

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR DUTCHLAND WOODS SUBDIVISION
HOLLAND SECTION
PHASE I (LOTS #1-164)

Dutchland Estates, Ltd., an Ohio limited partnership, owner of the fee situated in the County of Butler, Township of Liberty, and State of Ohio and further described as the Dutchland Woods Subdivision, Holland Section, Phase I, Lots number One through One-hundred-sixty-four, as the same is numbered and delineated on the recorded plat of said Subdivision of record in Plat Book 29, page 29, Recorder's Office, Butler County, Ohio, hereby places as an encumbrance on each and every lot in the premises above described certain restrictions more fully described in Exhibit A attached hereto and made a part hereof as if fully rewritten herein. Said restrictions are to be treated as if fully included in each deed conveying a lot in this subdivision.

Signed this 28th day of April, 1972.

In Presence of:

Judith Ann Defer

Dutchland Estates, Ltd.
By: Investors Modular Homes Corp.
its sole general partner.

By: *Larry Lape* *Exec. V.P.*
Larry Lape Executive Vice Pres.

STATE OF OHIO : SS
COUNTY OF FRANKLIN:

Before me, a Notary Public, in and for said county, personally appeared the above named Dutchland Estates Ltd., an Ohio limited partnership, by Investors Modular Homes Corporation, its sole General Partner, by Larry Lape its Executive Vice President, as in the above and foregoing instrument set forth, who acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed, personally, for the general partner and as said officer.

IN TESTIMONY WHEREOF, I hereunto affix my name and official seal at Columbus, Ohio, this 28 day of April, 1972.

Howard S. Chapman
Notary Public

HOWARD S. CHAPMAN, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION HAS NO EXPIRATION DATE
SECTION 147.03 R. C.

This instrument prepared by Howard S. Chapman, Attorney at Law, Columbus, Ohio

TRANSFER NOT NECESSARY

A. R. TILTON
BY *AT* DEPT.
AUDITOR, BUTLER CO., OHIO

Certificate of Partnership
filed in accordance with
Sec. 1777.02 O.R.C.

Edward S. Robb, Jr.
Clerk of Courts
Butler County, O.

EXHIBIT A
DUTCHLAND ESTATES, LTD.
DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR DUTCHLAND WOODS SUBDIVISION
PHASE I (LOTS #1-164)

1. All lots in Phase I subdivision shall be used exclusively for residential purposes. No structure or building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling and private garage.
 - a. All oil and mineral rights reserved.

No trailer or truck in excess of 3/4 ton or temporary structure shall be occupied or stored within the subdivisions except during time of active home construction and only then with written permission from Dutchland Estates, Ltd.
2. Any garages must be attached to, and conform in appearance to the residence structure on said lot.
3. TYPE, SIZE, AND CONSTRUCTION:

Any dwelling erected, placed or altered on any lot in the subdivision must be approved in writing by the *Building Control Committee prior to starting of construction. Such approval will be made upon submission of satisfactory plans, specifications and a grid map showing location of structure on lot. Any structure must conform to the following minimum standards:

 - a. Any residence erected on any lot in Dutchland Woods Subdivision Phase I shall have a ground floor area of not less than 1,250 square feet. The ground floor area does not include carport, garage, open porches, or screened porches.
 - b. All construction materials must be new except interior decorations.
 - c. All residences must have private inside bathroom facilities.
 - d. Fences, walls and hedges, if any, shall be of open construction not more than five feet in height and must be approved by the *Building Control Committee.
 - e. Except as hereinafter provided, each such house shall be erected, placed or suffered to remain upon said premises 30 feet to the front street line, for even numbered lots and 32 feet to the front street line for odd numbered lots, nor nearer than 8 feet to the side lines of any lot.

If in the opinion of the *Building Control Committee, by reason of the shape, dimensions or topography of the land hereby conveyed, the enforcement of the foregoing provisions respecting the location of such dwelling would work a hardship, said Building Control Committee may modify said provision so as to permit a different location that will not in its judgment do material damage to any abutting or adjacent owner.
 - f. All structures shall be completed on the exterior within six (6) months from the start of construction including two (2) coats of paint or varnish on any exterior wood surfaces, and exterior walls must be finished with approved siding materials.
 - g. All landscaping of property must be completed in one year from the date building is started.
 - h. No structure shall be considered complete and ready for occupancy until the lot grading for the drainage control has been approved by the *Building Control Committee. The lot owner is responsible for proper grading of the lot to insure positive drainage control.
 - i. All lots must be free of debris and miscellaneous construction equipment prior to the structure being considered complete and ready for occupancy.
 - j. Any reasonable change, modification, or addition to the within restrictions shall be considered by the *Building Control Committee, and if so approved, they will then be submitted in writing to the abutting lot owners, and if so consented to in writing, shall be recorded and when recorded shall be binding as the original restrictions.

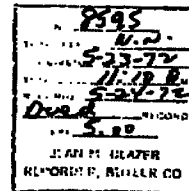
4. In the event the property owner's contractor-builder has damaged any dedicated easement property, the lot owner shall be held liable for the costs of repair. If Butler County looks to Dutchland Estates, Ltd. for any damages caused by a contractor-builder, the lot owner shall be caused to indemnify Dutchland Estates, Ltd.
5. Owners of unoccupied lots shall not object to construction equipment traveling over the lot while enroute to or from a construction project. This form of a blanket easement shall be in effect only until the lot owner has developed his lot or until the necessary roads are constructed and available for use of the construction equipment.

Grantor expressly reserves temporary easements and rights of way in, over, under and across each lot in the subdivision for the benefit of all construction personnel, equipment and materialmen enroute to or from a construction site in the Dutchland Woods area. These temporary easements shall be in effect only until the lot owner has developed his lot or until the necessary roads are constructed and made available to the construction personnel, equipment and materialmen, whichever occurs sooner. Grantor hereby reserves the right to assign the use of said temporary easements and rights of way to any person, firm or corporation performing construction.

6. Unless otherwise stated, no "For Sale" sign or advertising devise of any kind shall be erected on any lot except on a new house previously unoccupied which is offered by the developer or builder.
7. The exclusive real estate broker for the sale of all homes in the subdivision shall be Investors Realty Corporation, unless otherwise agreed upon between Dutchland Estates, Ltd., Investors Realty Corporation and the lot owner.
8. Any lake or stream will be designated as private and as such, the right to usage and control remain with the developer or its authorized agent.
9. Any tank for the storage of fuel placed or maintained on any lot outside of any building in the subdivision shall be located below the surface of the ground; or, if placed above ground, such tank must be screened by shrubbery or fencing and such screening to be subject to the approval of the *Building Control Committee. Outdoor receptables for ashes and garbage shall be located at least fifty (50) feet to the rear of the front lot line. No refuse pile or other unsightly or objectionable material thing shall be allowed or maintained on any lot in the subdivision.
10. Owners of unoccupied lots shall at all times keep and maintain their property in the subdivision in an orderly manner causing weeds and other growth to be seasonably cut, and prevent accumulation of rubbish and debris on the premises.
 - a. No trees larger than six (6) inches in diameter may be cut without written permission from the *Building Control Committee. Further, trees less than six (6) inches in size, if determined by the *Building Control Committee to be too thick for the good health of other trees or considered unsightly, or detrimental to the view will be removed at the cost of Dutchland Estates, Ltd.
11. No business, trade, or enterprise of any kind or nature whatsoever shall be conducted or carried on upon any lot or lots in the subdivision; nor shall any animals, birds, fowl or poultry, except common household pets be kept at any time thereon. Pets are to be kept so they will not become a menace or nuisance to the neighborhood.
12. Any dwelling and garage on any lot in the subdivision which may in whole or in part be destroyed by fire, windstorm, or any other reason, must be rebuilt or all debris removed and the lot restored to a sightly condition with reasonable promptness.
13. In order to maintain and improve the Dutchland Woods area, commencing July 1, 1973, and on July 1st of each year thereafter, the purchaser of each lot (or titleholderr, if title has been conveyed) shall pay \$25.00 to Dutchland Woods Property Owners Association, its successors or assigns. Funds so collected shall be used at the discretion of the Dutchland Woods Property Owners Association to maintain all parks, bridle paths, lakes, streams, pay salaries and administrative costs and general beautification and betterment of Dutchland Woods. Annual payments shall be a lien on each lot; and, if not paid by July 15 of each year, may be denoted by an affidavit recorded with the County Recorder, and this lien may be enforced as are real estate mortgages by foreclosure by advertisement or in Court.

14. These covenants shall run with the land and shall be binding on all parties claiming under them for a period of twenty (20) years and shall be extended for successive periods of ten years unless and prior to the expiration of any such ten (10) year period, an instrument signed by the owners of record of a majority of lots in the subdivision has been recorded changing or modifying said covenants in whole or in part.
15. Invalidation of any one of these covenants by judgment or decree shall in no way effect any of the other provisions hereof which shall remain in full force and effect.
16. In the event the standards of restrictions established by Butler County shall exceed these herein, then the Butler County restrictions shall prevail.
17. The above covenants, reservations and restrictions shall be incorporated verbatim or by reference in every deed hereafter issued conveying any part of the premises in Dutchland Woods Subdivision, Phase I.

*The Building Control Committee shall consist of three (3) members appointed by the Dutchland Estates, Ltd. The committee may designate one of its members to act in its behalf. In the event of the resignation or death of any member, the remaining members shall approve plans and specifications for all structures erected in the subdivision. The Committee may reject any plan because of too great a similarity to nearby existing structures, or because, in the opinion of the committee the building is improperly placed on the lot.



DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR DUTCHLAND WOODS SUBDIVISION
AMSTERDAM SECTION
PHASE II (LOTS #165-~~300~~ 319)

Dutchland Estates, Ltd., an Ohio limited partnership, owner of the fee situated in the County of Butler, Township of Liberty, and State of Ohio and further described as the Dutchland Woods Subdivision, Amsterdam Section, Phase II, Lots Number 165 through ~~300~~ 319, as the same is numbered and delineated upon the recorded plat of said Subdivision of record in Plat Book 30, page 14, Recorder's Office, Butler County, Ohio, hereby places as an encumbrance on each and every lot in the premises above described certain restrictions more fully described in Exhibit A attached hereto and made a part hereof as if fully rewritten herein. Said restrictions are to be treated as if fully included in each deed conveying a lot in this subdivision.

Signed this 31st day of October, 1972.

In Presence of:

Keith A. Collins-Hartner

Barbara Liberman

Dutchland Estates, Ltd.
By: Investors Modular Homes Corp.
its sole general partner.

Larry Lape Executive V. P.

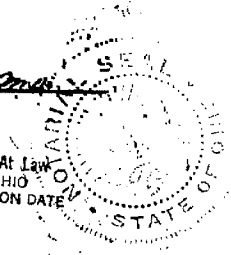
STATE OF OHIO)
COUNTY OF FRANKLIN) SS

Before me, a Notary Public, in and for said county, personally appeared the above named Dutchland Estates, Ltd., an Ohio limited partnership by Investors Modular Homes Corporation, its sole General Partner, by Larry Lape its Executive Vice President, as in the above and foregoing instrument set forth, who acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed, personally, for the general partner and as said officer.

IN TESTIMONY WHEREOF, I hereunto affix my name and official seal at Columbus, Ohio, this 31st day of October, 1972.

Howard S. Chapman
Notary Public

HOWARD S. CHAPMAN, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION HAS NO EXPIRATION DATE
SECTION 147.03 R. C.



This instrument prepared by Howard S. Chapman, Attorney at Law, Columbus, Ohio

Certificate of Partnership
filed in accordance with
Sec. 1777.02 ORC.

Edward S. Robb, Jr.
Clark of Courts
Butler County, O.

EXHIBIT A
DUTCHLAND ESTATES, LTD.
DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR DUTCHLAND WOODS SUBDIVISION
PHASE II (LOTS #165-~~200~~)
AMSTERDAM SECTION 219

1. All lots in Phase II subdivision shall be used exclusively for residential purposes. No structure or building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling and private garage.

a. All oil and mineral rights reserved, subsurface only.

No trailer or truck in excess of 3/4 ton or temporary structure shall be occupied or stored within the subdivisions except during time of active home construction and only then with written permission from Dutchland Estates, Ltd.

2. All homes must have a 2½ car attached garage. Minimum size shall be twenty feet by nineteen feet.

3. TYPE, SIZE, AND CONSTRUCTION:

Any dwelling erected, placed or altered on any lot in the subdivision must be approved in writing by the *Building Control Committee prior to starting of construction. Such approval will be made upon submission of satisfactory plans, specifications and a grid map showing location of structure on lot. Any structure must conform to the following minimum standards:

a. Any residence erected in Dutchland Woods Subdivision Phase II shall have the following minimum living space:

ranch style home - 1,800 square feet
split level and two story home - 2,000 square feet

b. All construction materials must be new except interior decorations.

c. All residences must have private inside bathroom facilities.

d. Fences, walls and hedges, if any, shall be of open construction not more than five feet in height and must be approved by the *Building Control Committee.

e. Except as hereinafter provided, each such house shall be erected, placed or suffered to remain upon said premises 30 feet to the front lot line, for even numbered lots and 32 feet to the front lot line for odd numbered lots. All other building lines will be as established by the Butler County Zoning Resolutions.

If in the opinion of the *Building Control Committee, by reason of the shape, dimensions or topography of the land hereby conveyed, the enforcement of the foregoing provisions respecting the location of such dwelling would work a hardship, said Building Control Committee may modify said provision so as to permit a different location that will not in its judgement do material damage to any abutting or adjacent owner.

f. All structures shall be completed on the exterior within six (6) months from the start of construction including two (2) coats of paint or varnish on any exterior wood surfaces, and exterior walls must be finished with approved siding materials.

g. All landscaping of property must be completed in one year from the date building is started.

h. No structure shall be considered complete and ready for occupancy until the lot grading for the drainage control has been approved by the *Building Control Committee. The lot owner is responsible for proper grading of the lot to insure positive drainage control.

i. All lots must be free of debris and miscellaneous construction equipment prior to the structure being considered complete and ready for occupancy.

- j. Any reasonable change, modification, or addition to the within restrictions shall be considered by the *Building Control Committee, and if so approved, they will then be submitted in writing to the abutting lot owners, and if so consented to in writing, shall be recorded and when recorded shall be binding as the original restrictions.
4. In the event the property owner's contractor-builder has damaged any dedicated easement property, the lot owner shall be held liable for the costs of repair. If Butler County looks to Dutchland Estates, Ltd. for any damages caused by a contractor-builder, the lot owner shall be caused to indemnify Dutchland Estates, Ltd.
5. Owners of unoccupied lots shall not object to construction equipment traveling over the lot while enroute to or from a construction project. This form of a blanket easement shall be in effect only until the lot owner has developed his lot or until the necessary roads are constructed and available for use of the construction equipment.

Grantor expressly reserves temporary easements and rights of way in, over, under and across each lot in the subdivision for the benefit of all construction personnel, equipment and materialmen enroute to or from a construction site in the Dutchland Woods area. These temporary easements shall be in effect only until the lot owner has developed his lot or until the necessary roads are constructed and made available to the construction personnel, equipment and materialmen, whichever occurs sooner. Grantor hereby reserves the right to assign the use of said temporary easements and rights of way to any person, firm or corporation performing construction.
6. Unless otherwise stated, no "For Sale" sign, other than that of Investors Realty Corporation, or advertising devise of any kind shall be erected on any lot except on a new house previously unoccupied which is offered by the developer or builder.
7. The exclusive real estate broker for the sale of all homes in the subdivision shall be Investors Realty Corporation, unless otherwise agreed upon between Dutchland Estates, Ltd., Investors Realty Corporation and the lot owner.
8. Any lake or stream will be designated as private and as such, the right to usage and control remain with the developer or its authorized agent.
9. Any tank for the storage of fuel placed or maintained on any lot outside of any building in the subdivision shall be located below the surface of the ground; or, if placed above ground, such tank must be screened by shrubbery or fencing and such screening to be subject to the approval of the *Building Control Committee. Outdoor receptacles for ashes and garbage shall be located at least fifty (50) feet to the rear of the front lot line. No refuse pile or other unsightly or objectionable material thing shall be allowed or maintained on any lot in the subdivision.
10. Owners of unoccupied lots shall at all times keep and maintain their property in the subdivision in an orderly manner causing weeds and other growth to be seasonably cut, and prevent accumulation of rubbish and debris on the premises.
 - a. No trees larger than six (6) inches in diameter may be cut without written permission from the *Building Control Committee. Further, trees less than six (6) inches in size, if determined by the *Building Control Committee to be too thick for the good health of other trees or considered unsightly, or detrimental to the view will be removed at the cost of Dutchland Estates, Ltd.
11. No business, trade, or enterprise of any kind or nature whatsoever shall be conducted or carried on upon any lot or lots in the subdivision; nor shall any animals, birds, fowl or poultry, except common household pets be kept at any time thereon. Pets are to be kept so they will not become a menace or nuisance to the neighborhood.
12. Any dwelling and garage on any lot in the subdivision which may in whole or in part be destroyed by fire, windstorm, or any other reason, must be rebuilt or all debris removed and the lot restored to a sightly condition with reasonable promptness.

13. The purchaser(s) of any lot(s) in the Amsterdam Section must commence construction of their residence to be built on said lot within a period of 24 months from the date of purchase or Dutchland Estates Limited has the option to repurchase the lot at cost.
14. All utility easements bordering the individual lots shall be reserved for use of bridle paths for the residents of Dutchland Village.
15. In order to maintain and improve the Dutchland Woods area, commencing July 1, 1973, and on July 1st of each year thereafter, the purchaser of each lot (or titleholder, if title has been conveyed) shall pay \$25.00 to Dutchland Woods Property Owners Association, its successors or assigns. Funds so collected shall be used at the discretion of the Dutchland Woods Property Owners Association to maintain all parks, bridle paths, lakes, streams, pay salaries and administrative costs and general beautification and betterment of Dutchland Woods. Annual payments shall be a lien on each lot; and, if not paid by July 15 of each year, may be denoted by an affidavit recorded with the County Recorder, and this lien may be enforced as are real estate mortgages by foreclosure by advertisement or in Court.
16. These covenants shall run with the land and shall be binding on all parties claiming under them for a period of twenty (20) years and shall be extended for successive periods of ten years unless and prior to the expiration of any such ten (10) year period, an instrument signed by the owners of record of a majority of lots in the subdivision has been recorded changing or modifying said covenants in whole or in part.
17. Invalidation of any one of these covenants by judgment or decree shall in no way effect any of the other provisions hereof which shall remain in full force and effect.
18. In the event the standards of restrictions established by Butler County shall exceed these herein, then the Butler County restrictions shall prevail.
19. The above covenants, reservations and restrictions shall be incorporated verbatim or by reference in every deed hereafter issued conveying any part of the premises in Dutchland Woods Subdivision, Phase II.

*The Building Control Committee shall consist of three (3) members appointed by the Dutchland Estates, Ltd. The committee may designate one of its members to act in its behalf. In the event of the resignation or death of any member, the remaining members shall approve plans and specifications for all structures erected in the subdivision. The Committee may reject any plan because of too great a similarity to nearby existing structures; or because, in the opinion of the committee the building is improperly placed on the lot.

RECORDED
 COUNTY, OHIO
 JUN 6 1975
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 11-23 RECORDS
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1041
BOOK 1041 PAGE 261
AMENDMENT
TO
DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR
DUTCHLAND WOODS SUBDIVISION
AMSTERDAM SECTION
PHASE II (LOTS #165-319)

Certificate of Partnership
filed in accordance with
Sec. 1777.02 O.R.C.

Edward H. Roth, Jr.
Clerk of Courts
Butler County, O.

DUTCHLAND ESTATES, LTD., an Ohio Limited Partnership, owner of the fee situated in the County of Butler, Township of Liberty, and State of Ohio, and further described as the Dutchland Woods Subdivision, Amsterdam Section, Phase II, Lots Number 165 through 319, as the same is numbered and delineated upon the recorded plat of said Subdivision, of record in Plat Book 30, Page 14, Recorder's Office, Butler County, Ohio, hereby amends the Restrictions and Protective Covenants for said Subdivision, as recorded in Deed Book 1013, pages 771 through 774, Recorder's Office, Butler County, Ohio. Effective this 1st day of May, 1973, the following changes shall be incorporated in the Declaration of Restrictions and Protective Covenants, as if said changes were a part of the Restrictions when originally placed on the property on October 31, 1972.

1. Item 2 of the Restrictions shall be deleted in its entirety and in its stead the following shall be inserted as if originally incorporated in the restrictions:

"2. Any garages must be attached to, and conform in appearance to the residence structures on said lot."

2. Item 3(a) of the Restrictions shall be deleted in its entirety and the following shall be inserted in its stead as if originally incorporated in the restrictions:

"3(a) Any residence erected in Dutchland Woods Subdivision Phase II shall have the following minimum living space:

ranch style home - 1,250 square feet
split level and two story home - 1,600 square feet

The remainder of Item 3 of the Restrictions shall remain unchanged.



3. All remaining Restrictions shall remain in full force and effect, unchanged by the above amendments.


4. This Amendment to the Restrictions for Dutchland Woods Subdivision, Amsterdam Section, shall be treated as if originally incorporated in the Restrictions for said Subdivision. Said Restrictions and this Amendment are to be treated as if fully included in each deed conveying a lot in this Subdivision whether or not the Restrictions and/or this Amendment to the Restrictions are referenced in the Deed.

IN WITNESS WHEREOF, the undersigned had executed this Amendment to the Restrictions on the date set forth above.

In The Presence Of:

DUTCHLAND ESTATES, LTD.,
an Ohio Limited Partnership
By: Investors Modular Homes Corporation,
its sole general partner


By: Larry H. Lape, Executive Vice President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a Notary Public, in and for said County, personally appeared the above named Dutchland Estates, Ltd., an Ohio Limited Partnership, by Investors Modular Homes Corporation, its sole General Partner, by Larry H. Lape, Executive Vice President, as in the above and foregoing instrument set forth, who acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed, personally, for the general partner and as said officer.

IN TESTIMONY WHEREOF, I hereunto affix my name and official seal at Columbus, Ohio, this 1st day of May, 1973.

Nancy F. Chapman
NOTARY PUBLIC
NANCY F. CHAPMAN
NOTARY PUBLIC, FRANKLIN COUNTY, OHIO
MY COMMISSION EXPIRES FEB. 7, 1977

TRANSFER NOT NECESSARY

A. R. TILTON
BY *[Signature]* DEPT.
AUDITOR, BUTLER CO., OHIO

This instrument prepared by:

Howard S. Chapman
Attorney-At-Law
Sixth Floor
5900 Roche Drive
Columbus, Ohio 43229

RECEIVED FOR RECORD
JEAN M. BLAZER, RECORDER
BUTLER COUNTY, OHIO

'73 MAY 29 11:11

VOL. _____ PG. _____
NOT TRANSFERRED
RECORDED BY RECORD *Carol*
FEE \$ 5.00

7258

RECEIVED FOR RECORD
JOYCE B. THALL, RECORDER
BUTLER COUNTY, OHIO

1987 FEB 26 PM 12: 50

AMENDMENT
TO
DECLARATION OF RESTRICTIONS & PROTECTIVE COVENANTS
FOR
DUTCHLAND WOODS SUBDIVISION
PHASE I (Lots #1-164)
PHASE II (Lots #165-321)

NO. _____ TRANSFD _____
RECORDED _____
FEE _____ 20-

The undersigned, a majority of the owners of the following

property, to-wit:

Situated in Section 19, Section 20 and Section 25, Township 3, Range 3, Liberty Township, Butler County, Ohio, and being Lots numbered 1 through 164 of Dutchland Woods Subdivision, Phase I, as the same are known and delineated upon the records of plat of said Subdivision of record in Plat Book 29, page 29, Recorder's Office, Butler County, Ohio.

hereby amend the Restrictions and Protective Covenants for said

Subdivision as recorded in Deed Book ^{99d} 98, Page 347, Recorder's Office, Butler County, Ohio. Effective this _____ day of

_____, 1986, the following changes shall be incorporated

in the Declaration of Restrictions and Protective Covenants and

shall operate from said effective date forth.

1. Item 13 of the Restrictions shall be deleted in its entirety and in its stead the following shall be inserted:

13. In order to maintain and improve the Dutchland Woods area, commencing July 1, 1986, and on July 1st of each year thereafter, the owner or owners of each improved lot shall pay \$65.00 to Dutchland Woods Property Owners Association, its successors or assigns and the owner or owners of each unimproved lot shall pay \$25.00 to Dutchland Woods Property Owners Association. Funds so collected shall be used at the discretion of the Dutchland Woods Property Owners Association to maintain all parks, bridle paths, lakes, streams, pay salaries and administrative costs and general beautification and betterment of Dutchland Woods. Annual payments shall be a lien on each lot; and, if not paid by July 15 of each year, may be denoted by an affidavit recorded with the County Recorder, and this lien may be enforced as are real estate mortgage by foreclosure by advertisement or in Court.

2. All remaining Restrictions shall remain in full force and effect.

3. This Amendment to the Restrictions for Dutchland Woods Subdivision, Phase I, shall, from the effective date hereof, be treated as if originally incorporated in the Restrictions for said Subdivision. Said Restrictions and this Amendment are to be

TRANSFER NOT NECESSARY
J. A. THLTON
BY QA 2-26-87 DEPT.
AUDITOR, BUTLER CO., OHIO

treated as if fully included in each deed conveying a lot in the subdivision whether or not the Restrictions and/or this Amendment to the Restrictions are referenced in the Deed.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to the Restrictions on the date set forth above.

in the presence of:

William S. Gulasay
Philip R. DeLoe

- #67 Tracy A. Klen
- #25 Marshall Morrison
- #58 Donald Brown
- #32 Amy Schutte
- #141 Kathryn B. Giller
- #10 Dorothy M. Brossart
- #160 Thomas R. Miller
- #137 Alice J. Hayward
- #151 Mark H. Anderson
- *48 R. Jeffrey T. Dale
- #22 Michael L. Leman
- #23 Jeffrey T. Hamilton
- #90 Harry D. Klein
- #115 V. Kingland
- #1 Wendell Scherger
- #41 W. Glenn DeLoe
- #45 John M. DeLoe
- #30 John DeLoe
- #40 John DeLoe
- #47 John DeLoe
- #119 John DeLoe
- #43 Jim R. Moore, DDS
- #59 Lynnda M. DeLoe
- #12 Robert K. DeLoe
- #150 King D. Wacker
- #57 Emily K. Valavka

In the presence of:

~~William S. Mulaney~~
~~Donald J. Adams~~

- #28 ~~Kathleen Singer~~
- #71 ~~Theresa Jones~~
- #35 & 36 ~~Michael & William~~
- #6 ~~Judy (Schalk)~~
- #158 ~~Donald J. Adams~~
- #147 ~~Kathy Klein~~
- #120 ~~Judith Allen~~
- #52 ~~William A. Whittaker~~
- #142 ~~Greg Wilkins~~
- #143 ~~Robert L. Paeoff~~
- #146 ~~N. J. Swanger~~
- #132 ~~J. Sullivan~~
- #100 ~~Julie Vachon~~
- #111 ~~S. K. Haugland~~
- #27 ~~Don S. Ray~~
- #116 ~~Eric Hill~~
- #72 ~~Curtis Ray~~

In the presence of:

William A. Deasey
Rayaharibo

#147 #15 Thomas C. Amon
#113 #114 Bonnie Ferrans
#111 Lot - Debra Martin
#16 Lot - Bradley & Haukio
#66 Lot - Rick Secord
#161 William T. Clark
#89 James I. Schmidt
#131 Donald W. Fitz
#75 Arthur Hillman
#105 Paul Stevenson
#144 S.K. Chauhan

In the presence of:

_____	_____
_____	_____

STATE OF OHIO)
 : SS
COUNTY OF HAMILTON)

Before me, a Notary Public, in and for said County and State, personally appeared the above-named owners who acknowledged that they did sign the foregoing instrument and the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto affixed my name and official seal this 9 day of October, 1986.

BAYNA RAE NELSON
Notary Public, State of Ohio
My Commission Expires 08-01-1988

Bayna Rae Nelson
Notary Public

This Instrument was prepared by HERMAN H. WENKER, Attorney at Law.



X
-5-

In the presence of:
Cynthia J. Hawkins
Paul F. Gilbert

- # 51 Anita Guber
- # 149 Stephen Arnold
- # 71 Joseph S. Milans
- # 106 Cathy M. Hennigan
- # 63 Eric D. Valley Jr.
- # 86 Donald J. Quinn
- # 104 Michael J. Hall
- # 73 Calvin Johnson
- # 98 Calvin Johnson
- # 99 Calvin Johnson
- # 103 Calvin Johnson
- # 91 Calvin Johnson
- # 107 Tai J. Wong
- # 42 Harold P. Bonis
- # 302 Donna
- # 34 Robert K. Peterson
- # 161 William T. Plank
- # 190 Proctora L. Baughman
- # 50 Cynthia Gilbert

STATE OF OHIO)
COUNTY OF HAMILTON) SS

Before me, a Notary Public, in and for said County and State, personally appeared the above-named owners who acknowledged that they did sign the foregoing instrument and the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto affixed my name and official seal this 14th day of February, 1987

Beverly Sue Wolke
Notary Public
BEVERLY SUE WOLKE
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 3/12/89



This instrument was prepared by HERMAN H. WENKER, Attorney at Law.

I

In the presence of:

Cynthia J. Stuebbers
Paul F. Gilbr

Ray Moore #164
Jojo Laddell #159
Mr. Galyen #49
W. W. [unclear] #40
J. Dennis [unclear] #287
David W. [unclear] #172



Signed in my presence this 14th day of
February, 1987.
Beverly Sue Wolke
BEVERLY SUE WOLKE
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 11/12/89

AMENDMENT TO THE REVISED BY-LAWS OF
DUTCHLAND WOODS PROPERTY OWNERS ASSOCIATION INC.

THIS AMENDMENT TO THE BY-LAWS OF THE DUTCHLAND WOODS PROPERTY OWNERS ASSOCIATION, INC. ("Amendment") is made as of the 25 day of FEBRUARY, 1996 by DUTCHLAND WOODS PROPERTY OWNERS ASSOCIATION, INC. (the "Association"), as follows:

1. Recitals.

1.1 Dutchland Woods Subdivision consists of Dutchland Woods, Holland Section, Phase I, Lots 1-164 and Amsterdam Section, Phase II, Lots 165-321 ("Dutchland Subdivision").

1.2 The Association is administered through its by-laws (the "By-Laws") and concerns itself with aspects of the Dutchland Subdivision.

1.3 The By-Laws provide that they may be amended by a two-thirds majority vote of Members at any duly organized meeting of the Association.

1.4 The Association is the owner of or controls the use of certain amenities used by the owners of the Lots in Dutchland Subdivision and the owners of the Lots are required to pay assessments for the use of such Common Area Facilities which are described more fully in Exhibit A hereto (the "Common Area Facilities").

2. Amendment of Dutchland By-Laws.

2.1 The Association, by an affirmative vote of at least two-thirds of the Members at a duly constituted meeting, amend the Dutchland By-Laws to require the all purchasers of Lots in Dutchland Woods Subdivision who purchase after April 1, 1996 shall pay annual assessments as Full Members of the Association and shall have all rights and privileges appurtenant thereto.

IN WITNESS WHEREOF, the party hereto has executed this Amendment as of the date and year first above written.

TRANSFER NOT NECESSARY
KAY ROGERS
BY [Signature] DEPT:
AUDITOR, BUTLER CO., OHIO

9600018842
Filed for Record in
BUTLER COUNTY, OHIO
JOYCE B THALL
On 03-28-1996 At 02:33 pm.
AMEN 14.00
Vol. 6007 Page 539

Signed and acknowledged
in the presence of:

Shirley Cussary
Kathleen P. Klein

THE DUTCHLAND WOODS PROPERTY
OWNERS ASSOCIATION, INC.

By Jeffrey Rosenberg
Name Jeffrey Rosenberg
Its President

STATE OF OHIO, COUNTY OF Butler, ss:

The foregoing instrument was acknowledged before me this 10th
day of March, 1996 by Jeffrey Rosenberg, the
President of The Dutchland Woods Property Owners
Association on behalf of the Association.

Kathleen P. Klein
Notary Public



KATHLEEN P. KLEIN
Notary Public, State of Ohio
My Commission Expires Dec. 30, 2000

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR DUTCHLAND WOODS SUBDIVISION, AMSTERDAM SECTIONRECORD Deed
FEE 180

GREENLIN, INC., an Ohio corporation, owner and developer of certain real estate situated in the County of Butler, Township of Liberty, and State of Ohio, and further described as the Dutchland Woods Subdivision, Amsterdam Section, Phase 1 of which is numbered and delineated on the recorded plat of subdivision of record in envelope 1474, pages A & B, Recorder's Office, Butler County, Ohio, intending to establish a general plan for the use, occupancy and enjoyment of the said Dutchland Woods Subdivision, hereby declare for the mutual benefit of the present and future owners of said lots, that said lots shall be subject to following restrictions and protective covenants. The within restrictions and covenants shall fully apply to all future Phases of development in Dutchland Woods Subdivision, Amsterdam Section.

1. All lots shall be used exclusively for single family, private dwelling house purposes. No more than one (1) such house shall be erected, placed or suttered to remain on any lot.

2. For all lots, the living area of such dwelling house, exclusive of garages and open porches and basements, shall not contain less than 1,500 square feet of living area for a one-story dwelling and not less than 1,900 square feet of living area for a two-story dwelling. No detached garages shall be permitted on the premises and all garages must conform in appearance to the residence structure on said lot.

3. The foundation walls of each dwelling shall consist of poured concrete and such foundation walls shall be stepped to ground elevations to conform to the terrain of the land. The developers reserve the exclusive right to approve the kind and quality of exterior materials used on each dwelling.

4. The developers reserve the exclusive right to establish grades and slopes and to fix the grade at which any building shall be erected or

placed thereon. All surplus dirt shall be disposed of at the direction of the developers at the expense of the lot owner. All final grading shall be completed within one (1) year of start of construction. The lot owner is responsible for proper grading of the lot to insure positive drainage control.

5. Within six (6) months from the start of construction of a building upon any lot, the lot shall have a completed exterior, including but not limited to, a finished walkway, driveway of asphalt or concrete, landscaping, sodding or seeding of grass areas, installed gutters and downspouts, installation of windows and completed exterior painting.

6. During the construction of a building, the owner of any lot, or the building contractor erecting the building, shall at all times remove the trash from the lot so that said lot is free of debris and clutter. The owner or contractor shall be responsible for keeping the private drive and street area free of mud and debris during construction.

7. No concrete block structures shall be erected on any lot, and all plans for construction shall be approved in writing by the developers prior to the start of construction. Such approval shall not be unreasonably withheld, and any disapproval shall be made in writing by the developers.

8. No structure of a temporary character, trailer, modular, basement, shack, garage, barn, or other outbuilding shall be used as a residence either temporarily or permanently. No building or existing structure shall be moved to this realty from another site.

9. No other structure or outbuilding shall be erected, placed or suffered to remain upon any lot except temporary structures erected by the developer or builder in connection with the improvement of the premises. For the purpose of this paragraph 10, a cabana or bath house built for use with a swimming pool and which conforms in exterior dimensions to the

elevation of the dwelling house on the lot in question shall not be considered a structure or outbuilding.

10. No lot shall be used or maintained for the storage of disabled or junk motor vehicles, and in no event shall any such motor vehicle in an inoperable condition be permitted to remain upon such lot for a period of more than ten (10) days.

11. No such lot shall be used or maintained as a dumping ground for refuse or garbage or the like. Garbage or other waste shall be kept in sanitary containers. All lots shall be free and clear of all debris, including any period of construction upon any lot. All weeds and other growth must be seasonably cut and maintained.

12. Walls, fences and hedges, if any, to be erected on any lot shall be approved by the developers and shall not exceed six (6) feet in height.

13. No signs shall be displayed to public view on the premises except signs used by an owner or agent to advertise the property for sale, and such sign shall be or not more than nine (9) square feet in size. The names of the owners of such lot shall be permissible on mailboxes, light posts and other similar areas.

14. All lots shall be used for residential purposes only, and no trailer or truck over three-fourths (3/4) ton capacity shall be regularly parked upon any lot or driveway. This shall not include any contractor's trucks or equipment during construction periods, or trucks of repairmen while making repairs on the premises.

15. No animals, livestock or poultry shall be maintained on any lot except dogs, cats and other household pets may be so maintained if not raised, bred or maintained for commercial purposes. All owners shall comply with the leash laws of the State of Ohio or of any political subdivision thereof in which such lot is situated.

16. Any lot area designated for the natural flow of surface water shall at all times be kept free from any obstruction to such natural flow of surface water, and any improvements made on or under any easement shall be made at the risk of the owner of the lot on which such improvements are made. No owner of any lot shall erect an embankment or obstruction whereby the surface water on the adjoining land or lots is prevented from flowing in its natural course.

17. No motorized vehicles of any type shall be operated on either public roads or private land in such a manner as to become a nuisance because of noise, exhaust or any other reason.

18. The covenants and restrictions herein are for the benefit of all owners of lots in this subdivision and shall run with the land until January 1, 2007, at which time the same shall be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the then lot owners the same shall be terminated or changed in whole or in part.

19. In the event that any person or persons violate, or attempt to violate, any of the covenants and restrictions herein above enumerated, any lot owner in this subdivision shall have the right to prosecute any proceedings at law or in equity against such person or person, either to enjoin such violation or to recover damages for the same.

20. Developer expressly reserves temporary easements and rights of way in, over, under and across each lot in the subdivision for the benefit of all construction personnel, equipment and materialmen in route to or from a construction site in the DutchLand Woods Area. Each temporary easement shall be in effect only until the lot owner has developed his lot or until the necessary roads are constructed and made available to the construction personnel, equipment and materialmen, whichever occurs sooner. Developer

hereby reserves the right to assign the use of said temporary easements and rights of way to any person, firm or corporation performing construction.

21. In the event the standards of restrictions established by Butler County shall exceed these herein, then the Butler County restrictions shall prevail.

22. The above covenants, reservations and restrictions shall be incorporated by reference in every deed hereafter issued conveying any part of the premises in Dutchland Woods Subdivision, Amsterdam Section, all Phases.

23. At all times herein where the words "the developer" are used these shall be construed to mean "Greenlin, Inc., an Ohio corporation".

24. Invalidation of any of the covenants and restrictions herein before enumerated by judgment or court order shall not affect the validity of the remaining covenants and restrictions.

Signed this 23rd day of March, 1987.

Signed and acknowledged
in the presence of:

GREENLIN, INC., an Ohio corporation

Robert T. Muddling *William F. Greenhill*
 _____ _____
 WILLIAM F. GREENHILL President

Patricia A. Gresser *Bahram Youssefi*
 _____ _____
 BAHRAM YOUSSEFI Secretary

TRANSFER NOT NECESSARY
 DANIEL S. WURST
 BY *D.S.* 3-24-87 DEPT.
 AUDITOR, BUTLER CO., OHIO

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

BE IT REMEMBERED, that on this 23rd day of March, 1987, before me, the subscriber, a Notary Public in and for said State, personally came WILLIAM F. GREENHILL, President, and BAHRAM YOUSSEFI, Secretary, of GREENLIN, INC., and acknowledged the signing of the foregoing instrument to be their voluntary act and deed, pursuant to the authority of its Board of Director.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on the day and year aforesaid.

10801

PATRICIA A. JANSEN
Notary Public, State of Ohio
My Commission Expires Feb. 26, 1990

Patricia A. Jansen
Notary Public

This instrument was prepared by Robert P. Mecklenborg, Attorney at Law.

EXHIBIT A

DUTCHLAND WOODS PROPERTY OWNERS ASSOCIATION

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

MARCH 1994

These covenants and restrictions exist for the good of the whole neighborhood. They are only as good as the owners make them. This requires that each of us as individuals seek to follow them as best we can, sacrificing at times, our individual needs and wants to those of the entire neighborhood. By doing this we will help make Dutchland Woods a better place to live for all.

1. All lots in the subdivision shall be used exclusively for residential purposes. No structure or buildings shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling and private garage.

a. No construction trailer or truck in excess of 3/4 ton or temporary structure shall be occupied or stored within the subdivision except during time of active home construction and only then with written permission from the Dutchland Woods Property Owners Association (DWPOA).

b. All oil and mineral rights are reserved.

2. Any garages must be attached to, and conform in appearance to the residence structure on said lot. All homes must have a 2-1/2 car attached garage. Minimum size shall be twenty-four by twenty feet. Unattached storage buildings shall not be erected without prior approval from the DWPOA. All unattached storage buildings must be maintained so as to present a pleasing appearance.

3. Type, Size and Construction: Any dwelling erected, placed or altered on any lot in the subdivision must be approved in writing by the DWPOA prior to the start of construction. Such approval will be made upon submission of satisfactory plans, specifications and a grid map showing the location of the structure on the lot. Any structure must conform to the following minimum standards:

a. Any residence erected in the subdivision shall have the following minimum living space. Ground floor area shall not include garage or porches.

ranch style home - 1,500 square feet

split level and two story home - 1,800 square feet

b. All construction materials must be new except interior decorations.

c. All residences must have private inside bathroom facilities.

d. Fences, walls and hedges may be located in yards as follows:

(1) Fences, walls and hedges must comply with Butler County, Liberty Township Code No. 19.82C except that no front yard fencing is allowed.

(2) In the case of a corner lot, fencing must be approved by all adjoining lot owners prior to erection.

(3) In no case will fences be permitted in excess of six feet 1-

1/2 inches high. Side yard fencing beginning at the rear corner of the house shall not exceed four feet in height.

(4) A fence between lots plotted for residential use shall be of approved material and shall be kept in good repair and appearance. The use of barbed wire, electrical or similar type fences is prohibited.

(5) Owners shall have written approval of the DWPOA prior to commencing construction.

e. Except as hereinafter provided, each such house shall be erected, placed or suffered to remain upon said premises 30 feet to the front street line for even numbered lots and 32 feet to the front street line for odd numbered lots and not nearer than 8 feet to the side lines of any lot.

f. All structures shall be completed on the exterior within six months from the start of construction including two coats of paint or varnish on any exterior wood surfaces, and exterior walls must be finished with approved siding material.

g. All landscaping of property must be completed in one year from the date building is started.

h. No structure shall be considered complete and ready for occupancy until the lot grading for drainage control has been approved by the DWPOA. The lot owner is responsible for proper grading of the lot to insure positive drainage control. No structure shall be occupied until a certificate of occupancy is issued by the Butler County Building Official.

i. All lots must be free of debris and miscellaneous construction equipment prior to the structure being considered complete and ready for occupancy.

j. All driveways and sidewalks shall be constructed and maintained per Ohio Department of Transportation specifications.

k. No permanent business signage shall be placed on any property or structure.

4. In the event the property owner's contractor-builder has damaged any dedicated easement property, the lot owner shall be held liable for the costs of repair. If Butler County looks to DWPOA for any damages caused by a contractor-builder, the lot owner shall be caused to indemnify DWPOA.

5. Owners of unoccupied lots shall not object to construction equipment traveling over the lot while in route to or from a construction project. This form of a blanket easement shall be in effect only until the lot owner has developed his lot or until the necessary roads are constructed and available for use of the construction equipment.

6. Any lake or stream will be designated as private and as such, the

right to usage and control remain with the DWPOA or its authorized agent.

7. All fuel tanks, pumps, and all private utilities shall be placed underground except those installed inside the principal dwelling and excepting air conditioning units and equipment related thereto. Outdoor receptacles for ashes and garbage shall be located at least fifty feet to the rear of the front lot line. Approved receptacles shall be used for trash collection and shall be placed at the curb after 6:00 p.m. the night before collection day.

8. No worn out automobiles, machinery, equipment or parts shall be dumped or stored upon any lot, either temporarily or permanently, and the owners shall keep the lots free and clear of all trash and other debris. The owners of lots shall keep them mowed and free of tall grass and weeds and shall maintain the premises so that they have a neat and attractive appearance. The owners of lots shall permit no debris of any kind to be deposited on any lot or upon the streets or right-of-way in Dutchland Woods. Should the owner of any lot fail to abide by this covenant, any of the materials or trash herein mentioned may be removed at the expense of the owner.

9. All dwellings, fences and other structures that might be permitted shall at all times be maintained so that they have a neat and attractive appearance. Portions of structures that are painted shall be kept painted when needed to keep the attractive appearance. All satellite dishes shall in no case exceed eight feet in diameter. At no time will the location of such systems exceed required setbacks for unattached structures. All dishes are to be of black mesh design, with efforts made to make them as aesthetically pleasing as possible to be consistent with proper operation. All locations must be approved by the DWPOA by way of properly submitted site surveys.

10. In ground swimming pools are permitted with prior approval of the DWPOA.

11. For the safety of pedestrians, owners of lots with sidewalks must maintain them according to Ohio Department of Transportation specifications. Owners must replace parts of sidewalks that are cracked or damaged in any way.

12. No animals, birds, fowl or poultry, except common household pets, may be kept on any lots or structure in the subdivision. Pets are to be kept so that they will not become a nuisance to the neighborhood.

13. Any dwelling and garage on any lot in the subdivision which may in whole or in part be destroyed by fire, windstorm, or any other reason, must be rebuilt or all debris removed and the lot restored to a sightly condition with reasonable promptness.

14. All buildings or structures which are structurally unsafe or not provided with adequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use constitute a hazard to safety or health, or public welfare, by reason of inadequate maintenance, dilapidation or abandonment, as specified in these covenants or in Butler County Code are hereby declared to be public

nuisances and shall be abated by repair, rehabilitation, demolition or removal.

15. During the months of November through March, all trailers, boats, campers and recreational vehicles shall be parked or stored inside the permanent structure of any lot. Exceptions may be granted by the DWPOA, however, none of these vehicles may be occupied at any time as per Butler County Zoning Resolution (118.021).

16. In keeping with the revised By-Laws of DWPOA and in order to maintain and improve the Dutchland Woods area, commencing April 30, 1992 and on April 30 of each year thereafter, the purchaser of each lot (or titleholder, if title has been conveyed) shall pay the annual common assessment to DWPOA its successors or assigns. The common assessment for developed lots and undeveloped lots is to be determined at the annual homeowners meeting as specified in the Revised By-Laws Article IV, Section 4, paragraphs A and B. Funds so collected shall be used at the discretion of the DWPOA to maintain all parks, lakes, streams, pay salaries, and administrative costs, pay property taxes and insurance, and provide for the general beautification and betterment of Dutchland Woods. Annual payments shall be a lien on each lot; and if not paid by May 15 of each year, may be denoted by an affidavit recorded with the Butler County Recorder, and this lien may be enforced as are real estate mortgages by foreclosure by advertisement or in Court.

17. Compliance with these covenants may be injunctive relief or by any action for damages filed by DWPOA or any owner of a lot or lots in Dutchland Woods, and the person found to have violated any of the covenants shall be liable for court costs, reasonable attorney fees and such other expenses that may be incurred in enforcing any of these covenants.

18. Invalidation of any one of these covenants shall not affect the validity of those remaining.

19. These covenants shall run with the land and shall be binding on all parties claiming under them for five years and shall be extended for the successive periods of five years unless prior to the expiration of any such five-year period, an instrument by the owners of record of a majority of lots in the subdivision has been recorded changing or modifying said covenants in whole or in part.

20. In the event the standards of restrictions established by Butler County shall exceed these herein, then the Butler County restrictions shall prevail.

21. The above covenants, reservations and restrictions shall be incorporated verbatim or by reference in every deed heretofore and hereafter issued conveying any part of the premises in Dutchland Woods Subdivision, Phase I (lots 1-164) and Phase II (lots 165-321).

22. This document supersedes all existing covenants and shall be incorporated as the sole governing covenants and restrictions.