaid Assessments	29
9.20	Non-Liability of Foreclosure Sale Purchaser, or a Transferee Who Receives Title in Lieu of Foreclosure, for Past Due Assessments	29
9.21	Right of the Corporation to Re-Assess Unpaid Assessments as Common Expenses	30
9.22	Subordination of the Assessment Lien to Mortgages and Real Estate Taxes	30
9.23	Collection of Assessments, Enforcement of Lien	30
9.24	Restricted Common Area Exempt from Assessments	30

<u>CHAPTER TEN</u>	<u>OBSOLESCENCE AND REHABILITATION</u>	31
	Section 10.1 Decision by Members	31
	10.2 Rehabilitation Procedure	31
<u>CHAPTER ELEVEN</u>	<u>GENERAL CONDITIONS</u>	32
	Section 11.1 Costs of Enforcement	32
	11.2 Right of First Mortgagees to Examine Corporation Records	32
	11.3 No Waiver or Estoppel	32
	11.4 Provisions of Declaration Relating to the Founding Documents	32
	11.5 Amendment of Supplemental Declaration	32
	(a) By the Developer	32
	(b) Seventy Percent of a Quorum	33
	(c) Seventy Percent of all Members	33
	11.6 Real Property Taxation	33
<u>EXHIBIT A</u>	Description of Real Estate	
<u>EXHIBIT B</u>	Proposed Replat of Lot 24	
<u>EXHIBIT C</u>	Articles of Incorporation of Dell Corporation	
<u>EXHIBIT D</u>	By-Laws of Dell Corporation	

SUPPLEMENTAL DECLARATION

of Covenants, Conditions And Restrictions

for

THE DELL AT THE RIDGE

the Single Family Attached portion of THE RIDGE

This Supplemental Declaration of Covenants, Conditions and Restrictions (Supplemental Declaration) is made and entered into by ENTERPRISE SERVICE CORP. OF DAYTON (Enterprise or Developer) and by John E. Duckro, Inc. (Duckro or Builder), both being corporations duly organized and existing under the laws of the State of Ohio.

W I T N E S S E T H:

THAT, WHEREAS, Enterprise previously obtained approval of a Planned Unit Residential Development known as The Ridge through the Planning Commission and the City Council of the City of Kettering in accordance with the zoning ordinances of that City; that Planned Unit Residential Development involves a Development Plan consisting of a drawing plus an application and accompanying documents which together depict and describe the general arrangement of intended land uses on a tract of approximately 17.9 acres; and,

WHEREAS, under the Development Plan The Ridge is to be improved with up to and including twenty-one Single Family Detached houses, and is also to be improved with up to and including twenty Single Family Attached dwellings, and is also to



have some land as Common Area for the combined use and enjoyment of both the attached dwellings and the detached houses, and may or may not include some Restricted Common Area intended solely for the use and enjoyment of part or all of the attached dwellings; and,

WHEREAS, after obtaining approval for The Ridge, Enterprise subdivided the tract of approximately 17.9 acres by filing on the 11th day of October, 1979 a plat known as The Ridge that was and is recorded in Book 109 at Page 5 of the records of such instruments maintained by the Recorder of Montgomery County, Ohio; and,

WHEREAS, the plat of The Ridge divided the land into three categories: (1) Common Area open space, designated as lot number 1, containing 9.4947 acres, (2) twenty-one Lots (numbered 2 through 22) upon each of which a Single Family Detached dwelling may be constructed, and (3) two preliminary and additional Lots (numbered 23 and 24) upon each of which one building with four Single Family Attached dwellings may be constructed (so as to place four such dwellings on Lot 23 and four more on Lot 24); and,

WHEREAS, the plat of The Ridge incorporated by reference as plat restrictions all the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions (together with its attached exhibits). Accordingly, all terms and conditions of that Declaration apply to the detached houses constructed and to be constructed, and also apply to the attached dwellings constructed and to be constructed, on Lots included in The Ridge; and,

WHEREAS, at the time Enterprise subdivided the property by filing the plat of The Ridge, it was anticipated that a replat would be necessary for Lot 24 at the time the building to be constructed thereon (containing four attached dwellings) was completed, so as to subdivide Lot 24 into four smaller residential tracts, each to be a separate Lot and to be occupied by a Single Family Attached (SFA) dwelling. Further, it was anticipated that this replat would also create an area of open space which would form a small portion of additional Common Area open space. The interior side lines of those four smaller Lots were to extend, in part, through the center of the entire distances of party walls which would separate each of the four Single Family Attached dwellings from the next such dwelling; and,

WHEREAS, it was also anticipated that one or more replats would be necessary for Lot 23 (and the one building to be constructed thereon, which building is to contain four attached dwellings) so as to divide Lot 23 into four smaller residential tracts, each to be a separate Lot and to be occupied by a Single Family Attached (SFA) dwelling. Further, it was also anticipated that the replats of Lot 23 may also create additional Common Area and may or may not create Restricted Common Area; and,

WHEREAS, it was also anticipated that one or more replats of Common Area Lot 1 would be necessary so as to create additional parcels of land for construction of the remaining twelve Single Family Attached Dwellings (after the construction of four such attached dwellings on Lot 24 and an additional four attached dwellings on Lot 23). Further, it was anticipated that such replats may or may not create additional Common Area and/or some Restricted Common Area; and,

WHEREAS, Duckro has now purchased Lot 24 from Enterprise and has constructed on it the one building containing the four SFA dwellings combined referred to above; and,

WHEREAS, in order to assign a separate Lot to each of those four attached dwellings, so as to be able to transfer and convey each of those four attached dwellings on its own separate Lot, it is necessary that Lot 24 be replatted into four smaller residential Lots numbered as Lots 27, 28, 29 and 30. Further, in order to be able to set aside the small open space as Common Area and deed it to the Association (which is to hold title to all Common Area for The Ridge), it is necessary to use the replat to create open space Lot 31. A copy of the record plan by which this replat of Lot 24 will be effected is attached to this Supplemental Declaration, is marked Exhibit B, and is made a part hereof by such attachment and through the doctrine of incorporation by reference; and,

WHEREAS, Duckro has signed such replat as the owner of the former Lot 24 which is being subdivided into new residential Lots 27, 28, 29, and 30, and Common Area Lot 31; and Enterprise has signed that replat to evidence its approval thereof in its capacity as the Developer of the entire project of The Ridge, such approval by Enterprise of each replat that creates additional Lots being required by the terms of the original Declaration which established The Ridge; and,

WHEREAS, this process of subdividing former Lot 24 has been approved by the Planning Commission of the City of Kettering as being in accordance with the Development Plan that had been

approved originally for The Ridge; and,

WHEREAS, in order to carry out the Development Plan in the most effective manner, Enterprise deems it appropriate that the SFA portion of The Ridge be subject to a Supplemental Declaration that establishes a separate non-profit corporation and separate organizational structure to maintain and control the smaller Lots occupied by these attached dwelling structures, and to blend the maintenance and control of those Lots and the SFA dwellings into the Developer's overall plan for maintenance, control and organization of all of the property included in The Ridge; and,

WHEREAS, Enterprise (as the Developer) and Duckro (as the Participating Builder that has constructed this portion of the Single Family Attached portion of The Ridge) have joined in designating the area to be occupied by the SFA dwellings as THE DELL AT THE RIDGE, and have organized an Ohio non-profit corporation known as Dell Corporation to administer the provisions of this Supplemental Declaration; and,

WHEREAS, the fact that this Supplemental Declaration has been prepared and recorded to apply to the Single Family Attached (SFA) portion of The Ridge and the fact that a separate non-profit corporation has been created to administer this Supplemental Declaration does not mean that the land, buildings and improvements in that SFA portion are exempted from complying with all terms and conditions of the original Declaration applicable to the entire tract of real estate known as The Ridge. Instead, such SFA portion is subject not only to the terms and conditions of that Declaration, but also to a second layer of control in the form of the terms and conditions of this Supplemental Declaration; and,

WHEREAS, all of the above recital paragraphs shall be deemed to constitute a part of the substantive provisions of this Supplemental Declaration;

#### DECLARATION

NOW, THEREFORE, Enterprise and Duckro hereby declare that the real estate described in Exhibit A which is attached hereto and made a part hereof by such attachment and through the doctrine of incorporation by reference (being said Lot 24, which will subsequently be replatted into Lots 27, 28, 29, 30 and 31) and all buildings and improvements now or hereafter constructed or erected thereon under this Supplemental, and under the

original Declaration shall be used, held, transferred, sold, conveyed, devised, encumbered, pledged, occupied, enjoyed, rented and leased (whether by operation of law or otherwise) subject to the terms and provisions hereinafter set forth in this Supplemental Declaration, each and all of which shall be deemed to constitute covenants running with the title to each and every portion of said real estate;

AND, FURTHER, Enterprise and Duckro hereby delegate and assign to Dell Corporation the power and duty of implementing, administering and enforcing all the terms and provisions of this Supplemental Declaration.

## CHAPTER I

### DEFINITIONS

All definitions from the Declaration which established The Ridge are binding upon the Lots and attached dwellings (and any Restricted Common Area) subject to this Supplemental Declaration and known as The Dell at The Ridge, except to the extent that the terms of any such definition make it clear that it would be inappropriate to apply that definition to The Dell at The Ridge.

Section 1.1. Articles of Incorporation, for the purposes of this Supplemental Declaration, shall mean and refer to the Articles of Incorporation of Dell Corporation; said Articles are attached to and made a part of this Supplemental Declaration by such attachment and by the doctrine of incorporation by reference, are identified as Exhibit C, and may be amended from time to time as provided therein.

Section 1.2. By-Laws shall mean and refer to the administrative operating rules of Dell Corporation which have been adopted by the Trustees of the Corporation and designated as such By-Laws; said By-Laws are attached to this Supplemental Declaration and made a part hereof by such attachment and through the doctrine of incorporation by reference, are identified as Exhibit D, and may be amended from time to time as provided therein.

Section 1.3. Corporation shall mean and refer to the Dell Corporation, and its successors and assigns.

Section 1.4. Declaration shall not refer to this Supplemental Declaration, but instead shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the entire real estate subdivision known as The Ridge, as the same may be amended from time to time as provided in that Declaration. Since The Dell at The Ridge (including by the use of this title all land subject to this Supplemental Declaration, together with all attached dwellings and other improvements thereon) is a part of The Ridge, that Declaration is applicable to and binding upon that real estate, just as is this Supplemental Declaration.

Section 1.5. Developer shall mean and refer to Enterprise Service Corporation of Dayton (Enterprise), a corporation duly organized and existing under the laws of the State

of Ohio, and its successors and assigns; provided, however, that no successor or assignee of Enterprise shall have any specific rights or obligations as the Developer unless such rights and obligations are set forth in full or incorporated by reference in the instrument of succession or assignment, or unless such rights and obligations pass by operation of law, or unless the instrument of succession or assignment expressly transfers the status or classification of Developer. In the event some other person or organization replaces the first Developer referred to above (or replaces any subsequent Developer) that replacement Developer who takes certain rights and obligations shall hold those rights and obligations to the same extent as they would then have been held by the previous Developer, and by any such succession or assignment the previous Developer shall be relieved of and from any and all duties and obligations created by this Supplemental Declaration. In any event, however, the rights and obligations of the Developer set forth in this Supplemental Declaration shall cease no later than the time at which all residential Lots have been conveyed to Owners other than the Developer.

Section 1.6. Development Plan shall mean and refer to the drawing or plan which depicts the general arrangement of intended uses of all the real estate included in the subdivision known as The Ridge, which subdivision includes the Lots and any Restricted Common Area to be used for The Dell at The Ridge and also includes other land to be used for detached single family dwellings. That Development Plan also includes documents in addition to the drawing or plan itself, and all such documents together have been filed with the City of Kettering as part of the application and proposal by the Developer for approval of The Ridge as a Planned Unit Residential Development.

Section 1.7. Lot, for the purposes of this Supplemental Declaration, shall mean and refer to each tract of land designated for one or more attached dwellings located within the real estate subdivision known as The Ridge, all such attached dwellings (together with the Lots on which they are situated and any Restricted Common Area as subsequently defined) being known as The Dell at The Ridge. By this description any Restricted Common Area parcels of land, as depicted on any record plan which creates lots or amends the boundaries of real estate to be used for The Dell at The Ridge, are excluded from the meaning of the word Lot even though they may be assigned a lot number for the purposes of the subdivision recording procedures in Montgomery County, Ohio; and for the purposes of The Dell at The Ridge any such Restricted Common Area tracts of land shall not be deemed to constitute a Lot as defined herein, but instead shall constitute Restricted Common Area as defined below in this Supplemental Declaration.

Section 1.8. Members, for the purposes of this Supplemental Declaration, shall mean and refer to members of Dell Corporation. Every Owner of a Lot shall be a Member during such ownership, and membership shall be limited to such Owners. There is only one class of membership in Dell Corporation.

Section 1.9. Owner, for the purposes of this Supplemental Declaration, shall mean and refer to the record holder of the fee simple title to any Lot, whether one or more persons or entities (excluding the Developer and excluding any Participating Builders). Further, the term Owner shall be deemed to include any Lot purchaser on a land installment contract as such instruments are defined in Ohio Revised Code, Chapter 5313, but only to the extent such a contract is recorded with and by the County Recorder so as to give record notice of the existence of that contract. The word Owner shall also be deemed to include contract sellers on other forms of executory contracts for the sale of a Lot. Owners shall hold no votes as such, but only in their capacity as Members of the Corporation. The term Owner shall exclude, however, those persons or entities holding record title or a similar interest merely as security for the performance of an obligation.

Section 1.10. Participating Builder shall mean and refer to a person or entity who or which acquires title to any Lot for the purpose of improving such Lot with attached single family dwellings in accordance with the Development Plan and for the purpose of reselling such improved Lot to a future Owner. If a Participating Builder occupies an attached dwelling on any Lot as his principal residence and his only residence within a radius of one hundred miles, he shall be deemed to be an Owner as to that Lot, although he may continue to be a Participating Builder as to other Lots.

Section 1.11. Registered Notice shall mean and refer to any written notice to an Owner which has been signed for by the addressee-Owner or by the spouse, son, daughter or any domestic servant of such addressee; such Registered Notice to an Owner shall also mean and refer to any written notice which has been certified (or otherwise stated in writing) by the U.S. Postal Service or other delivery service as actually having been delivered into the mailbox at the address listed for the addressee on the records of the Corporation, or as to which delivery was attempted but was refused by the addressee or other persons at such address, to the extent such refusal is witnessed by an employee of the Postal Service or other delivery service.

Registered Notice shall also mean and refer to any writ-

ten notice to the Developer, to a Participating Builder, to a title holder of a Lot or to the Corporation which has been delivered (or as to which delivery has been attempted) in the manner described above, or which has been delivered to and signed for by any secretary, clerk or administrative or managerial employee of and in the office of the Developer, of such a Participating Builder, of a title holder, or of the Corporation.

Section 1.12. Restricted Common Area shall mean and refer to all real estate, including any lots, designated as Restricted Common Area on any subdivision record plan regarding land described in Exhibit A to this Supplemental Declaration or designated as Restricted Common Area by this Supplemental Declaration, and shall also mean and refer to any real estate and any personal property owned and held by the Corporation. All such Restricted Common Area shall be held by the Corporation for the exclusive use and enjoyment of the attached dwellings and real estate referred to as The Dell at The Ridge and the occupants thereof, or for such limited portions of those attached dwellings and real estate (and occupants thereof) as may be specified in this Supplemental Declaration.

Section 1.13. Supplemental Declaration shall mean and refer to the within document which sets forth covenants, conditions and restrictions applicable to a portion of the real estate included in the subdivision known as The Ridge, which portion of land is divided into Lots to be improved by attached dwellings, and may also be divided into some Restricted Common Area, all to be known as The Dell at The Ridge, as this document may be amended from time to time. As additional portions of the real estate in The Ridge are used for such attached dwellings, in accordance with the Development Plan, this Supplemental Declaration shall be amended so as to add a description of such additional real estate to the description of the land subject to this Supplemental Declaration.



## CHAPTER II

### PROPERTY SUBJECT TO THIS SUPPLEMENTAL DECLARATION

Section 2.1. Description of Property. The real estate to be used in connection with this attached dwelling development known as The Dell at The Ridge is situated in City of Kettering, Montgomery County, Ohio, and is located near the intersection of the streets known as Dogwood Trail and Delco Dell. An exact description of this real estate is set forth in Exhibit A of this Supplemental Declaration.

Section 2.2. Ownership of Property. A Participating Builder, John E. Duckro, Inc., is the owner of the fee simple title to the real estate described in Exhibit A of this Supplemental Declaration.

## CHAPTER III

### THE CORPORATION

Section 3.1. Identification and Formation. The name of the Corporation is Dell Corporation. It has been formed as an Ohio non-profit corporation pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio by the filing of the Articles of Incorporation with the office of the Secretary of State of Ohio. Those Articles of Incorporation have been attached to and made a part of this Supplemental Declaration as Exhibit C. The Corporation has duly adopted a set of administrative operating rules referred to as its By-Laws, and those By-Laws are attached to this Supplemental Declaration and made a part hereof, identified as Exhibit D.

Section 3.2. Duties and Authority of the Corporation. The Corporation shall have the duty of and authority for implementing, administering and enforcing all the terms and provisions of this Supplemental Declaration. In connection therewith, the Corporation shall hold title to any Restricted Common Area, shall pay the real estate taxes and assessments on any such Restricted Common Area, shall manage and maintain any such Restricted Common Area, and shall (to the limited extent provided in this Supplemental Declaration) have certain management and maintenance duties with regard to the Lots and the attached dwellings and any accessory improvements located thereon.

Section 3.3. Relationship to Duties of Community Association of The Ridge. Under the Declaration applicable to the entire development known as The Ridge, a non-profit corporation was created known as the Community Association of The Ridge, sometimes referred to as the Association or as CAR. That Association shall continue to have the duty and authority to implement, administer and enforce all the terms and provisions of the Declaration itself (as opposed to the Supplemental Declaration), not only as to the detached houses but also as to the attached dwellings and land known as The Dell at The Ridge.

Section 3.4. Membership in the Corporation. Every Owner of a Lot, upon acquisition of such an ownership interest, shall become a Member of the Corporation automatically. Membership is appurtenant to and may not be separated from ownership of a Lot and shall terminate upon the sale or other disposition of an Owner's ownership interest in a Lot, at which time the new Owner of that Lot shall become a Member of the Corporation

automatically. Membership shall be limited to Owners of Lots. No Owner shall have the power or right to disclaim, terminate or withdraw from membership in the Corporation or from any obligations which accompany the status as a Member, and no purported disclaimer, termination, withdrawal or waiver for such purpose shall be of any force or effect. When more than one person or entity is an Owner of a Lot, all such persons or entities shall be deemed to be Members.

(a) Definitions of Membership Different from that in the Association. For the purposes of this Supplemental Declaration (but not for the purposes of the basic Declaration applicable to the entire development known as The Ridge) the definition of "Owner" excludes the Developer and excludes any Participating Builders. Since membership in Dell Corporation is limited to such Owners as are defined in this Supplemental Declaration, it is clear that neither the Developer nor any Participating Builder may be Members of Dell Corporation.

(b) Joint Membership in Corporation and in Association. Each Member of Dell Corporation will also be a member of the Association. As explained on page 4 above, Dell Corporation and this Supplemental Declaration were not brought into existence to replace either the Association or the basic Declaration, but instead were and are intended to supplement them, so as to create a second level of organization and administration which is applicable solely to the attached dwellings and real estate referred to as The Dell at The Ridge.

Section 3.5. Voting Rights. There shall as many votes as there are separate Lots used for attached dwellings in The Dell at The Ridge. Each Member of the Corporation shall be entitled to the number of votes that equals the number of Lots owned by that Member. If any Lot is owned by more than one Owner so that there is more than one Member with regard to ownership of that Lot, the vote for that Lot shall be exercised by any one of such Members, unless an objection or protest or contrary vote by any other Member who is a co-Owner of the same Lot is made no later than five minutes after completion of the particular issue or election being voted upon, in which case no vote whatsoever shall be counted for such Lot.

Section 3.6. Relationship of Members to Board of Trustees and to Officers. The Members will have the right to elect a Board of Trustees after expiration of the terms of those Trustees named in the Articles of Incorporation. The Board of

Trustees holds all power and authority to act on behalf of the Corporation and to establish the policies of the Corporation, except as may be expressly provided to the contrary elsewhere in this Supplemental Declaration or in the statutes of Ohio dealing with non-profit corporations.

The Board of Trustees will appoint certain Officers to carry out the policies adopted and decisions made by the Board of Trustees. Accordingly, the Corporation will function on the theory of representative democracy, in that the Members will elect the Board of Trustees, and those elected representatives will hold the power and authority to act as and on behalf of the Corporation.

The Members of the Corporation do not hold direct authority to manage or operate the Corporation or to make decisions regarding it, with the exception of the election of Trustees and with the further exception of such specific matters as may be reserved to the Members by this Supplemental Declaration or by the statutes of the State of Ohio. As a result, all references to actions to be taken or decisions made by the Corporation shall be construed to mean action to be taken or decisions made by the Trustees, with the exception of such specific matters as may be reserved to the Members by this Supplemental Declaration or by the statutes of the State of Ohio.

Section 3.7. Terms of Trustees of Corporation. The Articles of Incorporation of Dell Corporation created three numbered Trustee positions, named the three Trustees, and designated their terms as such to be for such length of time as specified in this Supplemental Declaration. The term of office of the first Trustee position shall continue until one year after this Supplemental Declaration is filed for record with the Recorder of Montgomery County, Ohio, or until one or more of the attached dwellings and Lots included in The Dell at The Ridge have been conveyed to any Owner who is willing to serve as Trustee and who is elected to that position by a majority of the voting power of the then-Owners (even though only one Owner may exist at that time, so that the majority vote would be his own vote), whichever occurs earlier.

The term of office of the second Trustee position shall continue until the expiration of two years after this Supplemental Declaration is so recorded, or until ten of the attached dwellings and Lots included in The Dell at The Ridge have been conveyed to Owners, whichever occurs earlier.

The term of office of the third and remaining Trustee position shall continue until three years after this Supplemental Declaration is so recorded, or until fifteen of the attached dwellings and Lots included in The Dell at The Ridge have been conveyed to Owners, whichever occurs earlier.

Section 3.8. Participation by Owners and Control of the Corporation. Participation by the Owners in the administration of the terms and conditions of this Supplemental Declaration and in the operation of the Dell Corporation will be important to the future success of The Dell at The Ridge; accordingly, the terms of office for various Trustee positions have been set so as to place one Owner on the Board of Trustees of Dell Corporation as soon as reasonably possible. Complete control of the Board of Trustees shall pass to Owners at the time seventy-five percent of the proposed attached dwellings (15 out of the proposed total of 20) have been conveyed to Owners.

CHAPTER IV

MAINTENANCE

*see amendments 213  
which modify this - after.*

Section 4.1. Maintenance of Restricted Common Area.

The Corporation shall be responsible for the maintenance and repair of any Restricted Common Area, except that the Corporation may assess as Dell Individual Lot Assessments the cost of maintenance and repair of any Restricted Common Area that is held for the use and enjoyment of only a portion of the attached dwellings, and is not held for the use and enjoyment for all the dwellings included in The Dell at The Ridge. Such maintenance and repair may include, without limitation, the performance of landscaping, installation of forms of vegetation, and the care, cutting and replacement of vegetation; all such activities shall be performed to the extent deemed necessary or appropriate by the Board of Trustees. Costs of such maintenance and repair performed by the Corporation shall constitute common expenses.

Section 4.2. Maintenance Required Because of Negligent or Intentional Acts. In the event a need for maintenance or repair of any portion of real estate subject to maintenance obligations of Dell Corporation is caused by the negligent or intentional act or failure to act of any title holder of, or of any person residing on, one of the Lots in The Dell at The Ridge, the cost of such maintenance and repair shall constitute, and shall be levied by the Corporation, as a Dell Individual Lot Assessment against the Lot owned or occupied by such title holder or resident; and the Corporation shall have authority to perform the maintenance and repair referred to in this paragraph and assess the costs thereof as such a Dell Individual Lot Assessment.

Section 4.3. Maintenance of Lots and Dwellings and Improvements on Lots. The Declaration for The Ridge places the responsibility for the maintenance and repair of each Lot and of every structure and improvement thereon upon the Owner or Participating Builder who holds title to such Lot, and also provides that this Supplemental Declaration may shift such maintenance and repair obligations to the Dell Corporation as the non-profit organization that is to administer the attached dwellings known as The Dell at The Ridge.

(a) By Participating Builders---Both Lots and Structures. This Supplemental Declaration does not, however, shift that maintenance and repair obligation from any Participating Builders, and instead each such Participating Builder shall be fully responsible for the maintenance and repair of any Lot as to which that Builder holds title and for the maintenance and repair of all dwellings, structures and improvements thereon,

with such maintenance and repair to be performed in the manner described in the Declaration for The Ridge.

✓  
*See Amendment 10/14/10*  
→  
(b) Exterior and Structural Maintenance of Dwellings Shifted from Owners to Corporation. As to the attached dwellings, structures and other improvements constructed upon the Lots, the duty of exterior [and structural] maintenance and repair is hereby shifted from the Owners to the Dell Corporation, and that Corporation shall have the duty to comply with the maintenance responsibilities created for such dwellings and improvements by the Declaration for The Ridge, with the costs of doing so to constitute common expenses.

All non-structural maintenance and repair of the interior of any attached dwelling, structures and other improvements upon a Lot shall be the sole responsibility of the Owner of that Lot.

✓  
(c) Owners to Maintain Lawns and Landscaping. Each Owner will have the primary responsibility of performing the maintenance and repair with regard to the lawn and landscaping areas on the Lot held by that Owner, with such maintenance and repair to be accomplished in the manner described in the Declaration which established The Ridge.

✓  
(d) Option of Owner to Contract with CAR for Lawn Care. If an Owner does not wish to have the responsibility for performing the maintenance and repair of lawn and landscaped areas of his Lot, he shall have the option to execute the standard Lawn Care Agreement of the Community Association of The Ridge, the non-profit organization which administers the entire real estate subdivision known as The Ridge (sometimes referred to as CAR or the Association) and thereby place upon CAR the responsibility for maintaining such lawn and landscaped areas. Such standard Lawn Care Agreement may require the Owner to be bound by such Agreement for a stated minimum time and may contain other terms and conditions deemed necessary or appropriate by the Board of Trustees of CAR. The direct and indirect cost to CAR of such lawn and landscaping maintenance for any Lot covered by such a Lawn Care Agreement shall be assessed against that Lot and its Owner as a Special Individual Lot Assessment.

RESTRICTED COMMON AREA

Section 5.1. Conveyance to Corporation. The Participating Builder or Developer who holds title to any Restricted Common Area shall convey title to that Area to the Corporation as soon as reasonably possible after such Area has been created and made subject to this Supplemental Declaration. The conveyance shall be by a good and sufficient deed of general warranty so as to convey merchantable title free and clear of all liens and encumbrances and rights to take same, excepting the lien of real estate taxes and assessments due and payable for the first time in June or December (whichever first occurs) after the conveyance and thereafter, and excepting all terms and provision of the Declaration and this Supplemental Declaration.

Section 5.2. Owners' Right to Use and Enjoy. Each Owner shall have a right to use and enjoy all Restricted Common Area (except any such Area specified as being reserved for part and not all of the Lots and attached dwellings in The Dell at The Ridge) which right shall be appurtenant to and shall pass to each succeeding Owner with title to Lot without necessity of such right being mentioned in the conveyance, subject to all zoning controls, easements and restrictions of record including those imposed by this Supplemental Declaration. As to any Restricted Common Area limited to and for some, but not all, of the Lots and attached dwellings, the right to use and enjoy shall be appurtenant to and shall pass with title to those Lots in this same manner.

Section 5.3. Delegation of Use Rights. Any Owner may delegate the right of use and enjoyment of any Restricted Common Area to persons residing on the Owner's Lot and to the guests of the Owner and such residents; persons who hold such a delegated right of use and enjoyment shall be subject to the same zoning controls, easements, restrictions, rules and regulations as are referred to above in this Chapter.

Section 5.4. No Mortgage or Sale of the Restricted Common Area. The Corporation shall not have the power or authority to mortgage or sell any portion or all of any Restricted Common Area.

Section 5.5. Easements for Utilities; Dedication of Streets. Notwithstanding the rights of Owners to use any Restricted Common Area and the restriction against mortgage or sale of any Restricted Common Area, the Corporation shall have full power and authority to grant easements in any Restricted Common Area for utility purposes (including cable television) and to dedicate portions of any Restricted Common Area for use as part of public street rights-of-way.



## CHAPTER VI

### EASEMENTS

Section 6.1. Easement for Maintenance and Repair.  
The Corporation shall have an easement onto, over and through all of the land described in Exhibit A, including each Lot, so as to enable the Corporation to perform its obligations, rights and duties with regard to maintenance and repair of any portion of the land subject to this Supplemental Declaration.

Section 6.2. Easement for Enforcement of this Supplemental Declaration. The Corporation shall have an easement onto, over and through all of the land described in Exhibit A, including each Lot, to enable the Corporation to enforce each and every provision of this Supplemental Declaration.

Section 6.3. Easement for Encroachments. If construction, settlement or shifting of any attached dwellings, accessory structures or improvements included within the property known as The Dell at The Ridge cause any such dwelling, structure or improvement to encroach upon another dwelling, structure or improvement or upon a Lot occupied by another dwelling, structure or improvement, a permanent easement for such encroachment shall exist. A similar easement shall exist in the event any such encroachment occurs upon Common Area or upon Restricted Common Area.

Section 6.4. Application of Easements Created by the Declaration. All easements created by the basic Declaration shall also apply to the real estate which is subject to this Supplemental Declaration, and any easement stated by the basic Declaration to apply to Common Area shall also be deemed to apply to any Restricted Common Area.

## CHAPTER VII

### PARTY WALLS AND PARTY FENCES ✓

Section 7.1 General Rules of Law to Apply. Each wall and fence built as part of the original construction of the attached dwellings on the real estate subject to this Supplemental Declaration and placed on the dividing line between any Lots or between a Lot and Common Area or Restricted Common Area, or used in common with two or more attached dwellings constructed upon said real estate, shall be considered a party wall or party fence.

Each Owner and record title holder of a Lot shall own in severalty as much of each party wall and party fence as stands upon the Lot of that Owner or title holder, subject to an easement of use and enjoyment for the benefit of any other attached dwelling and Lot, Common Area and Restricted Common Area (and the record title holder thereof) who or which holds an ownership interest in, or who makes common use of, such a party wall or party fence.

Each Owner and each record title holder of a Lot has a right to use such a wall or fence for any purpose not inconsistent with its use as a party wall or party fence. To the extent not inconsistent with the provisions of this Chapter and this Supplemental Declaration, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to such party walls and party fences.

Section 7.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall and of a party fence shall be shared by the Owners and record title holders of Lots upon which the wall or fence is located and who make active and/or passive use of the wall or fence in proportion to such use.

Section 7.3 Destruction by Fire or Other Casualty. If a party or party fence is destroyed or damaged by fire or other casualty, it shall be repaired or replaced by the Corporation under the provisions of Chapter VIII of this Supplemental Declaration.

Section 7.4 Weatherproofing. Notwithstanding any other provisions of this Chapter, an Owner or record title holder of a Lot who by any negligent or willful act causes sections of a party wall to become exposed to the weather shall bear the entire cost of furnishing the necessary weatherproofing and other pro-

tection against damage from such exposure to the weather, and also the cost of repairing any such damage.

Section 7.5 Arbitration. In the event of any dispute arising concerning party walls or party fences, the Trustees of the Corporation shall serve as arbitrators and as fact finders, with authority to consult with any persons independently and at any time and with the authority to gather facts and additional information from any sources whatsoever and at any time so as to assist the Trustees as arbitrators in arriving at a decision. By the acceptance of any right, title or interest in or to any Lot, each Owner and each title holder of a Lot agrees to such an arbitration procedure and waives any right of the Owner or title holder to contest the decision of the arbitrators in court and waives any right to by-pass the arbitration proceeding by filing a law suit in any court system. Judgment upon the award rendered by the Trustees as such arbitrators may be entered in any court having jurisdiction thereof. Any decision by the Trustees as arbitrators shall be by majority vote.

*Also see first amendment*INSURANCE, RECONSTRUCTION AND REPAIR

Section 8.1. Liability Insurance. The Corporation shall purchase liability insurance to provide protection against liability for bodily injury (including death) and for injury to or destruction of property arising from or occurring upon, in or about any Restricted Common Area. The insured parties shall include not only the Corporation but also the Board of Trustees and officers of the Corporation, Owners and members of their respective families residing with them on a Lot, and all other persons lawfully holding title to or in possession or control of any Lot. The dollar amount of the insurance policy limits shall be determined by the Board of Trustees of the Corporation. All such liability insurance shall contain, if necessary or appropriate, cross-liability endorsements to cover liabilities of the Owners as a group to any particular Owner. In the event the insurance referred to in this Section shall not cover the amount of any liability loss, for any reason, the amount of the deficit or deficiency shall be a common expense to the Corporation and shall be paid from the Monthly Assessments levied by the Corporation or as a form of Special Assessment levied by Dell Corporation.

It is suggested, but not required, that this insurance purchased by the Corporation be issued by the same insurance company which issues similar insurance to the Association for The Ridge.

Section 8.2. Miscellaneous Insurance Coverage. The Corporation may purchase and maintain such other miscellaneous forms of insurance coverage as the Trustees deem appropriate, in their sole discretion, which insurance may or may not include surety bonds for those persons dealing with funds of the Corporation and Trustees and officers insurance to protect the persons holding such positions from liability arising from their official capacities.

Section 8.3. Fire and Extended Coverage Insurance Purchased by Corporation. The Corporation shall also purchase for the benefit for all Owners and title holders of Lots as insured parties and for the benefit for all mortgagees of record, insurance on all buildings, improvements and structures now or hereafter erected on any Lot or on any Restricted Common Area so as to afford protection against loss or damage by fire and all other hazards covered by a standard extended coverage endorsement, with the amount of such insurance to be determined by the Corporation but to include an agreed amount endorsement each year. This insurance shall provide that the insured shall have no right to contribution from any insurance which may be purchased by any Owner (as referred to in Section 8.5 below), shall require not less than thirty days notice to the Corporation and to the Insurance Trustee prior to cancellation, termination or expiration of the coverage, shall require issuance

*see first amendment*

of certificates of coverage and of mortgagee endorsements, and shall require release by the insurer of all rights of subrogation or assignment and all rights of recovery against any Owner, member of the family or tenants of such an Owner, and any other person lawfully holding title to or residing in one of the attached dwellings known as The Dell at The Ridge.

Section 8.4. Insurance Trustee as Beneficiary. All fire and extended coverage policies purchased by the Corporation shall provide that the proceeds are to be paid to a named bank having trust powers, as trustee for the benefit of mortgagees of record and for the benefit of all other insured parties. This bank trustee, sometimes referred to as the Insurance Trustee, shall be selected by the Corporation and shall maintain its principal office in Montgomery County, Ohio. The Insurance Trustee shall not be liable for the payment of premiums, for the renewal or sufficiency of insurance coverage, for the form or contents of the policies, or for the failure to collect any insurance proceeds. The Corporation, within ten days after receiving notice of cancellation, termination or expiration of the insurance coverage, shall give similar notice to all mortgagees of record. All such insurance policies and endorsements shall be deposited with the Insurance Trustee which shall hold them subject to the provisions of this Declaration and to the provisions of any insurance trust agreement entered into between that Insurance Trustee and this Corporation.

Section 8.5. Liability, Fire and Extended Coverage Insurance Purchased by Lot Owners. Each Owner and title holder of a Lot may, at his own expense, obtain insurance protection against liability for personal injury or property damage arising from or relating to the use and occupancy of his Lot. Each Owner and title holder may also obtain at his own expense individual fire and extended coverage contents or personal property insurance protection as to all items of personal property within the attached dwelling upon his Lot. This insurance coverage described in this section of the Supplemental Declaration will not be purchased by the Corporation.

Section 8.6. Responsibility of Corporation for Reconstruction and Repair. Any damage to or destruction of all or any part of an attached dwelling or other physical improvement located on one of the Lots or upon any Restricted Common Area shall be repaired and restored by the Corporation. The costs of such repairs and restorations shall be paid from the proceeds of any insurance payable by reason of such damage or destruction; if the proceeds of such insurance are not sufficient to defray such costs a Dell Individual Lot Assessment shall be levied against the any Lot on which an attached dwelling is being repaired and restored in an amount sufficient to pay the excess costs of repair and restoration for that Lot over that Lot's proportionate share of insurance proceeds available.

Section 8.7. Estimates and Bids. As soon as possible after damage or destruction has occurred to an attached dwelling or other improvement, the Corporation shall obtain reliable and detailed estimates of the cost to repair and restore the damage or destruction, and to the extent deemed appropriate by the Corporation shall obtain competitive bids for the work of restoration and repair.

Section 8.8. Disbursement of Insurance Proceeds. The portion of insurance proceeds representing the cost of repair, and restoration shall be disbursed by the Insurance Trustee as directed by the Corporation and in any event solely for the expense of such restoration and repair. The Insurance Trustee shall not be required to determine whether or not a disbursement is to be made, the identity of the payee, the time of the payment or the amount to be paid, but may rely on a certificate of the Corporation stating such information. In preparing such certificates, however, the Corporation shall certify that it has complied with the disbursement requirements of Ohio statutes so as to obtain maximum protection against mechanic's liens, and the Trustee shall not make any disbursement if such a certificate is not delivered to it.

Section 8.9. Delegation to Corporation. Each insured party shall be deemed to have delegated to the Corporation his right to adjust with insurance companies all losses under insurance coverage purchased by the Corporation.

Section 8.10. Fees and Expenses of Insurance Trustee. The fees and expenses of the Trustee shall be paid by the Corporation and shall constitute a common expense to be paid from monthly assessments levied by Dell Corporation, except that any extraordinary fees and expenses of the Trustee which arise from or in connection with the loss under the insurance coverage and subsequent activity of the Trustee in disbursing funds shall be assessed by the Corporation against all Owners as a special assessment applicable to The Dell at The Ridge and shall not require a vote of the Members of the Corporation, anything to the contrary in this Supplemental Declaration notwithstanding.

Section 8.11. Lapse of Insurance Coverage. If the required insurance coverage ceases to exist for any reason whatsoever, any mortgagee of any Lot improved by an attached dwelling which is part of The Dell at The Ridge may remedy that lack of insurance by purchasing an insurance policy or policies to supplement the insurance coverage. The funds so advanced by a mortgagee shall be due and payable to it by the Corporation immediately. The repayment of said obligation shall be secured by a special assessment against all Owners and title holders of a Lot, but shall not require a vote of the Members of the Corporation, anything to the contrary in this Supplemental Declaration notwithstanding.

## CHAPTER IX

### ASSESSMENTS

Section 9.1. Obligation of Owners and Title Holders of Lots to Pay Three Types of Assessments. The Participating Builder, as the original title holder of all the Lots subject to this Supplemental Declaration, hereby covenants and agrees to pay for each Lot it owns, and each subsequent title holder and each Owner which or who holds title to any Lot shall be deemed to covenant and agree to pay (by acceptance of any right, title or interest in or to the Lot, whether or not it shall be so expressed in the instrument of conveyance, in the Will, or in the other document granting such right, title or interest) for each Lot owned, the following three types of assessments: (a) General Assessments for maintenance and operation of the Corporation, hereinafter sometimes referred to as Monthly Assessments, (b) Special Assessments, and (c) Dell Individual Lot Assessments.

Section 9.2. Purpose of Monthly Assessments. Monthly Assessments levied under this Supplemental Declaration shall be used exclusively to promote the recreation, health, safety and welfare of Owners, and of title holders of any Lot, and of the residents in The Dell at The Ridge and in particular for the maintenance and repair of the attached dwellings and other improvements that Dell Corporation is obligated to maintain and repair, for the maintenance and improvement of any Restricted Common Area, for the payment of real estate taxes and assessments on any Restricted Common Area, costs of insurance purchased by the Corporation, costs of operation, management and administration of the Corporation (including without limitation accounting and legal services), and for creation of reserve accounts to ensure availability of funds for any or all such purposes. All such expenditures shall be common expenses.

Section 9.3. Purpose of Special Assessments. In addition to the Monthly Assessments described above, the Corporation may levy Special Assessments from time to time when it is necessary or appropriate, as determined by the Trustees (and approved by vote or written consent of Members as provided below), to obtain funds for the Corporation more rapidly than would be the case through collection of such funds over a number of months as part of the Monthly Assessments. Such Special Assessments may be levied for any of the same purposes described with regard to Monthly Assessments and also for any other purposes for which the Corporation is authorized to expend funds under this Supplemental Declaration, the Articles of Incorporation or the By-Laws of Dell Corporation. Such Special Assessments may be levied only upon the affirmative vote or writ-

with consent of sixty percent of the voting power of the Members of the Corporation, and the due dates and installment amounts applicable to any such Special Assessments shall also be authorized or ratified by such a vote or written consent of such Members.

Section 9.4. Purpose of Dell Individual Lot Assessments. In addition to the Monthly Assessments as described above, the Corporation may levy a Dell Individual Lot Assessment against any Lot and the Owner or the title holder thereof for the purpose of paying the expenses of maintenance and/or repair for which that Lot and the Owner or title holder thereof are responsible under the provision of Chapter Four, above, dealing with Maintenance. In addition, such Dell Individual Lot Assessments may be levied against any Lot and the Owner or title holder thereof for any other purposes authorized by this Supplemental Declaration.

Section 9.5. Preparation of Estimated Budget. At least one time before or during every fiscal year of the Corporation, the total dollar amount necessary to pay those common expenses to be met by the Monthly Assessments shall be estimated by the Corporation. Such estimate may be revised from time to time for and/or during any such fiscal year and the dollar estimate changed as the Corporation deems necessary and appropriate. Such total dollar estimates shall be referred to as the Estimated Budget for Monthly Assessments, and said Estimated Budget shall be revised to reflect actual costs when such costs become known or reasonably may be anticipated.

Section 9.6. Estimated Budget Amount Divided into Equal Shares. After completion of the Estimated Budget for Monthly Assessments, the Corporation shall divide the total budgeted amount into as many equal shares as there are Lots subject to this Supplemental Declaration, and each Lot shall be assessed one such equal share. During the construction period, however, this equal share procedure shall not be followed. Instead, any Lot on which an attached dwelling is not completed shall be assessed only such part of the Estimated Budget as represents expenses actually pertaining to that Lot. This reduced rate of assessments shall terminate six months after the first recorded conveyance to an Owner of another Lot, with an attached dwelling on it, which dwelling is part of the same multi-dwelling building as the uncompleted attached dwelling which has been receiving the benefit of lower assessments.

Each such Monthly Assessment share ordinarily shall be payable in as many equal monthly installments as there are remaining calendar months in the fiscal year of the Corporation (and such fiscal year shall always terminate on the final day of some calendar month). In special circumstances, however, there may be a need for the Corporation to receive the assessment funds sooner than would be the case if the assessments were payable in equal monthly installments over the rest of the fiscal year. In such event the Corporation shall have authority to make assessments for any particular month(s) larger than assessments for other months so as to meet the special financial need, but no such Monthly Assessment may exceed twice the amount which would have been payable if the installments were all equal.



Notice of the Estimated Budget for Monthly Assessments, of the amount of the equal share allocated to each Lot, and of the amount of the Monthly Installments in which those equal shares are to be paid, shall be given to each Owner and to each title holder of a Lot as a Registered Notice, at the time the Estimated Budget is prepared and is divided into shares, and shall also be made available for inspection by any such Owner and title holder during reasonable hours at the location where the Corporation transacts its business or in the office of the statutory agent of the Corporation.

Section 9.7. Notice of Levying of Assessments.

Through the giving of the Registered Notice referred to in Section 9.5 above, the Corporation shall be deemed to have levied the Monthly Assessments described above. Dell Individual Lot Assessments shall be deemed to have been levied after approval by the Corporation and at such times as notice has been given of the dollar amount and any installment payments and due dates of such assessments to each Owner or title holder of the subject Lot as a Registered Notice, and also made available for inspection in the same manner and location as described above in Section 9.5. Special Assessments levied after affirmative vote or written consent of sixty percent of the voting power of the Members of the Corporation shall require similar Registered Notice and availability for inspection before becoming effective.

Section 9.8. Date of Commencement of Assessments.

Monthly Assessments shall be levied and Dell Individual Lot Assessments may be levied commencing on the first day of the second calendar month following the conveyance of the first Lot to an Owner. No Special Assessments may be levied until at least ten of the attached dwellings and Lots have been conveyed to Owners.

Section 9.9. Due Dates for Assessments; Acceleration Provisions. The Monthly Assessment amounts to be paid with regard to each Lot shall be due and payable in advance to the Corporation on or before the first day of each calendar month, and Dell Individual Lot Assessments shall be due and payable at such times and in a lump sum or in installments as may be provided in the written notice of such assessments referred to in Section 9.6 above. If any Monthly Assessment or any installment of a Special Assessment or a Dell Individual Lot Assessment for any Lot is not paid in full within forty-five days after its due date (together with any Late Charges which may have become due after that due date by virtue of the following Section of this Supplemental Declaration), the Corporation may, at its option, declare the due dates of any remaining installments of such Assessments (with regard to that particular Lot) to be accelerated, so that such remaining assessments or installments

for said Lot shall be deemed to be due and payable immediately in a lump sum.

Section 9.10. Late Charges. A ten dollar late charge shall be added to and become a part of any installment of a Monthly Assessment, Special Assessment or Dell Individual Lot Assessment not paid to and received by the Corporation within fifteen calendar days after the date such installment is due. An additional ten dollar late charge shall be added to and become a part of any such assessment installment not paid to and received by the Corporation within thirty calendar days after the date such installment is due. In addition, a final late charge of an additional fifteen dollars shall be added to and become a part of any such assessment installment not paid to and received by the Corporation within forty-five days after the date said installment was due. The fact that any late charge (as opposed to the assessment itself) is not paid within forty-five days after the initial due date of the assessment installment shall be deemed failure to pay that assessment installment in full when due, so as to bring into operation the acceleration option of the Association described in Section 9.9.

Section 9.11. Failure to Prepare Estimated Budget, Failure to Receive Notice. Any failure or delay of the Corporation in preparing the Estimated Budget of Monthly Assessments and/or the failure of any Owner or title holder to receive the written notification of any assessments or of such Estimated Budget (provided the Corporation follows the notification procedures set forth above) shall not constitute a waiver or release in any manner of the obligation of each Owner to pay his, her or its share of such assessments. If no Estimated Budget is prepared for a new fiscal year and if no amount of Monthly Assessment is determined or set by the Corporation for such fiscal year, or if the Corporation has failed to give notification of a revised Estimated Budget and of revised Monthly Assessment amounts in the manner required above, each Owner and title holder of any Lot shall be obligated to pay Monthly Assessments for the new fiscal year at the last rate, level or amount of Monthly Assessments established for the previous fiscal year (until the Association revises the Budget and sets new Monthly Assessment amounts).

Section 9.12. Lien for Assessments. The Corporation shall have a lien upon each Lot to secure payment of all assessments levied against such Lot, to secure late charges regarding such assessments, and also to secure repayment to the Corporation of expenses of reasonable legal fees and court costs incurred by the Corporation in attempting to collect such assessments. The lien for assessments and such expenses shall commence and run from the time at which a written certificate

describing the lien is recorded in the manner provided in Section 9.13 immediately below in this Supplemental Declaration.

Section 9.13. Procedure in Filing Certificate for Lien. At any time an assessment remains unpaid for fifteen days after the same has become due and payable, the Corporation shall have the right and option to record a Certificate of Lien to establish and evidence against any particular Lot(s) the lien rights described in Section 9.12 above. Each such Certificate of Lien shall be recorded in the office of the Recorder of Montgomery County and shall contain a legal and sufficient description of the subject Lot(s), the name of the Owner or record title holder, the amount of unpaid assessments and any late charges, and an explanation that the lien also secures payment of expenses of reasonable legal fees and court costs which have been and may later be incurred by the Corporation in attempting to collect the unpaid assessment (through enforcement of the lien or otherwise).

Section 9.14. Period of Time for Which Assessment Lien is Valid. The lien provided for in the two preceding sections of this Supplemental Declaration shall remain valid for a period of ten years from its recording unless sooner released or satisfied (in the same manner provided by law in Ohio for the release or satisfaction of mortgages on real property) or until discharged through the Arbitration procedure described in Chapter Ten of this Supplemental Declaration.

Section 9.15. Personal Liability for Assessments. Each Owner, and each title holder of any Lot, shall be liable personally, jointly and severally for all assessments levied by the Corporation against the Lot(s) owned by such Owner or record title holder during the period of time the Owner held record title ownership to such Lot(s).

Section 9.16. No Exemption from Assessments. No Owner or title holder may exempt itself, himself or herself from liability for payment of the assessments and other obligations described in this Supplemental Declaration by waiver of the right to use any Restricted Common Area, by non-use or assignment of such right, or by abandonment of its, his or her Lot(s), or by any other method.

Section 9.17. Liability for Assessments Upon Voluntary Transfers of Title. If an interest in the record title of a Lot is voluntarily conveyed or voluntarily transferred at a time when assessments have been levied against such Lot but are still unpaid, the personal obligation to pay such assessment shall

immediately extend to and include the new Owner or new holder of that title interest, and such new Owner or title holder shall be jointly and severally liable to the Corporation for all such unpaid assessments, together with any Owner or title holder who, under Section 9.15 above, was liable personally for the payment of such assessments prior to the transfer or conveyance of title. The existence of such joint and several liability shall not prejudice the new Owner's or title holder's rights, if any, under the contract or other arrangement through which the ownership interest was acquired, to recover from the previous Owner or title holder any amounts of previously existing and unpaid assessments which the new Owner or title holder is required to pay to the Corporation. This personal liability for previously existing and unpaid assessments shall be deemed to apply to any such new Owner or title holder whether or not it is set forth in the instrument of conveyance as an assumption of liability, and in any event no assumption of such liability by the new Owner or title holder shall release any previous Owner or title holder who was liable personally for the payment of such assessments from his, her or its liability to the Corporation for such payment.

Section 9.18. Certification of Unpaid Assessment Amounts. The Corporation shall furnish to any person or organization holding or seeking to acquire an interest in a Lot, upon demand and for a reasonable charge, a certificate as to whether or not the assessments against that Lot have been paid, the amount and due dates of unpaid assessments, the time period for which such assessments are due, and the amount of any late charges. Regardless of the provisions of Section 9.16 immediately above, no new Owner or title holder who obtains such a certificate shall be liable for previously existing and unpaid assessments in excess of the amount set forth in such certificate (for the period reflected in such certificate), nor shall the ownership interest received by such new Owner or title holder be subject to a lien for any such excess amount of assessments.

Section 9.19. Notice of Unpaid Assessments. If an assessment against any Lot is delinquent for over thirty days, the Corporation shall have the right and option to give notice of that fact to any mortgagees of such Lot, and if the delinquency continues to exist after sixty days the Corporation shall have the right and option to notify all Members of the delinquency (including identification of the Lot, of the Owner or title holder of that Lot who has failed to pay the assessment when due, and of the amount of the unpaid assessment) and the Corporation may also post such notice of delinquency on any Restricted Common Area.

Section 9.20. Non-Liability of Foreclosure Sale Purchaser, or a Transferee Who Receives Title in Lieu of

Foreclosure, for Past Due Assessments. Notwithstanding the provisions of Section 9.17 above, any new Owner or title holder who acquires an ownership interest to a Lot as a result of a foreclosure sale or by a deed in lieu of foreclosure, together with the successors and assigns of such new Owners, shall not be liable personally for any unpaid assessments against the Lot in question which become due prior to the foreclosure sale or prior to the deed in lieu of the foreclosure.

Section 9.21. Right of the Corporation to Re-Assess Unpaid Assessments as Common Expenses. After any assessment has remained delinquent for ninety days, the Corporation shall have the right to include the unpaid amount in a revised Budget so as to increase Monthly Assessments to all Lots. No such action, however, shall have the effect of discharging any personal liability or lien security otherwise created by this Supplemental Declaration with regard to such unpaid assessments.

Section 9.22. Subordination of the Assessment Lien to Mortgages and Real Estate Taxes. The assessment lien provided for in Sections 9.12 and 9.13 above shall take priority over any lien or encumbrance subsequently arising or created except liens for real estate taxes and assessments and first mortgage liens which have been filed for record (and except for any other statutory liens which, under provisions of the Revised Code of Ohio, may be granted a priority which antedates the filing of such assessment liens).

Section 9.23. Collection of Assessments, Enforcement of Lien. The Corporation may bring an action at law against any person or entity who is obligated personally to pay assessments for the purpose of collecting such assessments together with late charges. In addition, the Corporation may file a lawsuit to foreclose the assessment lien in the same manner as a mortgage on real property is foreclosed in Ohio. In any such foreclosure action the Owner or title holder shall be required to pay a reasonable rental for the lot (as it may have been improved) during the time the foreclosure action remains pending, and the Corporation as plaintiff in such action shall be entitled to the appointment of a receiver to collect such rent. In any such action at law for collection of unpaid assessments and/or in any such lawsuit which seeks to foreclose an assessment lien, expenses incurred by the Corporation including without limitation reasonable legal fees and court costs shall be added to the amount of any judgment and in any such foreclosure action the Corporation shall be entitled to become a purchaser at the foreclosure sale.

Section 9.24. Restricted Common Area Exempt From Assessments. All Restricted Common Area of The Dell at The Ridge shall be exempt from the assessments and assessment liens authorized by this Supplemental Declaration.

## CHAPTER X

### OBSOLESCENCE AND REHABILITATION

Section 10.1 Decision by Members. The Members may decide, by the affirmative vote or written consent of those Members entitled to exercise not less than two-thirds of the voting power of all Members, that the attached dwellings, structures and improvements on the real estate subject to this Supplemental Decalartion are obsolete and/or in need of rehabilitation in whole or in part.

Section 10.2 Rehabilitation Procedure. In the event of such a vote or written consent, the Trustees of the Corporation shall proceed with such rehabilitation and the costs thereof shall be levied against each Lot upon which such rehabilitation work is performed, on the basis of the proportion of the rehabilitation work on such Lot in comparison to the rehabilitation work on all Lots subject to this Supplemental Declaration, as a Dell Individual Lot Assessment under Chapter IX above.

## CHAPTER XI

### GENERAL CONDITIONS

Section 11.1 Costs of Enforcement. Any and all costs of enforcement by the Corporation of provisions of this Supplemental Declaration, through arbitration or court action, including reasonable fees of attorneys and court costs, shall constitute an assessment against the Lot owned or occupied by the person or persons against whom such enforcement is sought, and this type of assessment shall constitute a form of the Dell Individual Lot Assessment referred to in Chapter IX above.

Section 11.2 Right of First Mortgagees to Examine Corporation Records. Every First Mortgagee of a Lot, as defined in the basic Declaration, shall have the right to examine the books and records of the Corporation at reasonable times, upon reasonable notice, and at the place where such documents are maintained by the Corporation.

Section 11.3 No Waiver or Estoppel. Failure by the Corporation, the Developer, any Participating Builder, or by any title holder of a Lot or any Owner to attempt to enforce any covenant, restriction, condition, obligation, easement, reservation, right to lien or other provision of this Supplemental Declaration shall in no event be deemed a waiver or estoppel of the right to enforce at a later date the matter or provision of such documents against the original violation or any subsequent violation, nor shall the doctrine of laches bar any such enforcement at a later date.

Section 11.4 Provisions of Declaration Relating to the Founding Documents. All provisions of the Declaration relating to the Founding Documents (as defined in that Declaration) shall be deemed to apply to this Supplemental Declaration since it constitutes one of those Founding Documents.

Section 11.5 Amendment of Supplemental Declaration. Amendments of this Supplemental Declaration may be made in the manner provided or referred to in Section 14.11 of the original Declaration, as amended, with regard to amendments of the Founding Documents. In addition, amendments of this Supplemental Declaration may also be made as set forth below:

- (a) By the Developer. Amendments may be made by the Developer (without the necessity of consent, vote, approval or signature by any Participating Builder or by any Owner or title holder of a Lot) to the extent such

amendments are necessary or appropriate to qualify the attached dwellings and lots subject to this Supplemental Declaration for the granting of mortgage loans by any state or federal bank or savings and loan association doing business in Montgomery County, Ohio, including but not limited to compliance with secondary mortgage market requirements if such banks or associations wish to comply with them.

(b) Seventy Percent of a Quorum. Amendments may be made by the voted assent of seventy percent of those Members present in person or by proxy at a meeting of Members (where a quorum exists) which meeting is called, inter alia, to consider and act on such amendments. Amendments adopted by such a vote shall be placed in writing, signed and acknowledged by the President (or Vice President) and Secretary (or Treasurer, Assistant Secretary or Assistant Treasurer) of the Corporation who shall certify that such a vote occurred; the written amendments shall then be filed for record with the Recorder of Montgomery County, Ohio. There is no requirement that amendments adopted in this manner need be signed by Members voting in favor thereof.

(c) Seventy Percent of All Members. Amendments may also be made to this Supplemental Declaration upon the written assent of seventy percent of the total voting power of all Members of the Corporation, without necessity of any meeting of those Members, by persons holding such voting power signing and acknowledging written amendments which are subsequently filed for record with the Recorder of Montgomery County, Ohio.

At any time and from time to time this Supplemental Declaration and any amendments thereto may be consolidated into an Amended Supplemental Declaration which itself effects no revisions (other than page numbers, typographical errors, and the Table of Contents) but merely assembles all original and amended language of the Supplemental Declaration into one complete document. Such a consolidation needs no percentage vote or percentage of written approval of Members, but may simply be signed, acknowledged and filed for record with the Recorder by either the Developer or by the Corporation itself.

Section 11.6. Real Property Taxation. Each Lot shall be deemed to be a separate parcel for all purposes of taxation and assessment of real property, and no other Lot shall be charged with the payment of such taxes and assessments. Taxes on any Restricted Common Area shall be paid by the Corporation and the expense thereof shall be part of assessments levied by the Corporation.



IN WITNESS WHEREOF, the Supplemental Declaration has been executed by the Developer and also by the Participating Builder (as the fee simple titleholder of all of the real estate described in Exhibit A) through the duly authorized officers of each corporation on the 1<sup>st</sup> day of October, 1980, to be binding upon and to inure to the benefit the Developer, the Participating Builder (as the owner of said real estate) and the successors and assigns of each, and upon all future owners of any interest in said real estate.

Signed and Acknowledged  
in the Presence of:

Enterprise Service Corporation  
of Dayton:

Maureen P. Brown  
Witness

By Ronald C. Hertlein  
Ronald C. Hertlein, President

James R. Gault  
Witness

By Eugene C. Dever  
Eugene C. Dever, Secretary

Richard L. Sprunt  
Witness

John E. Duckro, Inc.  
By John E. Duckro, Sr.  
John E. Duckro, Sr., President

Richard L. Sprunt  
Witness

State of Ohio                      SS:  
County of Montgomery

Before me, a notary public in and for said county and state, personally appeared the above-named Enterprise Service Corporation of Dayton, an Ohio corporation by Ronald C. Hertlein, its President, and by Eugene C. Dever, its Secretary, who jointly and severally acknowledged that they did execute the foregoing Supplemental Declaration for and on behalf of said Ohio corporation and by authority of its Board of Directors and that the same is the free act and deed of said corporation and of themselves individually and as such officers for the uses and purposes therein mentioned.

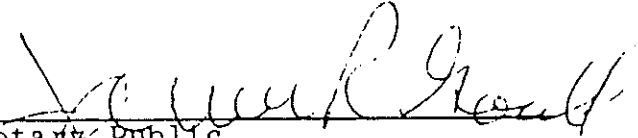
EXHIBIT A

Situated in the City of Kettering, County of Montgomery and State of Ohio and being Lot 24 of the real estate subdivision known as The Ridge, the plat of which is recorded in Plat Book 109 at Page 5 of the records of such instruments maintained by the Recorder of Montgomery County, Ohio.

Subject to all conditions, limitations, restrictions and easements of record, to all legal highways, and to all provisions of the Declaration of Covenants, Conditions and Restrictions applicable to The Ridge, as that Declaration may be amended from time to time.

(It is anticipated that this Lot 24 will be replatted into Lots 27, 28, 29, 30 and 31 at some later date.)

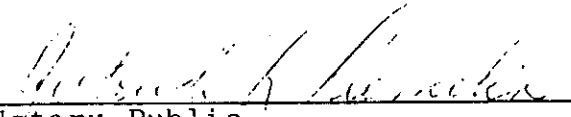
IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal in Montgomery County, Ohio, this 16th day of October, 1980.

  
Notary Public

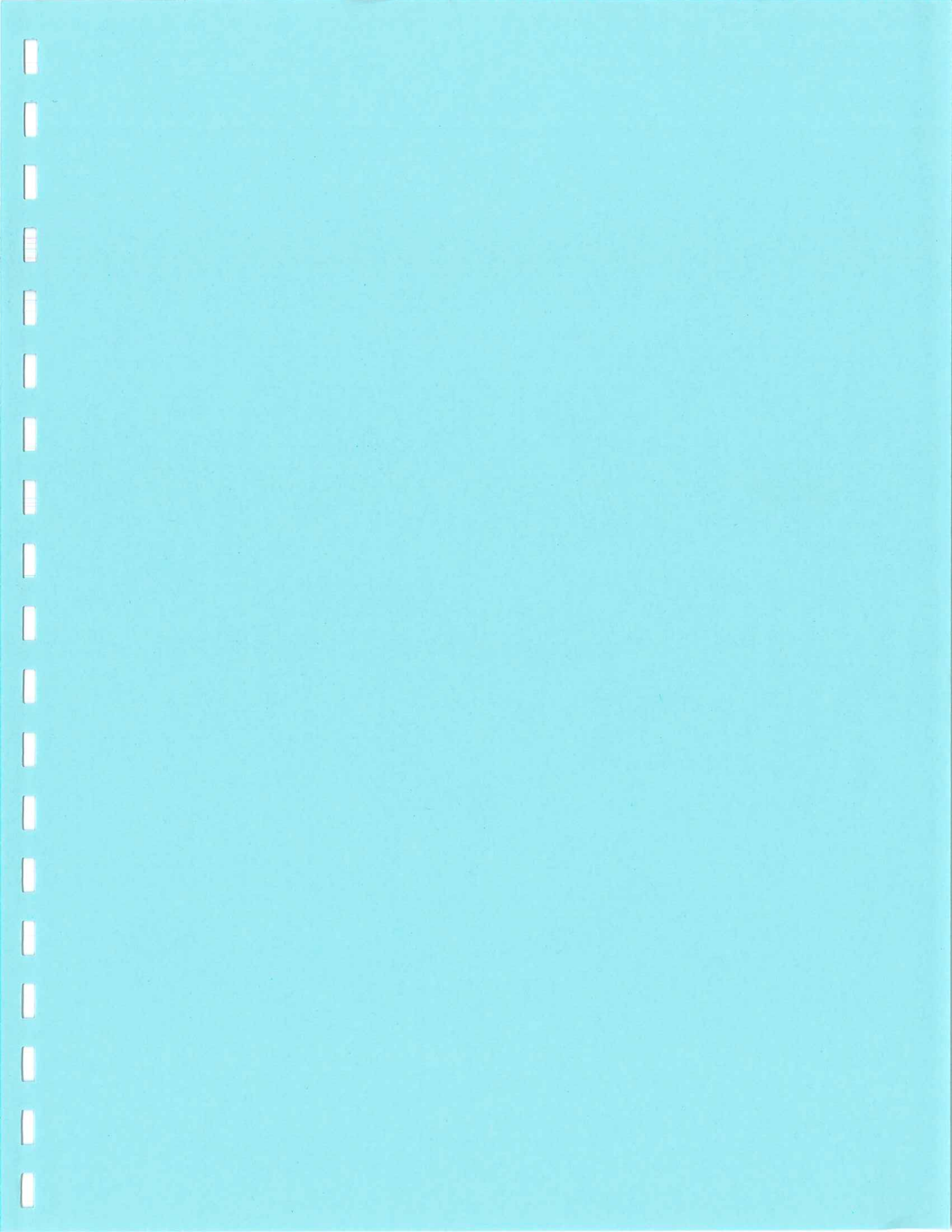
State of Ohio                      SS:  
County of Montgomery

Before me, a notary public in and for said county and state, personally appeared the above-named John E. Duckro, Inc. an Ohio corporation by John E. Duckro, Sr., its President, who acknowledged that he did execute the foregoing Supplemental Declaration for and on behalf of said Ohio corporation and by authority of its Board of Directors, without the necessity of counter-signature by any other officer, and that the same is the free act and deed of said corporation and of himself individually and as such officer for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal in Montgomery County, Ohio, this 17th day of October, 1980.

  
Notary Public

GERTRUDE R. REEMELIN, Notary Public  
In and for Montgomery and Warren Counties, Ohio  
My Commission Expires June 4, 1984



FIRST AMENDMENT

to the Supplemental Declaration which Established

THE DELL AT THE RIDGE

This First Amendment is made and entered into for the purpose of amending the Supplemental Declaration which established certain covenants, conditions and restrictions applicable to the Attached Single Family portion of the planned unit residential development known as The Ridge, said Attached Single Family portion being known as The Dell at the Ridge.

The provisions of that Supplemental Declaration, and of this amendment to it, will be included as plat restrictions on those Lots in The Ridge that are to be used for the Attached Single Family Dwellings in The Dell at The Ridge.

(A) Previous Recording Information. The various documents pertaining to The Ridge and The Dell at the Ridge have been filed and recorded as follows:

<u>Item Filed/Recorded</u>	<u>Date</u>	<u>Microfiche or Secretary of State Records</u>	<u>Plat Book and Page</u>
Articles of Incorporation of Community Association of The Ridge	10/9/79	Corp No. 543234 Roll E662, Frame 1074	

Declaration for The Ridge plus Exhibits of the Articles of Incorporation and By-Laws of the Community Association of The Ridge	10/10/79	79-542A01	
Original plat of <u>The Ridge</u> (which included as plat restrictions the provisions of the Declaration and other documents referred to above	10/11/79		Book 109, Page 5
Supplemental Declaration for <u>The Dell at The Ridge</u> , plus Exhibits of the Articles of Incorporation and By-Laws of Dell Corporation	10/17/80	80-466A01	
Articles of Incorporation of Dell Corporation	10/17/80	562960 Roll E822 Frame 1637	
First Amendment to the Declaration for <u>The Ridge</u>	10/29/80	80-485D04	
Replat of Lot 24 of <u>The Ridge</u> into Lots to be used for attached dwellings in <u>The Dell at The Ridge</u>	10/29/80		Book 111, Page 42

(B) Purpose of this First Amendment to the Supplemental Declaration. This First Amendment to the Supplemental Declaration for The Dell at The Ridge does not add any additional land, but instead simply places into written form certain revisions to and refinements of the language of the previously recorded Supplemental Declaration.

(C) Compliance with Supplemental Declaration as to Method of Amending. This First Amendment to the Supplemental Declaration for The Dell at The Ridge is executed under the provisions of Section 11.5 on pages 32-33 of the Supplemental Declaration which provides that amendments to the Supplemental Declaration may be made upon the written assent of seventy percent of the total voting power of all Members of Dell Corporation (this being one method available to use in making amendments). As of the date of this First Amendment to the Supplemental Declaration, there are only two Members of Dell Corporation. Only one Lot in The Dell at The Ridge has been conveyed by John E. Duckro, Inc., the Participating Builder presently constructing the Attached Single Family Dwellings in The Dell at The Ridge, and that Lot was conveyed to Norman L. and Violet F. Gebhart, husband and wife. Mr. and Mrs. Gebhart, as the Owners of that Lot, are the only Members of Dell Corporation; and as such Owner-Members they have executed this First Amendment to the Supplemental Declaration.

(D) Real Estate Affected by this First Amendment. The real estate subject to this First Amendment is described in Exhibit A attached hereto and made a part hereof.

(E) Insurance Coverage to be Purchased by Dell Corporation on Buildings. Section 8.3 on pages 21-22 of the

Supplemental Declaration is hereby amended to expand the type of insurance coverage to be purchased by Dell Corporation on the buildings, and to clarify what aspects of the buildings are covered by the expanded insurance. As amended, Section 8.3 will read as set forth below. [To make it easier to compare the former language with the amended language, new words are set forth in CAPITAL LETTERS and words deleted are typed with dashes through them (~~words deleted~~)].

"Section 8.3. ALL RISK (~~Fire and Extended Coverage~~) Insurance TO BE Purchased By DELL Corporation ON BUILDINGS. The Corporation shall also purchase, for the benefit for all Owners and title holders of Lots as insured parties and for the benefit for all mortgagees of record, insurance on all buildings, improvements and structures now or hereafter erected on any Lot or on any Restricted Common Area so as to afford protection against ALL RISK OF loss or damage (~~by fire and all other hazards covered by a standard extended coverage endorsement~~) TO THE BUILDINGS, IMPROVEMENTS AND STRUCTURES, with the amount of such insurance to be (~~determined by the Corporation but~~) 100% OF THE REPLACEMENT VALUE AND to include an agreed amount endorsement each year. This insurance shall provide that the insured shall have no right to contribution from any insurance which may be purchased by any Owner (as referred to in Section 8.5 below), shall require not less than (~~thirty~~) SIXTY days notice to the Corporation and to the Insurance Trustee prior to cancellation, termination or expiration of the coverage, shall require issuance of certificates of coverage and of mortgagee endorsements, and shall require release by the insurer of all rights of subrogation or assignment and all rights of recovery against any Owner, member of the family or tenants of such an Owner, and any other person lawfully holding title to or residing in one of the attached dwellings known as The Dell at The Ridge. THE INSURANCE PURCHASED BY DELL CORPORATION UNDER THIS SECTION 8.3, EVEN THOUGH DESCRIBED AS COVERING "ALL RISK OF LOSS", SHALL BE SUBJECT TO STANDARD POLICY EXCLUSIONS



APPLICABLE TO SUCH INSURANCE. THOSE EXCLUSIONS WILL ELIMINATE INSURANCE COVERAGE OF LOSS CAUSED DIRECTLY OR INDIRECTLY BY WAR RISK AND GOVERNMENTAL ACTION, NUCLEAR REACTION OR RADIATION, FLOOD, EARTH MOVEMENT, THEFT, MYSTERIOUS DISAPPEARANCE AND OTHER MISCELLANEOUS CAUSES. FURTHER, THIS INSURANCE COVERAGE SHALL INCLUDE, AS PART OF THE BUILDINGS, ALL APPLIANCES, WHETHER FREE-STANDING OR AFFIXED TO THE PREMISES, THAT WERE ORIGINALLY INSTALLED IN THE UNIT BY THE DATE OF THE FIRST RESIDENTIAL OCCUPANCY, TOGETHER WITH ALL SUCH APPLIANCES NOT THEN INSTALLED BUT WHICH HAD BEEN CONTRACTED FOR AT THAT DATE, WHETHER SUCH APPLIANCES WERE FURNISHED BY THE PARTICIPATING BUILDER OR BY THE OWNER (AND SHALL ALSO INCLUDE REPLACEMENT OF SUCH APPLIANCES). FURTHER, THIS INSURANCE SHALL INCLUDE, AS PART OF THE BUILDINGS, THE LOWEST LEVEL OF FINISHED FLOOR COVERING: FOR EXAMPLE, CARPET, TILE OR PARQUET SURFACING INSTALLED OVER UNFINISHED SUB-FLOORING. THE INSURANCE PURCHASED BY DELL CORPORATION UNDER THIS SECTION 8.3 SHALL NOT INCLUDE FLOOR COVERINGS OF ANY NATURE WHICH ARE INSTALLED OR PLACED ON TOP OF SUCH LOWEST LEVEL OF FINISHED FLOOR COVERING, SHALL NOT INCLUDE ANY INDIVIDUALLY OWNED SWIMMING POOL OR RELATED EQUIPMENT, AND SHALL NOT INCLUDE IMPROVEMENTS AND BETTERMENTS ADDED TO THE INTERIOR OF ANY RESIDENCE BY OR ON BEHALF OF THE OWNER THEREOF AND NOT ON THE PREMISES (OR CONTRACTED FOR) BY THE DATE OF FIRST OCCUPANCY OF THE RESIDENCE BY ANY OWNER OF TENANT."

(F) Insurance Coverage to be Purchased by Individual Owners. Section 8.5 on page 22 of the Supplemental Declaration is hereby amended to clarify the extent of insurance coverage on the buildings which individual Owners of Lots may obtain on their own behalf. As amended, Section 8.5 will read as set forth below. [To make it easier to compare the former language with the amended language, new words are set forth in CAPITAL LETTERS and words deleted are typed with dashes through them (~~words deleted~~)].

"Section 8.5. Liability (~~Fire and Extended Coverage Insurance Purchased by Lot Owners~~) INSURANCE, AND INSURANCE ON CONTENTS, IMPROVEMENTS AND BETTERMENTS MAY BE PURCHASED BY INDIVIDUAL OWNERS. Each Owner and title holder of a lot HAS THE RIGHT TO PURCHASE (may),

BUT IS NOT OBLIGATED TO DO SO, at his own expense, THE FOLLOWING FORMS OF (~~obtain~~) insurance protection:

(a) against liability for personal injury or property damage arising from or relating to and use and occupancy of his Lot. (~~Each Owner and title holder may also obtain at his own expense individual fire and extended coverage contents or personal property insurance protection as to all items of personal property within the attached dwelling upon his Lot.~~); AND/OR

(b) AGAINST LOSS FROM FIRE, WINDSTORM, VANDALISM, AND ANY OTHER RISKS, TO THE EXTENT SUCH RISKS OR HAPPENINGS CREATE LOSS TO THE FURNITURE, HOUSEHOLD GOODS AND OTHER CONTENTS OF THE RESIDENCE OF THAT OWNER. SUCH INSURANCE MAY ALSO COVER ANY INDIVIDUALLY OWNED SWIMMING POOL OR RELATED EQUIPMENT, AND MAY COVER IMPROVEMENTS AND BETTERMENTS ADDED TO THE INTERIOR OF THE RESIDENCE BY OR ON BEHALF OF THE OWNER, WHICH IMPROVEMENTS OR BETTERMENTS WERE NOT ON THE PREMISES (OR CONTRACTED FOR) BY THE DATE OF FIRST OCCUPANCY OF THE RESIDENCE BY ANY OWNER OR TENANT.

THE (~~This~~) insurance coverage described in this Section 8.5 of the Supplemental Declaration will not be purchased by the Corporation."

(G) Additional Easement to Assist in Moving Heavy or Bulky Objects to and from Certain Lots. A new Section 6.5 is hereby added to the Supplemental Declaration so as to provide an easement across certain Lots for the moving of heavy or bulky objects over those Lots to the rear of nearby Lots. Six of the Lots to be used for attached dwellings in The Dell at The Ridge are situated in such a manner that the only outside access to the rear of those Lots from the adjoining street (Royal Ridge Way, a private street) is, in part, across other Lots within this same development. To provide such access, the following easement for

ingress and egress is hereby added to the Supplemental

Declaration:

"Section 6.5. Easement of Ingress and Egress. An easement of ingress and egress is hereby created over Lots 25 and 26, said easement to be located over a strip of land four feet wide running parallel to and immediately west of the easternmost border of those lots. This easement shall be for the benefit of Lots 24, 25 and 26 so as to permit the moving of heavy or bulky objects to and from those benefited Lots.

An easement of ingress and egress is hereby created over Lots 27, 28, 29 and 30, said easement to be located over a strip of land four feet wide running parallel to and immediately west of the easternmost border of those lots. This easement shall be for the benefit of Lots 28 and 29 so as to permit the moving of heavy or bulky objects to and from those benefited Lots.

An easement of ingress and egress is hereby created over Lots 33 and 34, said easement to be located over a strip of land four feet wide running parallel to and immediately west of the easternmost border of those lots. This easement shall be for the benefit of Lots 32, 33 and 34 so as to permit the moving of heavy or bulky objects to and from those benefited Lots.

(H) Revision of Table of Contents. This First Amendment to the Supplemental Declaration has revised the titles of Sections 8.3 and 8.5 and has added a new Section 6.5. In order to bring the Table of Contents up to date, it is hereby amended to include those new titles and the new Section 6.5.

Signed and acknowledged in the presence of:

NORMAN L. AND VIOLET F. GEBHART

F. Charles Reading  
J. Paul Reading

Norman L. Gebhart  
Norman L. Gebhart  
Violet F. Gebhart  
Violet F. Gebhart

State of Ohio, County of Montgomery, S.S.

Be it remembered that on this 11 day of March, 1981, before me the undersigned, a notary public in and for said county and state, personally came Norman L. and Violet F. Gebhart, who acknowledged the signing and execution of the foregoing instrument to be their voluntary act and deed.

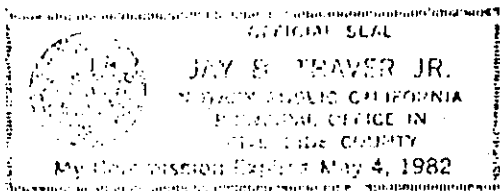
In testimony whereof, I have hereunto set my hand and notarial seal on the day and date written above.

\_\_\_\_\_  
Notary Public in and for  
Montgomery County, Ohio

State of California, County of Riverside, ss:

Before me, a Notary Public in and for said county and state, residing therein, duly commissioned and sworn, personally appeared the above named Norman L. Gebhart and Violet F. Gebhart, who acknowledged that they are husband and wife and that they did execute the foregoing First Amendment to the Supplemental Declaration that established The Dell at The Ridge, and that the same is their free act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my name and notarial seal in Riverside County, California this 11 day of March, 1981.



Jay S. Weaver Jr.  
Notary Public

Signed and acknowledged in the presence of:

Michael R. Kromer  
[Signature]

JOHN E. DUCKRO, INC.

BY [Signature]  
John E. Duckro, Sr.,  
President

State of Ohio, County of Montgomery, ss:

Before me, a notary public in and for said county and state, personally appeared the above-named John E. Duckro, Inc., an Ohio corporation, by John E. Duckro, Sr., its President, who acknowledged that he did sign the foregoing First Amendment for and on behalf of said Ohio corporation and by authority of its Board of Directors, without necessity of any counter-signature by any other officer, and that the same is the free act and deed of said corporation and of himself individually and as such officer for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal in Montgomery County, Ohio this 27th day of March, 1981.

Michael R. Kromer  
Notary Public  
In and for Montgomery and Warren Counties, Ohio  
My Commission Expires June 4, 1984  
ENTERPRISE SERVICE  
CORPORATION OF DAYTON

Signed and acknowledged in the presence of:

[Signature]  
[Signature]

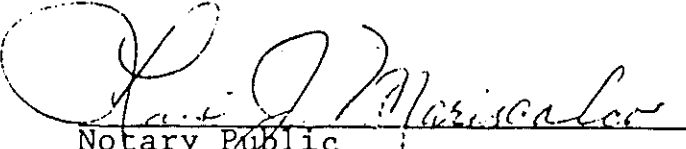
BY William H. Boltz, III  
William H. Boltz, III Treasurer

BY Eugene C. Dever  
Eugene C. Dever, Vice President

State of Ohio, County of Montgomery, ss:

Before me, a notary public in and for said county and state, personally appeared the above-named Enterprise Service Corporation of Dayton, an Ohio corporation, by William H. Boltz, III, its Treasurer, and by Eugene C. Dever, its Vice President, who jointly and severally acknowledged that they did execute the foregoing First Amendment for and on behalf of said Ohio corporation and by authority of its Board of Directors, and that the same is the free act and deed of said corporation and of themselves individually and as such officers for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal in Montgomery County, Ohio this 27th day of March, 1981.

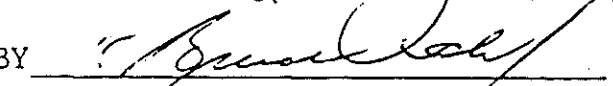
  
Notary Public

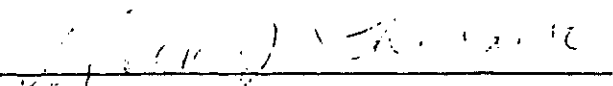
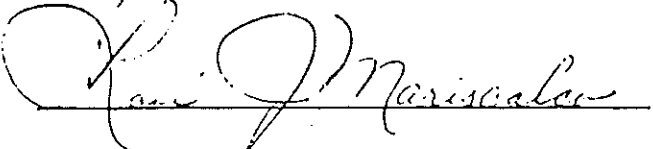
LOIS J. MARISCALCO, Notary Public  
State of Ohio  
My Commission Expires April 28, 1982

Signed and acknowledged in the presence of:

COMMUNITY ASSOCIATION OF THE RIDGE

BY   
Richard Young, Vice President/Sec'y.

BY   
D. Bruce Todd, Vice President/Treas.

State of Ohio, County of Montgomery, ss:

Before me, a notary public in and for said county and state, personally appeared the above-named Community Association

of the Ridge, an Ohio corporation, by Richard Young, its  
Vice President/Sec'y and by D. Bruce Todd, its Vice President/Treas.,  
who jointly and severally acknowledged that they did execute the  
foregoing First Amendment for and on behalf of said Ohio corporation  
and by authority of its Board of Directors, and that the same is  
the free act and deed of said corporation and of themselves  
individually and as such officers for the uses and purposes therein  
mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand  
and notarial seal in Montgomery County, Ohio this 27th day of  
March, 1981.

  
Notary Public

LOIS J. MARISCALCO, Notary Public  
State of Ohio  
My Commission Expires April 28, 1982

BY-LAWS

OF

THE DELL

Prepared by:

JAMES R. GOULD  
of the law firm of  
Brumbaugh, Corwin & Gould  
1300 Talbott Tower  
Dayton, Ohio 45402  
Telephone: 513/223-1201



Copyright Statement

This instrument was prepared by JAMES R. GOULD of the law firm of Brumbaugh, Corwin & Gould, 1300 Talbott Tower, Dayton, Ohio 45402 for the exclusive use of John E. Duckro, Inc. and of Enterprise Service Corporation of Dayton (both Ohio corporations) and solely with regard to the development of the specific parcel of real estate described in Exhibit A to the Supplemental Declaration establishing The Dell at The Ridge as the Single Family Attached portion of the Planned Unit Residential Development known as The Ridge. Any reproduction or other use of all or any part of the language contained herein is expressly prohibited except with regard to the sale, transfer, financing or insuring of any real estate lot which is included within The Ridge or the administration or management of that development.

Copyright, © 1980, by James R. Gould. All rights reserved. No portion of this instrument may be reproduced, copied or used without the prior express consent of the copyright holder, except as noted above.



0021552

SECOND AMENDMENT

VICKI D. PEGG  
RECORDER

92 OCT 28 PM 3:31

MONTGOMERY CO. OHIO  
RECORDED

18  
K

to the Supplemental Declaration

for the planned unit residential development known as

719

THE RIDGE

which Supplemental Declaration established

the Attached Single Family portion of The Ridge

which is known as

THE DELL AT THE RIDGE

PLAT BOOK 109 at Page 5

Prepared by:

*Mail Env*

John M. Ruffolo  
2717 Miamisburg-Centerville Rd.  
Suite 211  
Dayton, Ohio 45459

NO TRANSFER NEEDED  
92 OCT 21 AM 8:58  
A.J. WAGNER  
AUDITOR

SECOND AMENDMENT

to the Supplemental Declaration which established

THE DELL AT THE RIDGE

This Second Amendment is made and entered into for the purpose of amending the Supplemental Declaration which established certain covenants, conditions and restrictions applicable to the Attached Single Family portion of the planned unit residential development known as The Ridge, said attached single family portion being known as The Dell at the Ridge.

The provisions of this Supplemental Declaration, and of this amendment to it, will be included as plat restrictions on the Lots in The Ridge that are to be used for the Attached Single Family Dwellings in The Dell at the Ridge.

- (A) Previous Recorded Information. The various documents pertaining to THE RIDGE and THE DELL at the RIDGE have been filed and recorded as follows:

<u>Item Filed/Recorded</u>	<u>Date</u>	<u>Microfiche or Secretary of State Records</u>	<u>Plat Book/Page</u>
Articles of Incorporation of Community Association of The Ridge	10-9-79	Corp #543234 Roll E 662, Frame 1074	
Declaration for The Ridge plus exhibits of the Articles of Incorporation and By-Laws of the Community Association of The Ridge	10-10-79	79-542A01	
Original Plat of The Ridge which included as plat restrictions the provisions of the Declaration and other documents referred to above	10-11-79		Book 109, Page 5
Supplemental Declaration for <u>THE DELL AT THE RIDGE</u> , plus exhibits of the Articles of Incorporation and by-laws of the Dell corporation	<u>10-17-80</u>	<u>80-466A01</u>	
Articles of Incorporation of the Dell Corporation	10-17-80	562960 Roll E 822 Frame 1637	

First Amendment to the Declaration 10-29-80 80-485004  
for The Ridge

Replat of Lot 24 of The Ridge into 10-29-80  
Lots to be used for attached  
dwellings in The Dell at the Ridge

Book 111, Page 42

The First Amendment to the 03-27-81 81-122A01  
Supplemental Declaration to The  
Dell at the Ridge

Declaration of Easement for the 05-12-81 81-193A10  
Ridge, [dedication for The Ridge]

- (B) The purpose of the Second Amendment to the Supplemental Declaration. The Second Amendment to the Supplemental Declaration for The Dell at the Ridge, does not add any additional land, but instead simply places into written form certain revisions to and refinements of the language of the previously recorded Supplemental Declaration.
- (C) Compliance with Supplemental Declaration as to method of amending. The Second Amendment to the Supplement Declaration for The Dell at the Ridge is executed under the provisions of Section 11.5 on Page 32-33 of the Supplement Declaration with provides that amendments to the Supplemental Declaration may be made upon the written assent of seventy percent (70%) of the total voting power of all members of the Dell Corporation. On the 19th day of May, 1992, a vote was taken by the members of the Dell Corporation with voting power to approve this Second Amendment to the Supplemental Declaration. The Amendment was approved by more than seventy percent (70%) of the members with voting power.
- (D) Real estate effected by the Second Amendment. The real estate subject to the Second Amendment is described in Exhibit "A" attached hereto and made a part hereof.
- (E) Maintenance. Section 4.3(b) on page 16 of the Supplement Declaration is hereby amended to further explain and redefine the type of maintenance to be performed by the Dell Corporation and further clarify the limits as to the maintenance. As amended, Section 4.3(b) will read as set forth below. [The amended section appears first and is entitled Amendment to Chapter 4 - Maintenance Section 4.3(b), the former Section 4.3(b) will appear second and will be entitled Old Chapter 4 - Maintenance Section 4.3(b)]

AMENDMENT TO CHAPTER 4 - MAINTENANCE SECTION 4.3(b)

EXTERIOR AND STRUCTURAL MAINTENANCE OF DWELLINGS SHIFTED FROM OWNERS TO CORPORATION. As to the attached dwellings, structures and other improvements constructed upon the Lots, the duty of exterior normal routine maintenance and repair is hereby shifted from the Owners To The Dell Corporation, and that Corporation shall have the duty to comply with the maintenance responsibilities created for such dwellings and improvements by the Declaration for The Ridge, with the costs of doing so to constitute common expenses. These maintenance items shall be limited to [a] replacement of roofs, gutters and downspouts when necessary, [b] cleaning of gutters and downspouts a couple of times a year, and [c] painting exterior every four [4] years.

All non-structural maintenance and repair of the interior of any attached dwelling, structures and other improvements upon a Lot shall be the sole responsibility of the Owner of that Lot.

OLD CHAPTER 4 - MAINTENANCE 4 - MAINTENANCE SECTION 4.3(b)

Exterior and Structural Maintenance of Dwellings Shifted from Owners to Corporation. As to the attached dwellings, structures and other improvements constructed upon Lots, the duty of exterior and structural maintenance and repair is hereby shifted from the Owners to The Dell Corporation, and that Corporation shall have the duty to comply with the maintenance responsibilities created for such dwellings and improvements by the Declarations for The Ridge, with the costs of doing so to constitute common expenses.

All non-structural maintenance and repair of the interior of any attached dwelling, structures and other improvements upon a Lot shall be the sole responsibility of the Owner of that Lot.

IN WITNESS WHEREOF, the Second Amendment to the Supplemental Declaration has been executed by the President and Secretary-Treasurer of the Dell Corporation on this 19 day of May, 1992.

SIGNED AND ACKNOWLEDGED  
IN THE PRESENCE OF:

[Signature]

[Signature]  
PRESIDENT

David L. Henning

[Signature]  
SECRETARY

Colene E. Umaster

Dina M. Jewett

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this 19 day of May, 1992 by Gerald Allen as President and Kathy Letner as Secretary-Treasurer of the Dell Corporation, an Ohio non-profit corporation, on behalf of themselves individually as such officers and on behalf of that corporation.

Colene E. Umaster formerly Cunningham  
NOTARY PUBLIC  
COLENE E. CUNNINGHAM, Notary Public  
In and for the State of Ohio  
My Commission Expires Sept. 26, 1994

EXHIBIT "A"

Situated in the City of Kettering, County of Montgomery and State of Ohio and previously being Lot 24 of the real estate subdivision known as THE RIDGE, the plat of which is recorded in Plat Book 109 at Page 5 of the Records of such instruments maintained by the Recorder of Montgomery County, Ohio and which is now replatted into lots 27, 28, 29, 30, and 31.

Subject to all conditions, limitations, restrictions and easements of record, to all legal highways, and to all provisions of the Declaration of Covenants conditions and restrictions applicable to THE RIDGE, as that Declaration may be amended from time to time.



0012103

JOY A. CLARK  
RECORDER

34

96 JUN 14 AM 9:38

DAYTON, OHIO  
RECORDED

THIRD AMENDMENT

To

The Supplemental Declaration

For the Planned Unit Residential Development known as

THE RIDGE

Which Supplemental Declaration established

The Attached Single Family Portion of The Ridge

Which is known as

THE DELL AT THE RIDGE

Plat Book 109 at Page 5.

Prepared by:

*mail*

RUFFOLO, STONE & STONE  
John M. Ruffolo  
Attorney at Law  
7051 Corporate Way Drive  
Dayton, Ohio 45459  
(513) 434-3556

NO TRANSFER NEEDED

96 JUN 14 AM 9:39

A. J. WAGHER  
AUDITOR

THIRD AMENDMENT

To the Supplemental Declaration which established

THE DELL AT THE RIDGE

This Third Amendment is made and entered into for the purpose of amending the Supplemental Declaration which established certain covenants, conditions and restrictions applicable to the Attached Single Family portion of the planned unit residential development known as The Ridge, said attached single family portion being known as The Dell at the Ridge.

The provisions of this Supplemental Declaration, and of this Third Amendment to it, will be included as plat restrictions on the Lots in The Ridge that are to be used for the Attached Single Family Dwellings in The Dell at the Ridge.

- A) Previous Recorded Information. The documents pertaining to The Ridge and The Dell at the Ridge have been filed as follows:

<u>Item Filed/Recorded</u>	<u>Date</u>	<u>Microfiche or Secretary of State Records</u>	<u>Platbook/ Page</u>
Articles of incorporation of Community Association of The Ridge	10-9-79	Corp#543234 Roll E 662 Frame 1074	
Declaration for The Ridge plus exhibits of the Articles of Incorporation and By-laws of the Community Association of The Ridge	10-10-79	79-542A01	
Original Plat of The Ridge which included as plat restrictions the provisions of the Declaration and other documents referred to above	10-11-79		Book 109, Page 5
Supplemental Declaration for The Dell At The Ridge, plus exhibits of the Articles of Incorporation and by-laws of The Dell Corporation	10-17-80	80-466A01	
Articles of Incorporation of The Dell Corporation	10-17-80	Corp#562960 Roll E 822 Frame 1637	

First Amendment to the Declaration for The Ridge	10-29-80	80-485D04	
Replat of Lot 24 of The Ridge into Lots to be used for attached dwellings in The Dell at the Ridge	10-29-80		Book 111, Page 42
The First Amendment to the Supplemental Declaration to The Dell at the Ridge	3-27-81	81-122A01	
Declaration of Easement for The Ridge (dedication for The Ridge)	5-12-81	81-193A10	
The Second Amendment to the Supplemental Declaration to The Dell at the Ridge	10-21-92	92-629C04	

B) The purpose of the Third Amendment to the Declaration.  
The Third Amendment to the Declaration does not add any additional land, but instead simply places into written form certain revisions and additions to the language of the previously recorded Supplemental Declaration and First and Second Amendments.

C) Compliance with Declaration as to Method of Amending.  
The Third Amendment to the Supplemental Declaration for The Dell at the Ridge is executed under the provisions of Section 11.5 on page 32-33 of the Supplemental Declaration, which provides that amendments to the Supplemental Declaration may be made upon the written assent of seventy percent (70%) of the total voting power of all members of the Dell Corporation. On the 31st day of May, 1995, a vote was taken by the members of the Dell Corporation with voting power to approve this Third Amendment to the Supplemental Declaration. The Third Amendment was approved, in writing by more than seventy percent (70%) of the members with voting power.

D) Real Estate effected by the this Amendment. The real estate subject to the Third Amendment is described in Exhibit "B" attached hereto and made a part hereof.

E) Section 4.3(b) on page 16 of the Supplemental Declaration is hereby amended to further explain and redefine the type of maintenance to be performed by The Dell Corporation and further clarify the limits as to the maintenance. As amended, Section 4.3(b) will read as set forth below: [The Amended language appears first and is titled Amendment to Chapter 4 - Maintenance Section 4.3(b). The former section 4.3(b) will appear second and will be titled Second Amendment - Chapter 4 - Maintenance Section 4.3(b).]

AMENDMENT TO CHAPTER 4 - MAINTENANCE SECTION 4.3(b)

EXTERIOR AND STRUCTURAL MAINTENANCE OF DWELLINGS SHIFTED FROM OWNERS TO CORPORATION. As to the attached dwellings, structures and other improvements constructed upon the lots, the duty of exterior normal routine maintenance and repair is hereby shifted from the owners to the Dell Corporation, and that Corporation shall have the duty to comply with the maintenance responsibilities created for such dwellings and improvements by the Declaration for The Ridge, with the costs of doing so to constitute common expenses. These maintenance items shall be limited to:

1. Replacement of roofs, gutters and downspouts when necessary.

A. Replace roofs on each block of three or four units as needed. Need will be determined by an annual inspection conducted by a roofing "expert" who is retained by the Association for that purpose.

B. Replacement before Twenty (20) years:

(i) If the roof(s) on one to three contiguous units must be replaced as a result of either structural damage caused by fire, storm, etc. or as a result of poor original design or construction, the remaining roof(s) will also be replaced (even though still serviceable) to maintain appearance.

(ii) In this case, the owner(s) of the unit(s) where the problem originated and the Association jointly cover the cost of that unit's roof replacement, prorated on a twenty (20) year life expectancy. The Association shall pay to replace the roofs on the two or three remaining units.

C. Roof Repairs:

After Twenty (20) years the Association will bear the cost of all roof repairs. Before twenty (20) years, if the roof on one unit requires repair but not to the extent that the roofs of the remaining units must be replaced, the unit owner covers the cost of the repair, using the contractor of his/her choice, ensuring that the quality and appearance of the repair is equal to the original condition, and following all applicable Design Guidelines.

2. Cleaning of gutters and downspouts twice a year.
3. Painting exterior every ~~seven~~ <sup>7</sup> years.

All non-structural maintenance and repair of the interior of any attached dwelling, structures and other improvements upon a Lot shall be the sole responsibility of the Owner of that Lot.

SECOND AMENDMENT - CHAPTER 4 - MAINTENANCE SECTION 4.3(b)  
(to be replaced)

EXTERIOR AND STRUCTURAL MAINTENANCE OF DWELLINGS SHIFTED FROM OWNERS TO CORPORATION. As to the attached dwellings, structures and other improvements constructed upon the Lots, the duty of exterior normal routine maintenance and repair is hereby shifted from the Owners to The Dell Corporation, and that Corporation shall have the duty to comply with the maintenance responsibilities created for such dwellings and improvements by the Declaration for The Ridge, with the costs of doing so to constitute common expenses. These maintenance items shall be limited to [a] replacement of roofs, gutters and downspouts when necessary, [b] cleaning of gutters, and downspouts a couple of times a year, and [c] painting exterior every four (4) years.

All non-structural maintenance and repair of the interior of any attached dwelling, structures and other improvements upon a Lot shall be the sole responsibility of the Owner of that Lot.

(F) Except as hereinabove mentioned, all of the provisions of the Declaration shall be and hereby are declared to remain in full force and effect.

IN WITNESS WHEREOF, the Third Amendment to the Declaration has been executed by the President and Secretary of the Dell Corporation, on behalf of at least 70% of the consenting owners, on the 1st day of May, 1996.

SIGNED AND ACKNOWLEDGED  
IN THE PRESENCE OF:

Anthony L. Arme

Laurel C. Suttmiller  
PRESIDENT

Carla Savage

Steve R. Allen

David R. Eushing  
SECRETARY (ACTING)

Kenneth Colterman

STATE OF OHIO, COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this first day of May, 1996 by Laurel C. Suttmiller, President, and David R. Eushing, Secretary, of The Dell Corporation, on behalf of at least 70% of the consenting Owners.

Debra J. Bush Sweet  
NOTARY PUBLIC

Debra J. Bush, Notary Public  
In and for the State of Ohio  
My Commission Expires May 1, 1997

EXHIBIT "A"

Situated in the City of Kettering, County of Montgomery and State of Ohio and previously being Lot 24 of the real estate subdivision known as THE RIDGE, the plat of which is recorded in Plat Book 109 at Page 5 of the Records of such instruments maintained by the Recorder of Montgomery County, Ohio and which is now replatted into lots 27, 28, 29, 30, and 31.

Subject to all conditions, limitations, restrictions and easements of record, to all legal highways, and to all provisions of the Declaration of Covenants conditions and restrictions applicable to THE RIDGE, as that Declaration may be amended from time to time.