

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS AND LIENS FOR
RIVER'S BEND GOLF CLUB COMMUNITY**

**THIS DECLARATION MAY BE AMENDED FROM TIME TO TIME.
PLEASE CONTACT THE WARREN COUNTY, OHIO RECORDER'S OFFICE
TO OBTAIN COPIES OF ANY AMENDMENTS OR SUPPLEMENTS
TO THIS DECLARATION.**

Prepared by:

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**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS AND LIENS FOR
RIVER'S BEND GOLF CLUB COMMUNITY**

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THIS DECLARATION is entered into on the 8th day of December, 1999, by **RIVERS BEND LAND COMPANY, LTD.**, an Ohio limited liability company, hereinafter referred to as "Declarant", in connection with the development and subdivision of the real property hereafter described, to be known as the River's Bend Golf Club Community.

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Section 1 of Article II of this Declaration, which real property is a portion of the property Declarant intends to improve as a planned residential development known as River's Bend Golf Club Community (hereinafter referred to as "River's Bend" or the "Subdivision"), which will be developed around a separate golf course facility; and

WHEREAS, Declarant desires to insure the attractiveness of the main entrance into River's Bend and other exterior and interior entrances into different portions of River's Bend and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of the said property, to provide for the maintenance of common areas and other areas as well as the maintenance of landscaping located within certain rights-of-way of public roads, including medians, throughout River's Bend; and in order to accomplish these objectives, deems it advisable to subject the real property described in Section 1 of Article II, together with such additions as may hereafter be made thereto as provided in Article II, to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth; and

WHEREAS, Declarant deems it desirable in order to insure the efficient preservation, protection and enhancement of the values in River's Bend and the residents' enjoyment of the specific rights, privileges and easements in the community properties in River's Bend that an organization be created to which will be delegated and assigned the powers of maintaining common areas and entrances, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter imposed; and

WHEREAS, Declarant has caused to be created for the purposes aforesaid, an Ohio not-for-profit corporation under the name and style of River's Bend Golf Club Community Homeowners' Association.

NOW, THEREFORE, Declarant declares that the real property described in Section 1 of Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be owned, held, transferred, sold, conveyed, and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens which shall run with the real property (except as provided in Article V, Section 10 hereafter) and be binding upon and inure to the benefit of all owners thereof, their heirs, personal representatives, successors and assigns.

ARTICLE I

DEFINITIONS

Section 1. "Approved Builder" shall mean and refer to one or more persons or companies, in the business of building and selling homes to individuals and selected by Declarant to buy Lots and/or construct homes for sale in the Properties, so long as any such Approved Builder is in good standing with Declarant. An Approved Builder may only be approved for certain sections or phases of River's Bend, and may not be approved in other sections or phases of River's Bend.

Section 2. "Architectural Review Board" or "A.R.B." shall mean and refer to the committee formed pursuant to Article X of this Declaration.

Section 3. "Architectural Design Guidelines" shall mean and refer to the Restrictions and Policies attached hereto as Exhibit "E".

Section 4. "Articles" or "Articles of Incorporation" shall mean those Articles filed with the Secretary of Ohio, incorporating the Association an Ohio not-for-profit corporation under the provisions of Chapter 1702 of the Revised Code of Ohio, as the same may be amended from time to time. A true copy of the Articles as shown in Exhibit "C" is attached hereto and made a part hereof.

Section 5. "Association" shall mean and refer to River's Bend Golf Club Community Homeowners' Association, an Ohio not-for-profit corporation, its successors and assigns.

Section 6. "Board" shall mean and refer to the Board of Directors of the Association, which shall also be known as the "Board of Trustees".

Section 7. "By-Laws" shall mean those By-laws or Code of Regulations of the Association, as the same may be amended from time to time, pursuant to Section 1702 of the Revised Code of Ohio. A true copy of the By-Laws as shown on Exhibit "D" is attached hereto and made a part hereof.

Section 8. "Club" shall mean and refer to the golf club to be known as Tournament Players Club at River's Bend which is privately owned and operated by the Club Owner on a Club Membership basis or otherwise as determined by the Club Owner and which will be located on the Club Property as more particularly described in Article XI of this Declaration.

Section 9. "Club Facilities" shall have the meaning set forth in Article XI of this Declaration.

Section 10. "Club Owner" shall mean and refer to the entity owning the Club and the Club Property which, as of the date hereof, is Tournament Players Club at River's Bend, LLC, an Ohio limited liability company.

Section 11. "Club Property" shall mean and refer to the portion of the Properties on which the Club will be developed and located, the boundary lines of which Club Property shall be shown on plat or plats and shall contain the Golf Course.

Section 12. "Common Area" shall mean all real property, or any interest therein, owned by the Association for the common use and enjoyment of the Owners and designated as "Open Space", "Common Open Space" or "Common Area," or other different language with similar meaning. In no event shall the Club Property or any portion thereof be considered part of the Common Area. The Common Area to be owned by the Association at the time of conveyance of the first Lot may be none, and the Declarant reserves the right to transfer the Common Area to the Association at a later date.

Section 13. "Declarant" shall mean and refer to Rivers Bend Land Company, Ltd., an Ohio limited liability company, any successor or assign to which Rivers Bend Land Company, Ltd. assigns its interest as Declarant hereunder in whole or in part by instrument recorded in the records of Warren County, or any mortgagee of Declarant which takes control of the Properties by foreclosure or deed in lieu of foreclosure.

Section 14. "Golf Club Entrance and Landscape Easement Areas" shall mean and refer to the Golf Club Entrance and Landscape Easement Areas set forth in Article VIII hereof.

Section 15. "Golf Course" shall mean and refer to the 18-hole golf course, practice facility, clubhouse and related facilities to be constructed and owned by the Club Owner within the Club Property.

Section 16. "HOA Drainage Easement Areas" shall mean and refer to the HOA Drainage Easement Areas set forth in Article VI hereof.

Section 17. "Landscape/Mound Easement Areas" shall mean and refer to the Landscape/Mound Easement Areas set forth in Article VI hereof.

Section 18. "Landscape and Signage Easement Areas" shall mean and refer to the non-exclusive "Landscape and Signage Easement Areas" set forth in Article VI hereof.

Section 19. "Lot" shall mean and refer to any plot of land, with delineated boundary lines, shown upon any recorded subdivision plat of the Properties, with the exception of any common area, common open space, streets, walkways or easements shown on any recorded plat, and with the exception of any portion of the Club Property. In the event any Lot is increased or decreased in size by resubdivisions, through recordation of new subdivision plats or adjoining land transfers, which Declarant may complete in its sole discretion, any such newly platted Lot shall thereafter constitute a Lot for the purposes of this Declaration.

Section 20. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 21. "Notice and Opportunity for Hearing" shall mean and refer to the giving of at least fifteen (15) days prior notice of a proposed action and the reasons therefor, and an opportunity to be heard by the Board, orally or in writing, not less than five (5) days before the effective date of the proposed action.

Section 22. "Owner" or "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest in a Lot solely as security for the performance of an obligation.

Section 23. "Properties" or "Property" shall mean and refer to the "Existing Property" described in Article II, Section 1 hereof and any additions thereto, as are or shall become subject to this Declaration and any Supplementary Declaration under the provisions of Article II hereof.

Section 24. There may be other defined terms in this Declaration, with such terms being capitalized and defined in the Section where the initial reference is made to such term.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration, irrespective of whether there may be additions thereto as hereinafter provided, is described in the attached Exhibit "A". This property may be herein referred to as "Existing Property", "Property" or "Properties". The Club Property is described on the attached Exhibit "A-1". While the Club Property is entitled to the benefit of various provisions of this Declaration, neither the Club Property nor the Club Owner is subject to payment of the general and/or special assessments established under Article V.

Section 2. Additions to Existing Property. Additional property may be brought within the scheme of this Declaration and the jurisdiction of the Association in the following way:

(a) Additional property within the area depicted on the attached Exhibit "B" and any additional property not depicted on Exhibit "B" which is contiguous to any part of the Subdivision, or within a one (1) mile radius of the Subdivision, may be annexed to the Properties by Declarant or its designated assign and brought within the scheme of this Declaration and within the jurisdiction of the Association, in future stages of development, without the consent of the Association or its Members; provided, however, that said annexations, if any, must occur within twenty (20) years after the date of this Declaration.

(b) The additions authorized under Subsection 2(a) shall be made by Declarant filing of record Supplementary Declarations of Covenants, Conditions and Restrictions with respect to the additional properties which shall extend the scheme of this Declaration and the jurisdiction of the Association to such properties and thereby subject such additions to assessment for their just share of the Association's expenses. Said Supplementary Declarations may contain such complementary additions and modification of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect only the different character of the added properties and as are not inconsistent with the provisions of this Declaration.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Member. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Tenants of an Owner of a Lot shall not be Members of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting Rights. The voting rights of the Membership in the Association shall be appurtenant to the ownership of the Lots. The Association shall have two (2) classes of voting Membership.

(a) Class A. Except as provided below, Class A Members shall be all Lot Owners except Declarant and Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the vote appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event, cumulatively, shall more than one (1) vote be cast.

(b) Class B. The Class B Member shall be Declarant, as defined in the Declaration, and such Member shall in any event be entitled to such number of votes as will constitute seventy-five percent (75%) of the total voting power of the Association, so long as the Class B Membership continues to exist. Without limiting the generality of the foregoing, the Declarant, as the Class B Member, shall have the sole right and authority to amend the Articles of Incorporation and the By-Laws for the Association so long as the Declarant is the Class B Member. Further, the Declarant, as the Class B Member, shall have the sole right and authority to assess and determine the amount of annual general and special assessments pursuant to Article V until such time as the Declarant is no longer the Class B Member. The Class B Membership shall cease to exist and shall be converted to Class A Membership with Class A voting rights as defined above, on the happening of either of the following events, whichever occurs earlier:

(i) When Declarant no longer owns a Lot or any property described in Exhibits "A" and "B".

(ii) Fifteen (15) years from and after the date this Declaration is filed for record.

Provided, further, that nothing herein shall be construed to prohibit the Class B Member from converting all or part of its Class B Membership to Class A Membership with the

results set forth above at any time earlier than the latter of the alternative events referred to above, by written statement executed by Declarant and delivered to the Association.

ARTICLE IV

PROPERTY RIGHTS, EASEMENTS AND RIGHTS OF ENTRY

Section 1. Lot Owner's Right of Enjoyment. Every Lot Owner shall have a non-exclusive right to and easement for the enjoyment of, in and to the Common Areas, and such right and easement shall be appurtenant to and shall pass with the title to every Lot. However, each Member of the Association, by acceptance of a deed or other instrument conveying any part of the Property, acknowledges and agrees that (i) there are no light, air, access, view or similar easements or rights appurtenant to any Lot in River's Bend and constituting a burden on the Club Property or any other Lot in River's Bend, and that nothing in this Declaration shall prevent or prohibit Declarant or the Club Owner from constructing landscaping, mounding, fencing and/or other improvements on the Club Property or in other locations in River's Bend in such manner and locations as Declarant or Club Owner may determine; from lowering, expending or eliminating bodies of water on the Club Property; and from re-configuring or relocating features on the Club Property or in other locations in River's Bend such as greens, tees, fairways, landscaping and bunkers; and (ii) no easement shall be granted, conveyed, permitted or established over, under or through any Lot without Declarant's prior written consent and approval, which consent and approval may be withheld for any reason or no reason, as long as Declarant is the Owner of any Lot within River's Bend.

The Owner's non-exclusive right to and easement for the enjoyment of, in and to the Common Areas shall also be subject to the following:

(a) Subject to the rights of the Declarant under Article V, Section 13, the right of the Association to limit the use of facilities, if any, situated upon the Common Area to Owners who occupy a residence in River's Bend, and to their families, tenants, and guests as provided in Section 2 of this Article IV;

(b) The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) Once the Declarant transfers ownership of the Common Area to the Association, the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer

shall be effective unless the Members entitled to at least three-fourths (3/4) of the votes appurtenant to all Class A Lots and at least three-fourths (3/4) of the votes appurtenant to all Class B Lots agree to such dedication or transfer and signify their agreement by a signed and recorded written document, provided that this subsection shall not preclude the Declarant or the Board of Directors of the Association from granting easements for the installation and maintenance of landscaping, signage, sewerage, utilities, including CATV, and drainage facilities upon, over, under and across the Common Area without the assent of the Membership when such easements, in the opinion of the Declarant or Board, are requisite for the convenient use and enjoyment of the Properties;

(d) The right of the Association, with the assent of Members entitled to at least three-fourths (3/4) of the votes appurtenant to each class of Lot (Class A and Class B), to mortgage, pledge, deed in trust, or otherwise hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

(e) The right of the Association to levy annual and special assessments.

(f) The rights of Declarant, its successors and assigns, to make any improvements it deems proper upon the Common Areas, even after their conveyance to the Association.

(g) The right of Declarant, its successors and assigns, the Club Owner and the Association, to erect and maintain monuments, fences, ponds, signs, lighting and irrigation systems, and any other improvements and landscaping within Golf Club Entrance and Landscape Easement Areas which are located on any Lots within Common Areas, as shown upon any plat of subdivision of the Property, and within median strips.

(h) The right of Declarant, its successors and assigns, and the Association, to erect and maintain monuments, fences, ponds, signs, lighting and irrigation systems, and any other improvements and landscaping within Landscape and Signage Easement Areas and Landscape/Mound Easement Areas which are located on any Lots and within Common Areas, as shown upon any plat of subdivision of the Property, and within median strips.

(i) The right of Declarant, its successors and assigns, and the Association, to maintain utility lines, pipes, walls, structures and catch basins, and any other improvements within HOA Drainage Easement Areas which are located on any Lots, Common Areas and right-of-ways, as shown upon any plat of subdivision of the Property.

(j) The right of Declarant and Club Owner to prohibit access and use of the Golf Club Entrance and Landscape Easement Areas by Owners of Lots and to promulgate rules and regulations regarding access and use of the Golf Club Entrance and Landscape Easement Areas by Owners of Lots.

Section 2. Delegation of Use.

(a) Family. The right and easement of enjoyment granted to every Owner in Section 1 of this Article may be exercised by Members of the Owner's family who occupy the residence of the Owner within the Properties as their principal residence in Warren County, Ohio.

(b) Tenants. The right and easement of enjoyment granted to every Owner in Section 1 of this Article may be delegated by the Owner to his tenants or contract purchasers who occupy a residence within the Properties, or a portion of said residence, as their principal residence in Warren County, Ohio.

(c) Guests. Facilities located on common areas situated upon the Premises may be utilized by guests of Owners, tenants or contract purchasers subject to such rules and regulations governing said use of the Common Area as may be established by the Declarant or the Board of Directors.

Section 3. Title to Common Areas. Title to the Common Areas shall be conveyed to the Association free and clear of all liens and encumbrances, except for easements and restrictions of record, now existing or hereafter created by Declarant, and the easement for the Golf Club Entrance and Landscape Easement Areas set forth in Article VIII hereof; provided, however, that Declarant shall have the right from time to time to reserve, dedicate or create, for the purpose of development of the Properties (including, without limitation, the development, use and operation of the Club Property by the Club Owner), various easements and rights-of-way over the Common Areas, together with the right to dedicate same where applicable and customary, and the right of ingress and egress across the Common Areas in connection with the development of the Properties. Declarant's rights hereunder shall not unreasonably interfere with Owner's easement for enjoyment, except for the easement for the Golf Club Entrance and Landscape Easement Areas set forth in Article VIII hereof. Declarant may convey the Common Areas to the Association in one or more conveyances, provided that Declarant shall convey all Common Areas to the Association on or before the date that Declarant no longer owns any Lots included in the Properties.

The Association shall accept "as is" the conveyance of Common Areas without any representation or warranty, express or implied, in fact or by law, with respect thereto, or with respect to the improvements and repairs to be completed after the conveyance, including, without limitation, representations or warranties of

merchantability or fitness for the ordinary or any particular purpose, and without any representations or warranties regarding future repairs or regarding the condition, construction, accuracy, completeness, design, adequacy of the size or capacity in relation to the utilization, date of completion or the future economic performance or operations of, or the utilities, materials or furniture which have been or will be used in such Common Areas or repairs, except as set forth herein. By acceptance of an interest in any such Common Area or the deed to any Lot, the Association and all Owners release Declarant from any claims and warrant that no claim shall be made by the Association or any Owner relating to the condition, or completeness of such property or repairs or for incidental or consequential damages arising therefrom.

Section 4. Entry Easement to Association. The Association, through its authorized representatives, shall have the right of entry and access to, over, upon and through all of the Properties, except for the Club Property and the Golf Club Entrance and Landscape Easement Areas, to enable the Association to perform its obligations, exercise its rights, and fulfill its duties pursuant hereto, and such representatives shall not be deemed to have committed a trespass as a result thereof. Except in an emergency situation, entry shall only be during reasonable hours and after notice to Owner of that portion of the Properties being entered.

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements and other amenities, with such assessments to be established and collected as hereinafter provided. Any such assessment or charge, together with interest, costs and reasonable attorney fees, shall be a charge on each Lot and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal or corporate obligation of the person(s), firm(s), or corporation(s) owning such Lot at the time when the assessment became due, but such personal obligation shall not be imposed upon such Owners' successors in title unless expressly assumed by them. Although unpaid assessment charges are not the personal obligation upon such Owner's successors in title unless expressly assumed by the successors in title, the unpaid assessment charges continue to be a lien upon the Lot against which the assessment has been made.

Section 2. Purposes of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the Properties, the enforcement of the covenants set forth in this Declaration and the rules of the Association, and in particular for the improvement, and maintenance of the Properties, for amenities benefitting the Properties, and for providing the services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area and any other areas maintained by the Association, including but not limited to, the cost of repair, replacement and additions thereto, the cost of labor, equipment, materials, management and supervision thereof, the payment of taxes assessed, the procurement and maintenance of insurance in accordance with the By-Laws, the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

Without limiting the generality of the above-described purposes, the assessments levied by the Association may be used for the acquisition, construction, improvement (including landscaping and planting) and maintenance of the common facilities located or to be located in the Common Area, Golf Club Landscape Easement Areas, the medians within public road rights-of-way or the Landscape and Signage Easement Areas, including the landscaping and irrigation system(s), if any, located in the Common Area and the Landscape and Signage Easement Areas, and the maintenance of landscaping and irrigation system(s) in certain public rights-of-way, including medians, and other easement areas. In furtherance of the foregoing, and without limiting the generality of the above-described purposes, the assessments levied by the Association may be used for any of the following purposes:

(a) providing grass cutting, fertilizing, weed and insect treatments and maintenance of trees, shrubbery and flowers located on or within Common Areas, public rights-of-way, and Landscape and Signage Easement Areas;

(b) providing maintenance and operation of all walls, fountains, ponds, waterfalls, monuments, irrigation facilities, sidewalks, fences, signage, lighting or other structures and facilities located on or within median strips and any of the areas identified as Common Areas, Golf Club Landscape Easement Areas and Landscape and Signage Easement Areas;

(c) providing for the operation, maintenance, repair and replacement of the pool(s), tennis court(s), and/or Healthplex fitness facility which Declarant will construct on the Properties;

(d) providing grass cutting, fertilization, weed and insect treatments and maintenance of trees, street trees, shrubbery, flowers and sidewalks within the public street right-of way where it is adjacent to Common Areas, Golf Club Landscape Easement Areas and Landscape and Signage Easement Areas;

(e) providing maintenance of pipes, walls, catch basins and lighting, and any other improvements within the HOA Drainage Easement Areas;

(f) providing maintenance and operation of special features, if any;

(g) providing an adequate reserve fund for the replacement of any improvements maintained by the Association; or

(h) providing maintenance, repair and replacement of the sidewalk or pathway, signs and landscaping from River's Bend to the Little Miami Bike Trail.

Section 3. Annual Assessment. Annual assessments shall be assessed and collected by the Association from and after January 1 of the year immediately following the conveyance of the first Lot to an Owner. The Declarant, as the Class B Member, shall establish the amount of the annual assessment each year until such time as the Declarant is no longer the Class B Member. Once the Declarant is no longer a Class B Member, the amount of the annual assessment shall be determined by the Board of Trustees of the Association effective January 1 of each year, without a vote of the Membership. Any annual assessment established by the Board of Trustees shall continue thereafter from year to year as the annual assessment until a change by the Board. Notwithstanding any provision to the contrary in this Declaration, the Declarant may, but shall not have any obligation, to pay any general or special assessments for any Lots in River's Bend owned by the Declarant. Each Lot Owner (including any Approved Builder who owns a Lot) will be obligated to pay the annual general or special assessment levied in accordance with this Declaration.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessment(s) for the purpose of defraying, in whole or in part, the cost of any construction, repair, replacement of and additions or improvements to capital improvement(s) located upon any Common Area, Landscape and Signage Easement Areas, or HOA Drainage Easement Areas, or as provided in Section 13. The Declarant, as the Class B Member, shall establish the amount of any special assessment until such time as the Declarant is no longer the Class B Member. Once the Declarant is no longer a Class B Member, the amount of any special assessment shall be determined by a vote of seventy-five (75%) of the total voting power of the Association. Accordingly, after the Declarant is no longer the Class B Member, the approval of any special assessment will require the vote of 75% of the Lot Owners. Special assessments shall be paid in the same manner as provided in Section 3.

Section 5. Assessment Rate. Annual and special assessments, if any, must be fixed at a uniform rate for all Lots, regardless of the size of the Lot, and may be collected on a monthly or annual basis.

Section 6. Notice of Quorum for any Action Authorized Under Sections 3 and 4. Once Declarant is no longer the Class B Member, written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 of this Article shall be sent to all Members no less than fifteen (15) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast forty (40%) percent of all the votes appurtenant to Class A Lots and Class B Lots shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice or requirement, and if the same is called for a date not later than sixty (60) days after the date of the first meeting, the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 7. Commencement of Annual Assessments. The annual assessment for each Lot shall commence on the first day of the month following the recording of a subdivision plat creating Lots by Declarant. The initial annual assessment shall be for the calendar year beginning January 1, 2000. The annual assessment for Lots which are recorded after January 1, 2000, or during calendar years after 2000 shall be prorated for that year, beginning on January 1st of that year. Declarant shall have no obligation to pay or fund any deficit of or to subsidize the Association. Declarant may elect annually to pay some or none of the "deficit", which is the difference between the amount of the assessments assessed and the amount of actual expenditures required to operate the Association during the fiscal year. The election of Declarant to pay all, part or none of the deficit shall be by written notice to the Board not less than forty-five (45) days prior to the beginning of each fiscal year and if no notice is delivered by Declarant, Declarant shall be deemed to have elected not to pay any of such differential or deficit. Declarant's subsidy to the Association may be made in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of these. In the event Declarant elects to subsidize the Association, those amounts paid by Declarant to subsidize the Association shall be credited against annual assessments owed by Declarant. All assessments shall be payable in advance in equal installments as determined by the Board. Failure to mail notices by the dates required shall not affect the rights of the Association to assess Lots as provided herein.

It shall be the duty of the Board of the Association to fix the amount of the annual general assessment applicable to each Lot. The Board shall make reasonable efforts to fix such amounts, in advance, by the first day of December of each year, and shall, at that time, prepare a roster of the Lots and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Lot Owner upon reasonable notice to the Board. Written notice of the Assessment shall thereupon be sent to the Owners of any Lot subject thereto. Annual general assessment shall be due and become a lien on each Lot on January 15th of each year. Failure to mail notices by the dates required shall not affect the right of the Association to assess Lots as provided herein.

This Section 7 shall not be subject to amendment once Declarant becomes a Class A Member without the affirmative vote of 75% of all Lot Owners including Declarant.

Individual and special assessments shall be fixed by the Board as provided in this Article, which assessments shall become a lien on the Lots on the date that the Board mails written notice of any such assessments to the Owners of any Lot subject thereto.

Notwithstanding Sections 1 and 7 hereof, Declarant or its designated successor, may, at its election, postpone, in whole or in part, the date on which the assessment shall commence provided that Declarant maintains the Common Areas for which no assessment is being collected during the period of such postponement and the Club Owner maintains the Golf Club Entrance Landscape Easement Areas.

Section 8. Non-Payment of Assessment. Any assessment levied pursuant to these covenants which is not paid on the date when due shall be delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, including reasonable attorney's fees, thereupon become a continuing lien which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representative and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. Interest on delinquent assessments shall be charged at the lesser of one percent (1 %) per month or the highest rate permitted by law.

Any assessment not paid within thirty (30) days after the due date shall be subject to a late charge of Ten and No/00 (\$10.00) Dollars per month, said late charge increasing at a rate of Ten and No/100 (\$10.00) Dollars per month thereafter up to a maximum of Twenty and No/00 (\$20.00) Dollars per month or the highest amount permitted by law, whichever is less, and the Association may bring an action at law against the Owner personally obligated to pay the same, or to foreclose the lien against the Lot, and interest, late payment charges, costs and reasonable attorney's fees related to such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by not using the Common Areas, by not building on a Lot, or by abandoning his or her Lot.

Section 9. Subordination of the Lien to Mortgages. The liens provided for in this Declaration shall be subordinate to the lien of any first mortgage on a Lot. Sale or transfer of any Lot shall not affect any assessment lien. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for in this Declaration shall continue to be subordinate to the lien of any first mortgage. The provisions regarding assessments cannot be modified without the consent of the Declarant's lender.

Section 10. Exempt Property. All property dedicated to, and accepted by, a governmental authority, and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Ohio, shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments. In addition, the Club Property and the Club Owner shall be exempt from payment of any general or special assessments.

Section 11. Individual Damage Assessments. In the event that any damage is caused to any of the Common Areas, the Club Property, Landscape and Signage Easement Areas, median strips, Golf Club Landscape and Easement Areas, Golf Club Entrance Landscape Easement Areas or within the public street right-of-way where it is adjacent to Common Areas, the Landscape and Signage Easement Areas and the Golf Club Entrance Easement Areas, through the willful or negligent act of a Lot Owner, his family, tenants or guests, the Board may (without any obligation to do so) correct or repair any such damage, and the costs thereof shall be added to and become a part of the assessment against the individual Lot owned by the Lot Owner, or his family, tenants or guests causing such damages.

Section 12. Special Assessment for Individual Lots. After Notice and Opportunity for Hearing, the Board, without the vote or written consent of Members, may levy a special assessment against an Owner and his Lot as a remedy to reimburse the Association for costs (including attorneys' fees) incurred in bringing the Owner, his Lot or his residence into compliance with the provisions of this Declaration, the By-Laws or the Rules and Regulations.

Section 13. Pool, Tennis and/or Healthplex Facility. Declarant will be constructing one or more pools and tennis courts, and a healthplex fitness facility, in connection with the development of River's Bend (collectively, the "Health Facilities"). The exact location and specifications for the Health Facilities will be determined by the Declarant subsequent to the recording of this Declaration. Each Lot will be subject to an annual assessment, which may be payable monthly, for the use of the Health Facilities in order to cover the costs for the operation, maintenance, repair and replacement of the Health Facilities, and each Lot Owner covenants and agrees to pay such assessments. The Declarant, in its sole discretion, may make the decision to

allow use of the Health Facilities by individuals who are not residents of River's Bend, including individuals who have Memberships in the Club Property, in order to cover costs associated with the operation, maintenance, repair and replacement of the Health Facilities. Such non-resident users of the Health Facilities will also have to pay an assessment for use of the Health Facilities as determined by the Declarant. Further, in order to cover a portion of the costs associated with construction and initial operation of the Health Facilities, the Declarant reserves the right to establish a special assessment pursuant to this Article V, in a reasonable amount, for the construction and initial operation of the Health Facilities. Declarant will record an amendment to this Declaration establishing the general and special assessment amounts, and the rules and regulations for use of the Health Facilities, once finalized by Declarant. Each Lot will be subject to the terms of such Amendment to the Declaration. Declarant will transfer and convey the Health Facilities, free and clear of any mortgages or liens, to the Association on or before the date that Declarant is no longer a Class B Member.

Section 14. The Declarant may also establish a separate assessment within the budget of the Association for Lots in particular sections of River's Bend (i.e., the "Club Home Section") in order to facilitate common maintenance, repair and replacement of landscaping and other improvements situated on Lots in such sections, provided that only the Lots situated within the Club Home Section will be responsible for payment of such separate assessment for services provided to such Lots.

ARTICLE VI

LANDSCAPE AND SIGNAGE EASEMENT AREAS. **LANDSCAPE/MOUND EASEMENT AREAS.** **HOA DRAINAGE EASEMENT AREAS, AND** **CONSERVATION EASEMENT AREAS**

Section 1. Landscape and Signage Easement Areas. The Association, its successors and assigns, shall have a "Landscape and Signage Easement" over those portions of the Lots designated "Landscape and Signage Easement" or "Entrance Wall and Landscaping Easement" on the recorded plats for River's Bend. Such Easements shall be for the purpose of installation and maintenance of berms, subdivision entrance signs, interior village signs, lighting and irrigation systems, decorative walls, fences and landscaping located within such Easement Areas. No fences, structures, driveways, plantings, swings or any other objects, temporary or permanent, shall be permitted in such areas other than those installed by Declarant or its designated successor, without the Association's prior written approval. The Association shall at all times have the right of access for its employees, agents and subcontractors over such Easement Areas for the purpose of installing, maintaining, repairing and replacing the subdivision entrance signs, interior village signs, lighting and irrigation systems and fences or decorative walls and for the purpose of landscaping, planting, mowing and maintaining the area

within the Easements.

Section 2. Landscape/Mound Easement Areas. The Association, its successors and assigns, shall have a "Landscape/Mound Easement" over those portions of the Lots designated "Landscape/Mound Easement" on the recorded plat for River's Bend. Such Easement shall be for the purpose of permitting the Association to maintain mounds and landscaping located within such Easement Areas. No fences, structures, driveways, plantings, swings or any other objects, temporary or permanent, shall be permitted in such areas other than those installed by Declarant or its designated successor, without the Association's prior written approval. The Association shall at all times have the right of access for its employees, agents and subcontractors over such Easement Areas for the purpose of maintaining, at its option, such improvements. The Owner of the Lot encumbered by the Landscape/Mound Easement shall maintain such improvements within the Easement Area and such Easement merely grants the Association the right to maintain such improvements if it so elects.

Section 3. Cart Path Tunnels and Cart Path Crossings. The Club Owner will be responsible for all of the costs associated with the maintenance, repair and replacement of the Cart Path Tunnels and Cart Path Crossings situated on the Club Property, or on or across any of the streets or Common Areas of the Properties.

Section 4. HOA Drainage Easement Areas. The Association, its successors and assigns, shall have a HOA Drainage Easement over those portions of the Lots and Common Areas designated "HOA Drainage Easement" on the recorded plats for River's Bend. The HOA Drainage Easements shall be for the purpose of installation and maintenance of pipes, catch basins and channels within the HOA Drainage Easement Areas. No fences, structures, driveways, plantings or any other objects, temporary or permanent, shall be permitted in such areas other than those installed by Declarant, the Club Owner or their designated successor, without the Association's prior written approval. No Owner shall place or construct or permit to remain any structure, planting or other material which may obstruct, retard or change the direction of flow of stormwater. The Association shall at all times have the right of access for its employees, agents and subcontractors over the HOA Drainage Easement Areas for the purpose of installing, maintaining, repairing and replacing pipes, catch basins and channels within the HOA Drainage Easements.

Section 5. Conservation Easement. The Declarant will be granting to the Ohio Department of Natural Resources a conservation easement (the "Conservation Easement") encumbering portions of the Lots abutting property owned by the Ohio Department of Natural Resources along the Little Miami River, with the location of the Conservation Easement being set forth on the recorded plats for River's Bend. The portion of the Lots subject to the Conservation Easement shall be kept in a natural state, and no buildings or other structures of any kind, either temporary or permanent,

shall be placed or erected within the area of the Conservation Easement unless approved by the Declarant. Further, no trees, ground cover, or other vegetation shall be removed from the portion of the Lots subject to the Conservation Easement, and there shall be no filling, excavating, removal of topsoil, sand, gravel, rock, minerals, or other materials, nor any building of roads or change in the topography of the land in any manner, upon such portion of the Lots situated within the Conservation Easement.

ARTICLE VII

EASEMENTS

Easements for installation and maintenance of driveways, walkways, bikeways, parking areas, water lines, gas lines, cable television, telephone, electric power lines, sanitary sewer and storm drainage facilities and for other utility installations are reserved as shown on the recorded plat(s) for the Properties. Further, easements ten (10) feet in width for such purposes are reserved over, under and through and along the rear Lot lines of all Lots shown on recorded plats, and easements five (5) feet in width for such purposes are reserved over, under and through and along all side Lot lines of all Lots shown on recorded plats, as well as temporary easements five (5) feet in width along the front Lot lines for construction, maintenance and repair purposes. Declarant will also be establishing an access easement across a portion of Lots 23, 88 and 100 of River's Bend in order to provide pedestrian, bicycle, and emergency vehicle access to the Little Miami Bike-Trail pursuant to the terms of a License Agreement between Declarant and the Ohio Department of Natural Resources, with the location of such access easement being depicted on the recorded plat(s) for the Properties. In the event it is determined that other and further easements are required over any Lot or Lots in locations not shown on the recorded plat and not along rear or side Lot lines, such easements may be established by Declarant for the benefit of the Properties (including, without limitation, the Club Property), except that if any such easements are reserved or established after the conveyance of a Lot or Lots to be affected thereby, the written assent of the Owner or Owners of such Lot or Lots and of the trustees and mortgagees in deeds of trust constituting a lien thereon shall be required, provided that such consent shall not be unreasonably withheld and Declarant shall not be required to pay any consideration, other than nominal consideration, for such additional easements. Within any such easements above provided for, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation, delivery and maintenance of public utilities, or which may obstruct or change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements.

ARTICLE VIII

GOLF CLUB EASEMENT AREAS

Declarant, for itself, its successors and assigns, and for the Club Owner reserves an easement over the following land: Any portions of Common Areas designated "Golf Club Entrance and Landscape Easement Area" (or different language with similar meaning) on any recorded plat(s) of the Properties, for the construction, installation, maintenance, repair and, replacement of subdivision entrance monuments and signs, Golf Club entrance monuments and signs, walls, fences, ponds, waterfalls and other structures and improvements, of any kind, installed by Declarant or Club Owner, irrigation and lighting systems, berms, plantings and landscaping within the Golf Club Entrance and Landscape Easement Areas. No structures, improvements, plantings or other objects, temporary or permanent, shall be permitted in such easement without Declarant's and/or Club Owner's prior written consent. The reservation of this easement imposes no obligation on Declarant, or Club Owner, their successors and assigns, to continue to maintain the plantings and landscaping within the Golf Club Entrance and Landscape Easement Areas; however, in the event the Golf Club Entrance and Landscape Easement Areas are not maintained by Declarant and/or Club Owner to a standard comparable to or better than the maintenance of areas similar in size and area maintained by the Association, the Association shall have the right to maintain the Golf Club Entrance Landscape Easement Areas; if, after giving Declarant and Club Owner sixty (60) days' written notice to have the maintenance of the Golf Club Entrance Landscape Easement Areas brought up to such standard, Declarant and/or Club Owner have not brought the maintenance up to such standard. Declarant, for itself, its successors and assigns, and for the Club Owner, also reserves an easement over any portion of the Common Areas designated as a "Golf Cart Crossing" or "Golf Cart Tunnel" over any portion of the Common Areas for the construction, installation, maintenance, repair, replacement and use of such crossings and tunnels for the benefit of the Club Owner and Club Property, with the Club Owner being responsible for the maintenance, repair and replacement of such improvements.

ARTICLE IX

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify any and all persons who may serve or whom have served at any time as directors or officers of the Association against any and all expenses, including amounts paid upon judgments, legal fees and amounts paid in settlement (before or after suit is commenced), actually and necessarily incurred by such persons in connection with the defense or settlement of any claim, action, suit or proceeding in which they, or any of them, are made parties, or a party, which may be asserted against them or any of them, by reason of being or having been directors or

officers or a director or an officer of the Association, except in relation to matters as to which any such director or officer or former director or officer or person shall be adjudged in any action, suit, or proceeding guilty of willful and intentional negligence or misconduct in the performance of his or her duties to the Association. Provided, however, that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association.

The provisions hereof shall be in addition to and not exclusive of any and all other rights to which any director or officer may otherwise be entitled under any law, By-law agreement, vote of Association Members or otherwise. In the event of death of any officer or director, the provisions hereof shall extend to such person's legal heirs, representatives, successors and assigns. The foregoing rights shall be available whether or not such person or persons were in fact directors or officers at the time of incurring or becoming subject to such expenses, and whether or not the proceeding, claim, suit or action is based on matters which antedate the adoption of this provision.

ARTICLE X

ARCHITECTURAL REVIEW BOARD

Section 1. Establishment. Declarant, or its designated assigns, shall establish an Architectural Review Board (the "Board", "A.R.B." or "Committee") to perform the architectural review functions set forth in this Declaration and shall adopt the procedural rules and regulations for the performance of such duties by the A.R.B., including procedures for the preparation, submission and determination of the application for any approvals required by this Declaration. The current rules and regulations for the A.R.B. are known as the Architectural Design Guidelines attached hereto as Exhibit "E" and incorporated herein by reference. The A.R.B. shall consist of not less than three (3) nor more than five (5) Members, each serving one-year terms, with such alternate Members as Declarant may deem necessary. Declarant, or its designated assigns, shall appoint all of the original Members of the A.R.B., and Declarant shall continue to appoint all Members of the A.R.B. until Declarant no longer owns any Lot or any portion of the property described in Exhibit A or Exhibit B to this Declaration, at which time the Board of the Association shall have the power to appoint all of the Members of the A.C.C, with the exception that the Club Owner shall have the right to appoint one (1) Member to the A.R.B. which Member shall be designated the Club Owner's representative who shall have any additional approval rights set forth in Article XI of this Declaration. The appointees of the Board or Declarant need not be Members of the Association. Additionally, such appointees need not be architects, Owners, lessees or residents and they do not need to possess any special qualifications of any type except such as the Board or Declarant may, in their discretion, require. However, it is recommended that at least one Member of the A.R.B. be an architect, planner, engineer, developer or other

Member of a profession engaged in the construction or development industry. The A.R.B. shall hold regular meetings, a quorum for such meeting shall consist of a majority of the regular Members, and the concurrence of a majority of the regular Members at a meeting shall be necessary for any decision of the A.R.B. Alternate Members, approved by Declarant may participate at any meeting at which there is not a quorum of regular Members present, may constitute a quorum by his (their) presence and shall have all of the authority of a regular Member while so participating. The decision of the A.R.B. shall be final on all matters submitted to it pursuant to this Declaration.

Section 2. Review by Committee. With the exception of structures designed and/or constructed by Declarant, prior written approval by the A.R.B. shall be required of all new construction at the Property. In addition, no alteration or modification to an existing dwelling unit constructed by Declarant or any other structure previously approved by the A.R.B., whether dwellings, buildings, gazebos, storage sheds, room additions, rooms, fences, walls, canopies, statuary, awnings, roofs, devices to be mounted on roofs, exterior lighting facilities, athletic facilities, pools, landscaping or tree removal, changes in exterior paint color, or other similar improvements or attachments, shall be constructed and no alteration of the established drainage on a Lot shall be made unless complete plans and specifications therefor have been first submitted to and approved in writing by the A.R.B. The A.R.B. shall exercise its best judgment (neither arbitrarily nor capriciously) to the end that all such changes, improvements and alterations requested for properties within the Properties conform to and harmonize with the existing surroundings, dwellings, landscaping and structures. Final plans and specifications shall be submitted to the Committee in accordance with the regulations set forth in the Architectural Design Guidelines. At such time as the plans meet the approval of the Committee one complete set will be retained by the Committee and the other set shall be marked "approved" on behalf of the Committee and returned to the Owner or his designated representative. If disapproved by the Committee one set of such plans shall be returned marked "disapproved" and shall be accompanied by a statement setting forth the reasons for disapproval. In no event shall the Committee give verbal approval or disapproval of any plans. If the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the date of submission, written approval of the matter submitted shall not be required and compliance with this Article shall be deemed to have been completed, so long as the submission does not otherwise violate or fail to conform to any restrictions or requirements of this Declaration or previously established requirements of the A.R.B. in which event the submission shall be deemed disapproved by the Committee. An Owner submitting plans to the Committee shall have the burden of establishing the date upon which the Committee received said plans.

Section 3. Subcommittee. The Architectural Review Board with the advice and consent of the A.R.B. is herein empowered to form a subcommittee to the Architectural

Review Board the ("Sub A.R.B." or "Subcommittee") comprised of Members of the Association. The Subcommittee shall be comprised of such number of Members as the A.R.B. deems reasonable and necessary in order to carry out its function. The A.R.B. shall be entitled to delegate to the Subcommittee such responsibilities and activities as the A.R.B., in its discretion, shall determine, including but not limited to the ability to preview submittals to the A.R.B. and make non-binding recommendations thereon. Such Subcommittee shall serve at the discretion of the A.R.B. and/or the Board and may or may not be continued following transfer of control of the A.R.B. to the Association.

Section 4. Appeal. Any Owner aggrieved by a decision of the Sub A.R.B. may appeal the decision to the A.R.B. in accordance with procedures to be established by the A.R.B. Such procedures would include the requirement that the appellant has modified the requested action or has new information which would, in the A.R.B.'s opinion, warrant a reconsideration. If the A.R.B. fails to allow an appeal or if the A.R.B., after appeal, again rules in a manner aggrieving the appellant, the decision of the A.R.B. is final.

Section 5. Fee. The A.R.B. will establish a reasonable processing fee to defer the costs of the Association in considering any requests for approvals submitted to it, which fee shall be paid at the time the request for approval is submitted.

Section 6. Architectural Design Guidelines and Development Standards. Declarant may develop, publish and promulgate architectural standards and guidelines (hereafter "Architectural Design Guidelines") which shall be used by the A.R.B. in reviewing any proposed plans, specifications and materials submitted to the A.R.B. for approval. In addition, the A.R.B. may develop development standards setting forth the minimum standards for the design, size, location, style, structure, color, mode of architecture, mode of landscaping and relevant criteria deemed important by the A.R.B. or by Declarant for the construction of improvements of any nature in the Properties with special emphasis on improvements adjacent to or visible from the Club Property. The purpose of such development standards will be to preserve and promote the character and orderly development of the Properties. By acceptance of a deed to any Lot, each Owner thereof and his successors and assigns agrees to be bound by all provisions of such development standards as may be adopted by the A.R.B. and to use diligence in keeping abreast of the provisions thereof and any amendments thereto.

Section 7. No Waiver. The approval or disapproval by the A.R.B. and/or Club Owner through its representative on the A.R.B., as the case may be, of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the A.R.B. and/or Club Owner, as the case may be, shall not be deemed: (a) to constitute a waiver of any right to approve or withhold approval or consent as to any similar proposals, plans and

specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent; (b) to prohibit the A.R.B. from modifying and amending the Architectural Design Guidelines from time to time (with the approval of the Board) to specifically permit any improvement previously prohibited, or (c) to prohibit any improvement previously permitted.

Section 8. Variance. The A.R.B. may authorize variances from compliance with the Architectural Design Guidelines when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. Such variances may only be granted, however, when unique circumstances dictate, as determined by the A.R.B., and no variance shall; (a) be effective unless in writing; or (b) estop the A.R.B. from denying a variance in other circumstances.

Section 9. Violation of Approved Plans and Right of Entry. If it is determined by the A.R.B. that work completed on any Lot has not been completed in compliance with the final plans approved by the Committee, the Committee or the Association may notify the Owner in writing of such non-compliance within thirty (30) days of inspection, specifying in reasonable detail the particulars of non-compliance and may require the Owner to remedy the same. The Association shall have the right to enter upon the Lot of any Owner and to perform compliance or remedy non-compliance as ordered by the Committee and the cost of such performance or remedy shall be charged to the Owner of the Lot in question, which cost shall be due within ten (10) business days after receipt of written demand therefore. If the Owner fails to remedy such non-compliance or to commence and continue diligently toward achieving compliance, Declarant or the Association (as their interests shall appear) shall notify the Owner that it shall take action to remove the noncomplying improvements and/or seek injunctive relief, recovery of costs incurred, and imposition of a fine, which fine shall not exceed ten percent (10%) of the cost of achieving compliance.

Section 10. Non-Liability for Approval of Plans. Architectural Review Board approval of plans shall not constitute a representation, warranty or guarantee, whether express or implied, that such plans and specifications comply with good engineering design or with zoning or building ordinances, or other governmental regulations or restrictions. By approving such plans and specifications neither the Architectural Review Board, the Members thereof, the Association, any Member thereof, the Board nor Declarant assumes any liability or responsibility therefore, or for any defect in any improvements constructed from such plans or specifications. Neither the Committee, any Member thereof, the Association, the Board nor Declarant shall be liable to any Member, Owner, occupant, or other person or entity for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; or (b) the construction or performance of any work, whether or not pursuant to the approved plans, drawings and specifications.

Section 11. Compliance with Laws. Review and approval of plans and specifications by the A.R.B. and/or Club Owner through its representative on the A.R.B., as the case may be, shall not imply or infer compliance with any law, ordinance or regulation, or structural integrity or safety of any improvements described in any approved plans and specifications. Review and approval as provided in this Article is for aesthetic purposes only. It is each Owner's sole responsibility to plan and construct any and all improvements in a manner which complies with all applicable codes, statutes, laws, ordinances and regulations in compliance with any approval granted hereunder.

Section 12. Club Improvements. Notwithstanding the provisions of this Article X, construction of any improvements in connection with the development of the Club, Golf Course and the Club Facilities, including the construction and development of a club house and other improvements on the Club Property, shall not be subject to the provision of this Article X and such improvements on the Club Property may be constructed and the Club Property may be developed without any submission, review and approval of the plans and specifications or the approval of any other matters in connection therewith by the A.R.B. The improvement and development of the Golf Course and any revisions or changes thereto in the future are not subject to the provisions of this Article X.

Section 13. Duty to Complete Improvements. An Owner shall complete all approved improvements, subject to unforeseen circumstances and causes beyond the reasonable control of such Owner, as reasonably determined by the A.R.B. within twelve (12) months following commencement of construction of such approved improvements.

Section 14. Approved Builder List. In order to promote a high quality development of homes on the Properties, Declarant is retaining the right to approve all builders who will construct homes on any of the Lot(s). By accepting title to any of the Lot(s), each Owner acknowledges and agrees that only a builder approved by the Declarant, in the Declarant's sole discretion, will be eligible to construct a home on any of the Lot(s). The Declarant will provide each Owner with a list of the Approved Builders, and the Declarant reserves the right to add to such list or to remove builders from such list upon reasonable notice to the Association. Each Lot Owner acknowledges and agrees that Declarant is not responsible for any of the work performed by Approved Builders, and each Lot Owner is solely responsible for all contractual arrangements with the builder selected by the Lot Owner for the construction of a home on a Lot and for making the necessary arrangements to make sure that such builder complies with the provisions of this Declaration and all building codes and regulations in connection with the construction of a home on a Lot in the Subdivision.

ARTICLE XI

THE CLUB AND GOLF COURSE

Section 1. Owner's Covenants: Acknowledgment. With respect to the Club, the Club Property and the Golf Course, the Owners of any Lot shall be subject to the additional covenants that are set forth in this Article XI. Each Owner acknowledges that Declarant is not the owner of the Club, and that Declarant is not responsible for the construction, ownership or operation of the Golf Course. The Club Owner is offering, by invitation only, golf memberships in the Club to Purchasers of Lot(s), and to other parties who may not be residents of River's Bend, on a "first come, first serve" basis. Such golf memberships in the Club are subject to the application requirements and rules and regulations established by the Club Owner, in its sole discretion, from time to time. Declarant does not make any representation or warranty to any Owner that golf memberships in the Club will be available to an Owner of a Lot in River's Bend, and it is the sole responsibility of an Owner to apply for such memberships directly with the Club Owner.

Section 2. The Club. The Club Property is a part of the Properties and is hereby made subject to the covenants, conditions, restrictions, easements, charges and liens contained in this Declaration as more particularly set forth herein. The Club, the Members of the Club, their visitors, guests and invitees shall have certain perpetual non-exclusive easements over the Properties as set forth in Article IV hereof; provided, however, that such easements as they relate to the use of the Common Area by the Club or its Members, their visitors, guests and invitees shall be only as to those portions of the Common Area as is necessary for such persons' use. Each Owner acknowledges that the use of the Common Areas by the Club or its Members, their visitors, guests and invitees may increase the number of people using the Common Areas. Any disputes as to what constitutes a normal purpose or what portions of the Common Areas are necessary for such persons' use shall, during the term of this Declaration, be determined by Declarant in its sole and absolute discretion. Declarant reserves the right, in its sole discretion and with no other approval being required, to impose upon the Common Area such other easements which are required for the use and enjoyment of the Club Property. The location of a Lot within the Properties may result in nuisances or hazards to such Lot or to persons on, making use of or in transit to or from such Lot, or to property on such Lot as a result of normal Club Operations. Each Owner covenants for itself, its successors in interest and assigns, and its contractors, sub-contractors, tenants, guests and invitees that it shall assume all risks associated with such location, including, but not limited to, the risk of property damage or personal injury arising from stray golf balls or actions incidental to such Club activities, and shall indemnify and hold harmless the Association, Declarant, the Club Owner, the Club, and any other entity owning or managing the Golf Course or the Club, and any of their officers, directors, agents or the employees, from any and all liabilities, claims or

expenses, including attorneys' fees and expenses, arising from such property damage or personal injury. Nothing in this Section 2 shall restrict or limit any power of Declarant, the Club Owner or any entity owning or managing the Golf Course to change the design of the Golf Course, and such changes, if any, shall not nullify, restrict or impair the covenants contained herein.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, NEITHER THE CLUB NOR ANY OF THE CLUB FACILITIES WILL BE COMMON AREA UNDER THIS DECLARATION, AND THE OWNERSHIP OF A LOT AND/OR MEMBERSHIP IN THE ASSOCIATION DOES NOT IN ANY WAY CONFER ANY OWNERSHIP INTEREST IN OR ANY EASEMENT OR RIGHT TO USE THE CLUB, THE CLUB PROPERTY OR ANY CLUB FACILITIES OR AMENITIES, AND NO SUCH INTEREST, RIGHT, EASEMENT OR RIGHT OF USE IS CREATED UNDER THIS DECLARATION BY IMPLICATION. THE CLUB MAY HAVE MEMBERS WHO ARE NOT OWNERS OR MEMBERS OF THE ASSOCIATION.

Section 3. Signage. No signs other than a for sale sign approved by Declarant will be allowed on the Golf Course side of any Lot or Common Area contiguous to the Golf Course other than emergency or warning signs established by Declarant or its designated assigns or the Club Owner.

Section 4. Construction Limits. With respect to portions of the Properties which are contiguous to the Golf Course:

(a) Reasonable efforts shall be made to screen locations of construction material storage areas, chemical toilets, dumpsters and other unsightly items from the line of sight of the Golf Course;

(b) All construction areas shall be kept in good order; all debris shall be placed in dumpsters which shall be emptied as necessary during construction in order to prevent spillage of debris on the ground, or handled as otherwise directed by the Declarant;

(c) Except for drainage required by governmental authorities, no permanent open trenches will be located adjacent to the Golf Course. Any trenches required by governmental authorities shall be designed so as to minimize any adverse aesthetic impact on the Golf Course and the Properties.

(d) Erosion control measures such as silt fences shall be implemented and maintained throughout the construction process so as to prevent siltation onto the Golf Course.

Section 5. Easement Regarding Golf Club. Declarant, the Club's Members and/or users and visitors to the Club, shall have a perpetual, non-exclusive easement in their favor, to use the public roads and entrance ways and other Common Areas as necessary during any use of the Club golf facilities or as a spectator, worker or purveyor at or for any tournament or activity in connection therewith for the purposes of ingress, egress and access to such facilities. In addition, Declarant hereby dedicates and reserves for the benefit of the Club Property, the Club, its Members and/or users, visitors, agents and employees, non-exclusive perpetual easements, over, across and under certain portions of the Properties, indicated and shown on any record plats of the Properties, or in any separately recorded agreement, as being reserved as easements for the benefit of the Club or the Golf Course (for example, labeled as "Golf Course Easement" or "Easement for Golf Cart Tunnel" or "Easement for Cart Path"), for the following purposes, including the installation, maintenance, repair and removal thereof: (a) rights-of-way for pedestrian access, ingress and egress to and from the Golf Course; and (b) rights-of-way for golf cart, golfing individuals, and maintenance vehicle access, ingress and egress to and from the Golf Course. Any disputes as to the extent of any of the above described easements during the term of this Declaration, shall be determined by Declarant or its designated successor, in its sole and absolute discretion. Declarant or its designated successor, reserves the right to impose upon the Properties such other easements as are required for the enjoyment of the Club golf facilities.

Section 6. Easement for Golf Balls: Limitation of Liability. Every Lot, Common Area and other portions of the Properties are hereby burdened with an easement permitting golf balls unintentionally to come upon the Lots, Common Area or other portions of the Properties immediately adjacent to the Golf Course and for golfers from the Golf Course at reasonable times and in a reasonable manner to come upon the exterior portions of a Lot, Common Area or other portions of the Properties to retrieve errant golf balls. However, if any Lot is fenced or walled, the golfer will seek the Owner's permission before entry. Each Owner by acceptance of a deed to any Lot acknowledges the possibility of personal injuries and/or property damage resulting from errant golf balls as a consequence of living in a residence situated on or near a golf course. Under no circumstances shall Declarant, the Association, the Club Owner or the operator of the Golf Course, be held liable for any damage or injury resulting from errant golf balls or the exercise of this easement; and all Owners agree and covenant for themselves their contractors, subcontractors, guests, tenants and invitees, successors in interest and assigns, not to make any claim or institute any action whatsoever against Declarant, the Association, the Club, the Club Owner, the operator of the Golf Course, the architect of the Golf Course, or any officers, directors, employees, agents or affiliates of any of them or their respective assigns, arising or resulting from any errant golf balls or any damages that may be caused thereby. Each Owner hereby acknowledges and agrees that Property is burdened with an easement hereby created permitting golf balls unintentionally to come upon the Common Area and Lots. Each Owner hereby waives and releases and agrees to indemnify and hold harmless Club Owner (and any person

retained by Declarant and/or Club Owner to design, construct or operate the Golf Course), Declarant, the Association and any authorized user of the Golf Course from any and all action, cause, suit, claim or demand whatsoever, in law or in equity, as a result of property damage or personal injury to such Owner, Owner's tenants, Owner's guests, family members, employees, licensees or invitees caused by an errant golf ball or otherwise attributable to the design, play or maintenance of the Golf Course. Each Owner agrees to provide a copy of this Article IV to any tenant of such Owner who occupies a residence within the Properties.

Section 7. Assumption of Risk and Indemnification. Each Owner by purchase of a Lot in the vicinity of the Golf Course hereby expressly assumes the risk of noise, personal injury or property damage caused by maintenance and operation of the Golf Course property, including, without limitation: (a) noise from maintenance equipment, it being specifically understood that such maintenance typically takes place around sunrise or sunset, (b) noise caused by golfers, (c) use of pesticides, herbicides and fertilizers, (d) view restrictions caused by maturation of trees and shrubbery, (e) reduction in privacy caused by golf traffic on the Golf Course, or the removal or pruning of shrubbery or trees on the Golf Course, (f) use of treated effluent for irrigation purposes and maintenance of golf course lake levels and (g) design of the Golf Course. Each Owner agrees that neither Declarant and/or Club Owner, their affiliates or agents nor any other entity owning or managing the Golf Course, shall be liable to Owner or any other person claiming any loss of damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of Owner's Lot to the Golf Course property, including, without limitation, any claim arising in whole or in part from the negligence of Declarant and/or Club Owner or any other entity owning or managing the Golf Course. The Owner hereby agrees to indemnify and hold harmless Declarant and/or Club Owner and any other entity owning or managing the Golf Course against any and all claims by Owner's visitors, tenants and others upon such Owner's Lot.

Section 8. Irrigation Systems. Club Owner and its employees shall have the right to use treated effluent to irrigate vegetation and turf and to maintain golf course lake levels (whether situated on the Golf Course and/or Common Areas) and the right to use chemicals for fertilizing vegetation and turf and for treatment of insects and turf diseases. Club Owner and employees shall be required to limit the areas irrigated or maintained with effluent and/or treated with chemicals to that property owned by Club Owner, the Golf Club Entrance Landscape Easement Areas, the Golf Club Landscape Easement Areas, right-of-ways and other portions of the Property under contract with Club Owner to provide maintenance or required to be maintained by Club Owner by this Declaration. Notwithstanding the above, Club Owner, Members or employees of Club Owner, shall not be held liable by the Association or any Lot Owners for any damages

occurring as a result of run-off of chemicals or treated effluent or wind drift thereof onto any part of the Property.

Section 9. Golf Facility. No Owner shall have any right, by virtue of ownership of any Lot within the Properties, whether or not contiguous to the Golf Course, of access, entry, or other use of the Golf Course or the Club Property, which is a private membership club. While River's Bend's property owners shall have the right to quiet enjoyment to their property, there shall be no activity on any parcels that are contiguous to the Golf Club Property or any other portion of River's Bend located within a distance of one hundred (100) feet from the boundary of the Golf Club Property that unreasonably disturbs play or the enjoyment of the Golf Club Property by Members and guests thereof, including, without limitation, undue noise, unsightly trash and debris, or any other noxious or offensive activity. There shall be no fencing or other obstructions on the remainder of any Lot within a distance of ten (10) feet from the boundary of the Golf Club Property without the prior written permission of the management of the Club and the Declarant. Each Lot Owner acknowledges and agrees that any fence in the rear yard of a Lot which abuts the Golf Course is subject to the prior approval by the Declarant, in Declarant's sole discretion. The Club Owner acknowledges and agrees that there shall be no fencing around or abutting the boundary of the Golf Club Property, except for temporary fencing erected during tournaments or for a limited time during any construction activity at the Golf Facility.

Section 10. PGA TOUR Event. The Club may, on one or more occasions each year, host a professional golf event sanctioned and/or sponsored by PGA TOUR ("PGA TOUR Event"). During the week of any such PGA TOUR Event, numerous spectators will be traversing the grounds of the Golf Club Property, which may necessitate the management of the Club or its designee(s) erecting temporary barriers and fencing at the boundaries of the Golf Club Property. Additionally, immediately preceding, during and immediately following the PGA TOUR Event, the management of the Club or its designee(s) may erect and maintain temporary tenting, buildings, scoreboards, signage and other structures at locations on the Club Property selected by management for the Golf Club Property which may be visible from portions of River's Bend and be in the direct line of sight for portions of River's Bend immediately adjacent to the Golf Club Property. In addition to the restrictions set forth elsewhere in this Article XI pertaining at all times, during the conduct of any PGA TOUR Event there shall be no unusual construction or other activity on any property within River's Bend, whether or not contiguous to the Golf Club Property, that, in the reasonable judgment of the management of the Club, disturbs play in, or the conduct of, the PGA TOUR Event, including the enjoyment thereof by spectators and the television broadcasting thereof. The Club management and its designees (e.g., the tournament sponsor) shall be entitled to restrict rights of way (other than any rights of way which have been publicly dedicated) and access to other areas contiguous to or near the Golf Club Property during the period of any PGA TOUR Event; provided, however, that Owners of Lots and

their guests and invitees shall have ingress to and egress from their property. While the Golf Club Property will be designed with the intent of holding a PGA TOUR Event, nothing herein shall be construed as a requirement that a PGA TOUR Event be held at the Club.

Section 11. Daily Construction Operations. During any PGA TOUR Event, no exterior work will be allowed on property within River's Bend if such work, in the reasonable judgment of the Club Owner, would disturb play in, or conduct of, the PGA TOUR Event, including the enjoyment thereof by spectators and the television broadcasting thereof. For purposes of illustration only, such prohibited construction work during any PGA TOUR Event shall include pile driving, hammering, jack hammering, sawing (by means of a power or chain saw), drilling and similar noise activities.

Section 12. Excavation. Any trenches located within a distance of ten (10) feet from the boundary of the Golf Facility must be closed overnight unless effectively barricaded and marked to indicate a hazardous condition, except that during the conduct of any PGA TOUR Event, all such trenches shall be closed and the ground returned to its previous condition.

Section 13. Construction Vehicles and Parking. Construction parking will be restricted to the street side of any property contiguous to the Golf Club Property (i.e., away from the common boundary with the Golf Club Property.)

Section 14. Blasting. No blasting will be permitted during any PGA TOUR Event.

Section 15. Construction Access Across or Over Golf Facility. In order to prevent damage to the Golf Club Property, at no time will access be allowed across or over the Golf Club Property for storage or transportation of labor or materials or location of construction equipment other than in connection with any construction easements approved in advance in writing by the Club Owner.

Section 16. Noise. No radios, tape, compact disc or record players, telephone horns, unusually loud bells or other similar noise producing apparatuses will be allowed on any property located within a distance of one hundred fifty (150) feet from the boundary of the Golf Facility during any construction on such property, or at any time if, in the reasonable judgment of the Club Owner, such sounds would disturb play in, or conduct of, the PGA TOUR Event, including the enjoyment thereof by spectators and the television broadcasting thereof.

Section 17. Additional Construction Restrictions.

(a) All contractors shall schedule and perform their work in a good and workmanlike manner and use reasonable efforts to minimize any detrimental impact on

play, including, without limitation, play in any PGA TOUR Event and the enjoyment thereof by spectators and the television broadcasting thereof.

(b) No work will be allowed that will restrict or otherwise hinder access to the Club Property (except in the event of any emergency) until such work is coordinated with, and approved by, the Club Owner.

(c) Except in the event of emergency, no work will be allowed on major master sewer or storm drainage lines located within a distance of fifty (50) feet from the boundary of the Golf Facility during the period beginning thirty (30) days before and extending until the completion of any PGA TOUR Event. All work performed on any such major master sewer or storm drainage lines shall be coordinated with the management of the Golf Facility and shall be completed at least thirty (30) days prior to the start of the PGA TOUR Event.

(d) All contractors shall exercise reasonable care to restore any area affected by its construction activities to its original condition.

Section 18. Easement For Errant Golf Balls and Overspray.

(a) All of the Lots and Common Areas are subject to a perpetual easement permitting golf balls unintentionally to come upon and fly over such land and for golfers, at reasonable times and in a reasonable manner to come upon the land to retrieve errant golf balls; provided, however, if any of the land is fenced or otherwise secured, the golfer shall seek the owner's permission before entry and nothing herein shall give any person the right to enter any dwelling, building or other structure on such property to retrieve golf balls; and provided further, that nothing herein shall permit a golfer to strike a golf ball from any land outside the Golf Club Property. The existence of this easement shall not relieve golfers striking the errant golf balls of liability caused by any such errant golf balls.

(b) The Club Owner, their agents, successors and assigns, shall at all times have a right and non-exclusive easement of access and use over those portions of all Common Areas reasonably necessary to the operation, maintenance, repair and replacement of the Golf Club Property, including, but not limited to, use (excluding parking) during any PGA TOUR Event.

(c) The portion of the Properties immediately adjacent to the Golf Club Property are hereby burdened with a non-exclusive easement in favor of the Golf Club Property for overspray of water from the irrigation system serving the Golf Club Property, from the sprayer of fertilizer, pesticides and other chemicals used on the Golf Club Property and for the incursion onto that portion of the Properties maintenance and other vehicles performing work on the Golf Club Property.

(d) The Club Owner, their agents, successors and assigns, shall have a perpetual, exclusive easement over the Lots and Common Areas for the purpose of retrieving golf balls from bodies of water within Common Areas lying reasonably within range of golf balls hit from the Golf Club Property. Under no circumstances shall the owner or Club Owner, any Member or partner thereof, or any affiliate of any such Member or partner, or their respective employees, officers, directors or agents, or any architect, builder, land planner or contractor hired or retained by such owner of the Golf Club Property, in their capacities as such, be held liable for any damage or injury resulting from errant golf balls hit by third parties, retrieval of errant golf balls by third parties or for the overspray from the Golf Club Property.

Section 19. Enforceability. The rights and obligations to implement the enforcement of the provisions of this Article XI and of those portions of the other covenants, conditions and restrictions herein contained that are directed to the protection of and enjoyment of the Club Property, the Golf Course and the orderly conduct of the Golf Tournament shall be and are hereby delegated to and become the sole responsibility of the Club Owner, its successors and assigns; provided, however, that the Declarant and/or the Association shall also have the right, but not the obligation, to enforce any of the provisions of this Article XI.

ARTICLE XII

COMMON AREA AND LOT MAINTENANCE

Section 1. Maintenance by Association. The Association shall repair and maintain the Common Area and all improvements, utilities and facilities located on the Common Area, except for the Common Area subject to the Golf Club Entrance Landscape Easement Areas. In addition, the Association shall repair and maintain the Landscape and Signage Easements, Bridge Structure Area and HOA Drainage Easements as provided in Article VI and the Golf Club Landscape Easement Areas as provided in Article VIII.

Section 2. Maintenance by Owners. Each Owner shall, at all times, maintain, repair and otherwise be responsible for his Lot and all structures, parking areas and other improvements thereon. Owners of Lots which are located adjacent to the Golf Course shall maintain that portion of their Lot located within fifty (50) feet of the Golf Course boundary to a level at least equivalent with the level of maintenance being performed on that portion of the Golf Course Property adjacent to the Lot. Owners of Lots fronting on public streets within the Properties shall maintain driveways serving their respective Lots and shall maintain landscaping, sidewalks and private mail boxes located within the public street right-of-way between the Lot boundary line and the nearest curb or pavement edge. Owners shall have no right to remove trees, shrubs or other existing vegetation from the Lot or the public street right-of-way adjacent to the Lot without prior

approval of the A.R.B. An Owner shall be responsible for replacement and reconstruction of improvements on his Lot required because of damage or destruction by fire or other casualty. Each Owner shall maintain, repair and replace the surface and subsurface drainage facilities, swales and appurtenances located on his Lot as may be necessary to maintain good and proper drainage of the property and other real property in the vicinity, except for such facilities the maintenance of which has been assumed by Warren County or other governmental entity. If any Owner, after Notice and Opportunity for Hearing, falls to maintain, repair and replace such drainage facilities, swales and appurtenances as required herein, the Association, at the expense of such Owner, shall maintain, repair and replace such drainage facilities, swales and appurtenances at the sole cost and expense of such Owner, and the Board, without the vote or written consent of Members, may levy a special assessment against such Owner to obtain reimbursement therefor as provided in Section 12 of Article V hereof. No Structure shall be placed or permitted to remain on any Lot which may damage or interfere with the use, maintenance, repair or replacement of such drainage facilities, swales and appurtenances and no Owner shall do any work, construct any improvements, place any landscaping or suffer the existence of any condition whatsoever which shall alter or interfere with the drainage pattern for the Lots or Common Area as established in connection with the approval of the subdivision plat or plats applicable to River's Bend by the Warren County, except to the extent such alteration in drainage pattern is approved in writing by the Architectural Review Board and all public authorities having jurisdiction.

All such drainage facilities, swales and appurtenances shall at all times be accessible to Declarant until River's Bend is completed and at all times shall be accessible to the Association and all persons installing, using, maintaining, repairing or replacing such drainage facilities, swales and appurtenances. Declarant may from time to time present for recordation in the official records of the Warren County instruments showing approximate locations of subsurface storm drainage facilities and of subsurface groundwater drainage facilities.

Section 3. Negligence. The cost of repair or replacement of any improvement to be maintained and kept in repair by the Association, which repair or replacement is required because of the act or omission of any Owner, shall be the responsibility of and paid for by such Owner.

Section 4. Right to Enter. After reasonable notice to the occupant, the Association or its agents shall have access over and upon any Lot when necessary in connection with any repair, maintenance, or replacement of improvements for which the Association is responsible or for the enforcement of this Declaration, and each Owner shall accept title to his Lot subject to such right of access of the Association or its agents. By way of illustration, and not limitation, the Association may repair, maintain and replace drainage facilities and/or drainage swales on a Lot.

Section 5. Failure to Maintain by Owner. All maintenance required by Owners under this Article XII shall be performed in a manner consistent with the Declaration, By Laws, Architectural Design Guidelines and all other applicable rules and regulations. If any Owner of a Lot fails properly to perform his or her maintenance responsibilities or removes trees, shrubs or any other vegetation without A.R.B.'s approval, the Association, after giving Owner a minimum of seven (7) days written notice to cure the failure to maintain, shall have the right, but not the obligation, to enter such Owners Lot to maintain said Lot and assess all costs incurred by the Association against the Lot and the Owner thereof as a special assessment as provided in Section 12 of Article V.

ARTICLE XIII

USE RESTRICTIONS AND MAINTENANCE

The Property shall be subject to the following restrictions:

Section 1. Purpose of the Property. Except for Lots designated as Common Areas, the Property shall be used only for residential purposes and common recreational purposes auxiliary thereto. Garages shall be used only for the parking of vehicles and other customary uses and shall not be used for or converted into living area, (e.g. family room, bedrooms, offices or recreational rooms). An Approved Builder shall have the right to use unsold residences as model homes or sales offices. The provisions of this paragraph shall not apply to any Lot owned by Declarant.

Section 2. Nuisance. No obnoxious or offensive activity of any kind shall be engaged in on any Lot nor shall any Owner or occupant thereof engage in any activities that interfere with the quiet enjoyment, comfort and health of the occupants of adjacent neighboring Lots.

Section 3. Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets (excluding pot-belly pigs) may be kept, provided that they do not exceed three (3) in number and they are not kept, bred or maintained for any commercial purpose. Notwithstanding the above, in the event such household pets have a litter, the Owner shall have a period of one hundred twenty (120) days from the date of such birth to dispose of such excess pets. The ownership of all pets shall be in compliance with all local laws and regulations. Without limiting the foregoing, each Owner agrees that all dogs or other pets shall be kept on a lease whenever such pets are not on the Owner's property, and all pets shall be kept off of the Golf Course Property at all times.

Section 4. Trash. No burning of any trash and no accumulation or storage of litter, new or used building materials or trash of any kind shall be permitted on any Lot. Trash and garbage shall be placed in sanitary containers and shall not be permitted to remain in the public view except on days of trash collection.

Section 5. Automobiles, Recreational Vehicles, Boats, Travel Trailers. No recreational vehicle, mobile home, boat, travel trailer or commercial vehicle shall be parked or stored on any Lot, for a period in excess of forty-eight (48) hours during any calendar month, unless the same is in the garage and completely out of view. Trucks exceeding a three-quarter (3/4) ton rating are prohibited, unless such trucks are kept in the garage and completely out of view.

No vehicle in inoperable condition shall be stored on any Lot for a period in excess of five (5) days unless the same is in the garage and completely out of view.

Section 6. Garage and Yard Sales. There shall be no more than two (2) garage or yard sales held by the Owner or residents of any Lot during any twelve (12) month period. Further, unless approved by the Declarant, there shall be no garage and/or yard sales during any PGA TOUR Event or during the Homearama 2000 Show.

Section 7. Irrigation. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals or other ground or surface waters within the Property or within the Club Property shall be installed, constructed or operated within the Property by a Lot Owner without the expressed written permission from the Association, Declarant and the Club Owner.

Section 8. Water Bodies. All lakes, ponds and streams within the Property and on the Club Property shall be aesthetic amenities only and no use thereof is permitted for, including, without limitation, swimming, boating, playing, fishing or use of personal flotation devices, skating or sledding. No ice skating or sledding shall be permitted on the Common Areas. Declarant and the Association, and their directors, officers, committee members or employees shall not be responsible for any loss, damage or injury to any person or property as a result of ice skating or sledding on the Property.

ARTICLE XIV

GENERAL PROVISIONS

Section 1. Enforcement. Declarant, the Association, the Club Owner or any Owner, shall have the right to enforce, by any proceeding at law or in equity against any person or persons violating or attempting to violate any restriction, condition, covenant, reservation, lien and charge now or hereafter imposed by the provisions of this Declaration, either to restrain or to enjoin violation or to recover damages, and against

the land to enforce any lien created by this Declaration. Failure or forbearance by Declarant, the Association, the Club Owner or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no ways affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The Declaration may be amended from time to time, as follows:

(a) By Declarant. Declarant reserves the right and power and each Lot Owner by acceptance of a deed to a Lot is deemed to and does grant to Declarant a Power of Attorney coupled with an interest which shall run with the title to the Lot, and shall be irrevocable except by Declarant for a period of fifteen (15) years from the date hereof, to amend this Declaration, without the approval of the Lot Owners: to the extent necessary to conform to any requirements imposed or requested by any governmental agency, planning or zoning body, public authority, utility company, the Club Owner, or financial institution (including the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or similar agency); eliminating or correcting any typographical or other inadvertent error herein; eliminating or resolving any ambiguity herein; making nominal changes; clarifying Declarant's original intent; to satisfy any requirements of Declarant's lender; to the extent Declarant reserves the right to amend this Declaration as provided in this Declaration; or to the extent necessary to enable Declarant to meet any other reasonable need or requirement in order to complete the development of the property or to facilitate the making and marketing of first mortgages upon any of the Lots. Any amendment must be recorded and shall take effect only upon recording.

(b) By Lot Owners. The covenants and restrictions of this Declaration shall run and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated or altered by a vote of seventy-five (75%) percent of a vote of the Owners after the expiration of said twenty-five (25) year period. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by the Owners of not less than seventy-five (75%) percent of the Lots, and thereafter by an instrument signed by the Owners of not less than seventy-five (75%) percent of the Lots; provided, however, that Declarant's rights hereunder may not be amended or altered without Declarant's prior written consent and Club Owner's rights hereunder may not be amended or altered without Club Owner's prior written consent. Any amendment must be properly recorded and shall take effect only upon recording. For the purpose of this section, additions to the Existing Property as

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

Section 5. Conflicts. In the case of any conflict between this Declaration and either the Articles of Incorporation or the By Laws of the Association, the Declaration shall control.

Section 6. Condemnation. In the event any Common Area or any portion thereof is made the subject matter of any condemnation or eminent domain proceedings or other sought to be acquired by a condemning authority, the proceeds of any award or settlement shall be distributed to the Association for the common benefit of the Lot Owners and their mortgagees, as their interests appear.

Section 7. Disclaimer. Notwithstanding anything contained herein or in the Articles of Incorporation, By-Laws, Rules or Regulations or any other document governing or binding the Association (collectively the "Association Documents"), the Association, Declarant and the Club Owner shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Member, occupant or user of any portion of the Properties, including, without limitation, Owners and their respective families, guests, tenants, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. It is the express intent of the Association Documents that the various provisions thereof, that are enforceable by the Association and govern or regulate the uses of the Properties, have been written, and are to be interpreted and enforced, for the sole purpose of maintaining the enjoyment of the Properties. The Association, the Declarant and the Club Owner are not empowered, and have not been created, to act as an entity which enforces or ensures any other individual's or entity's compliance with the laws of the United States, State of Ohio or any other jurisdiction or the prevention of criminal, tortious or like regulated activities. Each Owner, by taking title to any Lot, covenants and agrees to hold harmless and to indemnify the Association, the Declarant, the Club Owner and their respective directors, trustees, officers, agents, parties and affiliates from and against all claims, causes of action and liabilities, of any kind whatsoever, by an invitee, licensee, family member, employee or other representative or agent of that Member for any loss or damage arising in connection with the use, ownership or occupancy of any portion of the Properties including, without limitation, any claim by an invitee, licensee, family member, employee or other representative relating to personal injuries and/or property damage resulting from errant golf balls from the Golf Course (as provided in Article XI hereof).

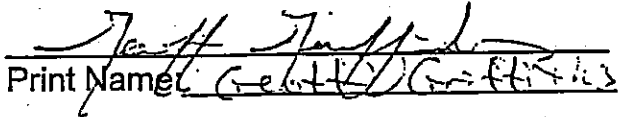
IN WITNESS WHEREOF, Declarant has caused this instrument to be executed this 8th day of December, 1999.

RIVERS BEND LAND COMPANY, LTD.,
an Ohio limited liability company

By:

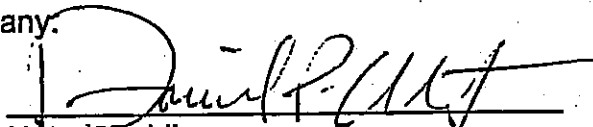

William E. Hines,
President


Print Name: DANIEL P. UTT


Print Name: Robert H. Griffiths

STATE OF OHIO)
COUNTY OF WARREN) SS:

The foregoing instrument was acknowledged before me this 8th day of December, 1999, by William E. Hines, the President of **RIVERS BEND LAND COMPANY, LTD.**, an Ohio limited liability company, on behalf of the company.


Notary Public



DANIEL P. UTT, Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date, Section 147.03 O.R.C.

This Instrument prepared by:

Daniel P. Utt, Esq.
Katz, Teller, Brant & Hild
2400 Chemed Center
255 E. Fifth Street
Cincinnati, OH 45202
(513) 721-4532
KTBH: 412662.8

38-158
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acc

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS
AND LIENS FOR RIVER'S BEND GOLF CLUB COMMUNITY**

**THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, EASEMENTS AND LIENS FOR RIVER'S BEND
GOLF CLUB COMMUNITY** (the "First Amendment") is entered into on the 31st day of
January, 2001, by **RIVERS BEND LAND COMPANY, LTD.**, an Ohio limited liability
company (the "Declarant").

WITNESSETH:

A. Declarant is the developer of the subdivision known as the River's Bend Golf Club Community located in Hamilton Township, Warren County, Ohio (the "Subdivision"). In connection with the development of the Subdivision, the Declarant has previously created the Declaration of Covenants, Conditions, Restrictions, Easements and Liens for River's Bend Golf Club Community which is recorded in Official Record Book 1874, Page 439, et al., of the Warren County, Ohio Recorder's Office (collectively, the "Declaration"). All of the Property and the Lots in the Subdivision which are currently subject to the Declaration are described in Exhibit "A" to the Declaration. *A copy which is also attached hereto as Exhibit A.*

B. The Declaration establishes a general plan for the improvement and development of the Subdivision; establishes certain covenants, conditions, easements and restrictions which benefit and burden each of the Lots in the Subdivision as covenants running with the land; and provides for the creation of River's Bend Golf Club Community Homeowners' Association.

C. Declarant has reserved the right and power, pursuant to Article XIV, Section 3(a) of the Declaration, to amend the Declaration, without the approval of Lot Owners in the Subdivision, for various reasons, including, without limitation, to clarify Declarant's original intent or to the extent necessary to enable Declarant to meet any other reasonable need or requirement in order to complete the development of the Property subject to the Declaration.

D. Declarant desires to make certain amendments to the Declaration as set forth in this First Amendment.

F. The foregoing recitals shall constitute a binding part of this First Amendment. Except as otherwise defined in this Second Amendment, all defined or capitalized terms shall have the meaning ascribed to such terms in the Declaration.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby makes the following amendments to the Declaration:


1. Pool, Tennis and/or Healthplex Facility. Article V, Section 13 of the Declaration is hereby supplemented and amended to include the following provisions in order to clarify the Declarant's development intent with respect to such amenities: Declarant is currently in the process of finalizing its plans for the Health Facilities. In order to potentially reduce the capital costs associated with construction and operation of the Health Facilities, Declarant, in its sole judgment and discretion, may elect to transfer responsibility for the construction, ownership and operation of the Health Facilities to another entity (the "Operating Company"). The Operating Company will be a for-profit corporation, and Declarant or its members or affiliates, may participate in the ownership of the Operating Company. If Declarant makes the decision to transfer ownership and operation of the Health Facilities to the Operating Company, Declarant will not transfer responsibility for ownership and operation of the Health Facilities to the Association. In any event, as currently provided in the Declaration, each Lot Owner will have the right to use the Health Facilities, and will be subject to an annual assessment, which may be payable monthly, for the use of the Health Facilities as determined by the Declarant or the actual Operating Company. Declarant will be recording a further amendment to the Declaration concerning the Health Facilities, the general and, potentially, special assessment amounts, and the rules and regulations for use of the Health Facilities once finalized by the Declarant."

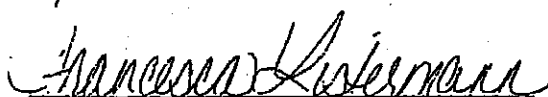
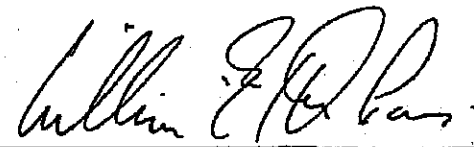
2. Binding Effect. Except as specifically modified by this First Amendment, the Declaration remains in full force and effect without modification. Declarant hereby ratifies and confirms the Declaration as modified by this First Amendment.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed by its duly authorized representative as of the 31st day of January, 2001.

WITNESSES:

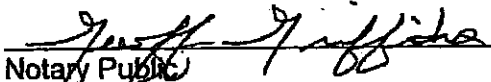
RIVERS BEND LAND COMPANY, LTD.


Name Printed: Geoff Griffin

 By: 
Name Printed: Francesa Listermann William E. Hines, President

STATE OF OHIO)
) SS
COUNTY OF HAMILTON)

The foregoing instrument was acknowledges before me this 31st day of January, 2001 by William E. Hines, President of **RIVER'S BEND LAND COMPANY, LTD.**, an Ohio limited liability company, on behalf of said company.


Notary Public

This instrument prepared by:
Daniel P. Utt, Esq.
Katz, Teller, Brant & Hild
2400 Chemed Center
255 East Fifth Street
Cincinnati, Ohio 45202-4724
(513) 721-4532



GEOFFREY GRIFFITHS
Notary Public, State of Ohio
My Commission Expires Jan. 10, 2006

KTBH: 470181.1

COPY

**SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS
AND LIENS FOR RIVER'S BEND GOLF CLUB COMMUNITY**

**THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, EASEMENTS AND LIENS FOR RIVER'S BEND
GOLF CLUB COMMUNITY** (the "Second Amendment") is entered into on the 21ST day
of February, 2001, by **RIVERS BEND LAND COMPANY, LTD.**, an Ohio limited liability
company (the "Declarant").

WITNESSETH:

A. Declarant is the developer of the subdivision known as the River's Bend Golf Club Community located in Hamilton Township, Warren County, Ohio (the "Subdivision"). In connection with the development of the Subdivision, the Declarant has previously created the Declaration of Covenants, Conditions, Restrictions, Easements and Liens for River's Bend Golf Club Community which is recorded in Official Record Volume 1874, Page 778, et al., of the Warren County, Ohio Recorder's Office as amended by the First Amendment thereto recorded in Official Record Volume 2085, Page 773 (collectively, the "Declaration"). All of the Property and the Lots in the Subdivision which are currently subject to the Declaration are described in Exhibit "A" to the Declaration, a copy of which is also attached hereto as Exhibit "A".

B. The Declaration establishes a general plan for the improvement and development of the Subdivision; establishes certain covenants, conditions, easements and restrictions which benefit and burden each of the Lots in the Subdivision as covenants running with the land; and provides for the creation of River's Bend Golf Club Community Homeowners' Association.

C. Declarant has reserved the right and power, pursuant to Article XIV, Section 3(a) of the Declaration, to amend the Declaration, without the approval of Lot Owners in the Subdivision, for various reasons, including, without limitation, to clarify Declarant's original intent, to satisfy any requirements of Declarant's lender, or to the extent necessary to enable Declarant to meet any other reasonable need or requirement in order to complete the development of the Property subject to the Declaration.

D. Declarant desires to make certain amendments to the Declaration as forth in this First Amendment.

F. The foregoing recitals shall constitute a binding part of this First Amendment. Except as otherwise defined in this Second Amendment, all defined capitalized terms shall have the meaning ascribed to such terms in the Declaration.

BETH DECHARD - WARREN COUNTY RECORDER
Doc #: 229937 Type: AMEND DECL
Filed: 3/08/2001 15:56:28 \$ 190.00
OR Volume: 2108 Page: 391 Return: X
Recd: 01/4554
KATZ TEELE BRANT & CO. L.L.C.
Pages: 46

NOW, THEREFORE, in consideration of the premises, the Declarant hereby makes the following amendments to the Declaration:

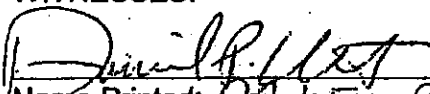
1. Removal of Property Subject to Declaration. In connection with the development of the Subdivision, Declarant considers it important to the success of the development, in order to satisfy requirements of Declarant's lender, and in order to complete the development of the Subdivision, that retail stores and other services be available to Lot Owners in close proximity to the Subdivision. Accordingly, the Declarant, pursuant to the right and power granted to the Declarant in Article XIV, Section 3(a) of the Declaration, is hereby amending the Declaration, by removing from the Property subject to the Declaration, the 3.47 acre parcel of property along Deer Run Lane and Ridgeview Lane as described on the attached Exhibit "B" and as depicted on the attached Exhibit "C" (the "3.47 Acre Parcel"). The 3.47 Acre Parcel may be sold by the Declarant to a third party who will develop the 3.47 Acre Parcel, along with adjoining property, into a shopping center containing retail and other businesses which will be available for use by the Lot Owners and will enhance the services available to the Subdivision. The Landscaping Easement, Utility Easements, and Detention Basin Easements applicable to the 3.47 Acre Parcel, as reflected in Plat Book 49, Pages 64 and 65 of the Warren County, Ohio Recorder's Office, will continue to apply the 3.47 Acre Parcel which is being removed from the Property subject to the Declaration.

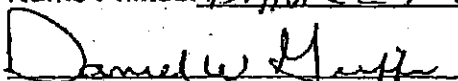
2. Binding Effect. Except as specifically modified by this Second Amendment, the Declaration remains in full force and effect without modification. Declarant hereby ratifies and confirms the Declaration as modified by this Second Amendment.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed by its duly authorized representative as of the 31st day of ~~January~~, 2001.

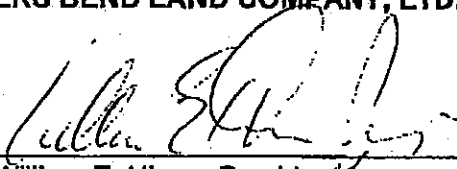
February,

WITNESSES:


Name Printed: DANIEL P. WITT

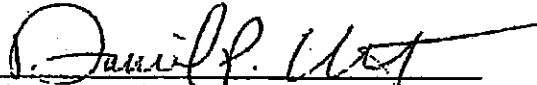

Name Printed: DANIEL W. GRIFFIN

RIVERS BEND LAND COMPANY, LTD.

By: 
William E. Hines, President

STATE OF OHIO)
) SS
COUNTY OF HAMILTON)

The foregoing instrument was acknowledges before me this 21st day of February, 2001 by William E. Hines, President of **RIVER'S BEND LAND COMPANY, LTD.**, an Ohio limited liability company, on behalf of said company.


Notary Public

This instrument prepared by:
Daniel P. Utt, Esq.
Katz, Teller, Brant & Hild
2400 Chemed Center
255 East Fifth Street
Cincinnati, Ohio 45202-4724
(513) 721-4532



DANIEL P. UTT, Attorney at Law
Notary Public, State of Ohio
My Commission Expires No Expiration
Filed Section 147.03 O.R.C.

KTBH: 470352.1

EXHIBIT "A"

**LEGAL DESCRIPTION OF EXISTING PROPERTY
INCLUDED IN RIVERS BEND**

1. 120.6534 Acres conveyed to Rivers Bend Land Company, Ltd., by Bernard R. Froehlich and Gayle Ann Froehlich by deed dated December 29, 1998, recorded January 5, 1999, in Official Record Book 1678, Page 791, of the Warren County, Ohio Records. S+E 40.5438
2. 97.4897 Acres conveyed to Rivers Bend Land Company, Ltd., by James Dudley, Trustee, et al by deed dated December 29, 1998, recorded January 5, 1999, in Official Record Book 1678, Page 859, of the Warren County, Ohio Records.
S+E 44.1035 & 15.0947 AC.
3. 133.8566 Acres conveyed to Rivers Bend Land Company, Ltd., by Jane Ann Lewis, Trustee, by deed dated December 28, 1998, recorded January 5, 1999, in Official Record Book 1678, Page 819, of the Warren County, Ohio Records.
S+E 7.8680, 53.9277 AC.
4. 28.6539 Acres conveyed to Rivers Bend Land Company, Ltd., by Samuel G. Leavengood by deed dated December 29, 1998, recorded January 5, 1999, in Official Record Book 1678, Page 866, of the Warren County, Ohio Records.
S+E 10.8921
5. 34.4504 Acres conveyed to Rivers Bend Land Company, Ltd., by Otto Siderits and Anna Siderits by deed dated December 29, 1998, recorded January 5, 1999, in Official Record Book 1678, Page 800, of the Warren County, Ohio Records. S+E 21.9179
6. 22.8841 Acres conveyed to Rivers Bend Land Company, Ltd., by Gayle Ann Froehlich by deed dated December 29, 1998, recorded January 5, 1999, in Official Record Book 1678, Page 796, of the Warren County, Ohio Records.
S+E 22.4051 AC.
7. 4.516 Acres conveyed to Rivers Bend Land Company, Ltd., by Fredia Prows by deed dated May 4, 1999, recorded August 5, 1999, in Official Record Book 1806, Page 228, of the Warren County, Ohio Records.
8. 2.987 Acres conveyed to Rivers Bend Land Company, Ltd., from James Randy Newton by deed dated June 1, 1999, recorded June 14, 1999, in Official Record Book 1774, Page 981, of the Warren County, Ohio Records.
9. 1.226 Acres conveyed to Rivers Bend Land Company, Ltd., from John R. Browning by deed dated June 1, 1999, recorded June 14, 1999, in Official Record Book 1774, Page 978, of the Warren County, Ohio Records.



LEGAL DESCRIPTION
120.6534 ACRES

16-12-200-021-80.0596R.

Situated in Military Survey Number 1547, Hamilton Township, Warren County, Ohio, being part of a 135.081 acre (deed) tract heretofore conveyed to Bernard R. and Gayle Ann Froehlich by deed recorded in Deed Book 391, Page 613 of the Warren County, Ohio, Deed Records and being more particularly described as follows:

Beginning at iron pin found in the easterly line of said 135.081 acre tract, and being the northwest corner of Lot No. 12 of Grandin Ridge Subdivision, as recorded in Plat Book 38, Pages 53-57 of the Warren County, Ohio, Plat Records;

Thence from said point of beginning, with the easterly lines of said 135.081 acre tract, and along the westerly lines of said Grandin Ridge Subdivision, on the following two (2) courses and distances:

1. S.00°21'38"E., a distance of 1268.16 feet to a point, referenced by an iron pin found 0.18 feet east from said point;
2. S30°50'56"W., a distance of 630.16 feet to an iron pin found;

Thence continuing along said Grandin Ridge Subdivision, and the northerly line of a 32.480 acre tract of land heretofore conveyed to Samuel G. Leavengood by deed recorded in Official Record Volume 500, Page 228 and a 25.60 acre tract of land heretofore conveyed to the State of Ohio Department of Natural Resources by deed recorded in Official Record Volume 269, Page 464 of said county deed records, N.69°00'24"W., (passing an iron pin found at 495.12 feet and 1308.86 feet) a total distance of 1403.17 feet to an iron pin found;

Thence along said northerly line of the 25.60 acre tract, N.60°49'04"W., a distance of 672.09 feet to an iron pin found in the the easterly line of a tract of land heretofore conveyed to the State of Ohio Department of Natural Resources, by deed recorded in Official Record Volume 31, Page 913;

LEGAL DESCRIPTION
120.6534 ACRES
PAGE 2

Thence running with said tract conveyed to the State of Ohio Department of Natural Resources on the following four (4) courses and distances:

1. along a curve to the left (said curve having a radius of 1474.26 feet, with a chord bearing N.19°46'24"E., and a chord distance of 1040.24 feet), an arc distance of 1063.13 feet to an iron pin (to be set);
2. N.00°53'08"W., a distance of 530.01 feet to an iron pin (to be set);
3. along a curve to the left (said curve having a radius of 2002.56 feet with a chord bearing N.13°05'08"W., and a chord distance of 846.38 feet), an arc distance of 852.81 feet to an iron pin (to be set);
4. N.25°17'08"W., a distance of 236.55 feet to an iron pin (to be set);

Thence along the southerly line of a 92.014 acre tract and a 61.841 acre tract heretofore conveyed to Jane Ann Lewis by deed recorded in Deed Book 391, Page 609, and Deed Book 391, Page 603 respectively of said county deed records, and running partially with Dwire Road, S.87°36'31"E., a distance of 2005.42 feet to a p.k. nail set in said Dwire Road;

Thence by a new division line on the following four (4) courses and distances:

1. S.35°58'49"W., a distance of 482.07 feet to an iron pin (to be set);
2. S.07°06'08"W., a distance of 764.90 feet to a point;
3. S.21°32'35"E., a distance of 368.30 feet to an iron pin (to be set);
4. N.89°00'06"E., a distance of 399.84 feet to the point of beginning;

Containing 120.6534 acres, more or less, and being subject to all legal highways, rights-of-way, easements, restrictions, covenants, and/or conditions of record.

The above description and bearing system is based on a survey prepared by CDS Associates, Inc., in December 1998, at the direction of Lee A. Russell, Registered Professional Surveyor No. 6840 in Ohio and is filed in Survey Record Volume 106, Plat No. 46, of the Warren County Engineer's Record of Land Surveys.

Together with the rights and obligations contained in that certain Construction Easement Agreement recorded January 5, 1999 in Official Record Book 1678 page 904 of the Recorder's Records of Warren County, Ohio.

engineers
architects
planners
surveyors

LEGAL DESCRIPTION

97.4897 ACRES

Ken
16-06-400-029-38.2915R.

- Situated** in Military Survey Number 1547, Hamilton Township, Warren County, Ohio, being all of the remaining lands of a 160.716 acre tract heretofore conveyed to James W. Dudley by deeds recorded in Deed Book 340, Page 518 and Deed Book 425, Page 41 of the Warren County, Ohio, Deed Records and being more particularly described as follows:
- Beginning** at iron pin found at the northwest corner of the Grantors property, and being the northeast corner of Lot No. 18 of Grandin Ridge Subdivision, as recorded in Plat Book 38, Pages 53-57 of the Warren County, Ohio, Plat Records, said point also being in the southerly line of a 6.179 acre tract heretofore conveyed to Ronald Siderits by deed recorded in Official Record Volume 143, Page 875;
- Thence** along said southerly line and the southerly line of a tract of land heretofore conveyed to Otto & Anna Siderits by deed recorded in Official Record Volume 265, Page 289, and another tract heretofore conveyed to Otto & Anna Siderits by deed recorded in Official Record Volume 132, Page 978, S.89°59'10"E., a distance of 1538.73 feet to a point in the centerline of Old State Route 48 (Lebanon Road);
- Thence** running along the centerline of Old State Route 48 (Lebanon Road) on the following two (2) courses and distances:
1. S.03°41'07"E., a distance of 1681.14 feet to a p.k. nail (to be set);
 2. S.04°34'45"E., a distance of 288.19 feet to a p.k. nail (to be set) at the northeasterly corner of a 10.00 acre tract of land heretofore conveyed to Charles H. Hamilton Co. by deed recorded in Official Record Volume 1354, Page 997;
- Thence** running with the boundary of said 10.00 acre tract on the following two (2) courses and distances;
1. S.89°41'55"W., a distance of 544.50 feet to an iron pin found;
 2. S.04°34'45"E., a distance of 882.45 feet to an iron pin with cap (to be set) in the northerly line of a 0.5572 acre tract of land heretofore conveyed to the Charles H. Hamilton Co. by deed recorded in Official Record Volume 1074, Page 929;

LEGAL DESCRIPTION
97.4897 ACRES
PAGE 2

Thence along the northerly line of said 0.5572 acre tract, and with the northerly lines of a 5.00 acre tract of land heretofore conveyed to the Charles H. Hamilton Co. by deed recorded in Official Record Volume 1074, Page 929, and the north line of a 5.00 acre tract of land heretofore conveyed to David and Victoria Tarter by deed recorded in Official Record Volume 475, Page 550, S.89°41'55"W, a distance of 666.64 feet to a point in the easterly line of a 4.00 acre tract of land heretofore conveyed to Sandra Ann Spamall by deed recorded in Official Record Volume 11, Page 922 with said point referenced by an iron pin found being 0.22 feet south, and 0.49 feet east;

Thence along the easterly line of said 4.00 acre tract, N.04°51'05"W., a distance of 109.16 feet to an iron pin found;

Thence along the northerly line of said 4.00 acre tract and with the northerly line of a 16.78 acre tract of land heretofore conveyed to Janet G. Reeder by deed recorded in Official Record Volume 147, Page 26, S.89°49'29"W., a distance of 800.00 feet to an iron pin found in the westerly line of said 16.78 acre tract;

Thence along said westerly line and running with the easterly lines of said Grandin Ridge Subdivision, on the following three (3) courses and distances:

1. N.04°51'31"W., a distance of 1074.87 feet to an iron pin found;
2. S.89°46'30"E., a distance of 374.80 feet to an iron pin found;
3. N.00°07'30"W., a distance of 1675.45 feet to the point of beginning;

Containing 102.5089 acres, more or less, saving and excepting therefrom, a 5.0192 acre (5.019 acre by deed) tract of land described in Official Record Volume 599, Page 617 of said Warren County, Ohio, Deed Records, thus leaving a total of 97.4897 acres contained herein, and being subject to all legal highways, rights-of-way, easements, restrictions, covenants, and/or conditions of record.

The above described property is subject to a perpetual easement granted to the State of Ohio for highway purposes, and described in Deed Book 401, Page 335 of the deed records of Warren County, Ohio.

The above description and bearing system is based on a survey prepared by CDS Associates, Inc., in September 1998, at the direction of Lee A. Russell, Registered Professional Surveyor No. 6840 in Ohio and is filed in Survey Record Volume 106, Plat No. 18, of the Warren County Engineer's Record of Land Surveys.

LEGAL DESCRIPTION
133.8566 ACRES

kw
12-01-300-007-72.0609R.

Situated in Military Survey Number 1547, Hamilton Township, Warren County, Ohio, being part of a 92.014 acre (deed) tract heretofore conveyed to Jane Ann Lewis by deed recorded in Deed Book 391, Page 610, and part of a 61.841 acre (deed) tract heretofore conveyed to Jane Ann Lewis by deed recorded in Deed Book 391, Page 604 of the Warren County, Ohio, Deed Records and being more particularly described as follows:

Commencing at a spike found at the intersection of the centerline of Lebanon Road with the centerline of Dwire Road;

Thence along the centerline of Dwire Road on the following three (3) courses and distances:

1. N.86°53'00"W., a distance of 435.58 feet to a p.k. (to be set);
2. N86°51'25"W., a distance of 439.94 feet to a spike found;
3. N.87°48'47"W., a distance of 753.61 feet to the principal point of beginning;

Thence continuing along said centerline, N.87°48'47"W., a distance of 1099.93 feet to a ½ inch iron pin found;

Thence N.87°36'31"W., a distance of 2112.45 feet to a 5/8 inch iron pin (to be set) in the easterly line of a tract of land heretofore conveyed to the State of Ohio Department of Natural Resources, by deed recorded in Official Record Volume 31, Page 913;

Thence running with said tract conveyed to the State of Ohio Department of Natural Resources on the following nine (9) courses and distances:

1. N.25°17'08"W., a distance of 23.45 feet to a 5/8 inch iron pin (to be set);

LEGAL DESCRIPTION
133.8566 ACRES
PAGE 2

2. N.83°37'48"W., a distance of 24.70 feet to a 5/8 inch iron pin (to be set);
3. N.25°17'08"W., a distance of 335.00 feet to a 5/8 inch iron pin (to be set);
4. along a curve to the right, said curve having a radius of 992.31 feet (with a chord bearing N.33°10'12"E., and a chord distance of 1691.36 feet), an arc distance of 2024.79 feet to a 5/8 inch iron pin (to be set);
5. S.88°22'28"E., a distance of 313.69 feet to a 5/8 inch iron pin (to be set);
6. along a curve to the left, said curve having a radius of 2257.74 feet (with a chord bearing N74°35'02"E., and a chord distance of 1323.34 feet), an arc distance of 1343.05 feet to a 5/8 inch iron pin (to be set);
7. N.57°32'32"E., a distance of 197.39 feet to a 1/2 inch iron pin found;
8. N.57°45'49"E., a distance of 261.38 feet to a 1/2 inch iron pin found;
9. along a curve to the right, said curve having a radius of 1234.57 feet (with a chord bearing N.68°22'52"E., and chord distance of 454.94 feet), and arc distance of 457.55 feet to a found iron pin in the westerly limited access right-of-way line of State Route 48;

Thence along said westerly right-of-way line, S.28°44'43"E., a distance of 233.43 feet to a northerly corner of a 22.882 acre tract of land heretofore conveyed to, Gayle Ann Froehlich by deed recorded in Official Record Volume 630, Page 733;

Thence with the westerly line of said 22.882 acre tract, S.01°11'05"W., a distance of 2424.43 feet to the point of beginning;

Containing 153.8595 acres, more or less, saving and excepting therefrom a 20.0029 acre tract heretofore conveyed to Jane Ann Lewis, by deed recorded in Official Record Volume 1678, Page 809, thus conveying a total acreage of 133.8566 acres, more or less, (of which 91.6874 acres, more or less, is from the aforementioned 92.014 acre tract and 42.1692 acres, more or less, is from the aforementioned 61.841 acre tract), and being subject to all legal highways, rights-of-way, easements, restrictions, covenants, and/or conditions of record.

The above described 133.8566 acre tract is subject to a forty (40) foot wide Ingress/Egress Easement serving the aforementioned 20.0029 acre tract and being more particularly described as follows:

LEGAL DESCRIPTION
133.8566 ACRES
PAGE 3

Situated in Military Survey Number 1547, Hamilton Township, Warren County, Ohio, being a forty (40) foot wide Ingress/Egress Easement over, and across part of a 61.841 acre (deed) tract heretofore conveyed to Jane Ann Lewis by deed recorded in Deed Book 391, Page 604 of the Warren County, Ohio, Deed Records and being more particularly described as follows:

Commencing at a spike found at the intersection of the centerline of Lebanon Road with the centerline of Dwire Road;

Thence along the centerline of Dwire Road on the following three (3) courses and distances:

1. N.86°53'00"W., a distance of 435.58 feet to a p.k. (to be set);
2. N86°51'25"W., a distance of 439.94 feet to a spike found;
3. N.87°48'47"W., a distance of 1070.18 feet to the principal point of beginning;

Thence from said point of beginning, continuing along the centerline of said road, N.87°48'47"W., a distance of 55.87 feet to a point;

Thence with the westerly line of the herein described easement, N.42°05'45"W., a distance of 340.78 feet to a point in the southerly line of a 20.0029 acre tract for which the herein described Ingress/Egress Easement benefits;

Thence along the southerly line of said 20.0029 acre tract, S57°48'47"E., a distance of 147.66 feet to the southeasterly corner of said tract;

Thence along the easterly line of the herein described easement, S.42°05'45"E., a distance of 237.65 feet to the point of beginning;

Containing 0.2656 acre, more or less, and being subject to all other easements, restrictions, covenants, and/or conditions of record.

The above description and bearing system is based on a survey prepared by CDS Associates, Inc., in December 1998, at the direction of Lee A. Russell, Registered Professional Surveyor No. 6840 in Ohio and is filed in Survey Record Volume 106, Plat No. 53, of the Warren County Engineer's Record of Land Surveys.

Together with the rights and obligations contained in that certain Access Construction and Utility Easement Agreement recorded January 5, 1999 in Official Record Book 1678 page 926 of the Recorder's Records of Warren County, Ohio.

LEGAL DESCRIPTION

28.6539 ACRES

16-12-400-016-17.7618R.

Situated in Military Survey Number 1547, Hamilton Township, Warren County, Ohio, being part of a 32.480 acre tract heretofore conveyed to Samuel G. Leavengood by deed recorded in Official Record Volume 500, Page 228 of the Warren County, Ohio, Deed Records and being more particularly described as follows:

Beginning at a ½" iron pin found at the northwest corner of Lot 1, of Grandin Ridge Subdivision recorded in Plat Book 38, Pages 53-57 of the Warren County, Ohio Plat Records;

Thence along the westerly line of said Lot 1, S. 01°12'59" E., a distance of 204.06 feet to a 5/8" iron pin with cap set;

Thence along a new division line through said Leavengood tract and continuing along a northerly line of a 33.78 acre tract heretofore conveyed to the State of Ohio Department of Natural Resources by deed recorded in Official Record Volume 248, Page 740, S. 31°24'46" W., (passing a stone found at 927.12 feet) for a total distance of 1133.99 feet to a 5/8" iron pin found at a northerly corner of said tract of land conveyed to said Department of Natural Resources;

Thence continuing along the northerly lines of said Department of Natural Resources tract on the following three (3) courses and distances:

1. S. 61°19'54" W., a distance of 515.43 feet to a stone found;
2. N. 03°02'56" E., a distance of 929.34 feet to a 5/8" iron pin found;
3. S. 87°33'51" W., a distance of 558.40 feet to a 5/8" iron pin found at an angle point in a 25.60 acre tract of land heretofore conveyed to the State of Ohio Department of Natural Resources by deed recorded in Official Record Volume 269, Page 464;

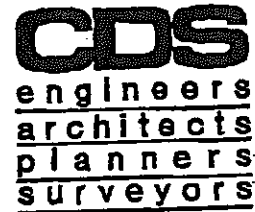
Thence along the southeasterly line of said Department of Natural Resources, tract N. 44°19'51" E., a distance of 1127.20 feet to a ½" iron pin found in the southerly line of a tract of land heretofore conveyed to Bernard R. and Gayle Ann Froehlich by deed recorded in Deed Book 391, Page 613;

Thence along the southerly line of said Froehlich tract, S. 69°00'24" E. a distance of 813.74 feet to the point of beginning;

Containing 28.6539 acres, more or less, and being subject to all legal highways, rights-of-ways, easements, restrictions, covenants, and/or conditions of record.

The above description is based on a survey prepared by CDS Associates, Inc., in December 1998, at the direction of Lee A. Russell, Registered Professional Surveyor No. 6840 in Ohio and is filed in Survey Record Volume 06, Plat No. 441, of the Warren County Engineer's Record of Land Surveys.

Together with the rights and obligations contained in that certain Construction and Golf Course Easement Agreement recorded January 5, 1999 in Official Record Book 1678 page 915 of the Recorder's Records of Warren County, Ohio.



LEGAL DESCRIPTION
34.4504 ACRES

kw
16-06-202-008-12.5325R.

Situated in Military Survey Number 1547, Hamilton Township, Warren County, Ohio, being all of the tracts of land heretofore conveyed to Otto Siderits and Anna Siderits by deeds recorded in Official Record Volumes 265, Page 289 and Official Record Volume 132, Page 978 of the Warren County, Ohio, Deed Records and being more particularly described as follows:

Commencing at an iron pin found at the northeast corner of Lot No. 18 of Grandin Ridge Subdivision, as recorded in Plat Book 38, Pages 53-57 of the Warren County, Ohio, Plat Records, said point also being in the southerly line of a 6.179 acre tract heretofore conveyed to Ronald Siderits by deed recorded in Official Record Volume 143, Page 875;

Thence along said southerly line, S.89°59'10"E., a distance of 96.65 feet to the point of beginning, referenced by an iron pin found 0.87 feet west of said point of beginning;

Thence from said point of beginning, N.03°22'40"W., a distance of 1076.27 feet to a p.k. nail set in the centerline of Dwire Road;

Thence along the centerline of said Dwire Road, S.87°48'47"E., a distance of 566.94 feet to a found spike;

Thence continuing along said centerline of Dwire Road, on the following two (2) courses and distances:

1. S.86°51'25"E., a distance of 439.94 feet to a p.k. nail, (to be set);
2. S.86°53'00"E., a distance of 435.58 feet to a spike found in the centerline of Old State Route 48 (Lebanon Road);

Thence running along the centerline of Old State Route 48 (Lebanon Road), S.03°41'07"E., a distance of 1007.39 feet to the northeasterly corner of a

LEGAL DESCRIPTION
34.4504 ACRES
PAGE 2

tract of land heretofore conveyed to James W. Dudley by deeds recorded in Deed Book 340, Page 518 and Deed Book 425, Page 41;

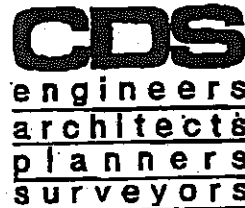
Thence along said northerly line, N.89°59'10"W, a distance of 1442.08 feet the point of beginning;

Containing 34.4504 acres, more or less, and being subject to all legal highways, rights-of-way, easements, restrictions, covenants, and/or conditions of record.

The above described property is subject to easements granted to the State of Ohio for highway purposes and described in Deed Book 401, Page 322 of the deed records of Warren County, Ohio.

The above description and bearing system is based on a survey prepared by CDS Associates, Inc., in September 1998, at the direction of Lee A. Russell, Registered Professional Surveyor No. 6840 in Ohio and is filed in Survey Record Volume 106, Plat No. 18, of the Warren County Engineer's Record of Land Surveys.

BOOK 1874 PAGE 828



LEGAL DESCRIPTION
22.8841 ACRES

KW
12-01-451-003-.479R

Situated in Military Survey Number 1547, Hamilton Township, Warren County, Ohio, being all of a 22.882 acre tract heretofore conveyed Gayle Ann Froehlich by deed recorded in Official Record Volume 630, Page 733 and Deed Book 391, Page 607 of the Warren County, Ohio, Deed Records and being more particularly described as follows:

Commencing at a spike found at the intersection of the centerline Old State Route 48 (Lebanon Road) with the centerline of Dwire Road;

Thence along said centerline of Dwire Road, on the following three (3) courses and distances:

1. N.86°53'00"W., a distance of 435.58 feet to a p.k. nail (to be set);
2. N.86°51'25"W., a distance of 439.94 feet to a spike found;
3. N.87°48'47"W., a distance of 373.61 feet to the principal point of beginning, referenced by a spike found, 0.17 feet north and 0.15 feet east, of said point of beginning;

Thence from said point of beginning, continuing with the centerline of Dwire Road, N87°48'47"W., a distance of 380.00 feet to a point in the easterly line of a 61.841 acre tract heretofore conveyed to Jane Ann Lewis as recorded in Deed Book 391, Page 603 of said county deed records;

Thence along said easterly line, N.01°11'05"E., a distance of 2424.43 feet to a point in westerly limited access right-of-way line of State Route 48;

Thence with said westerly line S.28°44'43"E., a distance of 1058.27 feet to an iron pin found, (disturbed);

LEGAL DESCRIPTION
22.8841 ACRES
PAGE 2

- Thence leaving said westerly line and running on the westerly line of a 10.66 acre tract as heretofore conveyed to Gayle Ann Froehlich by deed recorded in Official Record Book 928, Page 747 of said county deed records, S.03°53'07"E., a distance of 977.54 feet to a point, referenced by an iron pin found 0.17 feet east and 0.13 feet north of said point, also being a point in the northerly line of a 4.52 acre tract as heretofore conveyed to Fredia Prows by deed recorded in Official Record Book 20, Page 102 of said county deed records;
- Thence along said northerly line, N.87°51'48"W., a distance of 252.96 feet to an iron pin to be set at the northwest corner of said 4.52 acre tract;
- Thence continuing along said 4.52 acre tract, S.00°45'27"E., a distance of 544.74 feet to the point of beginning;
- Containing 22.8841 acres, more or less, and being subject to all legal highways, rights-of-way, easements, restrictions, covenants, and/or conditions of record.

The above description and bearing system is based on a survey prepared by CDS Associates, Inc., in September 1998, at the direction of Lee A. Russell, Registered Professional Surveyor No. 6840 in Ohio and is filed in Survey Record Volume 106, Plat No. 18 of the Warren County Engineer's Record of Land Surveys.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (Continued)

al Description (Continued)

Exhibit "A"

Situated in Hamilton Township, Warren County, Ohio and being a part of Military Survey No. 1547, and bounded and described as follows:
Beginning at a point in the centerline of Dwire Road at the Southeast corner of a 22.89 acre tract, more or less, recorded in Deed Book 248 page 427, running thence with the centerline Dwire Road, North 83° 42' 00" West 373.61 feet to a point; running thence, by new division lines: (1) North 3° 21' 20" East (passing an iron rod at 26.42 feet) a distance of 544.74 feet to an iron rod; (2) South 83° 45' 00" East, 252.96 feet to an iron rod at a corner in the East line of the Grantors herein; running thence, with said Grantors' East line on the following courses: (1) South 83° 51' 00" East 96.36 feet to an iron rod; (2) South 0° 49' 00" West (passing an iron rod at 528.47 feet) a distance of 547.00 feet to the point of beginning. Containing 4.516 acres, more or less. Subject to all legal highways.

Sidwell No. 16-06-201-001.

Ex Kw

Situate in Virginia Military Survey No. 1547 in the Village of South Lebanon, Warren County, Ohio, and being a part of a 3.00 acre tract (with exception) conveyed to Phyllis Smith, Pauline Francis and Margaret Francis by O. R. 690 page 832 and being more particularly bounded and described as follows:

Beginning for reference at the Northeast corner of the intersection of the right of way of Railroad Street and Main Street in the Village of South Lebanon; thence South 72° 20' 00" East with the North line of Railroad Street for a distance of 680.44 feet to a 1/2 inch iron pin (set) in the North right of way of Railroad Street and in the South line of the 3.00 acre tract and being the true point of beginning for the herein described tract; thence by new line of division across the 3.00 acre tract North 19° 15' 00" East, passing a 1/2 inch iron pin (set) at 275.77 feet, for a total distance of 330.64 feet to a point, being the low water mark of the Little Miami River; thence with the low water mark of the river the following 2 calls: (1) South 59° 48' 30" East for a distance of 250.00 feet to a point; (2) South 65° 23' 45" East for a distance of 299.03 feet to a point at the mouth of a stream entering the river and being the northerly extension of the West line of a 6.27 acre tract conveyed to Brenda J. Stanley by O. R. 272 page 560; thence with the West line of Stanley and following up the stream South 12° 31' 19" West, passing a 2 1/2 inch iron pipe (fd. leaing 0.27 feet West of the property line) on the East bank of the stream at a distance of 142.65 feet, for a total distance of 241.15 feet to a 1/2 inch iron pin (fd.) at the Northeast corner of a 1.226 acre tract conveyed to the Village of South Lebanon by O. R. 395 page 583 and being on the eastward extension of the North right of way line of Railroad Street, thence with the extension of the right of way line and the North line of the 1.266 acre tract North 72° 20' 00" West for a distance of 571.65 feet to the point of beginning. Containing 3.554 acres of which approximately 0.567 acres are within the banks of the Little Miami River leaving a net acreage of 2.987 acres, more or less.

The above description is the result of a survey by Homer C. Hendrickson, Ohio Reg. Surveyor No. 6161, on August 8, 1995, and is filed in Vol. 94 Plat 39 of the Warren County Engineers Record of Land Surveys.

Sidwell No. 12-01-426-020

BOOK 1798 PAGE 21

Page 12 of 13

BOOK 1874 PAGE 832

ES RIFFIN

~~With reference to~~
located in the Village of South Lebanon, Warren County, Ohio, and being part of Military Survey No. 1547, and bounded and described as follows: beginning at an iron pin at the intersection of the easterly right-of-way line of Main Street with the northerly right-of-way line of a 20 foot wide street (Railroad Street) running thence with the northerly right-of-way line of Railroad Street, South 77° 08' 19" East 599.44 feet to an iron pin at the real point of beginning for the herein described tract; running thence, from said real point of beginning, with the northerly right-of-way line of Railroad Street and with said northerly line extended, South 77° 08' 19" East 652.65 feet to an iron pin in the easterly boundary line of a 6.27 acre tract recored in Deed Book 364 page 5, of the Deed Records of said County; thence, with the westerly boundary line of said 6.27 acre tract, and with said westerly boundary line extended South 7° 43' 00" West 81.26 feet to an iron pin; thence, parallel to and 20 feet North of (measured perpendicularly to) the centerline of said Railroad, on the following curves: (1) on a 5749.58 foot radius curve to the left, whose chord bears North 76° 52' 32" West 32.56 feet, an arc distance of 292.59 feet to an iron pin (2) North 78° 00' 00" West 365.65 feet to an iron pin; thence, by a new division line, North 11° 40' 00" East 87.22 feet to the point of beginning. Containing 22 acres, more or less. Subject to legal highways.

Sidwell No. 12-01-428-002.

Together with the rights and privileges in that certain Reciprocal Easement and Maintenance Agreement between Tournament Players Club at Rivers Bend, LLC and Rivers Bend Land Company, Ltd. recorded in Official Record Book _____, Page _____, of the Recorder's Office of Warren County, Ohio.

Together with the rights and privileges in that certain Access Construction and Utility Easement Agreement between Rivers Bend Land Company, Ltd. and Jane Ann Lewis in Official Record Book 1678, Page 926 of the Recorder's Office of Warren County, Ohio.

Together with the rights and privileges in that certain Construction and Golf Course Easement Agreement between Samuel G. and Minnie Ellen Leavengood and Rivers Bend Land Company, Ltd. in Official Record 1678, Page 915 of the Recorder's Office of Warren County, Ohio.

Together with the rights and privileges in that certain Construction Easement Agreement between Gayle Ann Froehlich, Bernard R. Froehlich and Rivers Bend Land Company, Ltd. in Official Record Book 1678, Page 904 of the Recorder's Office of Warren County, Ohio.

BOOK 1798 PAGE 22

BOOK 1874 PAGE 833

RECORDED - WARREN COUNTY RECORDER
Doc# 153439 Type: MTB
Filed 7/21/1999 15:35:40
Official Record: 1798 1 Page: 22
Res: 17974 Return Flag: M
UNRECORDED TITLE CINCINNATI

**LESS AND EXCEPTING
THE FOLLOWING
FROM THE RIVERS BEND PROPERTY**

1. 201.7081 Acres (Parcel A, B and C), 2.987 Acres, and 1.226 conveyed to Tournament Players Club at River's Bend, LLC, by Rivers Bend Land Company, Ltd., by deed dated July 15, 1999, recorded July 21, 1999, in Official Record Book 1797, Page 978, of the Warren County, Ohio Records.
2. 15.0947 Acres transferred to Board of Education of Kings Local School District from Rivers Bend by deed dated May 6, 1999.

KTBH:426404.1

**LESS AND EXCEPTING
THE FOLLOWING
FROM THE RIVERS BEND PROPERTY**

1. 201.7081 Acres (Parcel A, B and C), 2.987 Acres, and 1.226 conveyed to Tournament Players Club at River's Bend, LLC, by Rivers Bend Land Company, Ltd., by deed dated July 15, 1999, recorded July 21, 1999, in Official Record Book 1797, Page 978, of the Warren County, Ohio Records.
2. 15.0947 Acres transferred to Board of Education of Kings Local School District from Rivers Bend by deed dated May 6, 1999.

KTBH:426404.1

CDS
engineers
architects
planners
surveyors

LEGAL DESCRIPTION
201.7081 TOTAL ACRES

Strawell No. 12-01-300 nos.
16-12-2-1-2-2
16-12-4-0-0-44

PARCEL A *16-06-100-010 SC*

Situated in Military Survey Number 1547, Hamilton Township, Warren County, Ohio, being part of a 133.8566 acre tract heretofore conveyed to Rivers Bend Land Company, Ltd. by deed recorded in Official Record Volume 1678, Page 819, part of a 120.6534 acre tract heretofore conveyed to Rivers Bend Land Company, Ltd. by deed recorded in Official Record Volume 1678, Page 791, and part of a 28.6539 acre tract heretofore conveyed to Rivers Bend Land Company, Ltd. by deed recorded in Official Record Volume 1678, Page 866 of the Warren County, Ohio, Deed Records and being more particularly described as follows:

Beginning at a ½" iron pin found at the northwest corner of Lot 1 of Grandin Ridge Subdivision, as recorded in Plat Book 38, Pages 53 through 57, of the Warren County, Ohio Subdivision Records, said point being in the easterly line of the aforementioned 28.6539 acre tract;

Thence from said principal point of beginning, with the westerly line of said Lot 1 and the easterly line of said 28.6539 acre tract, S.01°12'59"E., a distance of 204.06 feet to a point;

Thence leaving the westerly line of said Lot 1 and continuing with the easterly line of said 28.6539 acre tract, S.31°24'46"W., a distance of 849.98 feet to a point;

Thence leaving the easterly line of said 28.6539 acre tract and running by new division lines on the following twenty-four (24) courses and distances:

1. N.83°29'53"W., a distance of 106.89 feet to a point of curvature;
2. along a curve to the right (said curve having a radius of 150.00 feet, with a chord bearing N.16°58'19"W., and a chord distance of 275.17 feet) an arc distance of 348.33 feet to a point;
3. N.34°07'11"W., a distance of 89.14 feet to a point of curvature;

4. along a curve to the right (said curve having a radius of 100.00 feet, with a chord bearing N.07°55'24"W., and a chord distance of 88.29 feet) an arc distance of 91.44 feet to a point;
5. N.18°16'23"E., a distance of 808.14 feet to a point;
6. N.15°28'51"E., a distance of 453.76 feet to a point of curvature;
7. along a curve to the right (said curve having a radius of 175.00 feet, with a chord bearing N.63°02'37"E., and a chord distance of 258.31 feet) an arc distance of 290.55 feet to a point;
8. N.20°36'24"E., a distance of 139.01 feet to a point;
9. N.44°41'41"E., a distance of 65.23 feet to a point;
10. N.24°56'10"W., a distance of 741.02 feet to a point of curvature;
11. along a curve to the right (said curve having a radius of 182.93 feet, with a chord bearing N.14°50'46"W., and a chord distance of 123.18 feet) an arc distance of 125.64 feet to a point;
12. N.06°23'18"E., a distance of 289.89 feet to a point;
13. N.44°45'54"W., a distance of 156.30 feet to a point of curvature;
14. along a curve to the right (said curve having a radius of 100.83 feet, with a chord bearing N.03°11'48"W., and a chord distance of 130.61 feet) an arc distance of 142.08 feet to a point;
15. N.30°59'46"E., a distance of 281.75 feet to a point;
16. N.56°57'12"W., a distance of 117.18 feet to a point;
17. N.50°43'43"E., a distance of 230.02 feet to a point of curvature;
18. along a curve to the left (said curve having a radius of 1000.00 feet, with a chord bearing N.45°42'19"E., and a chord distance of 175.13 feet) an arc distance of 175.35 feet to a point;
19. N.40°40'54"E., a distance of 688.54 feet to a point of curvature;

20. along a curve to the right (said curve having a radius of 260.00 feet, with a chord bearing N.72°57'54"E., and a chord distance of 277.73 feet) an arc distance of 292.99 feet to a point;
21. S.74°45'07"E., a distance of 359.74 feet to a point of curvature;
22. along a curve to the right (said curve having a radius of 2485.00 feet, with a chord bearing S.73°25'57"E., and a chord distance of 114.43 feet) an arc distance of 114.44 feet to a point;
23. S.65°00'56"E., a distance of 149.27 feet to a point of curvature;
24. along a curve to the right (said curve having a radius of 2471.00 feet, with a chord bearing S.67°46'59"E., and a chord distance of 77.07 feet) an arc distance of 77.08 feet to a point in the southerly line of a 20.0029 acre tract heretofore conveyed to Jane Ann Lewis by deed recorded in Official Record Volume 1678, Page 809 of said County deed records;

Thence with the southerly line of said 20.0029 acre tract running on the following two (2) courses and distances:

1. S.57°48'47"E., a distance of 46.57 feet to a point;
2. N.17°06'19"E., a distance of 6.97 feet to a point;

Thence leaving the southerly line of said 20.0029 acre tract and running by new division lines on the following five (5) courses and distances:

1. along a curve to the right (said curve having a radius of 2471.00 feet, with a chord bearing S.65°28'44"E., and a chord distance of 31.17 feet) an arc distance of 31.17 feet to a point of compound curvature;
2. along a curve to the right (said curve having a radius of 35.00 feet, with a chord bearing S.19°21'11"E., and a chord distance of 50.15 feet) an arc distance of 55.91 feet to a point;
3. S.26°24'42"W., a distance of 3.15 feet to a point of curvature;
4. along a curve to the right (said curve having a radius of 145.00 feet, with a chord bearing S.59°17'57"W., and a chord distance of 157.47 feet) an arc distance of 166.46 feet to a point;

5. S.02°11'13"W., a distance of 30.00 feet to a point in the southerly line of the aforementioned 133.8566 acre tract, said point also being in the centerline of existing Dwire Road;

Thence with the southerly line of said 133.8566 acre tract and said centerline, N.87°48'47"W., a distance of 532.95 feet to a ½" iron pin found at the northeasterly corner of 14.4630 acre tract (remainder) heretofore conveyed to Bernard R. and Gayle Ann Froehlich by deed recorded in Deed Book 391, Page 613 of said County deed records;

Thence with the southerly line of said 133.8566 acre tract, said centerline, and the northerly line of said 14.4630 acre tract, N.87°36'31"W., a distance of 107.03 feet to the northwest corner of said 14.4630 acre tract;

Thence leaving the southerly line of said 133.8566 acre tract and said centerline, and running with the westerly line of said 14.4630 acre tract on the following three (3) courses and distances:

1. S.35°58'49"W., a distance of 482.07 feet to a point;
2. S.07°06'08"W., a distance of 764.90 feet to a point;
3. S.21°32'35"E., a distance of 368.30 feet to the southwesterly corner of said 14.4630 acre tract;

Thence running by new division lines on the following five (5) courses and distances:

1. S.03°35'25"E., a distance of 402.78 feet to a point;
2. S.00°21'38"E., a distance of 589.45 feet to a point of curvature;
3. along a curve to the right (said curve having a radius of 175.00 feet, with a chord bearing S.66°56'52"W., and a chord distance of 296.62 feet) an arc distance of 353.93 feet to a point;
4. S.48°41'43"W., a distance of 37.28 feet to a point;
5. S.06°36'17"W., a distance of 513.87 feet to a point in the northerly line of the aforementioned Lot 1 of Grandin Ridge Subdivision;

Thence with the northerly line of said Lot 1, N.69°00'22"W., a distance of 49.82 feet to the point of beginning;

LEGAL DESCRIPTION
201.7081 ACRES
PAGE 5

Containing 59.3539 acres, more or less, (10.8921 acres out of the aforementioned 28.6539 ac. tract, 40.5938 ac. out of the aforementioned 120.6534 ac. tract, and 7.8680 ac. out of the aforementioned 133.8566 ac. tract) and being subject to all legal highways, rights-of-way, easements, restrictions, covenants, and/or conditions of record.

PARCEL B

12-01-300-006 SC

~~Sidwell Nos: 12-01-300-013~~
~~12-01-451-001.0~~

Situated in Military Survey Number 1547, Hamilton Township, Warren County, Ohio, being part of a 133.8566 acre tract heretofore conveyed to Rivers Bend Land Company, Ltd. by deed recorded in Official Record Volume 1678, Page 819, and part of a 22.8841 acre tract heretofore conveyed to Rivers Bend Land Company, Ltd. by deed recorded in Official Record Volume 1678, Page 796 of the Warren County, Ohio, Deed Records and being more particularly described as follows:

Commencing at a spike found at the intersection of the centerline of Lebanon Road with the centerline of existing Dwire Road;

Thence along the centerline of Dwire Road on the following three (3) courses and distances:

1. N.86°53'00"W., a distance of 435.58 feet to a p.k. nail set;
2. N.86°51'25"W., a distance of 439.94 feet to a spike found;
3. N.87°48'47"W., a distance of 373.61 feet to the principal point of beginning (referenced by a spike found, 0.17 feet north and 0.15 feet east of said point of beginning) for this description;

Thence from said principal point of beginning, continuing along the centerline of Dwire Road, N.87°48'47"W., a distance of 29.90 feet to a point;

Thence leaving the centerline of Dwire Road and running by new division lines, on the following five (5) courses and distances:

1. N.57°40'45"W., a distance of 73.29 feet to a point of curvature;
2. along a curve to the left (said curve having a radius of 279.00 feet, with a chord bearing N.72°44'46"W., and a chord distance of 145.05 feet) an arc distance of 146.74 feet to a point;
3. N.87°48'47"W., a distance of 189.67 feet to a point of curvature;

4. along a curve to the right (said curve having a radius of 371.00 feet, with a chord bearing N.73°48'16"W., and a chord distance of 179.61 feet) an arc distance of 181.42 feet to a point of reverse curvature;
5. along a curve to the left (said curve having a radius of 2529.00 feet, with a chord bearing N.62°53'58"W., and a chord distance of 273.84 feet) an arc distance of 273.97 feet to a point in the easterly line of a 20.0029 acre tract of land heretofore conveyed to Jane Ann Lewis by deed recorded in Official Record Volume 1678, Page 809 of said County deed records;

Thence running with the lines of said 20.0029 acre tract on the following five (5) courses and distances:

1. N.17°06'19"E., a distance of 332.69 feet to a point;
2. along a curve to the right (said curve having a radius of 150.00 feet, with a chord bearing N.32°27'26"W., and a chord distance of 113.70 feet) an arc distance of 116.61 feet to a point;
3. N.10°11'11"W., a distance of 772.39 feet to a point;
4. N.73°12'05"W., a distance of 829.02 feet to a point;
5. S.24°57'56"E., a distance of 191.88 feet to a point;

Thence along new division lines on the following ten (10) courses and distances:

1. S.65°02'04"W., a distance of 119.03 feet to a point;
2. S.23°17'45"W., a distance of 439.73 feet to a point;
3. S.01°29'02"W., a distance of 460.04 feet to a point;
4. S.20°02'29"E., a distance of 237.11 feet to a point;
5. S.40°40'54"W., a distance of 344.50 feet to a point;
6. N.49°19'06"W., a distance of 208.60 feet to a point;
7. N.40°40'54"E., a distance of 117.72 feet to a point;
8. N.08°56'08"W., a distance of 668.88 feet to a point of curvature;

9. along a curve to the right (said curve having a radius of 300.00 feet, with a chord bearing N.06°18'23"E., and a chord distance of 157.74 feet) an arc distance of 159.61 feet to a point;

10. N.21°32'59"E., a distance of 847.85 feet to a point in the southerly line of a tract of land heretofore conveyed to the State of Ohio Department of Natural Resources by deed recorded in Official Record Volume 31, Page 913 of said County deed records;

Thence running with the lines of said State of Ohio Department of Natural Resources tract on the following four (4) courses and distances;

1. along a curve to the left (said curve having a radius of 2257.74 feet, with a chord bearing N.67°05'16"E., and a chord distance of 748.81 feet) an arc distance of 752.29 feet to a point;

2. N.57°32'32"E., a distance of 197.39 feet to a ½" iron pin found;

3. N.57°45'49"E., a distance of 261.38 feet to a ½" iron pin found at a point of curvature;

4. along a curve to the right (said curve having a radius of 1234.57 feet, with a chord bearing N.68°22'52"E., and a chord distance of 454.94 feet) an arc distance of 457.55 feet to a ½" iron pin found in the westerly limited access right-of-way line of State Route 48;

Thence with said westerly right-of-way line, S.28°44'43"E., a distance of 1291.70 feet to a 5/8" iron pin found (disturbed) at a northerly corner of a 10.66 acre tract of land heretofore conveyed to Gayle Ann Froehlich by deed recorded in Official Record Volume 928, Page 747 of said County deed records;

Thence with the westerly line of said 10.66 acre tract, S.03°53'07"E., a distance of 977.54 feet to a point, referenced by an iron pin found 0.17 feet east and 0.13 feet north of said point, also being in the northerly line of a 4.52 acre tract of land heretofore conveyed to Fredia Prows by deed recorded in Official Record Volume 20, Page 102 of said County deed records;

Thence with the northerly line of said 4.52 acre tract, N.87°51'48"W., a distance of 252.96 feet to a point at the northwesterly corner of said 4.52 acre tract;

Thence with the westerly line of said 4.52 acre tract, S.00°45'27"E., a distance of 544.74 feet to the point of beginning;

LEGAL DESCRIPTION
201.7081 ACRES
PAGE 8

Containing 76.3328 acres, more or less, (53.9277 ac. out of the aforementioned 133.8566 ac. tract, and 22.4051 ac. out of the aforementioned 22.8841 ac. tract) and being subject to all legal highways, rights-of-way, easements, restrictions, covenants, and/or conditions of record.

~~Sidwell Nos. 16-06-202-006~~
~~16-06-400-022~~

PARCEL C 16-06-202-007 SC

Situated in Military Survey Number 1547, Hamilton Township, Warren County, Ohio, being part of a 34.4504 acre tract heretofore conveyed to Rivers Bend Land Company, Ltd. by deed recorded in Official Record Volume 1678, Page 800, and part of a 97.4897 acre tract heretofore conveyed to Rivers Bend Land Company, Ltd. by deed recorded in Official Record Volume 1678, Page 859, of the Warren County, Ohio, Deed Records and being more particularly described as follows:

Commencing at the northeasterly corner of Lot 19 of Grandin Ridge Subdivision, as recorded in Plat Book 38, Pages 53 through 57, of the Warren County, Ohio Subdivision Records;

Thence with the easterly line of said Lot 19 and the westerly line of the aforementioned 97.4897 acre tract, S.00°07'30"E., a distance of 354.78 feet to the principal point of beginning for this description;

Thence from said principal point of beginning, running by new division lines on the following nine (9) courses and distances:

1. N.89°52'30"E., a distance of 91.34 feet to a point;
2. N.21°37'20"E., a distance of 566.73 feet to a point;
3. N.03°22'40"W., a distance of 971.45 feet to a point;
4. along a curve to the left (said curve having a radius of 279.00 feet, with a chord bearing S.80°24'05"E., and a chord distance of 67.86 feet) an arc distance of 68.03 feet to a point;
5. S.87°23'11"E., a distance of 361.18 feet to a point;
6. S.84°52'21"E., a distance of 205.20 feet to a point;
7. S.87°23'11"E., a distance of 166.07 feet to a point of curvature;

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8. along a curve to the left (said curve having a radius of 288.00 feet, with a chord bearing N.87°11'36"E., and a chord distance of 54.41 feet) an arc distance of 54.49 feet to a point;
9. N.81°46'23"E., a distance of 63.90 feet to a point in the westerly right-of-way line of State Route 48;

Thence

with said westerly right-of-way line, running on the following six (6) courses and distances:

1. along a curve to the right (said curve having a radius of 7061.97 feet, with a chord bearing S.15°31'55"E., and a chord distance of 575.62 feet) an arc distance of 575.77 feet to a point;
2. S.01°18'53"E., a distance of 100.47 feet to a point;
3. S.11°13'13"E., a distance of 289.01 feet to a point of curvature;
4. along a curve to the right (said curve having a radius of 7041.97 feet, with a chord bearing S.09°37'13"E., and a chord distance of 104.26 feet) an arc distance of 104.27 feet to a point;
5. S.20°16'39"E., a distance of 100.47 feet to a point of curvature;
6. along a curve to the right (said curve having a radius of 7061.97 feet, with a chord bearing S.06°31'42"E., and a chord distance of 460.35 feet) an arc distance of 460.43 feet to a ½" iron pin found at the northeasterly corner of a 5.019 acre tract heretofore conveyed to Jerry, Linda, and Perry Glass by deed recorded in Official Record Volume 599, Page 617 of said County deed records;

Thence

leaving the said westerly right-of-way line and running with the northerly line of said 5.019 acre tract; S.86°31'21"W., a distance of 503.57 feet to a ½" iron pin found (bent);

Thence

leaving the northerly line of said 5.019 acre tract and running by new division lines on the following seven (7) courses and distances:

1. N.03°28'39"W., a distance of 170.00 feet to a point;
2. S.86°31'21"W., a distance of 97.97 feet to a point;
3. S.28°37'00"W., a distance of 956.56 feet to a point;
4. S.00°31'17"E., a distance of 30.00 feet to a point;

5. along a curve to the right (said curve having a radius of 385.00 feet, with a chord bearing S.74°49'14"E., and a chord distance of 208.37 feet) an arc distance of 211.00 feet to a point;
6. S.18°23'22"W., a distance of 843.69 feet to a point;
7. S.36°30'29"W., a distance of 621.45 feet to a point in the northerly line of a 16.78 acre tract heretofore conveyed to Janet G. Reeder by deed recorded in Official Record Volume 147, Page 26 of said County deed records;

Thence with the northerly line of said 16.78 acre tract, S.89°49'29"W., a distance of 253.59 feet to a 1-1/2" iron pipe found in the easterly line of a 48.54 acre tract heretofore conveyed to Grandin Land Developers, Inc. by deed recorded in Official Record Volume 430, Page 304 of said County deed records;

Thence leaving the northerly line of said 16.78 acre tract and running partially with the easterly line of said 48.54 acre tract and partially with the easterly line of Lot 30 of the aforementioned Grandin Ridge Subdivision, N.04°51'31"W., a distance of 327.52 feet to a point;

Thence leaving the easterly line of said Lot 30 and running by new division lines on the following seven (7) courses and distances:

1. N.22°47'24"E., a distance of 697.09 feet to a point;
2. N.46°51'51"E., a distance of 109.57 feet to a point;
3. N.22°46'59"E., a distance of 307.00 feet to a point;
4. N.06°55'01"E., a distance of 30.00 feet to a point;
5. along a curve to the right (said curve having a radius of 210.00 feet, with a chord bearing N.75°24'14"W., and a chord distance of 56.12 feet) an arc distance of 56.29 feet to a point of reverse curvature;
6. along a curve to the left (said curve having a radius of 190.00 feet, with a chord bearing N.83°49'44"W., and a chord distance of 105.41 feet) an arc distance of 106.81 feet to a point;
7. S.80°04'01"W., a distance of 2.59 feet to a point in the easterly line of the aforementioned Grandin Ridge Subdivision;

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20 1.7081 ACRES
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Thence with the easterly line of said subdivision, N.00°07'30"W., a distance of 848.21 feet to the point of beginning;

Containing 66.0214 acres, more or less, (21.9179 ac. out of the aforementioned 34.4504 ac. tract, and 44.1035 ac. out of the aforementioned 97.4897 ac. tract) and being subject to all legal highways, rights-of-way, easements, restrictions, covenants, and/or conditions of record.

The above description and bearing system is based on a survey prepared by CDS Associates, Inc., in June 1999, at the direction of Lee A. Russell, Registered Professional Surveyor No. 6840 in Ohio and is filed in Survey Record Volume 108, Plat No. 24, of the Warren County Engineer's Record of Land Surveys.

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~~CONFIDENTIAL~~

Situate in Virginia Military Survey No. 1547 in the Village of South Lebanon, Warren County, Ohio, and being a part of a 3.00 acre tract (with exception) conveyed to Elsie Smith, Pauline Francis and Margaret Francis by O. R. 690 page 832 and being more particularly bounded and described as follows:

Beginning for reference at the Northeast corner of the intersection of the right of way of Railroad Street and Main Street in the Village of South Lebanon; thence South 72° 20' East with the North line of Railroad Street for a distance of 680.44 feet to a 1/2 inch iron pin (set) in the North right of way of Railroad Street and in the South line of the 3.00 acre tract and being the true point of beginning for the herein described tract; thence by new line of division across the 3.00 acre tract North 19° 15' 00" East, passing a 1/2 inch iron pin (set) at 275.77 feet, for a total distance of 330.64 feet to a point, on the low water mark of the Little Miami River; thence with the low water mark of the river the following 2 calls: (1) South 59° 48' 30" East for a distance of 250.00 feet to a point; (2) South 65° 23' 45" East for a distance of 299.03 feet to a point at the mouth of the stream entering the river and being the northerly extension of the West line of a 1.226 acre tract conveyed to Brenda J. Stanley by O. R. 272 page 560; thence with the West line of Stanley and following up the stream South 12° 31' 19" West, passing a 2 1/2 inch pipe (fd. leaing 0.27 feet West of the property line) on the East bank of the stream a distance of 142.65 feet, for a total distance of 241.15 feet to a 1/2 inch iron pin (set) at the Northeast corner of a 1.226 acre tract conveyed to the Village of South Lebanon by O. R. 395 page 583 and being on the eastward extension of the North right of way of Railroad Street, thence with the extension of the right of way line and the North line of the 1.266 acre tract North 72° 20' 00" West for a distance of 571.65 feet to the point of beginning. Containing 3.554 acres of which approximately 0.567 acres are in the banks of the Little Miami River leaving a net acreage of 2.987 acres, more or less.

Above description is the result of a survey by Homer C. Hendrickson, Ohio Reg. Surveyor No. 6161, on August 8, 1995, and is filed in Vol. 94 Plat 39 of the Warren County Surveyors Record of Land Surveys.

Sidwell No. 12-01-426-020 *SC*

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IES TRIFFIN

located in the Village of South Lebanon, Warren County, Ohio, and being part of Military Survey No. 1547, and bounded and described as follows: beginning at an iron pin at the intersection of the easterly right-of-way line of Main Street with the northerly right-of-way line of a 20 foot wide street (Railroad Street) running thence with the northerly right-of-way line of Railroad Street, South 77° 08' 19" East 599.44 feet to an iron pin at the real point of beginning for the herein described tract; running thence, from said real point of beginning, with the northerly right-of-way line of Railroad Street and with said northerly line extended, South 77° 08' 19" East 652.65 feet to an iron pin in the easterly boundary line of a 6.27 acre tract recored in Deed Book 364 page 6, of the Deed Records of said County; thence, with the westerly boundary line of said 6.27 acre tract, and with said westerly boundary line extended South 7° 43' 00" West 81.26 feet to an iron pin; thence, parallel to and 20 feet North of (measured perpendicularly to) the centerline of said Railroad, on the following curves: (1) on a 5749.58 foot radius curve to the left, whose chord bears North 76° 52' 32" West 2.56 feet, an arc distance of 292.59 feet to an iron pin (2) North 78° 00" West 365.65 feet to an iron pin; thence, by a new division line, North 1° 40' 00" East 87.22 feet to the point of beginning. Containing 22 acres, more or less. Subject to legal highways.

Sidwell No. 12-01-428-002

Together with the rights and privileges in that certain Reciprocal Easement and Maintenance Agreement between Tournament Players Club at Rivers Bend, LLC and Rivers Bend Land Company, Ltd. recorded in Official Record Book _____, Page _____, of the Recorder's Office of Warren County, Ohio.

Together with the rights and privileges in that certain Access Construction and Utility Easement Agreement between Rivers Bend Land Company, Ltd. and Jane Ann Lewis in Official Record Book 1678, Page 926 of the Recorder's Office of Warren County, Ohio.

Together with the rights and privileges in that certain Construction and Golf Course Easement Agreement between Samuel G. and Minnie Ellen Leavengood and Rivers Bend Land Company, Ltd. in Official Record 1678, Page 915 of the Recorder's Office of Warren County, Ohio.

Together with the rights and privileges in that certain Construction Easement Agreement between Gayle Ann Froehlich, Bernard R. Froehlich and Rivers Bend Land Company, Ltd. in Official Record Book 1678, Page 904 of the Recorder's Office of Warren County, Ohio.

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RECORDED - WARREN COUNTY RECORDER
Doc# 153439 Type: MTS
Filed 7/21/1999 15:35:40
of Records: 1798
Return Flag: M
94.00
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LANS TITLE CINCINNATI

**LEGAL DESCRIPTION
15.0947 ACRES**

Situated in Military Survey Number 1547, Hamilton Township, Warren County, Ohio, being part of the land heretofore conveyed to Rivers Bend Land Company, Ltd. by deed recorded in Official Record Volume 1678, Page 859 of the Warren County, Ohio, Deed Records and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Old State Route 48 (Lebanon Road) and the centerline of Dwire Road;

Thence running along the centerline of Old State Route 48 (Lebanon Road) S. $03^{\circ}41'07''$ E., a distance of 2055.10 feet to a p.k. nail set, said point being the principal point of beginning for the herein described 15.0947 acre tract;

Thence from said principal point of beginning, continuing with the centerline of Old State Route 48 (Lebanon Road) on the following two (2) courses and distances:

1. S. $03^{\circ}41'07''$ E., a distance of 633.43 feet to a p.k. nail found;
2. S. $04^{\circ}34'45''$ E., a distance of 165.10 feet to a p.k. nail set;

Thence leaving said centerline, along the northerly right-of-way line of proposed Ridgeview Lane on the following six (6) courses and distances:

1. S. $81^{\circ}56'00''$ W., a distance of 337.27 feet to an iron pin set;
2. Along a non-tangent curve to the right (said curve having a radius of 34.50 feet, with a chord bearing S. $58^{\circ}01'41''$ W., and a chord distance of 29.33 feet), an arc distance of 30.30 feet to an iron pin set at a point of compound curvature;
3. Along said curve to the right (said curve having a radius of 475.00 feet, with a chord bearing N. $59^{\circ}31'44''$ W., and a chord distance of 575.49 feet), an arc distance of 618.21 feet to an iron pin set at a point of reverse curvature;
4. Along said curve to the left (said curve having a radius of 425.00 feet, with a chord bearing N. $25^{\circ}15'27''$ W., and a chord distance of 44.69 feet), an arc distance of 44.71 feet to an iron pin set at a point of compound curvature;

5. Along said curve to the left (said curve having a radius of 316.96 feet, with a chord bearing N. 40°41'38" W., and a chord distance of 136.37 feet), an arc distance of 137.44 feet to an iron pin set at a point of tangency;
6. N. 53°07'00" W., a distance of 3.84 feet to an iron pin set;

Thence N. 28°35'37" E., a distance of 486.33 feet to an iron pin set;

Thence S. 59°25'43" E., a distance of 83.23 feet to an iron pin found (bent) at the southwest corner of a tract of land heretofore conveyed to Jerry, Linda and Perry Glass by deed recorded in Official Record Volume 599, Page 617;

Thence along the southerly line of the aforementioned Glass tract, (and extension thereof) N. 86°31'21" E., a distance of 608.69 feet to the point of beginning;

Containing 15.0947 acres, more or less, and being subject to all legal highways, rights-of-way, easements, restrictions, covenants, and/or conditions of record.

The above described property is subject to a perpetual easement granted to the State of Ohio for highway purposes, and described in Deed Book 401, Page 335 of the deed records of Warren County, Ohio.

The Grantor reserves for themselves, their successors or assigns and/or the County of Warren/Hamilton Township, a fifteen (15) foot wide Drainage and Utility Easement along the southerly line of the above described 15.0947 acre tract, and being more particularly described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Old State Route 48 (Lebanon Road) and the centerline of Dwire Road;

Thence running along the centerline of Old State Route 48 (Lebanon Road) S. 03°41'07" E., a distance of 2688.53 feet to a p.k. nail found;

Thence continuing with said centerline, S. 04°34'45" E., a distance of 165.10 feet to a p.k. nail set;

Thence leaving said centerline, S. 81°56'00" W., a distance of 98.67 feet to an iron pin set in the existing westerly right-of-way line of State Route 48, said point being the principal point of beginning;

Thence from said principal point of beginning, along the northerly line of proposed Ridgeview Lane on the following six (6) courses and distances:

1. S. $81^{\circ}56'00''$ W., a distance of 238.60 feet to an iron pin set;
2. Along a non-tangent curve to the right (said curve having a radius of 34.50 feet, with a chord bearing S. $58^{\circ}01'41''$ W., and a chord distance of 29.33 feet), an arc distance of 30.30 feet to an iron pin set at a point of compound curvature;
3. Along said curve to the right (said curve having a radius of 475.00 feet, with a chord bearing N. $59^{\circ}31'44''$ W., and a chord distance of 575.49 feet), an arc distance of 618.21 feet to an iron pin set at a point of reverse curvature;
4. Along said curve to the left (said curve having a radius of 425.00 feet, with a chord bearing N. $25^{\circ}15'27''$ W., and a chord distance of 44.69 feet), an arc distance of 44.71 feet to an iron pin set at a point of compound curvature;
5. Along said curve to the left (said curve having a radius of 316.96 feet, with a chord bearing N. $40^{\circ}41'38''$ W., and a chord distance of 136.37 feet), an arc distance of 137.44 feet to an iron pin set at a point of tangency;
6. N. $53^{\circ}07'00''$ W., a distance of 3.84 feet to an iron pin set;

Thence

along the westerly line of the aforementioned 15.0947 acre tract,
N. $28^{\circ}35'37''$ E., a distance of 15.16 feet to a point;

Thence

along a line which is 15 feet north of and parallel and/or concentric
to the aforementioned northerly right-of-way line of the proposed
Ridgeview Lane on the following six (6) courses and distances:

1. S. $53^{\circ}07'00''$ E., a distance of 6.03 feet;
2. Along said curve to the right (said curve having a radius of 331.96 feet, with a chord bearing S. $40^{\circ}41'38''$ E., and a chord distance of 142.82 feet), an arc distance of 143.95 feet to a point of compound curvature;
3. Along said curve to the right (said curve having a radius of 440.00 feet, with a chord bearing S. $25^{\circ}15'27''$ E., and a chord distance of 46.26 feet), an arc distance of 46.29 feet to a point of reverse curvature;
4. Along said curve to the left (said curve having a radius of 460.00 feet, with a chord bearing S. $59^{\circ}31'44''$ E., and a chord distance of 557.32 feet), an arc distance of 598.69 feet to a point of compound curvature;
5. Along said curve to the left (said curve having a radius of 19.50 feet, with a chord bearing N. $49^{\circ}02'15''$ E., and a chord distance of 21.89 feet), an arc distance of 23.24 feet to a point;
6. N. $81^{\circ}56'00''$ E., a distance of 247.67 feet to a point in the westerly right-of-way line of State Route 48;

LEGAL DESCRIPTION
15.0947 ACRES
PAGE 4

Thence along the westerly right-of-way line of State Route 48,
S. 04°24'34" E., a distance of 15.03 feet to the point of beginning;

Containing 16,041 square feet, more or less, and being subject to all other
easements, rights-of-way, restrictions, covenants, and/or conditions
of record.

The above description and bearing system is based on a survey prepared
by CDS Associates, Inc., in April 1999, at the direction of Lee A. Russell,
Registered Professional Surveyor No. 6840 in Ohio and is filed in Survey
Record Volume 107, Plat No. 50, of the Warren County Engineer's
Record of Land Surveys.

TRANSFER NOT NECESSARY
NICK NELSON, AUDITOR
WARREN COUNTY, OHIO

EXHIBIT "A-1"

LEGAL DESCRIPTION OF CLUB PROPERTY

CDS
engineers
architects
planners
surveyors

LEGAL DESCRIPTION
201.7081 TOTAL ACRES

Strawell & Co. 12-01-3000
~~16-12-2000~~
~~16-12-4000~~

PARCEL A *16-06-100-010 SC*

Situated in Military Survey Number 1547, Hamilton Township, Warren County, Ohio, being part of a 133.8566 acre tract heretofore conveyed to Rivers Bend Land Company, Ltd. by deed recorded in Official Record Volume 1678, Page 819, part of a 120.6534 acre tract heretofore conveyed to Rivers Bend Land Company, Ltd. by deed recorded in Official Record Volume 1678, Page 791, and part of a 28.6539 acre tract heretofore conveyed to Rivers Bend Land Company, Ltd. by deed recorded in Official Record Volume 1678, Page 866 of the Warren County, Ohio. Deed Records and being more particularly described as follows:

Beginning at a ½" iron pin found at the northwest corner of Lot 1 of Grandin Ridge Subdivision, as recorded in Plat Book 38, Pages 53 through 57, of the Warren County, Ohio Subdivision Records, said point being in the easterly line of the aforementioned 28.6539 acre tract;

Thence from said principal point of beginning, with the westerly line of said Lot 1 and the easterly line of said 28.6539 acre tract, S.01°12'59"E., a distance of 204.06 feet to a point;

Thence leaving the westerly line of said Lot 1 and continuing with the easterly line of said 28.6539 acre tract, S.31°24'46"W., a distance of 849.98 feet to a point;

Thence leaving the easterly line of said 28.6539 acre tract and running by new division lines on the following twenty-four (24) courses and distances:

1. N.83°29'53"W., a distance of 106.89 feet to a point of curvature;
2. along a curve to the right (said curve having a radius of 150.00 feet, with a chord bearing N.16°58'19"W., and a chord distance of 275.17 feet) an arc distance of 348.33 feet to a point;
3. N.34°07'11"W., a distance of 89.14 feet to a point of curvature;

4. along a curve to the right (said curve having a radius of 100.00 feet, with a chord bearing N.07°55'24"W., and a chord distance of 88.29 feet) an arc distance of 91.44 feet to a point;
5. N.18°16'23"E., a distance of 808.14 feet to a point;
6. N.15°28'51"E., a distance of 453.76 feet to a point of curvature;
7. along a curve to the right (said curve having a radius of 175.00 feet, with a chord bearing N.63°02'37"E., and a chord distance of 258.31 feet) an arc distance of 290.55 feet to a point;
8. N.20°36'24"E., a distance of 139.01 feet to a point;
9. N.44°41'41"E., a distance of 65.23 feet to a point;
10. N.24°56'10"W., a distance of 741.02 feet to a point of curvature;
11. along a curve to the right (said curve having a radius of 182.93 feet, with a chord bearing N.14°50'46"W., and a chord distance of 123.18 feet) an arc distance of 125.64 feet to a point;
12. N.06°23'18"E., a distance of 289.89 feet to a point;
13. N.44°45'54"W., a distance of 156.30 feet to a point of curvature;
14. along a curve to the right (said curve having a radius of 100.83 feet, with a chord bearing N.03°11'48"W., and a chord distance of 130.61 feet) an arc distance of 142.08 feet to a point;
15. N.30°59'46"E., a distance of 281.75 feet to a point;
16. N.56°57'12"W., a distance of 117.18 feet to a point;
17. N.50°43'43"E., a distance of 230.02 feet to a point of curvature;
18. along a curve to the left (said curve having a radius of 1000.00 feet, with a chord bearing N.45°42'19"E., and a chord distance of 175.13 feet) an arc distance of 175.35 feet to a point;
19. N.40°40'54"E., a distance of 688.54 feet to a point of curvature;

20. along a curve to the right (said curve having a radius of 260.00 feet, with a chord bearing N.72°57'54"E., and a chord distance of 277.73 feet) an arc distance of 292.99 feet to a point;
21. S.74°45'07"E., a distance of 359.74 feet to a point of curvature;
22. along a curve to the right (said curve having a radius of 2485.00 feet, with a chord bearing S.73°25'57"E., and a chord distance of 114.43 feet) an arc distance of 114.44 feet to a point;
23. S.65°00'56"E., a distance of 149.27 feet to a point of curvature;
24. along a curve to the right (said curve having a radius of 2471.00 feet, with a chord bearing S.67°46'59"E., and a chord distance of 77.07 feet) an arc distance of 77.08 feet to a point in the southerly line of a 20.0029 acre tract heretofore conveyed to Jane Ann Lewis by deed recorded in Official Record Volume 1678, Page 809 of said County deed records;

Thence with the southerly line of said 20.0029 acre tract running on the following two (2) courses and distances:

1. S.57°48'47"E., a distance of 46.57 feet to a point;
2. N.17°06'19"E., a distance of 6.97 feet to a point;

Thence leaving the southerly line of said 20.0029 acre tract and running by new division lines on the following five (5) courses and distances:

1. along a curve to the right (said curve having a radius of 2471.00 feet, with a chord bearing S.65°28'44"E., and a chord distance of 31.17 feet) an arc distance of 31.17 feet to a point of compound curvature;
2. along a curve to the right (said curve having a radius of 35.00 feet, with a chord bearing S.19°21'11"E., and a chord distance of 50.15 feet) an arc distance of 55.91 feet to a point;
3. S.26°24'42"W., a distance of 3.15 feet to a point of curvature;
4. along a curve to the right (said curve having a radius of 145.00 feet, with a chord bearing S.59°17'57"W., and a chord distance of 157.47 feet) an arc distance of 166.46 feet to a point;

5. S.02°11'13"W., a distance of 30.00 feet to a point in the southerly line of the aforementioned 133.8566 acre tract, said point also being in the centerline of existing Dwire Road;

Thence with the southerly line of said 133.8566 acre tract and said centerline, N.87°48'47"W., a distance of 532.95 feet to a ½" iron pin found at the northeasterly corner of 14.4630 acre tract (remainder) heretofore conveyed to Bernard R. and Gayle Ann Froehlich by deed recorded in Deed Book 391, Page 613 of said County deed records;

Thence with the southerly line of said 133.8566 acre tract, said centerline, and the northerly line of said 14.4630 acre tract, N.87°36'31"W., a distance of 107.03 feet to the northwest corner of said 14.4630 acre tract;

Thence leaving the southerly line of said 133.8566 acre tract and said centerline, and running with the westerly line of said 14.4630 acre tract on the following three (3) courses and distances:

1. S.35°58'49"W., a distance of 482.07 feet to a point;
2. S.07°06'08"W., a distance of 764.90 feet to a point;
3. S.21°32'35"E., a distance of 368.30 feet to the southwesterly corner of said 14.4630 acre tract;

Thence running by new division lines on the following five (5) courses and distances:

1. S.03°35'25"E., a distance of 402.78 feet to a point;
2. S.00°21'38"E., a distance of 589.45 feet to a point of curvature;
3. along a curve to the right (said curve having a radius of 175.00 feet, with a chord bearing S.66°56'52"W., and a chord distance of 296.62 feet) an arc distance of 353.93 feet to a point;
4. S.48°41'43"W., a distance of 37.28 feet to a point;
5. S.06°36'17"W., a distance of 513.87 feet to a point in the northerly line of the aforementioned Lot 1 of Grandin Ridge Subdivision;

Thence with the northerly line of said Lot 1, N.69°00'22"W., a distance of 49.82 feet to the point of beginning;

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PAGE 5

Containing 59.3539 acres, more or less, (10.8921 acres out of the aforementioned 28.6539 ac. tract, 40.5938 ac. out of the aforementioned 120.6534 ac. tract, and 7.8680 ac. out of the aforementioned 133.8566 ac. tract) and being subject to all legal highways, rights-of-way, easements, restrictions, covenants, and/or conditions of record.

PARCEL B 12-01-300-006 SE

~~Sidwell Nos. 12-01-300-043~~
~~12-01-451-001.0~~

Situated in Military Survey Number 1547, Hamilton Township, Warren County, Ohio, being part of a 133.8566 acre tract heretofore conveyed to Rivers Bend Land Company, Ltd. by deed recorded in Official Record Volume 1678, Page 819, and part of a 22.8841 acre tract heretofore conveyed to Rivers Bend Land Company, Ltd. by deed recorded in Official Record Volume 1678, Page 796 of the Warren County, Ohio, Deed Records and being more particularly described as follows:

Commencing at a spike found at the intersection of the centerline of Lebanon Road with the centerline of existing Dwire Road;

Thence along the centerline of Dwire Road on the following three (3) courses and distances:

1. N.86°53'00"W., a distance of 435.58 feet to a p.k. nail set;
2. N.86°51'25"W., a distance of 439.94 feet to a spike found;
3. N.87°48'47"W., a distance of 373.61 feet to the principal point of beginning (referenced by a spike found, 0.17 feet north and 0.15 feet east of said point of beginning) for this description;

Thence from said principal point of beginning, continuing along the centerline of Dwire Road, N.87°48'47"W., a distance of 29.90 feet to a point;

Thence leaving the centerline of Dwire Road and running by new division lines, on the following five (5) courses and distances:

1. N.57°40'45"W., a distance of 73.29 feet to a point of curvature;
2. along a curve to the left (said curve having a radius of 279.00 feet, with a chord bearing N.72°44'46"W., and a chord distance of 145.05 feet) an arc distance of 146.74 feet to a point;
3. N.87°48'47"W., a distance of 189.67 feet to a point of curvature;

4. along a curve to the right (said curve having a radius of 371.00 feet, with a chord bearing N.73°48'16"W., and a chord distance of 179.61 feet) an arc distance of 181.42 feet to a point of reverse curvature;
5. along a curve to the left (said curve having a radius of 2529.00 feet, with a chord bearing N.62°53'58"W., and a chord distance of 273.84 feet) an arc distance of 273.97 feet to a point in the easterly line of a 20.0029 acre tract of land heretofore conveyed to Jane Ann Lewis by deed recorded in Official Record Volume 1678, Page 809 of said County deed records;

Thence running with the lines of said 20.0029 acre tract on the following five (5) courses and distances:

1. N.17°06'19"E., a distance of 332.69 feet to a point;
2. along a curve to the right (said curve having a radius of 150.00 feet, with a chord bearing N.32°27'26"W., and a chord distance of 113.70 feet) an arc distance of 116.61 feet to a point;
3. N.10°11'11"W., a distance of 772.39 feet to a point;
4. N.73°12'05"W., a distance of 829.02 feet to a point;
5. S.24°57'56"E., a distance of 191.88 feet to a point;

Thence along new division lines on the following ten (10) courses and distances:

1. S.65°02'04"W., a distance of 119.03 feet to a point;
2. S.23°17'45"W., a distance of 439.73 feet to a point;
3. S.01°29'02"W., a distance of 460.04 feet to a point;
4. S.20°02'29"E., a distance of 237.11 feet to a point;
5. S.40°40'54"W., a distance of 344.50 feet to a point;
6. N.49°19'06"W., a distance of 208.60 feet to a point;
7. N.40°40'54"E., a distance of 117.72 feet to a point;
8. N.08°56'08"W., a distance of 668.88 feet to a point of curvature;

9. along a curve to the right (said curve having a radius of 300.00 feet, with a chord bearing N.06°18'23"E., and a chord distance of 157.74 feet) an arc distance of 159.61 feet to a point;

10. N.21°32'59"E., a distance of 847.85 feet to a point in the southerly line of a tract of land heretofore conveyed to the State of Ohio Department of Natural Resources by deed recorded in Official Record Volume 31, Page 913 of said County deed records;

Thence running with the lines of said State of Ohio Department of Natural Resources tract on the following four (4) courses and distances;

1. along a curve to the left (said curve having a radius of 2257.74 feet, with a chord bearing N.67°05'16"E., and a chord distance of 748.81 feet) an arc distance of 752.29 feet to a point;

2. N.57°32'32"E., a distance of 197.39 feet to a ½" iron pin found;

3. N.57°45'49"E., a distance of 261.38 feet to a ½" iron pin found at a point of curvature;

4. along a curve to the right (said curve having a radius of 1234.57 feet, with a chord bearing N.68°22'52"E., and a chord distance of 454.94 feet) an arc distance of 457.55 feet to a ½" iron pin found in the westerly limited access right-of-way line of State Route 48;

Thence with said westerly right-of-way line, S.28°44'43"E., a distance of 1291.70 feet to a 5/8" iron pin found (disturbed) at a northerly corner of a 10.66 acre tract of land heretofore conveyed to Gayle Ann Frochlich by deed recorded in Official Record Volume 928, Page 747 of said County deed records;

Thence with the westerly line of said 10.66 acre tract, S.03°53'07"E., a distance of 977.54 feet to a point, referenced by an iron pin found 0.17 feet east and 0.13 feet north of said point, also being in the northerly line of a 4.52 acre tract of land heretofore conveyed to Fredia Prows by deed recorded in Official Record Volume 20, Page 102 of said County deed records;

Thence with the northerly line of said 4.52 acre tract, N.87°51'48"W., a distance of 252.96 feet to a point at the northwesterly corner of said 4.52 acre tract;

Thence with the westerly line of said 4.52 acre tract, S.00°45'27"E., a distance of 544.74 feet to the point of beginning;

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Containing 76.3328 acres, more or less, (53.9277 ac. out of the aforementioned 133.8566 ac. tract, and 22.4051 ac. out of the aforementioned 22.8841 ac. tract) and being subject to all legal highways, rights-of-way, easements, restrictions, covenants, and/or conditions of record.

~~Sidwell Ave 16-06-202-001~~
~~16-06-400-032~~

PARCEL C 16-06-202-007 SC

Situated in Military Survey Number 1547, Hamilton Township, Warren County, Ohio, being part of a 34.4504 acre tract heretofore conveyed to Rivers Bend Land Company, Ltd. by deed recorded in Official Record Volume 1678, Page 800, and part of a 97.4897 acre tract heretofore conveyed to Rivers Bend Land Company, Ltd. by deed recorded in Official Record Volume 1678, Page 859, of the Warren County, Ohio, Deed Records and being more particularly described as follows:

Commencing at the northeasterly corner of Lot 19 of Grandin Ridge Subdivision, as recorded in Plat Book 38, Pages 53 through 57, of the Warren County, Ohio Subdivision Records;

Thence with the easterly line of said Lot 19 and the westerly line of the aforementioned 97.4897 acre tract, S.00°07'30"E., a distance of 354.78 feet to the principal point of beginning for this description;

Thence from said principal point of beginning, running by new division lines on the following nine (9) courses and distances:

1. N.89°52'30"E., a distance of 91.34 feet to a point;
2. N.21°37'20"E., a distance of 566.73 feet to a point;
3. N.03°22'40"W., a distance of 971.45 feet to a point;
4. along a curve to the left (said curve having a radius of 279.00 feet, with a chord bearing S.80°24'05"E., and a chord distance of 67.86 feet) an arc distance of 68.03 feet to a point;
5. S.87°23'11"E., a distance of 361.18 feet to a point;
6. S.84°52'21"E., a distance of 205.20 feet to a point;
7. S.87°23'11"E., a distance of 166.07 feet to a point of curvature;

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8. along a curve to the left (said curve having a radius of 288.00 feet, with a chord bearing N.87°11'36"E., and a chord distance of 54.41 feet) an arc distance of 54.49 feet to a point;
9. N.81°46'23"E., a distance of 63.90 feet to a point in the westerly right-of-way line of State Route 48;

Thence with said westerly right-of-way line, running on the following six (6) courses and distances:

1. along a curve to the right (said curve having a radius of 7061.97 feet, with a chord bearing S.15°31'55"E., and a chord distance of 575.62 feet) an arc distance of 575.77 feet to a point;
2. S.01°18'53"E., a distance of 100.47 feet to a point;
3. S.11°13'13"E., a distance of 289.01 feet to a point of curvature;
4. along a curve to the right (said curve having a radius of 7041.97 feet, with a chord bearing S.09°37'13"E., and a chord distance of 104.26 feet) an arc distance of 104.27 feet to a point;
5. S.20°16'39"E., a distance of 100.47 feet to a point of curvature;
6. along a curve to the right (said curve having a radius of 7061.97 feet, with a chord bearing S.06°31'42"E., and a chord distance of 460.35 feet) an arc distance of 460.43 feet to a ½" iron pin found at the northeasterly corner of a 5.019 acre tract heretofore conveyed to Jerry, Linda, and Perry Glass by deed recorded in Official Record Volume 599, Page 617 of said County deed records;

Thence leaving the said westerly right-of-way line and running with the northerly line of said 5.019 acre tract, S.86°31'21"W., a distance of 503.57 feet to a ½" iron pin found (bent);

Thence leaving the northerly line of said 5.019 acre tract and running by new division lines on the following seven (7) courses and distances:

1. N.03°28'39"W., a distance of 170.00 feet to a point;
2. S.86°31'21"W., a distance of 97.97 feet to a point;
3. S.28°37'00"W., a distance of 956.56 feet to a point;
4. S.00°31'17"E., a distance of 30.00 feet to a point;

5. along a curve to the right (said curve having a radius of 385.00 feet, with a chord bearing S.74°49'14"E., and a chord distance of 208.37 feet) an arc distance of 211.00 feet to a point;
6. S.18°23'22"W., a distance of 843.69 feet to a point;
7. S.36°30'29"W., a distance of 621.45 feet to a point in the northerly line of a 16.78 acre tract heretofore conveyed to Janet G. Reeder by deed recorded in Official Record Volume 147, Page 26 of said County deed records;

Thence with the northerly line of said 16.78 acre tract, S.89°49'29"W., a distance of 253.59 feet to a 1-1/2" iron pipe found in the easterly line of a 48.54 acre tract heretofore conveyed to Grandin Land Developers, Inc. by deed recorded in Official Record Volume 430, Page 304 of said County deed records;

Thence leaving the northerly line of said 16.78 acre tract and running partially with the easterly line of said 48.54 acre tract and partially with the easterly line of Lot 30 of the aforementioned Grandin Ridge Subdivision, N.04°51'31"W., a distance of 327.52 feet to a point;

Thence leaving the easterly line of said Lot 30 and running by new division lines on the following seven (7) courses and distances:

1. N.22°47'24"E., a distance of 697.09 feet to a point;
2. N.46°51'51"E., a distance of 109.57 feet to a point;
3. N.22°46'59"E., a distance of 307.00 feet to a point;
4. N.06°55'01"E., a distance of 30.00 feet to a point;
5. along a curve to the right (said curve having a radius of 210.00 feet, with a chord bearing N.75°24'14"W., and a chord distance of 56.12 feet) an arc distance of 56.29 feet to a point of reverse curvature;
6. along a curve to the left (said curve having a radius of 190.00 feet, with a chord bearing N.83°49'44"W., and a chord distance of 105.41 feet) an arc distance of 106.81 feet to a point;
7. S.80°04'01"W., a distance of 2.59 feet to a point in the easterly line of the aforementioned Grandin Ridge Subdivision;

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Thence with the easterly line of said subdivision. N.00°07'30"W., a distance of 848.21 feet to the point of beginning;

Containing 66.0214 acres, more or less, (21.9179 ac. out of the aforementioned 34.4504 ac. tract, and 44.1035 ac. out of the aforementioned 97.4897 ac. tract) and being subject to all legal highways, rights-of-way, easements, restrictions, covenants, and/or conditions of record.

The above description and bearing system is based on a survey prepared by CDS Associates, Inc., in June 1999, at the direction of Lee A. Russell, Registered Professional Surveyor No. 6840 in Ohio and is filed in Survey Record Volume 108, Plat No. 24, of the Warren County Engineer's Record of Land Surveys.

~~www.ohio.gov~~

Situated in the Village of South Lebanon, Warren County, Ohio, and being a part of Military Survey No. 1547, and bounded and described as follows: Beginning at an iron pin at the intersection of the easterly right-of-way line of Main Street with the northerly right-of-way line of a 20 foot wide street (Railroad Street) running thence with the northerly right-of-way line of Railroad Street, South 77° 08' 19" East 599.44 feet to an iron pin at the real point of beginning for the herein described tract; running thence, from said real point of beginning, with the northerly right-of-way line of Railroad Street and with said northerly line extended, South 77° 08' 19" East 652.65 feet to an iron pin in the westerly boundary line of a 6.27 acre tract recored in Deed Book 364 page 456, of the Deed Records of said County; thence, with the westerly boundary line of said 6.27 acre tract, and with said westerly boundary line extended South 7° 43' 00" West 81.26 feet to an iron pin; thence, parallel to and 20 feet North of (measured perpendicularly to) the centerline of said Railroad, on the following curves: (1) on a 5749.58 foot radius curve to the left, whose chord bears North 76° 52' 32" West 292.56 feet, an arc distance of 292.59 feet to an iron pin (2) North 78° 20' 00" West 365.65 feet to an iron pin; thence, by a new division line, North 11° 40' 00" East 87.22 feet to the point of beginning. Containing 1.226 acres, more or less. Subject to legal highways.

Sidwell No. 12-01-428-002.

Together with the rights and privileges in that certain Reciprocal Easement and Maintenance Agreement between Tournament Players Club at Rivers Bend, LLC and Rivers Bend Land Company, Ltd. recorded in Official Record Book _____, Page _____, of the Recorder's Office of Warren County, Ohio.

Together with the rights and privileges in that certain Access Construction and Utility Easement Agreement between Rivers Bend Land Company, Ltd. and Jane Ann Lewis in Official Record Book 1678, Page 926 of the Recorder's Office of Warren County, Ohio.

Together with the rights and privileges in that certain Construction and Golf Course Easement Agreement between Samuel G. and Minnie Ellen Leavengood and Rivers Bend Land Company, Ltd. in Official Record 1678, Page 915 of the Recorder's Office of Warren County, Ohio.

Together with the rights and privileges in that certain Construction Easement Agreement between Gayle Ann Froehlich, Bernard R. Froehlich and Rivers Bend Land Company, Ltd. in Official Record Book 1678, Page 904 of the Recorder's Office of Warren County, Ohio.

RECORDED - WARREN COUNTY RECORDER
 Doc# 153439 Type: MTG
 Filed 7/21/1999 15:35:40 \$ 94.00
 Off. Record: 1798 1 Page: 22
 Return Flag: N
 17974
 LARSEN TITLE CINCINNATI

~~CONFIDENTIAL~~

Situate in Virginia Military Survey No. 1547 in the Village of South Lebanon, Warren County, Ohio, and being a part of a 3.00 acre tract (with exception) conveyed to Phyllis Smith, Pauline Francis and Margaret Francis by O. R. 690 page 832 and being more particularly bounded and described as follows:

beginning for reference at the Northeast corner of the intersection of the right of way of Railroad Street and Main Street in the Village of South Lebanon; thence South 72° 20' 00" East with the North line of Railroad Street for a distance of 680.44 feet to a 1/2 inch iron pin (set) in the North right of way of Railroad Street and in the South line of the 3.00 acre tract and being the true point of beginning for the herein described tract; thence by new line of division across the 3.00 acre tract North 19° 15' 00" East, passing a 1/2 inch iron pin (set) at 275.77 feet, for a total distance of 330.64 feet to a point, being the low water mark of the Little Miami River; thence with the low water mark of the river the following 2 calls: (1) South 59° 48' 30" East for a distance of 250.00 feet to a point; (2) South 65° 23' 45" East for a distance of 299.03 feet to a point at the mouth of a stream entering the river and being the northerly extension of the West line of a .27 acre tract conveyed to Brenda J. Stanley by O. R. 272 page 560; thence with the West line of Stanley and following up the stream South 12° 31' 19" West, passing a 2 1/2 inch iron pipe (fd. leaing 0.27 feet West of the property line) on the East bank of the stream at a distance of 142.65 feet, for a total distance of 241.15 feet to a 1/2 inch iron pin (fd.) at the Northeast corner of a 1.226 acre tract conveyed to the Village of South Lebanon by O. R. 395 page 583 and being on the eastward extension of the North right of way line of Railroad Street, thence with the extension of the right of way line and the North line of the 1.266 acre tract North 72° 20' 00" West for a distance of 571.65 feet to the point of beginning. Containing 3.554 acres of which approximately 0.567 acres are within the banks of the Little Miami River leaving a net acreage of 2.987 acres, more or less.

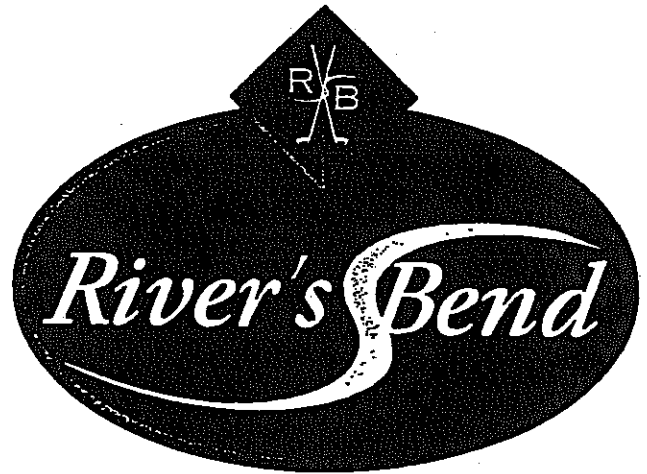
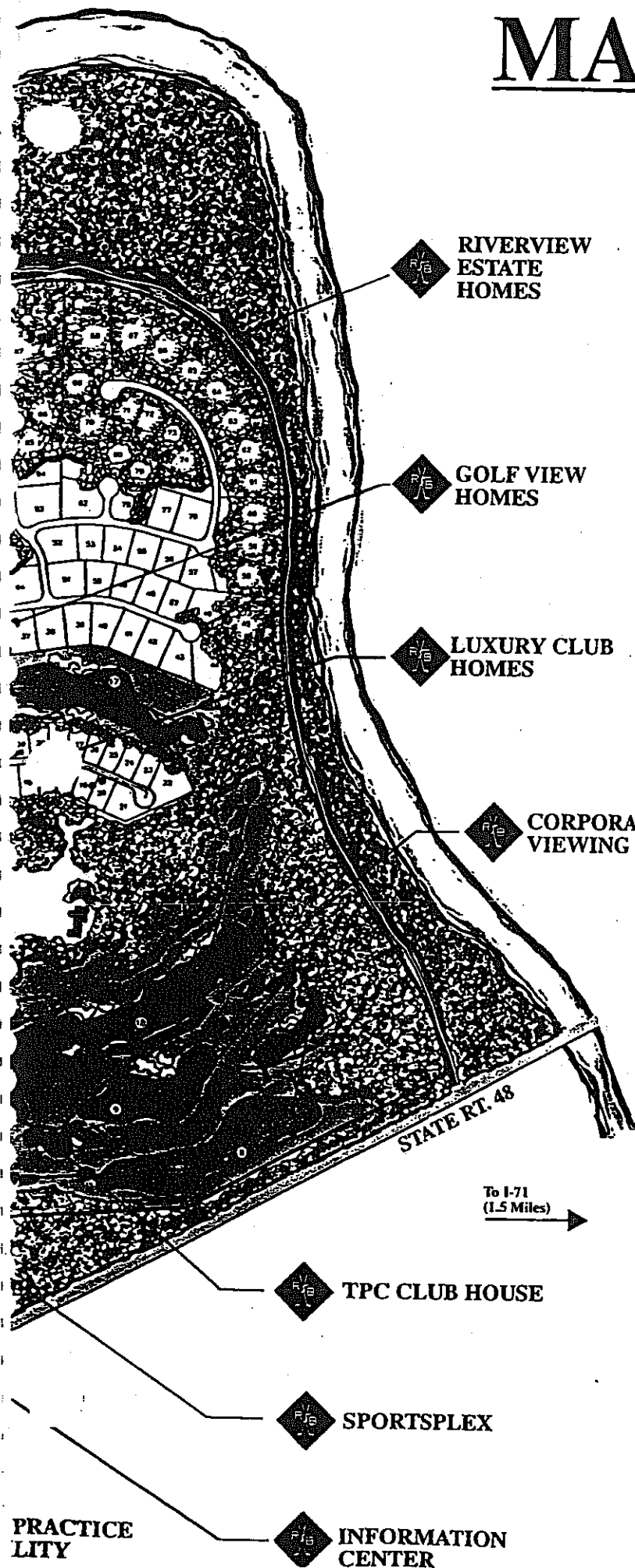
The above description is the result of a survey by Homer C. Hendrickson, Ohio Reg. Surveyor No. 6161, on August 8, 1995, and is filed in Vol. 94 Plat 39 of the Warren County Engineers Record of Land Surveys.

Sidwell No. 12-01-426-020 *SC*

EXHIBIT "B"

**(SURVEY PLAT DEPICTING ADDITIONAL PROPERTY THAT MAY BE ADDED
TO THE DECLARATION, IN ADDITION TO PROPERTY NOT DEPICTED ON
EXHIBIT "B", WHICH IS CONTIGUOUS TO ANY PART OF THE SUBDIVISION
OR WITHIN A ONE (1) MILE RADIUS OF THE SUBDIVISION)**

MASTER PLAN



Home of the

**Tournament
Players Club**



**RIVER'S BEND
LAND COMPANY**

CDS
engineers
architects
planners
surveyors

This conceptual plan for River's Bend is for marketing purposes only and not part of any legal contract.



LITTLE MIAMI RIVER -
SCENIC BIKE TRAIL

BIKE TRAIL CONNECTION

GRANDIN
RIDGE

SINGLE
FAMILY
HOMES

To Montgomery Road
(.75 Miles)

KINGS SCHOOL

MAINTENANCE
FACILITY

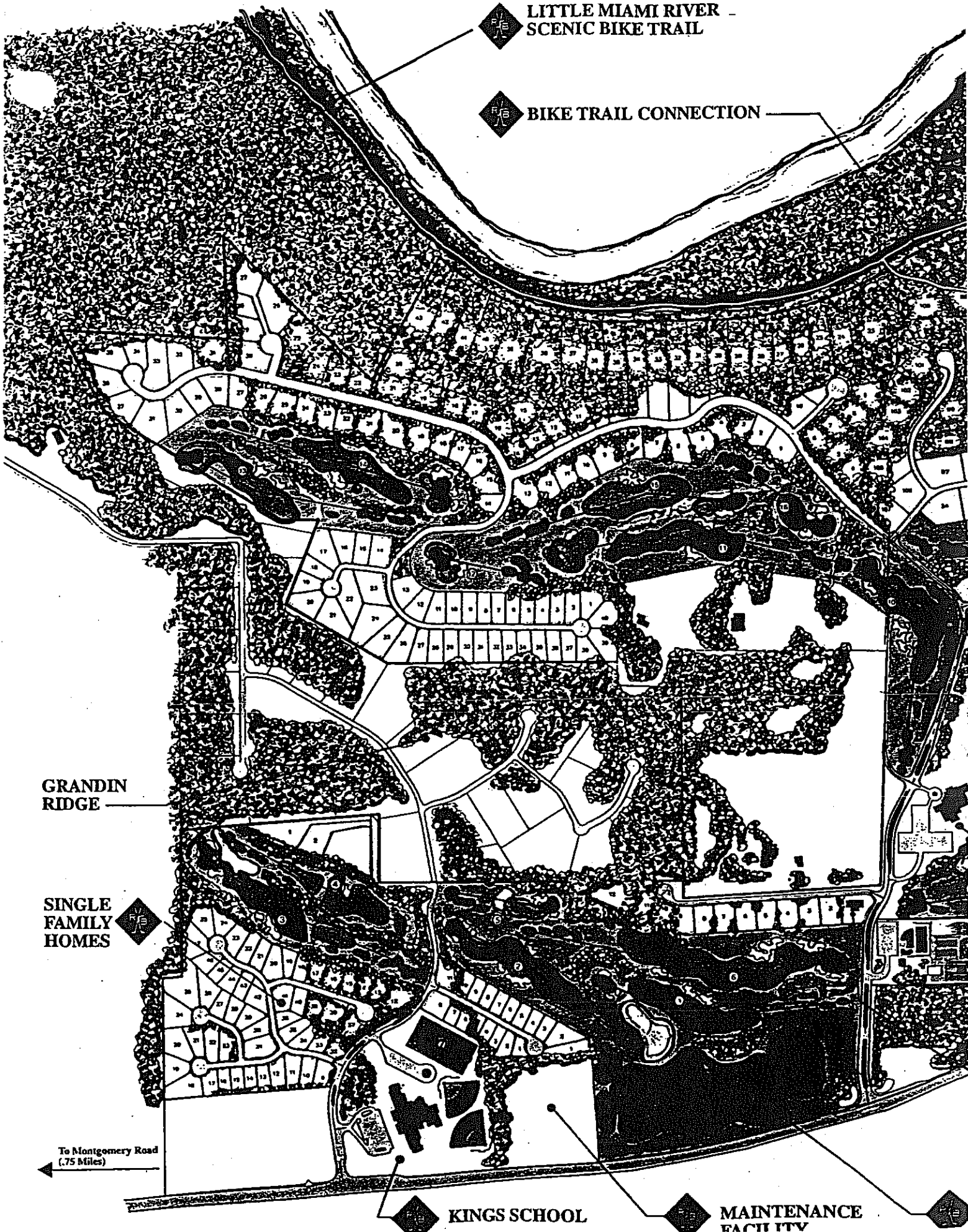


EXHIBIT "C"

**Articles of Incorporation of
River's Bend Golf Club Community Homeowners' Association**

	DATE	DOCUMENT NO	DESCRIPTION
1.	9/29/1999	199927200209	ARN DOMESTIC ARTICLES/NON-PROFIT

	FILING	EXPED	PENALTY	CERT	COPY
	25.00	-0.00	0.00	0.00	0.00
TOTAL	25.00	0.00	0.00	0.00	0.00

Return To:
KATZ,TELLER,BRANT & HILD
255 E FIFTH ST
2400 CHEMED CTR
CINCINNATI, OH 45202-4724

cut along the dotted line



The State of Ohio
❖ *Certificate* ❖

Secretary of State - J. Kenneth Blackwell

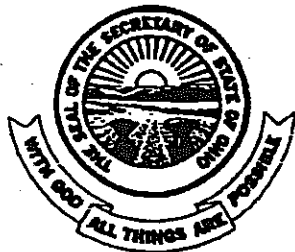
1102960

It is hereby certified that the Secretary of State of Ohio has custody of the business records for RIVER'S BEND GOLF CLUB COMMUNITY HOMEOWNERS' ASSOCIATION and that said business records show the filing and recording of:

Document(s)
DOMESTIC ARTICLES/NON-PROFIT

Document No(s):
199927200209

United States of America
State of Ohio
Office of the Secretary of State



Witness my hand and the seal of the Secretary
of State at Columbus, Ohio, This 28th day of
September, A.D. 1999

J. Kenneth Blackwell
J. Kenneth Blackwell
Secretary of State

ARTICLES OF INCORPORATION
OF
RIVER'S BEND GOLF CLUB COMMUNITY HOMEOWNERS' ASSOCIATION

The undersigned, desiring to form a nonprofit corporation under Chapter 1702 of the Ohio Revised Code, does hereby certify as follows:

ARTICLE I

NAME

The name of the corporation shall be **River's Bend Golf Club Community Homeowners' Association.**

ARTICLE II

PRINCIPAL OFFICE

The place in the State of Ohio where the principal office of the corporation is to be located is Hamilton Township, Warren County.

ARTICLE III

PURPOSES

The purpose for which said nonprofit corporation is formed, and various other provisions pertaining to this nonprofit corporation and its powers are set forth in the following sections of these Articles. This nonprofit corporation, hereinafter sometimes referred to as the "Association", does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to act as the Home Owners' Association with regard to the tracts of real estate specifically described in the Declaration of Covenants, Conditions, Restrictions, Easements and Liens applicable to said real estate, said Declaration being recorded or to be recorded in the property records of Warren County, Ohio. In addition, the specific purposes for which this Association is formed are to provide for the maintenance, preservation and control of the aforesaid real estate and certain buildings and improvements situated thereon under the terms of said Declaration, and to promote the health, safety and welfare of the residents and owners of the above described property and to act in the same manner with regard to any other property which may hereafter be brought within the jurisdiction of this Association as part of the same plan, and for these purposes:

- (a) to adopt, administer, interpret and enforce the Declaration of Covenants, Conditions, Restrictions, Easements and Liens for the River's Bend Subdivision as now or hereafter recorded in the Warren County Recorder's Office (the "Declaration"), and any amendment or supplement thereto in accordance with the terms of the Declaration.
- (b) to exercise all the power and privileges and to perform all of the duties and obligations of the Association as set forth in the aforesaid Declaration or as the same may be amended from time to time;
- (c) to fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office, administrative, and other expenses incident to the conduct of the business of the Association, including all license fees, taxes or governmental charges levied or imposed against the property of the Association;
- (d) to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association and subject to the terms of the Declaration;
- (e) to borrow money, and with the assent of three-fourths (3/4) of the voting power of the Association, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, but only to the extent permitted by the Declaration;
- (f) to dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority or utility for such purpose and to the extent and in such manner as may be authorized in the Declaration;
- (g) to own, acquire, build, operate and maintain Common Areas, special features, private utility lines, landscape easements, and any structures, fixtures, amenities for the development, and all personal property incidental thereto, in accordance with the Declaration;
- (h) to obtain, pay for and maintain insurance to the extent provided in the Declaration or Regulations;

- (i) to do any other thing necessary, expedient, incidental, appropriate or convenient to the carrying out of the foregoing purposes or which will promote the common benefit and enjoyment of the residents or owners of the Lots, insofar as not prohibited by law or the Declaration; and
- (j) to have and to exercise any and all powers, rights and privileges which a corporation organized under the Nonprofit Corporation Law of the State of Ohio by law may now or hereafter have or exercise, insofar as not prohibited by the Declaration.

ARTICLE IV

TRUSTEES

The Corporation shall be managed by the Board of Trustees. The number of Trustees shall not be less than three (3). The names and addresses of the persons who are to act in the capacity of initial Trustees until the selection of their successors are as follows:

<u>Name</u>	<u>Address</u>
Daniel W. Griffin	8180 Corporate Park Drive, Suite 204 Cincinnati, OH 45242
William E. Hines	8180 Corporate Park Drive, Suite 204 Cincinnati, OH 45242
Geoffrey Griffiths	8180 Corporate Park Drive, Suite 204 Cincinnati, OH 45242

ARTICLE V

MEMBERSHIP

Every Owner of a Lot as described in the Declaration and as created by that Declaration which is subject by covenants of record contained in the Declaration to assessment by the Association, including purchasers on land installment contract as such instruments are defined in Ohio Revised Code Chapter 5313, and including contract sellers on other forms of executory contracts for the sale of a Lot, but excluding those holding record title or a similar interest merely as security for the performance of an obligation, shall automatically on acquisition of such ownership interest in a Lot be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Such membership

shall terminate upon the sale or other disposition by such Lot Owner of his ownership interest, at which time the new Lot Owner shall automatically become a member of the Association.

ARTICLE VI

RESTRICTIONS ON ACTIVITIES

The corporation is not formed for the pecuniary gain or profit of, and no part of the net earnings of the corporation shall inure to the benefit of or be distributable to, its members, trustees, officers, or other private persons; provided, that the corporation may pay reasonable compensation for services rendered, make payments and distributions in furtherance of its purposes set forth in Article III hereof, and distribute its assets on dissolution in accordance with these articles.

ARTICLE VII

VOTING RIGHTS

The Association shall have two classes of voting membership as provided in the Declaration.

ARTICLE VIII

DISSOLUTION

Upon dissolution of the corporation, any assets remaining after payment or adequate provision for payment of all debts and obligations of the corporation shall be expended in furtherance of the purposes set forth herein. If no successor in interest to the corporation is formed to administer the property of the corporation, its assets shall be distributed equally to its members according to a plan adopted and administered by the Board of Trustees consistent with the provisions of Ohio Revised Code Section 1702.49 as then in force.

ARTICLE IX

DURATION

The corporation shall exist perpetually, unless dissolved earlier under the terms of these Articles.

ARTICLE X

AMENDMENTS

Amendments of these Articles shall require the assent of members holding at least seventy-five percent (75%) of the voting power of each voting membership class of the Association, except as may be provided to the contrary in the Declaration.

ARTICLE XI

DEALING WITH CORPORATION

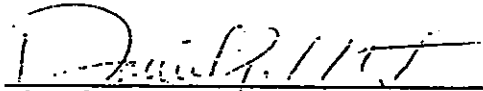
A director or officer of the corporation shall not be disqualified by his office from dealing or contracting with the corporation as a vendor, purchaser, employee, agent or otherwise; nor shall any transaction, contract or act of the corporation be void or voidable or in any way effected or invalidated by reason of the fact that any director or officer or any firm of which such director or officer is a member, or any corporation of which such director or officer is a shareholder, director or officer, is in any way interested in such transaction, contract or act; provided, however, that the fact that such director, officer, firm or corporation is so interested must be disclosed to or known by the Board of Trustees or such members thereof as shall be present at the meeting of said Board at which action is taken upon such matters. No director or officer shall be accountable or responsible to the corporation for or in respect to any such transaction, contract, or act or for any gains or profits realized by him or by any organization affiliated with him as a result of such transaction, contract or act. Any such director or officer may be counted in determining the existence of a quorum at any meeting of the Board of Trustees of the corporation which shall authorize or take action in respect of any such contract, transaction or act, and may vote to authorize, ratify or approve any such contract, transaction or act, with like force and effect as if he or any firm of which he is a member or a corporation of which he is a shareholder, officer or director, were not interested in such transaction, contract or act.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Ohio the undersigned Incorporator of this Association has executed these Articles of Incorporation on this 22nd day of September, 1999.


Daniel P. Utt, Incorporator

ORIGINAL APPOINTMENT OF AGENT

Corporate Statutory Services, Inc., 255 East Fifth Street, Suite 2400, Cincinnati, Hamilton County, Ohio 45202, a company which is organized under the laws of the State of Ohio and is authorized by its Articles of Incorporation to act as a statutory agent, is hereby appointed as the agent upon whom any process, notice, or demand required or permitted by statute to be served upon River's Bend Golf Club Community Homeowners' Association may be served.


Daniel P. Utt, Incorporator

RIVER'S BEND GOLF CLUB COMMUNITY
HOMEOWNERS' ASSOCIATION

The undersigned hereby accepts appointment as agent of your corporation upon whom process, notices or demands may be served.

CORPORATE STATUTORY
SERVICES, INC.

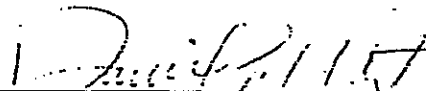
By: 
Daniel P. Utt, Vice President

EXHIBIT "D"

**Regulations of
River's Bend Golf Club Community Homeowners' Association**

REGULATIONS
OF
RIVER'S BEND GOLF CLUB COMMUNITY HOMEOWNERS' ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the corporation is **River's Bend Golf Club Community Homeowners' Association**, hereinafter referred to as "Association". The principal office of the corporation shall be located in Hamilton Township, Warren County, but meetings of members and trustees may be held at such places within or without the State of Ohio, as may be designated by the Board of Trustees.

ARTICLE II

DEFINITIONS

Section 2.1. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Restrictions, Easements and Liens, applicable to the Properties recorded in the office of the Warren County Recorder, as the same may be amended, from time to time.

Section 2.2. As used in these Regulations, the terms "Articles", "Association", "Board", "Common Areas", "Declarant", "Lot", "Member", "Owner", and "Property", shall have the same meaning as each is defined to have in the Declaration.

ARTICLE III

PURPOSE

The specific purposes for which the Association is formed are (i) to provide for the maintenance, preservation, and control of the Common Area in the planned community of River's Bend Subdivision (the "Subdivision"); and (ii) to promote the health, safety, and welfare of the Owners and users of the Subdivision.

ARTICLE IV

ASSENT

All present or future Owners, their families, present or future tenants, and their guests and invitees, and any other person using the facilities of the Subdivision in any manner are subject to the Association Documents, including these Regulations and any rules adopted by the Board of Trustees. The acquisition or rental of any of the Lots in the Subdivision or the occupancy of any of the Lots will constitute ratification and acceptance of these Regulations and an agreement to comply with those rules.

ARTICLE V

MEMBERSHIP

Section 5.1. Membership. Ownership of a Lot is required in order to qualify for membership in the Association.

Section 5.2. Responsibilities of Members. Any person, including Declarant, on becoming an Owner, will automatically become a Member and be subject to these Regulations. Such membership will terminate without any formal Association action whenever such person ceases to own a Lot, but such termination will not relieve or release any such former Owner from any liability or obligation incurred under the Declaration or in any way connected with the Association during the period of such ownership, or impair any rights or remedies which the Board of Trustees or others may have against such former Owner arising out of ownership of the Lot and membership in the Association and the covenants and obligations incident thereto.

Section 5.3. Membership Certificates. No certificates of stock will be issued by the Association, but the Board of Trustees may, if it so elects, issue membership cards to Owners. Such membership card will be surrendered to the Secretary of the Association whenever ownership of the Lot designated on the card will terminate.

Section 5.4. Classes of Membership. Initially, the Association will have two classes of voting membership, composed of all Owners, including Declarant. The Board may establish additional classes of membership from time to time.

Section 5.5. Voting Privileges. All Members will be entitled to vote on Association matters on the basis of one vote for each Lot owned.

When more than one person holds an interest in any Lot, all such persons will be Members. The vote for such Lot will be exercised by one person or alternative persons as the Owners among themselves determine. If more than one of the multiple

Owners are present at a meeting in person or by proxy, the vote allocated to their Lot may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any one of the multiple Owners casts the vote allocated to his Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot.

Any Owner of a Lot that is leased may assign his voting right to the tenant, provided that the tenant is appointed to vote on behalf of the Owners by proxy and the proxy is furnished to the Secretary of the Association prior to any meeting in which the tenant exercises the voting right.

Section 5.6. Proof of Membership. Any person or entity, on becoming an Owner, will furnish to the Manager or to the Secretary of the Association a photocopy or a certified copy of the recorded instrument vesting that person or entity with an ownership interest, which instrument will remain in the files of the Association. An Owner will not be deemed a Member of the Association in good standing and will not be entitled to vote at any annual or special meeting of the Members unless this requirement is first met.

ARTICLE VI

MEETING OF MEMBERS

Section 6.1. Annual Meeting. An annual meeting of members shall be held for the election of Trustees, the consideration of reports to be laid before such meeting, and such other business as may come before the meeting. The first Annual Meeting of members shall be held on the second Thursday of February, 2000, and each subsequent regular Annual Meeting of the Members shall be held on the second Thursday of February of each year thereafter, at the hour of 7:30 o'clock p.m. , or at such other date and time designated by the President. In the event that an annual meeting is omitted by oversight or otherwise, the Trustees shall cause a meeting in lieu thereof to be held as soon as practicable and any business transacted or elections held at such meeting shall be as valid as if transacted or held at the annual meeting. Such meeting shall be called and notice thereof given in the same manner as the annual meeting.

Section 6.2. Special Meetings. Special meetings of the Members may be called at any time by the President, or in the case of the President's absence, death or disability, the Vice President authorized to exercise the authority of the President, a majority of the Board of Trustees acting with or without a meeting or upon written request of the Members holdings one-third (1/3) of the voting power of the Association and entitled to vote at the meeting.

Section 6.3. Waiver of Notice. Any member may waive in writing notice of the time, place, and purposes of any meeting of members, either before or after the holding of such meeting. Such writing shall be filed with or entered upon the records of the meeting. The attendance of any member at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting.

Section 6.4. Notice of Meetings. Except as otherwise provided in the Declaration, written notice of each meeting of the Members shall be given by, or at the direction of the Secretary or person authorized to call the meeting, by mailing or delivering a copy of such notice, not less than 10 nor more than 60 days before the date of the meeting, to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in case of a special meeting, the purpose of the meeting.

Section 6.5. Quorum. The presence at the meeting of Members and/or proxies entitled to cast, thirty percent (30%) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Regulations. If however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 6.6. Adjourned Meetings. If, at any regular or special meeting of the Members of the Association, there be less than a quorum present, a majority of those Members present and entitled to vote may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called, at which time the quorum requirement shall be fifteen percent (15%) of the votes of the membership of the Association, and any business which might lawfully have been transacted at the meeting as originally called may be transacted without further notice.

Section 6.7. Actions Binding on Members. A majority of votes intended to be cast by Members constituting a quorum in person or by proxy will be sufficient to make decisions binding on all Owners, unless a different number or method of voting is expressly required by statute or by the Declaration, the Articles, or these Regulations.

Section 6.8. Majority of Owners. As used in these Regulations, the term "majority" will mean those votes, Owners, or other groups as the context may indicate totaling more than 50% of the total number.

Section 6.9. Proxies. At all meetings of the Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 6.10. Designation of Voting Representative by Non-Individual Owners - Requirement for Proxy. If title to a Lot is held in whole or in part by a firm, corporation, partnership, association, other legal entity, the voting privilege appurtenant to that ownership may be exercised only by a proxy executed on behalf of such party or parties, filed with the Secretary of the Association, and appointing and authorizing one person or alternate persons to attend all annual and special meetings of the Members and to cast the vote allocated to that Lot at the meeting.

Section 6.11. Designation of Voting Representative by Multiple Owners Use of Proxy. If title to a Lot is held by more than one Owner, each Owner may vote or register protest to the casting of votes by the other Owners of the Lot through a duly executed proxy. An Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over a meeting of the Association.

Section 6.12. Voting. The vote of the majority of those present, either in person or by proxy, shall decide any questions brought before the meeting, unless the question is one upon which a different vote is required by provision of the laws of Ohio, the Declaration, the Articles of Incorporation of the Association or these Regulations.

Section 6.13. Suspension of Voting Privileges. No Member shall be eligible to vote or to be elected to the Board of Trustees who is shown on the books of the Association to be more than thirty (30) days delinquent in the payment of any assessment due the Association.

Section 6.14. Action Without a Meeting. Any action which may be authorized or taken at a meeting of the members may be authorized or taken without a meeting with the affirmative vote or approval of, and in a writing or writings signed by, all the members who would be entitled to notice of a meeting for such purpose, or such other proportion or number of voting members, not less than a majority, as the articles of incorporation or these Regulations permit. Any such writing shall be filed with or entered upon the records of the Association.

ARTICLE VII

BOARD OF TRUSTEES; SELECTION TERM OF OFFICE

Section 7.1. Number. The affairs of this Association shall be managed by a Board of five (5) Trustees who, except for Trustees appointed or elected by Declarant, shall be Members of the Association.

Section 7.2. Term of Office; Resignations. Each Trustee shall hold office for a term of two (2) years and until his successor is elected, until his earlier resignation, or removal from office or death, except that the term of the three (3) initial Trustees appointed by the Declarant, shall expire on the date of the second Annual Meeting. The successors of the original Trustees whose terms expire at the second Annual Meeting shall serve thereafter for a term of two (2) years. As long as Declarant shall remain a Class "B" Member of the Association, Declarant reserves the right to appoint the successor to any Trustee appointed by Declarant, except that one Trustee shall be elected for a full term by the Members at each of the first and the second Annual Meetings. Any Trustee may resign at any time by oral statement to that effect made at a meeting of the Board of Trustees or in writing to that effect delivered to the Secretary of the Association; such resignation shall take effect immediately or at such other time as the Trustee may specify.

Section 7.3. Removal. Any Trustee may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Trustee, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor. However, any Trustee elected or appointed by the Declarant may only be removed by the Declarant and his successor may only be appointed by Declarant, to serve for the unexpired term.

Section 7.4. Compensation. Members of the Board of Trustees shall serve without compensation. However, any Trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 7.5. Vacancies. In case of a vacancy in the Board of Trustees the remaining Trustees by a unanimous vote may elect a successor who shall hold office for the unexpired term. If the number of Trustees should at any time be less than the number necessary to constitute a quorum, or the remaining Trustees fail to agree promptly on a successor, then a special meeting of the members shall be called and held for the purpose of electing Trustees.

ARTICLE VIII

NOMINATION AND ELECTION OF TRUSTEES

Section 8.1. Nomination. Nomination for election to the Board of Trustees shall be made by a Nominating Committee. Nominations may also be made from the floor at the Annual Meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Trustees, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Trustees sixty (60) days prior to each Annual Meeting of the Members, to serve from the time of appointment until the close of the next Annual Meeting, and such appointment shall be announced at the next regular Board meeting. The Nominating Committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 8.2. Election. Election to the Board of Trustees shall be by secret written ballot at the first Annual Meeting and each and every Annual Meeting thereafter. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and Section 6.12 of Article VI of these Regulations. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE IX

MEETINGS OF TRUSTEES

Section 9.1. Regular Meetings. The Board of Trustees shall meet annually within thirty (30) days after the Annual Meeting of Members and, in addition to the Annual Meeting, may meet at regular meetings established as to time and place by resolution of the Board. Should any regular meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 9.2. Special Meetings. Special meetings of the Board of Trustees shall be held when called by the President of the Association, or by any two (2) Trustees, after not less than three (3) days' notice to each Trustee.

Section 9.3. Quorum. A majority of the number of Trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Trustees present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. A Trustee shall be considered present at a duly held meeting if he is represented by Proxy.

Section 9.4. Notice of Meeting(s). The secretary shall give written notice either by personal delivery or by mail of the time and place of each meeting of Trustees, other than the annual meeting, to each trustee at least two days before the meeting. Trustees' meetings may be held at any place designated in the notice, within or without the State of Ohio. If mailed, such notice shall be deemed to have been given when deposited in the mail. The notice need not specify the purposes of the meeting, and the Trustees may consider any matter at any meeting. Notice of adjournment of a meeting need not be given if the time and place to which it is adjourned are fixed and announced at such meeting.

Section 9.5. Waiver of Notice. Attendance of a Trustee at any meeting will constitute a waiver of notice of such meeting, except when a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Before, at, or after any meeting of the Board of Trustees, any member of the Board may waive in writing notice of such meeting, and such waiver will be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Trustees need be specified in the waiver of notice of such meeting.

Section 9.6. Committees. The Trustees may create from time to time such committees, standing or special, and give them such powers and authority as they shall deem appropriate. The Trustees may create an executive committee of not less than three Trustees and delegate to such committee any or all of its powers, except the power to fill vacancies among the Trustees or any committee of the Trustees. Each committee shall serve at the pleasure of the Trustees, shall act only in the intervals between meetings of the Trustees, and shall be subject to the control and direction of the Trustees.

Section 9.7. Action Taken Without a Meeting. Any action which may be authorized or taken at a meeting of the Trustees may be authorized or taken without a meeting with the affirmative vote or approval of, and in a writing or writings signed by, all of the Trustees who would be entitled to notice of a meeting for such purpose. Any such writing shall be filed with or entered upon the records of the corporation.

ARTICLE X

POWERS AND DUTIES OF THE BOARD OF TRUSTEES

Section 10.1. Powers. The Board of Trustees shall have power to:

- I. adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of the Members and their

guests thereon, and to establish penalties for the infraction thereof;

- II. suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days, for infraction of published rules and regulations;
- III. exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Regulations, the Articles of Incorporation, or the Declaration;
- IV. declare the office of a member of the Board of Trustees, except a member appointed by the Declarant, to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Trustees; and
- V. employ such independent contractors, and other employees as they deem necessary, and to prescribe their duties.

Section 10.2. Duties. It shall be the duty of the Board of Trustees to:

- I. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of Members, or at any special meeting when such statement is requested in writing by one-fifth (1/5) of each class of Members who are entitled to vote, supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- II. as more fully provided in the Declaration to:
 - A. fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - B. send written notice of each assessment to every Owner subject thereto at least fifteen (15) days in advance of each annual assessment period;
 - C. to levy and collect Special Assessments whenever, in the opinion of the Board, it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies. All Special Assessments

will be in statement form and will set forth in detail the various expenses for which the Special Assessments are being made; and

- D. foreclose the lien against any Lot for which assessments are not paid within sixty (60) days after due date or bring an action of law against the Owner personally obligated to pay the same, if the Board deems foreclosure or other action necessary.
- III. issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge, not to exceed twenty dollars (\$20.00), may be made by the Board for the issuance of a certificate. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- IV. procure and maintain adequate liability and hazard insurance on property owned by the Association;
- V. cause all officers having fiscal responsibilities to be bonded, as may be required by the Declaration;
- VI. keep in good order, condition, and repair all the Common Areas, special features, landscape easements and all items of personal property, if any, used in the enjoyment of the Common Area. No approval of the Members is required for expenditures for these purposes, except as otherwise required by the Declaration or these Regulations;
- VII. oversee the operation of the Architectural Control Committee and enforce the decisions made by the Architectural Control Committee;
- VIII. borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the Declaration and these Regulations and to authorize the appropriate officers to execute all such instruments evidencing such indebtedness as the Board of Trustees may deem necessary; provided, however, that the Board will not borrow more than [\$50,000] or cause the Association to be indebted for more than [\$50,000] at any one time without the prior approval of a majority of votes of Members present and voting in person or by proxy on the issue;
- IX. enter into contracts within the scope of their duties and powers;
- X. establish a bank account for the operating account of the Association and for all separate funds as required or deemed advisable by the Board of

Trustees;

- XI. cause any and all access roads, parking areas, and roadways in and to the Subdivision and across the Property to be maintained to the extent those facilities are within the jurisdiction or control of the Association, subject to the provisions of the Declaration; and
- XII. cause the maintenance of the lawn, trees, shrubs, and other vegetation, and the sprinkler or other irrigation systems located on the Common Areas for the benefit of the Members.

ARTICLE XI

OFFICERS AND THEIR DUTIES

Section 11.1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Trustees, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 11.2. Election of Officers. The election of officers shall take place at each annual meeting of the Board of Trustees.

Section 11.3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one year and until his successor is elected and qualified, unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 11.4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 11.5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 11.6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of

the term of the officer he replaces.

Section 11.7. Multiple Offices. The office of Secretary and Treasurer may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity if such instrument is required by law, the articles, or these Regulations to be executed, acknowledged, or verified by two or more officers. No person shall simultaneously hold more the one of any of the other offices except in the case of special offices created pursuant to Section 11.4 of this Article.

Section 11.8. Absence of Officers. In the absence of any officer of the Association or for any other reason the Trustees may deem sufficient, the Trustees may delegate any or all of the powers or duties of such officer to any other officer or to any trustee.

Section 11.9. Compensation. Each officer shall receive such compensation for the performance of his duties as may be fixed from time to time by the Trustees. He may also be reimbursed for his reasonable expenses incurred in the performance of his duties.

Section 11.10. Duties. The duties of the officers are as follows:

- I. **President** - The President shall be the chief executive officer of the Association and shall exercise supervision over the affairs of the Association and over its several officers subject to the control of the Trustees. In the absence of or if a chairman of the board shall not have been elected, the President shall preside at all meetings of members and all meetings of Trustees if he is a Trustee. The president shall have such other powers and duties as the Trustees may from time to time assign to him.
- II. **Vice-President** - The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by him by the Board.
- III. **Secretary** - The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

- IV. Treasurer - The Treasurer shall receive and deposit in appropriate bank or savings and loan accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees, keep proper books of accounts, cause an annual reviews of the Association books to be made by a public accountant at the completion of each fiscal year, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular Annual Meeting and deliver a copy of each to the Members.
- V. Assistant Officers - Assistant and subordinate officers shall perform such duties as the Trustees or the president may prescribe.

ARTICLE XII

COMMITTEES

The Board of Trustees shall appoint a Nominating Committee, as provided in these Regulations. In addition, the Board of Trustees shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE XIII

ACCOUNTS AND REPORTS

Section 13.1. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

- I. A segregation of accounting duties should be maintained, and disbursements by check in any amount greater than **[\$5,000]** will require two signatures. Cash disbursements will be limited to amounts of **\$200** or less.
- II. Cash accounts of the Association will not be commingled with any other accounts.
- III. No remuneration will be accepted by the Board of Trustees or the Manager from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise (except that such persons may be employees of Declarant during the period of Declarant's control). Anything of value received will be for the benefit of the Association.

- IV. Any financial or other interest that the Manager or a member of the Board of Trustees may have in any firm (other than Declarant) providing goods or services to the Association will be disclosed promptly to the Board of Trustees.
- V. Commencing at the end of the calendar quarter in which the first Lot is sold by Declarant and closed, and continuing on a quarterly basis, financial reports will be prepared for the Board of Trustees containing the following:
 - A. an income statement reflecting all income and expense activity for the preceding three months;
 - B. a balance sheet as of the last day of the quarter; and
 - C. a delinquency report listing all Owners who have been delinquent during the preceding three-month period in paying the periodic installments of Assessments and who remain delinquent at the time of the report, and describing the status of any action to collect such installments which remain delinquent.
- VI. A balance sheet as of the last day of the Association's fiscal year and an operating statement for the fiscal year will be distributed to the Members. At the written request of an Owner or First Mortgagee, such statements will be audited at the requesting party's expense. Any such audited statements will be delivered to any Owner requesting the report and to the Association upon payment of a reasonable fee for copying.
- VII. An account status report reflecting the status of all accounts in an "actual" versus "approved" budget format with a budget report reflecting any actual or pending obligations that are in excess of budgeted amounts by an amount exceeding the operating reserves or 10% of a major budget category (as distinct from a specific line item in an expanded chart of accounts) will be prepared for the Board periodically upon the Board's request and will be made available to all Members.

ARTICLE XIV

INDEMNIFICATION

Section 14.1. Indemnification.

- I. To the fullest extent permitted by law, the Association may indemnify or

agree to indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed civil, criminal, administrative, or investigative action, suit, or proceeding, whether or not it is by or in the right of the Association, by reason of the fact that he is or was a trustee, officer, employee, agent, or volunteer of the Association, or is or was serving at the request of the Association as a trustee, director, officer, employee, agent, or volunteer of another domestic or foreign nonprofit corporation or corporation for profit, or a partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding.

- II. To the extent that a trustee, director, officer, employee, agent, or volunteer has been successful on the merits or otherwise in the defense of any action, suit, or proceeding referred to in Section 14.1 or in the defense of any claim, issue, or matter in such an action, suit, or proceeding, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection with that action, suit, or proceeding.

Section 14.2. Determination of Indemnification. Any indemnification permitted under Section 14.1 shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the trustee, director, officer, employee, agent, or volunteer is proper in the circumstances because he has met the standard of conduct set forth in applicable law. Such determination shall be made in any of the following manner:

- (a) by a majority vote of a quorum consisting of Trustees of the Association who were not and are not parties to or threatened with the action, suit, or proceeding referred to in Section 14.1;
- (b) whether or not a quorum as described in Section 14.2(a) is obtainable, and if a majority of a quorum of disinterested Trustees so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with an attorney, who has been retained by or who has performed services for the Association or any person to be indemnified within the past five years;
- (c) by the members; or
- (d) by the court of common pleas or the court in which the action, suit, or proceeding referred to in Section 14.1 was brought. If an action or suit by

or in the right of the Association is involved, any determination made by the disinterested Trustees under Section 14.2(a) or by independent legal counsel under Section 14.2(b) shall be communicated promptly to the person who threatened or brought the action or suit by or in the right of the Association, and, within ten days after receipt of such notification, such person shall have the right to petition the court of common pleas or the court in which such action or suit was brought to review the reasonableness of such determination.

Section 14.3. Advancement of Expenses.

- I. Expenses, including attorney's fees, incurred by a trustee, director, officer, employee, agent, or volunteer of the Association in defending any action, suit, or proceeding referred to in Section 14.1 may be paid by the Association as they are incurred, in advance of the final disposition of the action, suit, or proceeding, as authorized by the Trustees in the specific case, upon receipt of an undertaking by or on behalf of the trustee, director, officer, employee, agent, or volunteer to repay the amount if it ultimately is determined that he is not entitled to be indemnified by the Association under this Article XIV.
- II. Unless the only liability asserted against a trustee in an action, suit, or proceeding referred to in Section 14.1 is pursuant to Section 1702.55 of the Ohio Revised Code, the expenses (including attorney's fees) incurred by a trustee or volunteer in defending such action, suit, or proceeding shall be paid by the Association. Upon the request of the trustee or volunteer, together with an undertaking by or on behalf of the trustee or volunteer to repay the amount if it ultimately is determined that he is not entitled to be indemnified by the Association under this Article XIV, those expenses shall be paid as they are incurred, in advance of the final disposition of the action, suit, or proceeding. Notwithstanding the foregoing, the expenses (including attorney's fees) incurred by a trustee or volunteer in defending an action, suit, or proceeding referred to in Section 14.1 shall not be paid by the Association upon the final disposition of the action, suit, or proceeding, or, if paid in advance of the final disposition of the action, suit, or proceeding, shall be repaid to the Association by the trustee or volunteer, if it is proved, by clear and convincing evidence, in a court with jurisdiction, that the act or omission of the trustee or volunteer was one undertaken with a deliberate intent to cause injury to the Association or if it was one undertaken with reckless disregard for the best interests of the Association.

Section 14.4. Insurance. The Association may purchase and maintain

insurance, or furnish similar protection, including, but not limited to, trust funds, letters of credit, or self-insurance, for or on behalf of any person who is or was a trustee, officer, employee, agent, or volunteer of the Association, or is or was serving at the request of the Association as a trustee, director, officer, employee, agent, or volunteer of another domestic or foreign nonprofit corporation or corporation for profit, or a partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against that liability under this Article XIV. Insurance may be so purchased from or so maintained with a person in which the Association has a financial interest.

Section 14.5. Miscellaneous. The indemnification authorized by this Article XIV shall not be exclusive of, and shall be in addition to, any other rights granted to those seeking indemnification, pursuant to the articles of incorporation, any agreement, a vote of members or disinterested Trustees, or otherwise, both as to action by a trustee, officer, employee, agent, or volunteer in his official capacity and as to action in another capacity while holding his office or position; shall continue as to a person who has ceased to be a trustee, director, officer, employee, agent, or volunteer; and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE XV

AMENDMENTS

These Regulations may be amended at a regular or special meeting of the members, by affirmative vote of a majority of the total number of votes held by each class of Members of the Association. All amendments shall be placed in the Association's minute book immediately following these Regulations.

ARTICLE XVI

MISCELLANEOUS

Section 16.1. Books and Records. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member, and any holder, insurer or guarantor of a first mortgage on a Lot. The Declaration, the Articles of Incorporation and the Regulations of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 16.2. Fiscal Year. The fiscal year shall begin on the first day of January every year, except that the first fiscal year of the Association shall begin on the date of incorporation. The commencement date of the fiscal year herein established

may be changed by the Board of Trustees should corporate practice subsequently dictate.

Section 16.3. Execution of Association Documents. All notes, contracts, other documents, checks, and other drafts shall be executed on behalf of the Association by such officers, agents or other persons as are from time to time designated by the Board of Trustees.

Section 16.4. Conflict of Documents. In the case of any conflict between the Articles of Incorporation and the Regulations, the Articles shall control, and in the case of conflict between the Declaration and these Regulations, the Declaration shall control.

Section 16.5. Corporate Seal. The Association shall have no seal unless the Trustees adopt a seal. If adopted, the seal shall be circular, about two (2) inches in diameter, and shall have the name of the Association engraved around the perimeter and the word "Seal" engraved across the diameter.

KTBH: 418135.1

EXHIBIT "E"

(ARCHITECTURAL DESIGN GUIDELINES)

RIVER'S BEND

HOME OF THE TOURNAMENT PLAYERS CLUB

**DESIGN GUIDELINES
FOR
RIVER'S BEND
HAMILTON TOWNSHIP, OHIO**

**These guidelines have been established in order to insure that the
design and construction process work in harmony with the
existing natural features of the site and assure a commitment to quality
in the development of River's Bend**

**Rivers Bend Land Company, Ltd.
8180 Corporate Park Drive Suite 204
Cincinnati, OH 45242**

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THE RIVER'S BEND CONCEPT

River's Bend is a meticulously master planned community for single-family residences located on approximately 476 acres in Hamilton Township. The natural beauty, wooded settings, picturesque water feature, and vistas provide a rare opportunity to enjoy an unsurpassed living experience. In the midst of this magnificent master plan, the Palmer Course Design Company and the PGA have created a world class Tournament Players Club. For more than golf, River's Bend has recognized the importance of offering outstanding recreational and social amenities in creating a community of the highest quality.

River's Bend is dedicated to preserving the natural beauty of the land through good design practices, good management and controlled growth. This will ensure the long-term protection of each homeowner's investment, as well as maintaining the quality of the environment throughout the development.

INTRODUCTION TO THE DESIGN GUIDELINES

The River's Bend Design Guidelines have been prepared to help homebuyers, homebuilders, architects, and residents of the River's Bend community not only understand, but also become active participants in this process to assure the long-term quality of the community. It is not the intent of these guidelines to review plans for structural integrity, life safety issues, code compliance or any technical applications, or to modify or restate the deed restrictions. The intent of this document is to provide a foundation for design, which will create a consistent character, quality, and value throughout the community.

CONFLICTS AND DISCLAIMERS

In the event of any conflict between the terms of the Design Review Guidelines, the Lot Purchase Agreement, and either the Declaration of Covenants, Conditions, Restrictions, Easements and Liens for River's Bend Golf Community, then the Developer will resolve the conflict, in its discretion, with primary reliance on the Covenants and Restrictions.

3. Landscape Plans (also see Site Plan)

Scale: 1" = 20'

Topography

Drainage

Easements

Right of Ways

Existing Trees (8" diameter @ 3' above grade)

Plant Material

Surface Material

Exterior Lighting Details

Transformer Location

Electric and Gas Meter Location

4. House Plans

A. Exterior Elevations (4 sides)

- Roofing, Facades, Fascia, Trim, Windows, Doors, Garage Doors

Note: Materials, Types, Specifications and Finish of each are to be noted on plan.

B. Floor Plans

5. Color Chips (Exterior)

6. Patios/Decks: materials, finish

7. Fences/Walls: structure, materials, finish

8. Screen enclosures: structure, materials, finish

9. Mechanical equipment: location and screening details

10. Exterior lighting details: lamp post and flood light

11. Driveway: materials, finish

Material samples, product photos, and color chips are to be submitted upon request.

The ARB will review all design documents, sample materials, color chips and return one set of plans to the Participating Builder within 15 days with the appropriate comments.

Step Two: Submission of Plans to Appropriate Building Department

Participating Builder submits approved plans to the Building Inspector and any other such agencies having jurisdiction for required permits.

Step Three: Final Architectural Compliance Review (As Built)

A review of home and proposed landscaping will be reviewed upon completion for compliance. Pending full compliance with proposed design, specifications, and materials, and subject to the terms of the Lot Purchase Agreement, performance deposits will be refunded less review fees

Design Document Changes

The Participating Builder must notify the ARB prior to making any significant or material changes to the approved plans. A letter with applicable support data (as required) must be submitted to the ARB for the file. Any major deviations (as determined solely by the ARB) may require full Committee approval prior to commencement of changes. No exterior alteration or addition, including painting or staining involving a color change, shall occur to an existing building, lot or site without the expressed approval of the ARB. The ARB reserves the right to inspect construction in progress for conformance with approved design documents and Applicants agree to cooperate fully with members of the ARB at all times.

Additions and Remodeling

Every house addition or remodeling in River's Bend must be reviewed by the ARB before construction can begin. The participating builder must go through the same 3-step process as it relates to each individual remodeling or addition. Decks, patios, and landscape walls are examples of additions.

Fees

ARB Approval

A. Architectural Review	
Landscaping Review	\$400.00
B. Changes to Approved Plans	\$100.00
C. Additions and Remodel Review	\$100.00

DESIGN REQUIREMENTS

YOUR HOMESITE

Maintenance of Conservation Easement Area

No disturbance will be allowed in the Conservation Easement Area. The site, vegetation, wildlife, etc. are to be left to undergo natural processes of decline and growth. Any maintenance is subject to the regulations and approval of the Registered Landscape Architect and The Ohio Department of Natural Resources.

Landscaping and Irrigation

The natural landscape shall be preserved and maintained to the maximum extent possible. In addition, a specific, detailed landscaping plan for each sight shall be submitted to the Design Review Board, as a part of injunction with submission of sight development and building plans. Landscaping improvements shall be completed prior to building occupancy: in lieu of completion prior to occupancy, and individual may place in escrow at the time of closing on land purchase, or some other appropriate time prior to occupancy, an amount of money sufficient to effect completion of all landscaping improvements, which money shall be forfeited to the developer for effecting landscaping improvements, if they are not completed by the individual within the next planting season following building occupancy.

1. All easements and right-of-ways shall be landscaped in conformance with easement limitations and must be included in your landscape design.
2. Irrigation from wells shall not be permitted.
3. All homes must be fully landscaped and maintained – front, sides and rear.
4. Existing tree line and proposed tree preservation areas with a diameter of 8 inches or more (measured 3 feet above grade outside the building pad) must be noted on the site plan and landscape plan. Specimens scheduled for removal must be included on plans and tagged with the final stakeout. In no case shall trees with a diameter of 8 inches or more (measured 3 feet above grade outside the building pad) be removed without approval.
5. All Applicants and Participating Builders shall make a diligent effort to protect all remaining trees during construction, to provide staked-off areas to protect root systems from heavy vehicles and equipment, to install tree wells, and to take other precautions in cases where fill is required around trees.
6. The following represents a guideline for landscaping and irrigation requirements:

As provided for in the Lot Purchase Agreement, trees to be planted between the curb and sidewalk may be required per the street tree planting plan. The number

of trees and species per lineal footage of street frontage are noted on the landscape plan for each home section.

Landscape and irrigation: 8% of cost of lot.

Utilities/Service Areas/Accessory Structures

1. Accessory structures, tool sheds, doghouses, or dog runs, shall not be permitted.
2. All playground equipment shall be placed to the rear of the residence
3. Outside antennas and satellite dishes shall not be permitted unless 18" or less and not in view.
4. A flagpole for display of the American Flag or other banners shall be permitted providing they are attached to a building, subject to approval of the size, placement, color, finish, and design.
5. No clotheslines shall be allowed.
6. All garbage containers, AC compressors, water softeners, pool pump equipment, etc., shall be located in rear yards or side yards behind the setback line and shall be screened or walled from front streets and adjoining properties.
7. Applicant shall be responsible for all utility services from the point of utility company connections underground to the Applicant's home. All utilities shall be underground except temporary electrical service for homes under construction. Meters, transformers, and other utility service equipment/gear shall be shielded by screening, walls, or landscaping.
8. Tennis courts and other sports courts and related equipment are not permitted except as otherwise approved in writing by developer.
9. Refer to the Declaration of Covenants & Restrictions for any additional requirements.

Note: Utilities must conform with Hamilton Township Zoning Department.

Grading and Drainage

1. No bulldozing or clearing of trees shall be commenced until plans and specifications showing the nature, kind, shape, and location of work have been submitted and approved. Fill shall not be deposited at any location prior to approval. Cut or fill shall be replanted with plant materials, which shall blend with native vegetation.

2. All buildings will be completed at a finished floor elevation compatible with its surroundings.
3. Applicant shall be responsible for grading and surface drainage so that surface run-off will not adversely affect adjoining properties. Applicant shall provide construction devices, stepped terraces, or other forms of erosion control. Downspouts shall be piped to the storm system and drainage shall be directed toward catch basins. Splash blocks are not allowed.
4. The use of 4" black corrugated plastic storm drain is prohibited. The use of 4" white PVC (2,500 lbs.) is required. Install 4" collector lines for drainage where required by the developer.

Outdoor Living Area/ Swimming Pools/ Screen Enclosures

1. Swimming pools shall not be permitted on the street side of any residence. No above ground pools are permitted. Hot tubs are permitted only if landscaped and located with consideration of neighbors. Approved landscaping plan required.
2. Screen enclosure materials and colors must be approved. Pool enclosures must be neutral in color. Materials and color must be submitted for approval. Wrought iron type fence is mandatory for golf course homes, and is recommended for all other homes. Placement and design should not block neighboring views of the golf course. Chain link fences are not permitted, unless specifically approved by the ARB for safety purposes.
3. All outdoor recreational devices (sandboxes, swing sets, swimming pools, basketball backboards, lawn games, trampolines, etc.) must be approved.

Mailboxes

1. Mailboxes or other similar receptacle design and specifications must be incorporated into final plans and will be uniform as designated by developer.

Fences

1. Attempts to establish property lines through individual fencing are not acceptable. Every effort must be made to retain the feeling of open spaces.
2. No wall, fence, coping or boundary planting may be constructed or maintained in such a manner as to interfere with the vision of drivers at any intersection of streets or roads. Placement and design should not block neighboring views.
3. A survey and staking is required before performing work near property lines.
4. All fences, including location and materials, must be approved by the Developer.
5. Refer to Covenants & Restrictions for any additional requirements.

YOUR AUTOMOBILE

Garages/Driveways/Exterior Lighting

1. Carports are not permitted
2. No street-side parking areas may be created by extending any portion of the street pavement.
3. No overnight business vehicle or equipment parking shall be permitted outdoors including RV's and boats as well as campers and motorhomes and the like.
4. All proposed exterior lighting shall be detailed on the final Landscape Plan. No exterior lighting shall be permitted which in the opinion of the ARB would create a nuisance to the adjoining property owners.
5. Where possible, access to corner lots shall be from the least traveled street
6. Side and rear entry garages only, unless otherwise approved by the ARB. All single family homes shall have a garage which will accommodate two or more vehicles and shall provide driveway and garage space sufficient to accommodate the parking of four or more vehicles at least two of which shall be in the garage. Driveway parking shall be screened with berms and/or landscaping to the extent practical.
7. Refer to Covenants & Restrictions for any additional requirements.

YOUR HOME

Character

Although River's Bend does not limit to particular styles of homes, the following are recommendations for design to insure ARB approval.

1. Traditional styles of historical architectural identification, such as:
 - A. Colonial – Southern, Georgian
 - B. European – Country French, Country English
 - C. East Coast – Carolina Coastal, Hamptons
 - D. Arts Crafts, Bucks County
2. Massing and proportionality consideration is ultimately important with any style.
3. 4-Side designs will be reviewed
 - A. Symmetry
 - B. Consistent use of materials
 - C. Rhythm of design, details and materials for each elevation

Dwelling Size/Minimum Standards

All residences shall conform to the following standards:

1. All dwellings shall be used only for single-family purposes.
2. The minimum square footage of dwellings shall be regulated as follows by their respective neighborhoods:
 - A. **Estate Homes**

Ranch homes	2,500 square feet
2-Story homes	3,200 square feet
 - B. **Club Homes**

Ranch homes	1,800 square feet
2-Story homes	2,200 square feet
 - C. **Family/Kings Section**

Ranch homes	2,000 square feet
2-Story homes	2,500 square feet
3. Enclosed Garage: 3 car minimum for Estate Homes.
2 car minimum for Club Homes
4. Driveways: 16' minimum width at entrance to garage.

Roof Pitch/Roofing Materials

1. Roofs should slope at a minimum pitch of 10/12 facing gable unless otherwise approved. Recommended roof-surfacing materials are cedar shakes, cedar shingles, natural slate, tile, copper seamed roofing, fiberglass and asphalt shingles. Dimensional shingle is required with a 30-year guarantee. Gutters and downspouts are required and shall drain to underground drainage. Flat roofs shall be no more than 10% of the roof area.
2. All roof stacks, flashing and metal chimney caps shall be painted to match the approved roof colors. Roof stacks and plumbing vents shall be placed on rear slopes of the roofs.

Exterior Materials

Most earth-tone colors work well in tying together the continuity of buildings. The intent is for individual houses to blend into the total image. Roof colors should not contrast sharply with the rest of the house.

1. The selection of exterior materials shall be harmonious with the architectural motif of each dwelling unit and the community development as a whole. Natural materials are preferred over synthetic material. Depending on specific applications, the following materials have been approved by the ARB:
 - A. Wood (cypress/cedar/redwood): cedar shake, lap siding, cedar shakes (roofs) tongue and groove siding or other hardboard siding with approval of the ARB.
 - B. Stucco: (Approval subject to application, texture, and use of other primary, secondary or decorative treatments.) External Insulated Finish System EIFS (Dryvit)
 - C. Masonry: Natural stone, brick, or cultured stone.
 - D. Windows: Wood frame, aluminum or vinyl clad. Divided light or grilles are recommended.
2. The following exterior materials are not approved for construction: aluminum or vinyl siding; concrete block (except for sub-surface wall); fiberglass; logs (imitation or otherwise except for landscaping purposes); fiberglass garage doors; and certain types of imitation stone and brick; fiberglass or asphalt shingles used as siding. High quality simulated stone and brick from natural materials will be considered on their own merit by the ARB, but are subject to disapproval.
3. Exterior colors that, in the opinion of the ARB, would be inharmonious, discordant and/or incongruous shall not be permitted.
4. No cantilevered chimneys. All chimneys shall have stone, stucco, or brick exterior finish.

The ARB shall have final approval of all exterior color submittal. Each Applicant must submit to the ARB as part of Final Architectural Review, a color board showing the color of the roof, exterior walls, shutters, trim, etc.

A color board with manufacturer's name and number, with color/material "chip" and location of same, of 8-1/2" x 11" size or 8-1/2" x 14" size shall be provided if requested. Should color or materials be revised prior to completion, contractor shall update (modify) that reference file.

Patios, Terraces and Decks (on grade where possible)

The design of outdoor living spaces must be professionally coordinated and approved by a Landscape Architect with the design of every home.

Outdoor spaces, when designed to provide privacy, can be enclosed with planting fences, walls, or gently mounded earth.

DESIGN RECOMMENDATIONS

HOMESITE

Site Qualities

Identify the natural qualities of the site, and decide what they are and how they should be used. Attempt to preserve the trees, rock outcroppings, and scenic areas; use the views, recognize the slopes and drainage patterns. Position your house on the site to minimize the change in existing grades and contours. During construction, protect trees or natural areas with the use of snow and silt fences. Leave ravine areas natural and undisturbed; never fill with dirt or debris. Do not remove trees or natural features before final approval of plans and specifications.

Topography

The land at River's Bend varies in elevation from level to sloping. Therefore, such design elements as mounding, retaining walls and the stepping of slopes should be considered in properly developing your site. These elements should naturally blend with your site and enhance the existing features of the land.

Grading

When trees or other such elements are to be preserved, they will determine the level of grading in their immediate vicinity. Retaining walls, terraced banks, and planted slopes should be considered as part of a grading plan.

Graded portions of lots outside the buildable area shall be kept near existing grade.

Drainage

Drainage is often a major problem for the new homeowner, often forgotten and seldom completely solved before the first big rain or spring thaw forces action. On sloping land, each neighbor receives water from those above him and deposits water on those below. Therefore a pattern of compulsory mutual responsibility is established.

The acts of excavating or filling, or destroying the natural vegetative cover, or of building impervious roofs, or paved surfaces, increase the amount of surface run-off and change its direction and concentration.

Storm water from buildings and pavements on each site shall be directed by pipe or swale to the street, the nearest storm sewer, or natural waterway. Sump pump may not be permitted to connect into down spout lines. Storm water originating from the natural watersheds of adjacent property shall be accommodated and transmitted through your site to an existing outlet.

It is required at River's Bend to control storm water and sedimentation both during and after construction.

Setbacks and Side Yards

Building setbacks are flexible at River's Bend within the minimum requirements set by zoning. It is the intention that homes have varied setbacks, not "lined up" as in a subdivision, and be carefully sited in more random order where trees and topography indicate. Side yard setbacks will vary according to lot size and are indicated on the River's Bend Master Plan. Other non-buildable areas are set aside in areas of steep slope and woods and are also indicated on the River's Bend Master Plan.

Coordinate with Your Neighbor

Create privacy for you and your neighbor by carefully locating and coordinating the private spaces of your home. When possible, use common screen walls or fences to help each other create privacy. Think about where you place your windows; avoid windows that "look into" your neighbor's windows.

AUTOMOBILE

Driveway

The ideal driveway links strongly with the front entrance, making it easy for a person to use the front door before reaching the rear. This concept makes the driveway part of the entry garden, partially enclosing it with shrubs or a wall creating a real "auto entrance". Special driveway paving is encouraged (brick, combination brick, textured concrete, etc.). On sloping lots, "sunken" or cut-in driveways should be considered. On flat sites, mounding may be considered to help driveways blend with their sites.

Access from the street should be as easy and direct as possible, but often the straight-line drive makes the garage overly important. Ideally, garage doors are screened with planting. Curved driveways and driveways to detached garages at the rear of homes are possible.

Garage

Place your garage so that the door does not dominate your house. Set it back from the main face of the house, curve the driveway, and enter from the side or rear. Side entry garage shall be required unless otherwise approved.

Detached Garages/Pool Houses

These structures shall be considered as part of the house. Materials and design shall be of like style as the house. Additionally, these structures must follow setback requirements and not obstruct view as previously outlined

This Submission For:

- ☐ Preliminary Design Approval
☐ Final Design Approval
☐ Landscape Approval

\$400.00 due upon submission

- ☐ Additions and Remodeling

\$100.00 due upon submission

Send 3 (three) sets of plans to:

River's Bend Architectural Review Board
Information Center

~~269 Dwire Road~~ 144 Winding River Rd.
Maineville, OH 45039

Street Address _____

Lot Number _____

Date _____

It is not the intent of these guidelines to review plans for structural integrity, like safety issues, code compliance or any technical applications, but only for design intent and character, consistent to the community.

RIVER'S BEND NEW HOME DESIGN REVIEW APPLICATION

Application Submitted by: _____

Address: _____

Phone: _____

Owner: _____

Builder: _____

Architect/Designer: _____

Landscape Architect/Designer: _____

Building Program: All house plans must bear an Architect or Residential Designer's name.

- ☐ Standard House Plan – show details of any variation from standard plans
☐ Custom/Architect Designed
☐ Other

Finished Livable Square Footage (each level)

First Level _____

Second Level _____

Lower Level _____

Attic/Bonus _____

Total _____

This Design Review Application shall be submitted for both Preliminary Design Review and for Final Design Review. This application serves (1) as a checklist to help in the consideration of the many decisions that will affect the design of your home at River's Bend and (2) to provide the ARB with the required basic data needed for proper understanding. This application is to be used in conjunction with the River's Bend Design Guide.

Design Data

The following items must be considered in the preparation of the above document. Check off all items that have been implemented into your design.

1. Site Design

A. Lot Type (Check all that apply)

☐ Open

☐ Level

☐ Wooded

☐ Sloping

B. Driveway

☐ Straight in from street (not preferred)

☐ Curve in from street

☐ Passes main entrance

C. Home Orientation

Private areas have been coordinated with neighboring lots: ☐ yes ☐ no

Home is oriented:

☐ Parallel to street

☐ At an angle to street

☐ Home is set on site so that it does not "line-up" directly with others

Garage Orientation: ☐ Right ☐ Left ☐ Courtyard

D. Site Qualities

Indicate on site plan or grading plan:

☐ Trees to be removed - area

☐ Areas to be preserved (no debris to be placed in ravines)

☐ Views to be used (indicate direction with arrow)

☐ Existing rainwater drainage pattern noted

☐ Rainwater control during and after construction

☐ Side and backyard grade differentials have been coordinated with neighboring lots

☐ Downspout drainage lines located

2. Home Design

A. Type of Home

☐ One story

☐ One and one-half story

☐ Two story

☐ Other - Describe _____

B. Building Height and Form

Ridge line height above finish grade of the lot at the main entrance _____

Maximum ridge height allowed _____

Did you include any wings or appendages to help your home "hug" the ground?

☐ yes

☐ no

C. Roof Form

- ☐ Gable Roof
☐ Hip Roof

☐ Other - Describe _____

Roof Slope - Describe (10/12, etc.) _____

D. Roof Features

- ☐ Dormers
☐ Varying eave heights
☐ Varying ridge heights

☐ Other - Describe _____

☐ Roof fans, vents and flashing (except copper) will be painted to match roof.

E. Exterior Walls

- ☐ All exterior walls same material
☐ Exterior walls combine different materials (brick, wood, etc.). Show transition detail with elevations; corner board, edge board, etc.

Special details (Indicate on elevations)

- ☐ Bay Windows ☐ Balconies/Railings ☐ Skylights
☐ Other - Describe _____

F. Windows

Manufacturer _____

Trim Color _____

Type:

- | | | |
|---|-------------------------------|--------------------------------------|
| <input type="checkbox"/> Casement | <input type="checkbox"/> Wood | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Horizontal sliding | <input type="checkbox"/> Wood | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Double Hung | <input type="checkbox"/> Wood | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Fixed | <input type="checkbox"/> Wood | <input type="checkbox"/> Other _____ |

Same window type used on all sides of home?

☐ Yes ☐ No

Are you using divided light or grill?

☐ Yes ☐ No
☐ Built-in ☐ Clip-in

Are you using storm windows?

☐ Yes ☐ No
☐ Wood ☐ Color-coated metal

Are you using shutters?

☐ Yes ☐ No

If using shutters, is your home authentic period design?

☐ Yes ☐ No

☐ Each shutter is proportioned to be one-half window width.

Are you using board trim around windows?

☐ Yes ☐ No

If yes, what size boards? _____

G. Doors

Entrance Door

☐ Stained ☐ Painted
☐ Other - Describe _____

Storm and/or Screen Door (type):

☐ Wood ☐ Stained ☐ Painted ☐ Color-coated metal

H. Garage Door

- ☐ Flush overhead ☐ Stained ☐ Painted ☐ Natural Wood
☐ Paneled overhead ☐ Stained ☐ Painted ☐ Natural Wood
☐ Wood siding covered ☐ Stained ☐ Painted ☐ Natural Wood

- ☐ Other - Describe _____

3. **Building Materials and Colors**

A. Roof Materials

- ☐ Handsplit shakes ☐ Wood Shingles
☐ Asphalt shingles - color, style and mfg. _____

☐ Slate

☐ Tile

☐ Gutters, Fascia and Rakeboards stained or painted to be complementary to roof color.

B. Exterior Sidewall Material

☐ Wood Type _____

☐ Stone Type _____

☐ Brick Type _____

☐ Other - Describe _____

C. Colors - Indicate color locations on elevations.

☐ Other colors

Siding Color _____ Brick Mfg. _____ Color _____

Trim Color _____ Roofing Mfg. _____ Color _____

Accent Color _____

4. **Patios, Terraces, Decks, Etc. (Locate on Landscape Plan)**

☐ Patio - Materials _____ Color _____

☐ Decks - Materials _____ Color _____

☐ Swimming Pool - Size _____

☐ Trellis

☐ Basketball Backboard ☐ Located behind front line of house

Trash cans and rubbish areas hidden from view by:

☐ Keep trash in garage

☐ Visually screened area - Describe _____

Entry Walk

☐ Straight

☐ Curved

☐ Brick Pavers

☐ Concrete

☐ railroad tie steps or edges

☐ Flagstone

☐ Exposed Aggregate Concrete

☐ Other - Describe _____

Decks

☐ Uncovered ☐ Covered ☐ Wood ☐ Canvas

☐ Other - Describe _____

Enclosed Areas

☐ All enclosed exterior areas within buildable area.

☐ Other _____

Type of Fence or Wall

<input type="checkbox"/> Wood Fence	Type _____	Color _____
<input type="checkbox"/> Brick Wall	Mfg. _____	Color _____
<input type="checkbox"/> Stone Wall	Type _____	How Laid _____
<input type="checkbox"/> Iron Fence	Type _____	Color _____

5. Landscaping (Indicate on Landscape Plan)

<input type="checkbox"/> Existing trees retained	<input type="checkbox"/> Foundation planting
<input type="checkbox"/> Natural areas preserved	<input type="checkbox"/> "Private" spaces created
<input type="checkbox"/> Earth mounding used	<input type="checkbox"/> Retaining walls used

6. Utilities and Lighting

☐ Underground service

☐ T.V. antennae concealed

☐ Air conditioning condensers, etc., concealed from view

☐ Yard lighting not "directed" towards street or neighbors

☐ Photos or cuts of exterior light fixtures enclosed with application