

**FIRST AMENDMENT AND SUPPLEMENT TO  
THE LEGENDARY RUN DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND RESERVATION OF EASEMENTS**

This First Amendment and Supplement to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements ("Amendment") is made as of the 16<sup>th</sup> day of June, 1998, by TRADITIONS INVESTMENTS-PIERCE, INC., an Ohio corporation ("Declarant") as follows:

WHEREAS, Declarant filed the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements ("Declaration") on the 12th day of March, 1998, which Declaration is recorded in Official Record Book 1031, page 762 of the Clermont County, Ohio Records to aid in the development of the property described therein ("Legendary Run");

WHEREAS, Declarant desires to provide for the preservation of values and amenities in Legendary Run and to provide for the maintenance of the Common Areas and Community Facilities (as defined in the Declaration) within Legendary Run;

WHEREAS, the Declaration provides, in Article XIV, that Declarant can amend the terms of the Declaration in order to further certain purposes.

NOW, THEREFORE, Declarant makes the following Amendment:

The following provisions of the Declaration are amended as provided for in Article XIV of the Declaration.

1.1 Common Areas and Community Facilities.

Article I, Section 1(e) of the Declaration, which sets forth the definition of Common Areas and Community Facilities, is amended to include the property described in Exhibit A hereto

and made a part hereof.

1.2 Property Subject to Declaration

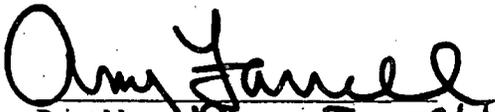
Article II, Section 1 of the Declaration, which sets forth the real property that is to be subject to the terms and conditions of the Declaration, is amended to include the real property described in Exhibit B hereto and made a part hereof.

Except as expressly amended by this Amendment, the Declaration remains in full force and effect.

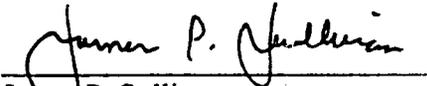
IN WITNESS WHEREOF, James P. Sullivan, Vice President and Treasurer of TRADITIONS Investments-Pierce, Inc., an Ohio corporation, has executed this Amendment on behalf of the corporation as of the date first above written.

Signed and acknowledged  
in the presence of:

TRADITIONS INVESTMENTS-PIERCE, INC.  
An Ohio corporation

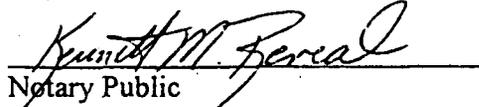
  
Print Name: Amy Farrell

  
Print Name: JENNY GRANT

By:   
James P. Sullivan,  
Vice President & Treasurer

STATE OF OHIO, COUNTY OF HAMILTON, SS:

8 The foregoing Amendment was acknowledged before me this 16<sup>th</sup> day of June, 1997, by James P. Sullivan, Vice President and Treasurer of Traditions Investments-Pierce, Inc., an Ohio corporation, on behalf of such corporation.

  
Notary Public

KENNETH M. REVEAL  
Notary Public, State of Ohio  
My Commission Expires June 4, 2002



This instrument was prepared  
Andrew D. Graf, ESQ.  
BARRON, PECK & BENNIE  
One West Fourth Street  
Suite 1400  
Cincinnati, Ohio 45202-3618  
513/721-1350

ag:CADMBLEGRUNDECAMEND.1ST

## EXHIBIT A

Situated in Eddins Military Survey No. 1366, Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and being all of Lot(s) 30, 31 and 32 of the Legendary Run Subdivision, Section One-A, as recorded in Plat Cabinet 7, Pages 156 through 158 inclusive, of the Clermont County, Ohio Records.

Situated in Eddins Military Survey No. 1366, Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and being all of Lot(s) 47, 48, 49, 50, 51, 52, 53 and 62 of the Legendary Run Subdivision, Section Two-A, as recorded in Plat Cabinet 7, Pages 159 through 163 inclusive, of the Clermont County, Ohio Records.

Situated in Eddins Military Survey No. 1366, Lucas Military Survey No. 1753, Pierce Township, Clermont County Ohio and being all of Lot(s) 76, 77, 78, 91 and 99 of the Legendary Run Subdivision, Section Three-A, as recorded in Plat Cabinet 7, Pages 220 through 225 inclusive, of the Clermont County, Ohio Records.

EXHIBIT B

BOOK 1087 PAGE 123

Situated in Eddins Military Survey No. 1366, Lucas Military Survey No. 1753, Pierce Township, Clermont County Ohio and being all of Lot(s) 76 through 109 inclusive of the Legendary Run Subdivision, Section Three-A, as recorded in Plat Cabinet 7, Pages 220 through 225 inclusive, of the Clermont County, Ohio Records.

9800022356  
Filed for Record in  
CLERMONT COUNTY, OH  
CAROLYN GREEN  
On 06-19-1998 At 09:54 am.  
DECLAR 26.00  
Book OR Vol. 1087 Pg. 119 - 123

**SECOND AMENDMENT AND SUPPLEMENT TO DECLARATION  
(No Amendment which says "Second" Amendment)**

5

THIRD AMENDMENT AND SUPPLEMENT TO  
THE LEGENDARY RUN DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND RESERVATION OF EASEMENTS

This Third Amendment and Supplement to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements ("Amendment") is made as of the 30<sup>th</sup> day of September, 1998, by TRADITIONS INVESTMENTS-PIERCE, INC., an Ohio corporation ("Declarant") as follows:

WHEREAS, Declarant filed the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements on the 12th day of March, 1998, which Declaration is recorded in Official Record Book 1031, page 762 of the Clermont County, Ohio Records to aid in the development of the property described therein ("Legendary Run"), which was modified by the First Amendment and Supplement thereto recorded at Official Record 1082, Page 119 of the Clermont County, Ohio Records and the Second Amendment and Supplement thereto recorded at Official Record     , Page      of the Clermont County, Ohio Records (collectively, the Declaration as so modified is hereinafter referred to as the "Declaration");

WHEREAS, Declarant desires to provide for the preservation of values and amenities in Legendary Run and to provide for the maintenance of the Common Areas and Community Facilities (as defined in the Declaration) within Legendary Run; and

WHEREAS, the Declaration provides, in Article XIV, that Declarant can amend the terms of the Declaration in order to further certain purposes.

NOW, THEREFORE, Declarant makes the following Amendment:

The following provisions of the Declaration are amended as provided for in Article XIV of the Declaration.

1.1 Common Areas and Community Facilities.

Article I, Section 1(e) of the Declaration, which sets forth the definition of Common Areas and Community Facilities, is amended to include an eight (8) foot wide hiker-biker path and an easement for the installation, maintenance, use, repair and replacement of the same, which path will be installed by the Owner of the real property described in Exhibit B when the first residential improvements to be installed on such real property are constructed. The hiker-biker path and easement will connect Black Watch Way and West Legendary Run and also connect that trail to the cart/hiker-biker bridge near the tenth tee of Legendary Run Golf Course. The exact location of the easement and hiker-biker trail will be determined by Declarant when the final site plan for the improvements to be located on the real property described on Exhibit B is submitted to and approved

by the BDRC pursuant to the Declaration. The Declarant reserves the right to assign this easement to the Association or to the Township.

1.2 Property Subject to Declaration

Article II, Section 1 of the Declaration, which sets forth the real property that is to be subject to the terms and conditions of the Declaration, is amended to include the real property described in Exhibit B hereto and made a part hereof.

1.3 Assessments.

The Owner of the Property shall not be required to pay assessments charged by the Association under the Declaration until condominium units are created by the recording of a condominium declaration or any amendment thereto creating condominium units or until Lots are created by the recording of a subdivision plat. For the purposes of determining the amount of assessments to be charged against the Property, each condominium unit shall be deemed to be a Lot.

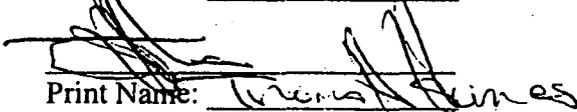
Except as expressly amended by this Amendment, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, James P. Sullivan, Vice President and Treasurer of TRADITIONS Investments-Pierce, Inc., an Ohio corporation, has executed this Amendment on behalf of the corporation as of the date first above written.

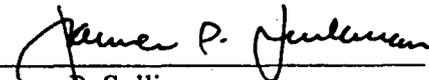
Signed and acknowledged  
in the presence of:



Print Name: Richard D. Hindon

  
Print Name: James P. Sullivan

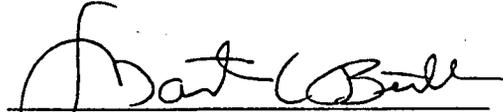
TRADITIONS INVESTMENTS-PIERCE, INC.,  
an Ohio corporation

By:   
James P. Sullivan,  
Vice President & Treasurer

STATE OF KENTUCKY )  
 )  
COUNTY OF CENTON )

SS:

The foregoing Amendment was acknowledged before me this 30th day of September, 1998, by James P. Sullivan, Vice President and Treasurer of Traditions Investments-Pierce, Inc., an Ohio corporation, on behalf of such corporation.

  
\_\_\_\_\_  
Notary Public

**MARTIN C. BUTLER**

Notary Public, Kentucky State at Large  
My Commission Expires June 13, 2000

This instrument was prepared :

Richard D. Herndon, Esq.  
BARRON, PECK & BENNIE  
One West Fourth Street  
Suite 1400  
Cincinnati, Ohio 45202-3618  
513/721-1350

13C:\OFFICE\WPWIN\WPDOCS\RDH\95765\011\3RD-AMD.ERP

Exhibit "A"

Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and being more particularly described as follows:

Commencing at a found railroad spike being the centerline intersection of Bradbury Road and Behymer Road;

Thence South  $3^{\circ}43'48''$  West, along the centerline of Behymer Road for a distance of 285.66 feet to the northeast corner of a 11.448 acre parcel conveyed to McCaw Investments Ltd. By deed recorded in Official Record Volume 918, Page 598 of the Clermont County Recorder's Office;

Thence along the north and west lines of said 11.448 acre parcel the following two (2) courses:

- 1) North  $86^{\circ}16'12''$  West for a distance of 203.09 feet;
- 2) South  $16^{\circ}15'11''$  West for a distance of 262.42 feet to the **TRUE PLACE OF BEGINNING** for the land herein described;

thence South  $16^{\circ}15'11''$  West, continuing along the last mentioned line for a distance of 362.38 feet to a new division line;

thence along a new division line the following two (2) courses:

- 1) South  $33^{\circ}35'00''$  West for a distance of 255.51 feet;
- 2) South  $35^{\circ}29'04''$  East for a distance of 116.39 feet;

thence South  $4^{\circ}06'34''$  East for a distance of 60.29 feet;

thence South  $3^{\circ}19'13''$  West for a distance of 577.80 feet to a set iron pin being the northwest corner of a tract of land conveyed to Michael and Elena Utter by deed recorded in Deed Book 713, Page 168 of the Clermont County Recorder's Office;

thence South  $43^{\circ}14'11''$  West, along the west line of said Utter tract and its' southerly extension for a distance of 401.03 feet to the northeasterly corner of a 17.568 acre parcel conveyed to McCaw Investments Ltd. By deed recorded in Official Record Volume 918, Page 598 of the Clermont County Recorder's Office;

thence along the north line of said 17.568 acre parcel the following two (2) courses:

- 1) North  $62^{\circ}18'59''$  West for a distance of 781.33 feet;
- 2) South  $83^{\circ}00'45''$  West for a distance of 282.32 feet;

thence leaving the north line of said 17.568 acre parcel, along a new division line the following four (4) courses:

- 1) North 6°59'15" West for a distance of 195.97 feet;
- 2) North 45°47'12" West for a distance of 113.63 feet;
- 3) along the arc of a curve to the left having a radius of 225.00 feet for an arc distance of 159.88 feet, the chord of said arc being subtended by a central angle of 40°42'47" and a long chord bearing North 18°11'57" East for a distance of 156.54 feet;
- 4) North 2°09'27" West for a distance of 66.44 feet to a southwesterly corner of a 21.250 acre parcel conveyed to McCaw Investments Ltd. By deed recorded in Official Record Volume 918, Page 598 of the Clermont County Recorder's Office;

thence along the south line of said 21.250 acre parcel the following two (2) courses:

- 1) South 55°37'44" East for a distance of 236.59 feet;
- 2) North 80°41'21" East for a distance of 829.52 feet;

thence leaving the southerly line of said 21.250 acre parcel along a new division line the following four (4) courses:

- 1) North 21° 17' 48" East for a distance of 102.16 feet;
- 2) North 54° 42' 06" East for a distance of 151.87 feet;
- 3) North 29° 04' 05" East for a distance of 196.83 feet;
- 4) North 21° 17' 44" West for a distance of 99.70 feet to the easterly line of said 21.250 acre parcel;

thence North 0° 09' 34" West, along the easterly line of said 21.250 acre parcel for a distance of 156.95 feet;

thence leaving the easterly line of said 21.250 acre parcel along a new division line along the arc of a curve to the left having a radius of 225.00 feet for an arc distance of 277.33 feet, the chord of said arc being subtended by a central angle of 70°37'13" and a long chord bearing North 51°33'47" East for a distance of 260.10 feet to the place of beginning and containing 18.765 acres, subject however to all covenants, conditions, restrictions, reservations or easements contained in any instrument of record to the above described tract of land.

Being part of that real estate conveyed to Traditions Investments Pierce, Inc. by deed recorded in Official Record Volume 916, Page 440 of the Clermont County Recorder's Office and all of that real estate conveyed to Traditions Investments Pierce, Inc. by deed recorded in Official Record Volume \_\_\_\_\_, Page \_\_\_\_\_ of the Clermont County Recorder's Office.

The above described property is based upon the results of a survey performed under the direction of Paul W. Feie, Ohio Registered Surveyor No. 6723 by Woolpert LLP in November of 1993.

48301.1

9800038493  
 Filed for Record in  
 CLERMONT COUNTY, OH  
 CAROLYN GREEN  
 On 10-01-1998 At 12:44 pm.  
 AMENDMENT DELLA \$26.00  
 Book OR Vol. 1145 Pg. 579 - 583

26

**SEVENTH AMENDMENT AND SUPPLEMENT TO  
THE LEGENDARY RUN DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND RESERVATION OF EASEMENTS**

This Seventh Amendment and Supplement to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements ("Amendment") is made as of the 29<sup>th</sup> day of OCTOBER, 1999, by **TRADITIONS INVESTMENTS-PIERCE, INC.**, an Ohio corporation ("Declarant") and **LEGENDARY TRAILS, LTD.**, an Ohio limited liability company ("Owner") as follows:

Instrument      Book    Page  
199900044543 OR 1234    827

WHEREAS, Declarant filed the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements on the 12th day of March, 1998, which Declaration is recorded in Official Record Book 1031, Page 762 of the Clermont County, Ohio Records to aid in the development of the property described therein ("Legendary Run"), which was modified by the First Amendment and Supplement thereto recorded at Official Record Book Volume 1087, Page 119, by the Third Amendment and Supplement thereto recorded at Official Record Volume 1145, Page 579, by the Fourth Amendment and Supplement thereto recorded at Official Record Volume 1168, Page 1036, by the Fifth (A) Amendment and Supplement thereto recorded at Official Record Volume 1209, Page 1144, and by the Sixth Amendment and Supplement thereto recorded at Official Record Volume 1223, Page 1571, all of the Clermont County, Ohio Records (collectively, the Declaration, as so modified is hereinafter referred to as the "Declaration", and it being expressly stated herein that no Second Amendment and Supplement was ever filed);

WHEREAS, Declarant and Owner desire to provide for the preservation of values and amenities in Legendary Run and Legendary Trails (as hereinafter defined) and to provide for the maintenance of the Common Areas and Community Facilities (as defined in the Declaration) within Legendary Run and Legendary Trails;

WHEREAS, the Declaration contains provisions related to the Grant of Conservation Right in Form of an Easement recorded at Official Record Book 870, Page 455 of the Clermont County, Ohio Records (the "Conservation Easement") and to the Building Design Review Criteria For Proposed Planned Golf Development Community recorded at Official Record Book 870, Page 700 of the Clermont County, Ohio Records (the "ABDRC").

WHEREAS, the Conservation Easement and the BDRC do not apply to the real property described in Exhibit A and Exhibit B attached hereto and made a part hereof (collectively, the "Legendary Trails Property").

WHEREAS, the Declaration provides, in Article II, that Declarant can annex property to the Development (as defined in the Declaration) and subject property to the terms and conditions of the Declaration.

NOW, THEREFORE, Declarant and Owner make the following Amendment:

The following provisions of the Declaration are amended as provided for in Article XIV of the Declaration.

Instrument      Book Page  
199900044543 OR 1234 828

1.1 Common Areas and Community Facilities.

Article I, Section 1(e) of the Declaration, which sets forth the definition of Common Areas and Community Facilities, is amended to include the real property described in Exhibit A hereto and made a part hereof.

1.2 Property Subject to Declaration.

Article II, Section 1 of the Declaration, which sets forth the real property that is to be subject to the terms and conditions of the Declaration, is amended to include the real property described in Exhibit B hereto and made a part hereof.

1.3 Nonapplicability of Conservation Easement.

Article XIII of the Declaration and any other provisions in the Declaration pertaining to the Conservation Easement do not apply to the Legendary Trails Property.

1.4 Design Review Criteria.

Article VI, Section 2 and Article VII of the Declaration and any other provisions in the Declaration pertaining to the BDRC, do not apply to the Legendary Trails Property. The design review criteria set forth in Exhibit C (the "Criteria") attached hereto and made a part hereof shall apply to the Legendary Trails Property and any reference in the Declaration to the BDRC shall instead refer to the Criteria. No structure on any Lot shall be built, erected, remodeled or altered in any way which materially changes the exterior appearance thereof until and unless detailed Plans and Specifications therefor shall have been submitted and approved in writing pursuant to the Criteria. Such Plans and Specifications shall be in such form and shall contain such information as the Design Review Committee, as established in the Criteria, may reasonably require. The Design Review Committee may charge reasonable fees for the processing of Plans and Specifications to offset its actual costs, including inspection cost incurred in such processing. No approval of Plans and Specifications and no publication of standards shall be construed as representing or implying that such Plans, Specifications or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any Living Unit or other improvement built in accordance therewith be built in a good and workmanlike manner.

1.5 Private Access Easements. The Private Access Easements as depicted on the subdivision plat for Legendary Trails (Plat Book 8, Page 257-2) of the Clermont County, Ohio Records) shall be for the exclusive benefit of those lots adjacent to such Private Access Easements. Specifically, there shall be a Private Access Easement for the benefit of Lots 11 and 13, for the benefit of Lots 14, 15 and 16, and for the benefit of Lots 24, 37, 38 and 39. The owners of

Lots benefitted by a Private Access Easement shall be equally responsible for the maintenance, upkeep and repair of the particular Private Access Easement benefitting the Lots.

1.6 Floodway Easements. The Floodway Easements as depicted on the subdivision plat for Legendary Trails (Plat Book 8 \_\_, Page ~~257-262~~ of the Clermont County, Ohio Records) shall be part of the storm water facilities for Legendary Run and shall be maintained pursuant to Article XI of the Declaration.

Instrument Book Page  
199900044543 OR 1234 829

Except as expressly amended by this Amendment, the Declaration remains in full force and effect.

**IN WITNESS WHEREOF**, Declarant and Owner have caused this Amendment to be executed as of the date first above written.

**DECLARANT:**

Signed and acknowledged  
in the presence of:  
(as to both)

TRADITIONS INVESTMENTS-PIERCE, INC.  
an Ohio corporation

*Mary S. Howbert*

Print Name: Mary S. Howbert

By: *James P. Sullivan*  
James P. Sullivan,  
Vice President & Treasurer

*Linda D. Shafer*

Print Name: Linda D. Shafer

**OWNER:**

LEGENDARY TRAILS, LTD.,  
an Ohio limited liability company

By Great Traditions Development  
Group, Inc., an Ohio corporation  
Its Authorized Member

By: *James P. Sullivan*  
Name: JAMES P. SULLIVAN  
Its: VICE PRESIDENT & TREASURER

STATE OF OHIO, COUNTY OF HAMILTON, SS:

The foregoing Amendment was acknowledged before me this 28<sup>th</sup> day of October, 1999, by James P. Sullivan, Vice President and Treasurer of Traditions Investments-Pierce, Inc., an Ohio corporation, on behalf of such corporation.



Mary S. Howbert  
Notary Public

MARY S. HOWBERT  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JUNE 30, 2003

STATE OF OHIO, COUNTY OF HAMILTON, SS:

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of October, 1999 by James P. Sullivan, as VP + Treasurer of Great Traditions Development Company, Inc., an Ohio corporation and the managing member of Legendary Trails, Ltd., an Ohio limited liability company, on behalf of the corporation and the limited liability company.



Mary S. Howbert  
Notary Public

MARY S. HOWBERT  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JUNE 30, 2003

This instrument was prepared:

Andrew D. Graf, Esq.  
Barron, Peck & Bennie  
One West Fourth Street  
Suite 1400  
Cincinnati, Ohio 45202-3618  
513/721-1350  
X:\ADG\DECAMEND.7TH

**CONSENT OF MORTGAGEE**

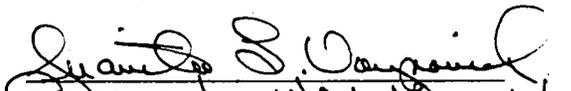
The undersigned, **TOWNE DEVELOPMENT GROUP, LTD.** ("Mortgagee") is the holder of a Mortgage on a portion of the real estate described in the foregoing Seventh Amendment and Supplement to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (the "Declaration") for Legendary Run from Legendary Trails, Ltd. dated July 14, 1999 and recorded in Official Record Book 1213, Page 1886 of the Mortgage Records of Clermont County, Ohio as amended.

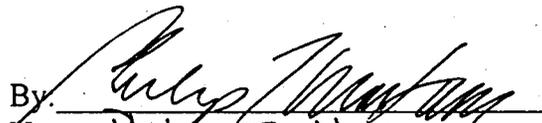
Mortgagee hereby consents to the execution and delivery of the Declaration, together with the exhibits thereto, and consents to the filing thereof in the office of the Recorder of Clermont County, Ohio. Mortgagee hereby subjects and subordinates the above-described mortgage as amended to the easements, covenants and restrictions contained in the foregoing Declaration with all exhibits attached thereto; provided however, the mortgage shall not be subordinate in priority to any of the assessments that can be charged under or pursuant to the Declaration.

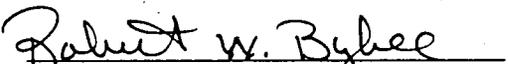
**IN WITNESS WHEREOF**, the Mortgagee has caused the execution of this Consent of Mortgagee this 29 day of Oct., 1999, by its duly authorized member.

Signed and acknowledged

TOWNE DEVELOPMENT GROUP, LTD.,  
an Ohio limited liability company,

  
Print Name: Janina H. Doynovich

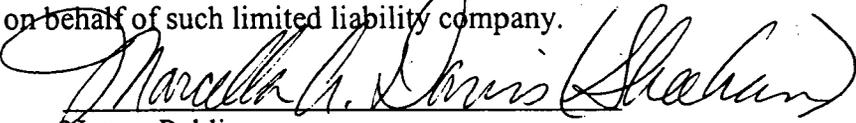
By:   
Name: Philip T. Montanus  
Its: Authorized Member

  
Print Name: Robert W. Bybee

STATE OF OHIO            )  
  )  
  )    SS:  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of October, 1999, by Philip T. Montanus as the Authorized Member of Towne Development Group, Ltd., an Ohio limited liability company, on behalf of such limited liability company.



  
Notary Public

**Marcella A. Davis (Sheehan)**  
Notary Public, State of Ohio  
My Commission Expires Oct. 6, 2002

X:\ADG\DECAMEND.7TH

**CONSENT OF MORTGAGEE**

The undersigned, WINCHESTER FUNDING, LTD., ("Mortgagee") is the holder of a Mortgage on a portion of the real estate described in the foregoing Seventh Amendment and Supplement to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (the "Declaration") for Legendary Run from Legendary Trails, Ltd. dated July 14, 1999 and recorded in Official Record Book 1213, Page 1863 of the Mortgage Records of Clermont County, Ohio as amended.

Mortgagee hereby consents to the execution and delivery of the Declaration, together with the exhibits thereto, and consents to the filing thereof in the office of the Recorder of Clermont County, Ohio. Mortgagee hereby subjects and subordinates the above-described mortgage as amended to the easements, covenants and restrictions contained in the foregoing Declaration with all exhibits attached thereto; provided however, the mortgage shall not be subordinate in priority to any of the assessments that can be charged under or pursuant to the Declaration.

IN WITNESS WHEREOF, the Mortgagee has caused the execution of this Consent of Mortgagee this 29<sup>th</sup> day of OCTOBER, 1999, by its duly authorized officer.

Signed and acknowledged

WINCHESTER FUNDING, LTD.,  
an Ohio limited liability company

By Great Traditions Development Group, Inc.,  
Its Authorized Member

Mary S. Howbert  
Print Name: Mary S. Howbert

By James P. Sullivan  
James P. Sullivan  
Its Vice President and Treasurer

Linda D. Shafer  
Print Name: Linda D. Shafer

STATE OF OHIO                    )  
  )     SS:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of October, 1999, by James P. Sullivan, as Vice President and Treasurer of Great Traditions Development Group, Inc., an Ohio corporation, and as the Authorized Member of Winchester Funding, Ltd., an Ohio limited liability company, on behalf of such corporation and limited liability company.

X:\ADG\DECAMEND.7TH



Mary S. Howbert  
Notary Public

MARY S. HOWBERT  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JUNE 30, 2003

| Instrument   | Book    | Page |
|--------------|---------|------|
| 199900044543 | OR 1234 | 833  |

**EXHIBIT A**

There are no Common Areas or Community Facilities to be included.

**EXHIBIT B**

Instrument      Book Page  
199900044543 OR 1234 834

Situated in Eddins Military Survey No. 1366 and Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and being all of Lots 1 through 39 inclusive of Legendary Trails Subdivision as recorded in Plat Book 8, Pages 257 - 262 of the Clermont County, Ohio records.

*out of parcel 27-28-13C-006*

# EXHIBIT C

Instrument      Book Page  
199900044543 OR 1234 835

## **Building Design Review Criteria For Legendary Trails**

**July 1, 1999**

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# **BUILDING DESIGN REVIEW CRITERIA**

## **INTRODUCTION**

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The golf community development is a master planned community being developed by Legendary Trails, Ltd. (the "Developer"), consisting of natural rolling hills, indigenous woodlands and gently flowing creeks located south of Bradbury and north and south of White Oak Road, east and west of Merwin-Ten Mile Road, and north of Locust Corner Road in Pierce Township (the "Property"). The natural beauty of this land combined with a championship golf course, clubhouse and swim and tennis facility will establish the Property as one of Ohio's premier golf course communities.

Great care has been taken in the planning, design and construction phases of the community to ensure the Property's natural beauty is retained and that the community is characterized by high quality residential construction. To these ends, it is paramount that the housing designs, exterior materials and construction process are closely monitored so as to make the homes as special and aesthetically pleasing as the land itself.

## **DESIGN REVIEW PROCESS**

To accomplish the Developer's goal of architectural integrity, quality and balance of the built environment with the existing natural environment, the Developer has decided to establish a Design Review Committee to review and approve all building designs, exterior materials, site plans, landscaping plans and color combinations prior to submittal to the Township for issuance of a Zoning Certificate.

Neither the Design Review Committee, nor the design criteria that it will utilize, seeks to make judgments as to what is beautiful. The objective is not to discourage creativity nor infringe upon the freedom of individual expression. Indeed, design creativity is not only welcomed but encouraged.

The Design Review Committee, through the application of design criteria, seeks only to coordinate the many directions of all residents, to create harmony with the natural environment, and to protect mutual interests in individual investments of all residents in the community.

## **DESIGN REVIEW COMMITTEE**

The Design Review Committee shall consist of three members. Pursuant to the Homeowner's Declaration, the Developer shall appoint two of the Design Review Committee members and Pierce Township shall appoint one member.

The Design Review Committee will review plans at the schematic design stage if submitted, at the completion of working drawings, and upon the completion of the planned improvement. Members of the Committee shall be as follows:

TBD, (Developer Appointee)

TBD, (Developer Appointee)

TBD, (Township Appointee)

When, in the opinion of the Design Review Committee, additional technical support is needed, the following types of consultants may be utilized by the Design Review Committee:

Landscape Architect

Civil Engineer

The address of the Design Review Committee is 3650 Park 42 Drive, Cincinnati, Ohio 45241. Meetings of the Design Review Committee shall be on an as needed basis, with at least 48 weekday hours notice given to the Township's representative. The Design Review Committee shall exercise diligence in acting upon building plans promptly so as not to delay planning, design or construction progress.

Plans will be reviewed according to the criteria hereinafter included. No construction, tree removal, grading, addition, or exterior staining/painting involving a color change, shall commence without written approval of the Design Review Committee. This includes but is not limited to such structures as basketball goals, play sets, dog houses, swimming pools, fences, etc. The basis for approvals shall be the plans as submitted and on record. Proposed changes in plans following approvals must be resubmitted in writing to the Design Review Committee.

The Developer of the Property and the Township may, in accordance with the Homeowner's Declaration for the property replace any of their respective existing members of the Design Review Committee.

The Design Review Committee will review and approve, approve with comment, or disapprove each submission. Technical review standards include conformance with the approved Detailed Construction Plans and all items identified in Table A, such as lot area and dimensions, conformance to minimum setback and yard requirements, minimum floor area requirements and minimum masonry requirements.

The Design Review Committee shall have authority for approving or disapproving each submission based upon architectural, engineering and landscape design character, massing and detailing, and compatibility of materials and colors in relationship to other homes within the neighborhood and from prominent and/or important view lines. The Design Review Committee does not have authority to grant any variance from the requirements of the Township Zoning Regulations.

The Design Review Committee has the discretion to issue partial design review approval for footings, foundations and framing prior to receipt and approval of exterior selections and a landscape plan.

## PRELIMINARY BUILDING PLANS

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Prior to commencing preparation of working drawings (final engineering and architectural) it is recommended that the applicant informally submit to the Design Review Committee preliminary plans to assure conceptual acceptability; two copies of the plan should be submitted to the offices of the Design Review Committee. Preliminary plans should include:

1. A site development plan showing proposed building and driveway location, any proposed change in existing topography, approximate location of existing trees 6" or greater in caliper and proposed retaining walls.
2. Sketches of building elevations showing exterior appearance and exterior materials of all sides.
3. Sketch of building floor plans.

The Design Review Committee will review the sketch plans and promptly return them to the applicant with comments, enabling the applicant to proceed with detailed design and preparation of final working.

## APPROVAL OF FINAL BUILDING PLANS

Prior to submission to the Township for a Zoning Certificate, four copies of complete site development and building plans to scale, shall be reviewed and approved by the Design Review Committee. These plans must include:

- (1) grading plan showing finished contours; (maximum contours shall be 2');
- (2) existing environmental features (e.g. ravines, creeks, significant trees stands, etc.) and resource protection areas, if any, subject to a conservation easement;
- (3) proposed building pad and lot number, with dimensions and lot setbacks, distances and all applicable easements;
- (4) proposed retaining walls;
- (5) driveway location with dimensions and type of surface materials;
- (6) complete architectural plans and specifications including structural details, floor plans, decks or balconies, and elevations clearly depicting the design and exterior appearance including roof pitches, types of materials, color trim and detail for each side of the structure (on a scale of no less than 1/8" = 1');
- (7) landscape plan including all exterior lighting.

## **SITE INSPECTIONS**

The Design Review Committee shall have the right to enter upon and inspect any property at any time before, during and upon the completion of work for which approval is necessary. Upon completion of construction, the applicant shall notify the Design Review Committee so a final inspection can be scheduled. If the improvements are considered substantially complete and in compliance with the approved plans, the Design Review Committee will issue a Certificate of Conformance and notify the Township.

If the Design Review Committee determines that it is appropriate, it may issue a Conditional Certificate of Conformance, indicating the improvements have been substantially completed in accordance with approved plans, but noting certain items which have not been completed due to inclement weather or other reasons beyond the reasonable control of the applicant, and still need to be completed. The Design Review Committee shall not issue any Conditional Certificate of Conformance unless the Committee first reserves adequate assurance that the incomplete items will be completed as soon as reasonably practicable.

Builders and property owners are forewarned the Homeowner's Declaration governing the planned golf community provides for the remedy or removal of any nonconforming improvements. The cost of the remedy or removal shall be borne by the builder and/or the property owner.

## **DESIGN CRITERIA AND MATERIALS**

The design criteria and building materials approved for each building type are listed in Table A which is attached to these Design Review Criteria and have also been recorded against the Property. For each building type to be constructed on the Property, an evaluation of the appropriate building materials and design criteria has been made in accordance with Table A. This evaluation takes into consideration architectural style and targeted market of the home.

## **BUILDING SETBACKS**

Specific setback requirements are established on the record plat in accordance with the Pierce Township Zoning Code except to the extent that more stringent building setbacks are imposed by the Developer by means of separate instruments, and should be referenced prior to planning any construction activity. These setback requirements are created based on the housing type, lot size, desired street scene, etc.

## **EXTERIOR MATERIALS**

The exterior of each residence shall be consistent with the high quality of the overall community. It is required that all exterior finish materials be consistently applied to all sides of the building attached.

The composition of all pitched roofs is to be cedar shake shingles, slate or asphaltic shingles. Asphaltic shingles must be dimensional and 240 lbs. or heavier. Required roof pitches are identified in Table A attached.

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The exposed portion of a chimney may be constructed of any approved building material provided that (1) the material is in keeping with the other materials in use on the structure; (2) the material has been selected to add architectural detail to the residence; and (3) the material complies with all applicable building and fire code requirements. All exposed flues including spark arresters other than clay shall have a cowl or other surrounding material approved in advance by the Design Review Committee which screens the view of the flue.

The attached Table A identifies housing types required to have side or rear entry access. The Design Review Committee may grant an exception from this requirement where the size or shape of the home would preclude a functional approach to the garage.

## **METERS AND EQUIPMENT**

Utility meters and air conditioning equipment must be located only in the side or rear yard, unless the Design Review Committee gives a site specific design exception due to the architectural character of the home and all improvements are screened from public view. Pool equipment may be allowed in rear yards when proper siting and screening has been approved by the Design Review Committee. Mechanical equipment shall be located in such a manner as to minimize offensive noises, odors and appearance to adjoining properties, including the golf course. Equipment shall be landscaped and/or screened and shall be located on the appropriate drawings and documents.

All plumbing vents and roof ventilators shall be installed so as not to be seen from any street side of the home. Additional measures should be taken whenever feasible to reduce exposure of the same from view of the golf course. All plumbing vents or other roof appurtenances must be painted to match the roof color in order to minimize their appearance.

## **WALLS AND FENCES**

Walls and fences are considered an extension of the architecture of the residence. They are used to make transitions between the mass of the architecture and natural forms of the site. All walls and fences shall be designed to be compatible with the total surrounding environment and shall not block natural views. Fences, walls and hedges are considered design elements to enclose and define courtyards, to extend and relate the building forms to the landscape, and to provide security and privacy to the property. Although it is encouraged that homeowners add trees and shrubs to their yards, the installation of row like plantings will be discouraged.

All walls and fences must be approved by the Design Review Committee prior to installation. Prefab wood fencing or chain link will not be permitted within the community. Maximum height for walls and fences is 6' above grade. The Design Review Committee will review requests for adjustments to height and material usage on a case-by-case basis.

Retaining walls which attach to the residence should utilize the same materials that the wall comes in contact with. All retaining walls shall be made from stone, brick, landscape ties or other approved materials. Final design and materials must be approved by the Design Review Committee.

In-ground pool and tennis court fencing must receive Design Review Committee approval and meet the typical setback requirements.

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## **MAILBOXES**

The Design Review Committee requires the installation of a standardized mailbox prior to final site inspection and release of the Lot Development Deposit (LDD). A vendor for the acquisition of the mailbox has been approved by the Design Review Committee. The payment for the mailbox and its installation is the responsibility of the lot owner.

## **EXTERIOR LIGHTING**

As with all exterior design work, lighting should be used to enhance the overall design concept of the home in an aesthetically pleasing manner. Exterior pool and landscape lighting must not infringe upon adjacent neighbors. Glare shields are required to eliminate bright spots and glare sources. Exterior lighting which utilizes low-voltage or similar non-glare direct task type fixtures mounted as close to grade as possible is encouraged. No bare light bulbs are permitted to be visible. All lighting fixtures and appurtenances must be as inconspicuous as possible, especially if lights are visible above grade level. Written approval from the Design Review Committee is required prior to the installation of any exterior lighting.

## **POOLS AND TENNIS COURTS**

The construction of in-ground swimming pools, spas and tennis courts is permissible provided such structures comply with the minimum setback requirements. In addition, the location, design and use of all materials must be approved by the Design Review Committee.

## **PLAY EQUIPMENT**

The Property is a community of family, professional and empty nester households. Due to this diversity it is important to be respectful of the overall image of the community. To create a harmonious order, minimum design standards are established for all play equipment. All play sets including swings, forts and climbers must be constructed of natural materials. Tenting is permitted on the play sets but must be neutral, green or blue in color. Harsh primary or neon colors are not permitted. Design Review Committee approval is required of all play sets. The applicant must submit a representation of the equipment proposed along with a plan of the lot which locates the placement of the proposed construction. Landscape screening of the equipment may be required by the Committee to reduce views from roadways and adjoining properties.

Basketball courts are permitted as long as the goal is located behind the projection of the front plane of the house. Poles must be black or white in color, with clear, white or grey backboards exclusive of ornamentation. Roof or wall mounted backboards are not permitted. Applicants must submit a plan of the lot with the proposed location of the pole to the Design Review Committee for approval.

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## REFUSE AND STORAGE AREAS

Garbage and refuse shall be placed in containers and shall be capped or contained in such a manner they are inaccessible to animals. These containers shall be concealed within the homes or screened by landscaping sufficient to ensure that they are not visible from the street, adjoining homesites or the golf course.

## HEIGHT RESTRICTIONS

Maximum building heights for the development, measured vertically from the highest point of the structure to the average natural grade level on the perimeter of the structure, are established as follows. These requirements do not supercede the requirements in the Pierce Township Zoning Code.

| Type   | Maximum Building Height |
|--|-------------------------|
| Detached Single Family   | 35ft.*                  |
| Attached Single Family (Carriage and Townhouse)  | 35ft.                   |
| <p>Notes:</p> <ul style="list-style-type: none"> <li>* The height of a single-family detached unit may exceed 35 feet, up to a maximum of 41 feet, provided the living space of the dwelling unit does not exceed 2 stories above grade at the front elevation, and the height to the front eaves of the dwelling unit does not exceed 25 feet from the finished grade. The height of the lowest elevation of any designated fire ingress/egress point (door or window) shall not exceed 35 feet from the finished grade immediately below the ingress/egress point. (See Table A, Diagram A-3 at back of document)</li> </ul> |                         |

More stringent restrictions may be imposed on given homesites where deemed necessary by the developer's Design Review Committee to protect the aesthetic integrity of the community.

## SIZE RESTRICTIONS

The minimum square foot sizes for the homes on the Property are listed in Table A attached to these Design Criteria. Each home will be evaluated based on its individual impact on the homesite, the homes in close proximity, and the community as a whole.

## LANDSCAPING

### VACANT HOMESITES

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All homesites purchased from the developer and remaining vacant are the responsibility of the property owner for periodic maintenance. No stocking of material, firewood or temporary shelters will be permitted on any vacant homesite without prior approval by the Design Review Committee. In the event the lot owner does not provide the required maintenance, the Association will cause this work to be done at the owner's expense.

### NATURAL FEATURES

Throughout the Property a number of fine mature trees exist. Many are located in prominent view from streets, roads and the golf course, giving them special significance. The community has taken a positive step toward the recognition and protection of such trees by requiring approval by the Design Review Committee to remove any tree, on any building lot outside the building and driveway footprint as shown on the Plot Plan, with a minimum trunk diameter over six (6) inches at four (4) feet above natural grade (diameter at breast height - DBH).

In addition to the already established vegetation many other plant types will be acceptable for use within the community. The Design Review Committee will take into consideration all elements of the individual landscape plan and plant materials selected during the approval process.

Fundamental to the design criteria is the need for gardens and lawns to harmonize with the native terrain and natural beauty of the community. Owners will be encouraged by the Design Review Committee to landscape their homesite with plant material indigenous to the area.

### GRADING AND EXCAVATING

The design and development concepts of the Property call for the maintenance of the natural features in as much of the original condition as possible.

The Design Review Committee is particularly conscious of site utilization and desires not to disrupt the natural terrain unnecessarily. The Design Review Committee encourages all applicants and property owners to locate structures sympathetically with the specific homesite. It is important to remember the beauty of the development is the land and its natural features and the architecture should compliment and enhance rather than compete with or destroy this beauty.

In order to assure compliance with this philosophy, a grading plan will be required as a part of the final design submittal. Grading approval must be obtained from the Design Review Committee before earth is moved or removed from a specific homesite. Absolutely no grading whatsoever shall be permitted without first obtaining written authorization.

All grading reviews shall be subject to the jurisdiction of the Design Review Committee and shall be considered individually for each lot. In addition to the grading and excavation requirements of Clermont County, Committee recommendations or requirements will be based upon individual homesite location, terrain, soil conditions, drainage, cuts and fills, and other specific conditions the Design Review Committee feels impact upon the site design.

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## LANDSCAPE PLAN

A strong emphasis is placed on landscaping in the Design Review process. Quality landscaping is important to both the appearance of each individual home and the overall continuity of the community, and each Design Review submittal must satisfy the landscaping requirements of Table A.

To assure the overall beauty of the Property is preserved and enhanced, the Design Review Committee must review and approve plans for each individual residence. Front and rear yards may be seeded with straw, stolonized or hydroseeded. Grass types are restricted to fescue, bluegrass, and rye unless otherwise approved. The Design Review Committee requires shade trees planted in each front yard in accordance with Table A. Landscaping for homes on corner lots must include all sides of the house facing roadways.

The Property has been designed utilizing the natural elements as much as possible. Various hardwoods and other trees are common within the community and it is the intent of the Design Review Committee to maintain this landscape integrity.

The determining factor of good landscape design is the integration of the architecture with the location of the residence. The Design Review Committee will take into account the relationship between the home, site, adjacent homes, views, prevailing breezes, golf course and other amenities in making approval decisions regarding specific landscape plans.

Landscape plans shall be detailed and accurately drawn to an appropriate scale (not less than 1" = 20'). The plans shall show pertinent site and architectural information including existing and proposed contours and elevations, drainageways, existing trees over 6" caliper, driveways, walks and an accurate outline of the existing and / or proposed building with doors, windows, stoops, decks, retaining walls, spas, hot tubs and other features shown. The materials of outdoor surfaces such as walks, decks, patios, driveways, courtyards, etc., shall be specified.

## LOT DEVELOPMENT DEPOSIT

A Lot Development Deposit (LDD) must be submitted to the Design Review Committee prior to approval of any improvement. This deposit will be retained by the Committee to assure all homes in the community receive a minimum landscaping package. This deposit shall also serve as a deposit to be used toward the repair of damages to community property as a result of the builders or owners actions or inaction.

The amount of this deposit is subject to change from time to time. The full amount of the deposit is refundable, less any justifiable expenses, within 30 days of the issuance of a Certification of Conformance, or for Conditional Certificates of Conformance, within 30 days after the fulfillment of the incomplete items described in the Conditional Certificate of Conformance, providing no significant discrepancies are remaining. Deficiencies noted at the final inspection will cause the return of the deposit to be delayed until such time as the deficiencies are remedied.

## **GENERAL COMMUNITY STANDARDS**

### **TEMPORARY IMPROVEMENTS**

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No temporary building or structure shall be permitted except for trailers, barricades, trash receptacles or portable toilets as may be approved or required by the Design Review Committee. The existence of these structures will only be permitted during the construction period for a permanent improvement.

### **SITE CLEANLINESS**

All sites must be kept free of loose debris and other non-indigenous waste materials. During construction, the builder is required to maintain a trash receptacle of sufficient size to contain all debris from the project, and to cause the removal of the trash periodically in order to avoid overloading the receptacle to the point the debris projects above the top rim.

During the construction period it is critical that all loose debris be contained on a daily basis and that no debris is allowed to blow onto adjacent homesites or the golf course.

### **SIGNS**

The installation of signs other than those specifically approved by the developer, are strictly prohibited. This signage restriction includes but is not limited to builders, subcontractors, realtors, lender, architect and suppliers. Standardized community signs benefiting the Developer and Featured Builders for the development are permitted. Signs of a temporary nature which advertise the development of the community shall be removed when 95% of the lots have been sold to homeowners. Temporary signs on individual lots advertising the builder shall be removed when the home has been transferred to the homeowner.

### **REMODELING AND ADDITIONS**

It is required that all plans for remodeling or additions that alter the exterior appearance of any permanent structure or homesite be approved by the Design Review Committee. All of the requirements and guidelines in this document, as well as applicable governmental approvals, apply to these types of improvements.

# DESIGN REVIEW CHECKLIST AND APPLICATION

The Design Review Criteria has been established for the benefit of all Property Featured Builders and homeowners. Please fill out the checklist below and submit with each plan to Great Traditions Land & Development Co., 3650 Park 42 Drive, Cincinnati, OH 45241, for approval by the Design Review Committee.

Recorded Lot# \_\_\_\_\_ Submission Date: \_\_\_\_\_

Lot Address: \_\_\_\_\_

Applicant: \_\_\_\_\_ Contact: \_\_\_\_\_

Return Address: \_\_\_\_\_

Engineer: \_\_\_\_\_ Contact: \_\_\_\_\_

Landscaper: \_\_\_\_\_ Contact: \_\_\_\_\_

**Submitted For:**

\_\_\_ Preliminary Design Review

*(Refer to the Design Review Criteria for submission requirements)*

\_\_\_ Final Working Drawing Review

\_\_\_ Four sets of plans are enclosed (Two sets of plans will be returned to the applicant)

\_\_\_ Four plot plans are enclosed (Two plot plans will be returned to the applicant)

\_\_\_ Two Landscape plans enclosed

\_\_\_ Lot Development Deposit (LDD)

\_\_\_ Exterior material selections enclosed, i.e. roof, brick/stone, siding, trim, walls, etc. (Paint samples are included for all exterior materials).

REVIEW COMMENTS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_ Approved

By: \_\_\_\_\_

\_\_\_ Not Approved

Date: \_\_\_\_\_

Notes:

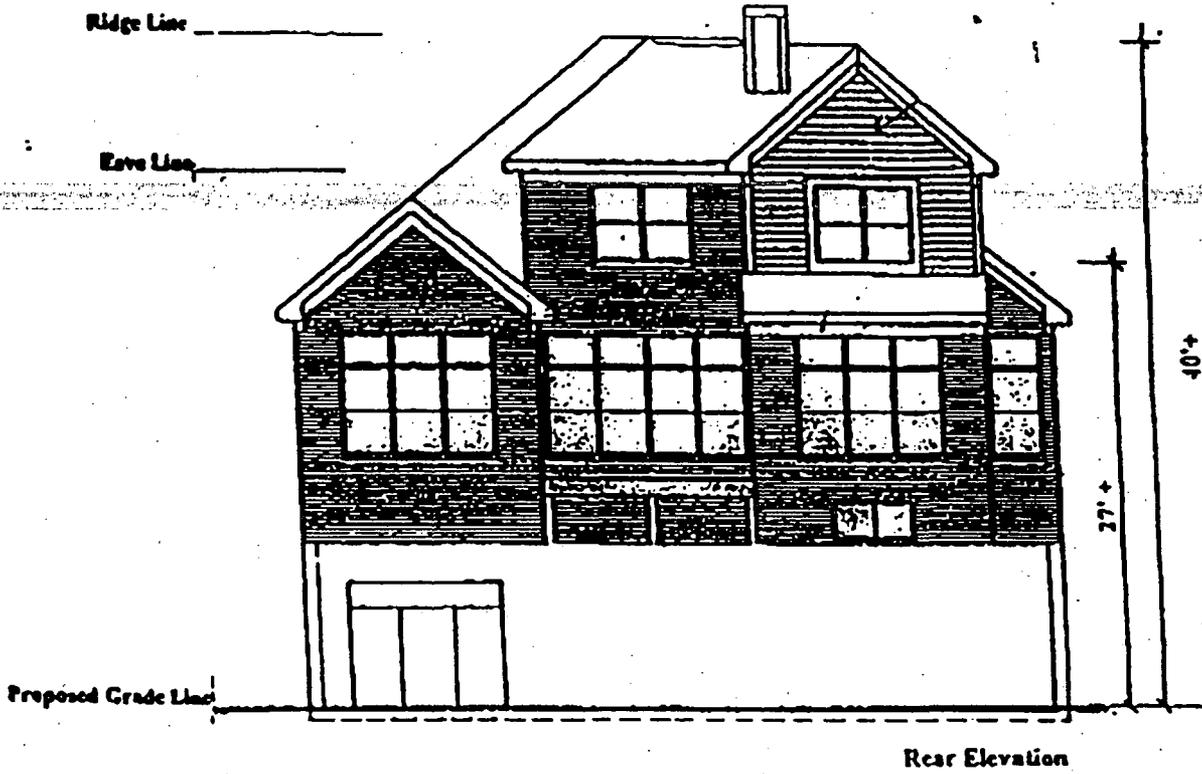
- (a) Average width of units must be a minimum of 24 feet for each building.
- (b) The standard minimum front yard setback is 50 feet. The setback may not be reduced to less than 35 feet when it is necessary to avoid disturbances to natural resources. The Design Review Committee must approve any reduction in front yard setbacks.
- (c) Zero setback is permitted. A minimum of 10 feet horizontal separation shall be maintained between dwelling units.
- (d) Masonry materials include: brick, stone, cultured stone, dryvit, stucco, and decorative masonry products.
- (e) For each 1% increase in dwelling size, the minimum amount of masonry is reduced by 1% up to a minimum of 0%. Required masonry may be applied to any facade of the structure. [See Diagram A-1 (Lot Line) and (Village)]
- (f) For each 1% increase in dwelling size, the minimum amount of masonry is reduced by 1% up to a minimum of 25%. Required masonry must be applied to each facade of the structure at the required percentage. [See Diagram A-2 (Carriage) and (Town Home)]
- (g) These requirements apply to owner/builder required front yard landscaping to be located between the residence and the street.
- (h) Ornamental trees include evergreen trees.
- (i) All three car garages except on corner lots must be side or rear loading.
- (j) Side loading garages shall be located no less than 20 feet from roadway pavement edge.
- (k) The standard minimum front yard setback is 35 feet. The setback may not be reduced to less than 30 feet in order to avoid disturbances to natural resources or to increase the rear yard adjacent to the golf course. The Design Review Committee must approve any reduction in front yard setbacks.
- (l) Units must be staggered by at least six feet.
- (m) Maximum building heights for any dwelling unit, measured vertically from the highest point of the structure to the finished grade level on the perimeter of the structure, are established as follows:

| Type  | Maximum Building Height |
|---|-------------------------|
| Detached Single Family  | 35ft.*                  |
| Attached Single Family (Carriage and Townhouse)   | 35ft.                   |
| Notes:<br>* The height of a single-family detached unit may exceed 35 feet, up to a maximum of 41 feet, provided the living space of the dwelling unit does not exceed 2 stories above grade at the front elevation, and the height to the front eaves of the dwelling unit does not exceed 25 feet from the finished grade. The height of the lowest elevation of any designated fire ingress/egress point (door or window) shall not exceed 35 feet from the finished grade immediately below the ingress/egress point. (See Diagram A-3) |                         |

More stringent restrictions may be imposed on given homesites where deemed necessary by the developer's design review committee to protect the aesthetic integrity of the community.

**DIAGRAM A-3**

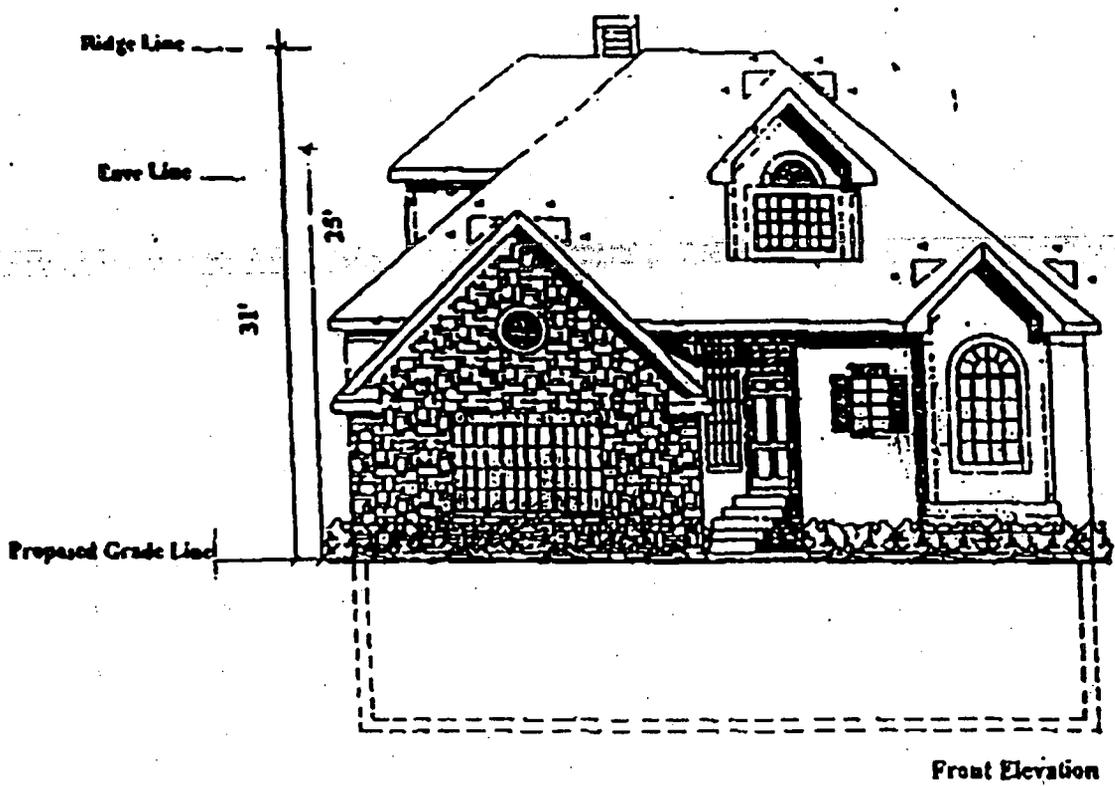
**Maximum Building Height**



|                       | <b>Masonry</b> | <b>Minimum Standard</b>  |
|-----------------------|----------------|--|
| <b>Materials List</b> |                |  |
| Brick                 | yes            | None   |
| Decorative Masonry    | yes            | None   |
| Natural Stone         | yes            | None   |
| Cultured Stone        | yes            | Stone Products Corp., Carriage Hill Stone Co., or equal                    |
| Dryvit (EFIS)         | yes            | None   |
| Stucco                | yes            | None   |
| Redwood               | no             | None   |
| Cedar                 | no             | None   |
| Composition siding    | no             | Innerseal by Louisiana-Pacific or equal. 25 year minimum Limited Warranty  |
| Vinyl Siding          | no             | Armco or equal. 0.044 minimum thickness, 40 year minimum Limited Warranty. |
| Vinyl Trim            | no             | Armco or equal. 0.044 minimum thickness, 40 year minimum Limited Warranty. |

**Diagram A-3 to**  
**The Design Review Guidelines**

**Maximum Building Height**



199900044543  
Filed for Record in  
CLERMONT COUNTY, OH  
CAROLYN GREEN  
On 11-01-1999 At 02:22 pm.  
DECLAR 110.00  
OR Book 1234 Page 827 - 852



**FIFTH (A) AMENDMENT AND SUPPLEMENT TO  
THE LEGENDARY RUN DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND RESERVATION OF EASEMENTS**

This Fifth (A) Amendment and Supplement to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements ("Amendment") is made as of the 17<sup>th</sup> day of June, 1999, by TRADITIONS INVESTMENTS-PIERCE, INC., an Ohio corporation ("Declarant") as follows:

WHEREAS, Declarant filed the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements on the 12th day of March, 1998, which Declaration is recorded in Official Record Book 1031, Page 762 of the Clermont County, Ohio Records to aid in the development of the property described therein ("Legendary Run"), which was modified by the First Amendment and Supplement thereto recorded at Official Record Book Volume 1087, Page 119, by the Third Amendment and Supplement thereto recorded at Official Record Volume 1145, Page 579, and by the Fourth Amendment and Supplement thereto recorded at Official Record Volume 1168, Page 1036, all of the Clermont County, Ohio Records (collectively, the Declaration, as so modified is hereinafter referred to as the "Declaration", and it being expressly stated herein that no Second Amendment and Supplement was ever filed);

WHEREAS, Declarant desires to provide for the preservation of values and amenities in Legendary Run and to provide for the maintenance of the Common Areas and Community Facilities (as defined in the Declaration) within Legendary Run;

WHEREAS, the Declaration provides, in Article II, that Declarant can annex property to the Development (as defined in the Declaration) and subject property to the terms and conditions of the Declaration.

NOW, THEREFORE, Declarant makes the following Amendment:

9900027118  
Filed for Record in  
CLERMONT COUNTY, OH  
CAROLYN GREEN  
On 06-25-1999 At 12:14 pm.  
DECLAR 34.00  
Book OR Vol. 1209 Pg. 1147 - 1153

The following provisions of the Declaration are amended as provided for in Article XIV of the Declaration.

1.1 Common Areas and Community Facilities.

Article I, Section 1(e) of the Declaration, which sets forth the definition of Common Areas and Community Facilities, is amended to include the property described in Exhibit A hereto and made a part hereof.

1.2 Property Subject to Declaration.

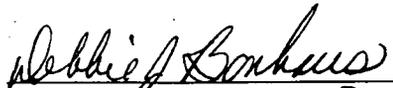
Article II, Section 1 of the Declaration, which sets forth the real property that is to be subject to the terms and conditions of the Declaration, is amended to include the real property described in Exhibit B hereto and made a part hereof.

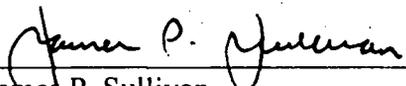
Except as expressly amended by this Amendment, the Declaration remains in full force and effect.

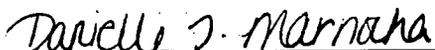
**IN WITNESS WHEREOF**, James P. Sullivan, Vice President and Treasurer of TRADITIONS Investments-Pierce, Inc., an Ohio corporation, has executed this Amendment on behalf of the corporation as of the date first above written.

Signed and acknowledged  
in the presence of:

TRADITIONS INVESTMENTS-PIERCE, INC.  
An Ohio corporation

  
Print Name: DEBBIE J. BONHAUS

By:   
James P. Sullivan,  
Vice President & Treasurer

  
Print Name: DANIELLE T. MARNAHA

STATE OF OHIO, COUNTY OF HAMILTON, SS:

The foregoing Amendment was acknowledged before me this 17<sup>th</sup> day of JUNE, 1999, by James P. Sullivan, Vice President and Treasurer of Traditions Investments-Pierce, Inc., an Ohio corporation, on behalf of such corporation.

Danielle T. Marnocha  
Notary Public

This instrument was prepared  
Andrew D. Graf, ESQ.  
BARRON, PECK & BENNIE  
One West Fourth Street  
Suite 1400  
Cincinnati, Ohio 45202-3618  
513/721-1350



DANIELLE T. MARNOCHA  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JUNE 30, 2003

EXHIBIT A

Instrument Book Vol. Page  
9900027118 OR 1209 1150

Situated in Eddins Military Survey No. 1366, Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and being all of Lots 169, 178 and 186 of the Legendary Run Subdivision, Section Two-B, as recorded in Plat Cabinet 8, Pages 180 and 181 inclusive, of the Clermont County, Ohio Records.

27 - 28 - 13E - 179,

27 - 28 - 13E - 188.

27 - 28 - 13E - 196.

\*For The Purpose Of Indexing Use  
Parcel # \_\_\_\_\_\*

**EXHIBIT B**

**Instrument Book Vol. Page**  
**9900027118 OR 1209 1151**

Situated in Eddins Military Survey No. 1366, Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and being all of Lots 165 through 191 inclusive of the Legendary Run Subdivision, Section Two-B, as recorded in Plat Cabinet 8, Pages 180 and 181 inclusive, of the Clermont County, Ohio Records.

28-13E-175, 176, 177, 178, 179, 180, 181,  
182, 183, 184, 185, 186, 187, 188,  
189, 190, 191, 192, 193, 194, 195,  
196, 197, 198, 199, 200, 201

CONSENT OF MORTGAGEE

The undersigned, WINCHESTER FUNDING, LTD., ("Mortgagee") is the holder of a Mortgage on a portion of the real estate described in the foregoing Fifth (A) Amendment and Supplement to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (the "Declaration") for Legendary Run from Traditions Investments-Pierce, Inc., dated September 25, 1996 and recorded in Official Record book 0884, Page 698 of the Mortgage Records of Clermont County, Ohio as amended.

Mortgagee hereby consents to the execution and delivery of the Declaration, together with the exhibits thereto, and consents to the filing thereof in the office of the Recorder of Clermont County, Ohio. Mortgagee hereby subjects and subordinates the above-described mortgage as amended to the easements, covenants and restrictions contained in the foregoing Declaration with all exhibits attached thereto; provided however, the mortgage shall not be subordinate in priority to any of the assessments that can be charged under or pursuant to the Declaration.

IN WITNESS WHEREOF, the Mortgagee has caused the execution of this Consent of Mortgage this 17<sup>th</sup> day of JUNE, 1999, by its duly authorized officer.

Signed and acknowledged  
in the presence of:

WINCHESTER FUNDING, LTD.,  
an Ohio limited liability company,

By Great Traditions Development Group, Inc.,  
Its Authorized Member

Debbie J. Bonhaus  
Print Name: BONHAUS, DEBBIE J.

By James P. Sullivan  
James P. Sullivan  
Its Vice President and Treasurer

Danielle T. Marnocha  
Print Name: DANIELLE T. MARNOCHA

STATE OF OHIO )  
) SS:  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of JUNE, 1999, by James P. Sullivan, as Vice President and Treasurer of Great Traditions Development Group, Inc., an Ohio corporation, and as the Authorized Member of Winchester Funding, Ltd., an Ohio limited liability company, on behalf of such corporation and limited liability company.

Danielle T. Marnocha  
Notary Public

Z:\DMB\LEGRUN\DECAMEND.5TH



DANIELLE T. MARNOCHA  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JUNE 30, 2003



**SIXTH AMENDMENT AND SUPPLEMENT TO  
THE LEGENDARY RUN DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND RESERVATION OF EASEMENTS**

This Sixth Amendment and Supplement to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements ("Amendment") is made as of the 26<sup>th</sup> day of August, 1999, by TRADITIONS INVESTMENTS-PIERCE, INC., an Ohio corporation ("Declarant") as follows:

WHEREAS, Declarant filed the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements on the 12th day of March, 1998, which Declaration is recorded in Official Record Book 1031, Page 762 of the Clermont County, Ohio Records to aid in the development of the property described therein ("Legendary Run"), which was modified by the First Amendment and Supplement thereto recorded at Official Record Book Volume 1087, Page 119, by the Third Amendment and Supplement thereto recorded at Official Record Volume 1145, Page 579, by the Fourth Amendment and Supplement thereto recorded at Official Record Volume 1168, Page 1036, and by the Fifth (A) Amendment and Supplement thereto recorded at Official Record Volume 1209, Page 1144, all of the Clermont County, Ohio Records (collectively, the Declaration, as so modified is hereinafter referred to as the "Declaration", and it being expressly stated herein that no Second Amendment and Supplement was ever filed);

WHEREAS, Declarant desires to provide for the preservation of values and amenities in Legendary Run and to provide for the maintenance of the Common Areas and Community Facilities (as defined in the Declaration) within Legendary Run;

WHEREAS, the Declaration provides, in Article II, that Declarant can annex property to the Development (as defined in the Declaration) and subject property to the terms and conditions of the Declaration.

NOW, THEREFORE, Declarant makes the following Amendment:

199900037045  
Filed for Record in  
CLERMONT COUNTY, OH  
CAROLYN GREEN  
On 09-02-1999 At 09:56 am.  
DECLAR      34.00  
OR Book 1223 Page 1571 - 1577

The following provisions of the Declaration are amended as provided for in Article XIV of the Declaration.

1.1 Common Areas and Community Facilities.

Article I, Section 1(e) of the Declaration, which sets forth the definition of Common Areas and Community Facilities, is amended to include the property described in Exhibit A hereto and made a part hereof.

1.2 Property Subject to Declaration.

Article II, Section 1 of the Declaration, which sets forth the real property that is to be subject to the terms and conditions of the Declaration, is amended to include the real property described in Exhibit B hereto and made a part hereof.

Except as expressly amended by this Amendment, the Declaration remains in full force and effect.

**IN WITNESS WHEREOF**, James P. Sullivan, Vice President and Treasurer of Traditions Investments-Pierce, Inc., an Ohio corporation, has executed this Amendment on behalf of the corporation as of the date first above written.

Signed and acknowledged  
in the presence of:

TRADITIONS INVESTMENTS-PIERCE, INC.  
An Ohio corporation

Mary S. Howbert  
Print Name: Mary S. Howbert

Teri E. Minter  
Print Name: TERI E. MINTER

By: James P. Sullivan  
James P. Sullivan,  
Vice President & Treasurer

STATE OF OHIO, COUNTY OF HAMILTON, SS:

Instrument Book Page  
199900037045 OR 1223 1573

The foregoing Amendment was acknowledged before me this 26<sup>th</sup> day of August, 1999, by James P. Sullivan, Vice President and Treasurer of Traditions Investments-Pierce, Inc., an Ohio corporation, on behalf of such corporation.

Mary S. Howbert  
Notary Public

This instrument was prepared  
Andrew D. Graf, ESQ.  
BARRON, PECK & BENNIE  
One West Fourth Street  
Suite 1400  
Cincinnati, Ohio 45202-3618  
513/721-1350



MARY S. HOWBERT  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JUNE 30, 2003

ag:ZADMBLEGRUN\DECAMEND.6TH

EXHIBIT A

Instrument      Book Page  
199900037045 OR 1223 1574

NO NEW PROPERTY

Instrument Book Page  
EXHIBIT B 199900037045 OR 1223 1575

Situated in Eddins Military Survey No. 1366, Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and being all of Lots 246 thru 280, inclusive of the Legendary Run Subdivision, Section One-B/Three-D, as recorded in Plat Cabinet 8, Pages 216 thru 219 inclusive, of the Clermont County, Ohio Records.

Parcels 27-28-14B - 227 thru 261,  
inclusive

\*For The Purpose Of Indexing Use

Parcel # 27-28-14B-227  
thru  
261.

ag:C:\GRAF\DMB\LEGRUN\6THAMD.LEG



**CONSENT OF MORTGAGEE**

The undersigned, FIRSTAR BANK, N.A. FKA STAR BANK, N.A. ("Mortgagee") is the holder of a Mortgage on a portion of the real estate described in the foregoing Sixth Amendment and Supplement to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (the "Declaration") for Legendary Run from Traditions Investments-Pierce, Inc., dated September 25, 1996 and recorded in Official Record Book 0990, Page 280 of the Clermont County, Ohio Records as amended.

Mortgagee hereby consents to the execution and delivery of the Declaration, together with the exhibits thereto, and consents to the filing thereof in the office of the Recorder of Clermont County, Ohio. Mortgagee hereby subjects and subordinates the above-described mortgage and any amendments thereto, to the easements, covenants and restrictions contained in the foregoing Declaration with all exhibits attached thereto; provided however, the mortgage shall not be subordinate in priority to any of the assessments that can be charged under or pursuant to the Declaration.

**IN WITNESS WHEREOF**, the Mortgagee has caused the execution of this Consent of Mortgagee this 30<sup>th</sup> day of August, 1999, by its duly authorized officer.

Signed and acknowledged

FIRSTAR BANK, N.A.,  
a national banking association

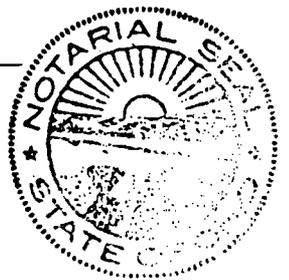
Annette M Higgins  
Print Name: ANNETTE M HIGGINS  
Shirley Kiebers-Vice  
Print Name: Shirley Kiebers-Vice

By: Wendy A Baumann  
Name: Wendy A Baumann  
Its: Assistant S. & President

STATE OF OHIO )  
 ) SS:  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of August, 1999, by Wendy A Baumann as AVP of Firstar Bank, N.A., a national banking association, on behalf of the same.

Annette M Higgins  
Notary Public **ANNETTE M. HIGGINS**  
Notary Public, State of Ohio  
My Commission Expires June 11, 2002



**CONSENT OF MORTGAGEE**

The undersigned, WINCHESTER FUNDING, LTD., ("Mortgagee") is the holder of a Mortgage on a portion of the real estate described in the foregoing Sixth Amendment and Supplement to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (the "Declaration") for Legendary Run from Traditions Investments-Pierce, Inc., dated September 25, 1996 and recorded in Official Record book 0884, Page 698 of the Mortgage Records of Clermont County, Ohio as amended.

Mortgagee hereby consents to the execution and delivery of the Declaration, together with the exhibits thereto, and consents to the filing thereof in the office of the Recorder of Clermont County, Ohio. Mortgagee hereby subjects and subordinates the above-described mortgage as amended to the easements, covenants and restrictions contained in the foregoing Declaration with all exhibits attached thereto; provided however, the mortgage shall not be subordinate in priority to any of the assessments that can be charged under or pursuant to the Declaration.

IN WITNESS WHEREOF, the Mortgagee has caused the execution of this Consent of Mortgagee this 26<sup>th</sup> day of August, 1999, by its duly authorized officer.

Signed and acknowledged  
in the presence of:

WINCHESTER FUNDING, LTD.,  
an Ohio limited liability company,

By Great Traditions Development Group, Inc.,  
Its Authorized Member

Mary S. Howbert  
Print Name: Mary S. Howbert

By James P. Sullivan  
James P. Sullivan  
Its Vice President and Treasurer

Teri E. Minter  
Print Name: TERI E. MINTER

STATE OF OHIO            )  
  ) SS:  
COUNTY OF HAMILTON    )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of August, 1999, by James P. Sullivan, as Vice President and Treasurer of Great Traditions Development Group, Inc., an Ohio corporation, and as the Authorized Member of Winchester Funding, Ltd., an Ohio limited liability company, on behalf of such corporation and limited liability company.

Mary S. Howbert  
Notary Public



MARY S. HOWBERT  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JUNE 30, 2003

26

**SEVENTH AMENDMENT AND SUPPLEMENT TO  
THE LEGENDARY RUN DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND RESERVATION OF EASEMENTS**

This Seventh Amendment and Supplement to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements ("Amendment") is made as of the 29<sup>th</sup> day of OCTOBER, 1999, by **TRADITIONS INVESTMENTS-PIERCE, INC.**, an Ohio corporation ("Declarant") and **LEGENDARY TRAILS, LTD.**, an Ohio limited liability company ("Owner") as follows:

Instrument      Book    Page  
199900044543 OR 1234    827

WHEREAS, Declarant filed the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements on the 12th day of March, 1998, which Declaration is recorded in Official Record Book 1031, Page 762 of the Clermont County, Ohio Records to aid in the development of the property described therein ("Legendary Run"), which was modified by the First Amendment and Supplement thereto recorded at Official Record Book Volume 1087, Page 119, by the Third Amendment and Supplement thereto recorded at Official Record Volume 1145, Page 579, by the Fourth Amendment and Supplement thereto recorded at Official Record Volume 1168, Page 1036, by the Fifth (A) Amendment and Supplement thereto recorded at Official Record Volume 1209, Page 1144, and by the Sixth Amendment and Supplement thereto recorded at Official Record Volume 1223, Page 1571, all of the Clermont County, Ohio Records (collectively, the Declaration, as so modified is hereinafter referred to as the "Declaration", and it being expressly stated herein that no Second Amendment and Supplement was ever filed);

WHEREAS, Declarant and Owner desire to provide for the preservation of values and amenities in Legendary Run and Legendary Trails (as hereinafter defined) and to provide for the maintenance of the Common Areas and Community Facilities (as defined in the Declaration) within Legendary Run and Legendary Trails;

WHEREAS, the Declaration contains provisions related to the Grant of Conservation Right in Form of an Easement recorded at Official Record Book 870, Page 455 of the Clermont County, Ohio Records (the "Conservation Easement") and to the Building Design Review Criteria For Proposed Planned Golf Development Community recorded at Official Record Book 870, Page 700 of the Clermont County, Ohio Records (the "ABDRC").

WHEREAS, the Conservation Easement and the BDRC do not apply to the real property described in Exhibit A and Exhibit B attached hereto and made a part hereof (collectively, the "Legendary Trails Property").

WHEREAS, the Declaration provides, in Article II, that Declarant can annex property to the Development (as defined in the Declaration) and subject property to the terms and conditions of the Declaration.

NOW, THEREFORE, Declarant and Owner make the following Amendment:

The following provisions of the Declaration are amended as provided for in Article XIV of the Declaration.

Instrument                      Book Page  
199900044543 OR 1234    828

1.1    Common Areas and Community Facilities.

Article I, Section 1(e) of the Declaration, which sets forth the definition of Common Areas and Community Facilities, is amended to include the real property described in Exhibit A hereto and made a part hereof.

1.2    Property Subject to Declaration.

Article II, Section 1 of the Declaration, which sets forth the real property that is to be subject to the terms and conditions of the Declaration, is amended to include the real property described in Exhibit B hereto and made a part hereof.

1.3    Nonapplicability of Conservation Easement.

Article XIII of the Declaration and any other provisions in the Declaration pertaining to the Conservation Easement do not apply to the Legendary Trails Property.

1.4    Design Review Criteria.

Article VI, Section 2 and Article VII of the Declaration and any other provisions in the Declaration pertaining to the BDRC, do not apply to the Legendary Trails Property. The design review criteria set forth in Exhibit C (the "Criteria") attached hereto and made a part hereof shall apply to the Legendary Trails Property and any reference in the Declaration to the BDRC shall instead refer to the Criteria. No structure on any Lot shall be built, erected, remodeled or altered in any way which materially changes the exterior appearance thereof until and unless detailed Plans and Specifications therefor shall have been submitted and approved in writing pursuant to the Criteria. Such Plans and Specifications shall be in such form and shall contain such information as the Design Review Committee, as established in the Criteria, may reasonably require. The Design Review Committee may charge reasonable fees for the processing of Plans and Specifications to offset its actual costs, including inspection cost incurred in such processing. No approval of Plans and Specifications and no publication of standards shall be construed as representing or implying that such Plans, Specifications or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any Living Unit or other improvement built in accordance therewith be built in a good and workmanlike manner.

1.5    Private Access Easements. The Private Access Easements as depicted on the subdivision plat for Legendary Trails (Plat Book 8, Page 257-2) of the Clermont County, Ohio Records) shall be for the exclusive benefit of those lots adjacent to such Private Access Easements. Specifically, there shall be a Private Access Easement for the benefit of Lots 11 and 13, for the benefit of Lots 14, 15 and 16, and for the benefit of Lots 24, 37, 38 and 39. The owners of

Lots benefitted by a Private Access Easement shall be equally responsible for the maintenance, upkeep and repair of the particular Private Access Easement benefitting the Lots.

1.6 Floodway Easements. The Floodway Easements as depicted on the subdivision plat for Legendary Trails (Plat Book 8 \_\_, Page ~~257-262~~ of the Clermont County, Ohio Records) shall be part of the storm water facilities for Legendary Run and shall be maintained pursuant to Article XI of the Declaration.

Instrument Book Page  
199900044543 OR 1234 829

Except as expressly amended by this Amendment, the Declaration remains in full force and effect.

**IN WITNESS WHEREOF**, Declarant and Owner have caused this Amendment to be executed as of the date first above written.

**DECLARANT:**

Signed and acknowledged  
in the presence of:  
(as to both)

TRADITIONS INVESTMENTS-PIERCE, INC.  
an Ohio corporation

*Mary S. Howbert*

Print Name: Mary S. Howbert

By: *James P. Sullivan*  
James P. Sullivan,  
Vice President & Treasurer

*Linda D. Shafer*

Print Name: Linda D. Shafer

**OWNER:**

LEGENDARY TRAILS, LTD.,  
an Ohio limited liability company

By Great Traditions Development  
Group, Inc., an Ohio corporation  
Its Authorized Member

By: *James P. Sullivan*  
Name: JAMES P. SULLIVAN  
Its: VICE PRESIDENT & TREASURER

STATE OF OHIO, COUNTY OF HAMILTON, SS:

The foregoing Amendment was acknowledged before me this 28<sup>th</sup> day of October, 1999, by James P. Sullivan, Vice President and Treasurer of Traditions Investments-Pierce, Inc., an Ohio corporation, on behalf of such corporation.



Mary S. Howbert  
Notary Public

MARY S. HOWBERT  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JUNE 30, 2003

STATE OF OHIO, COUNTY OF HAMILTON, SS:

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of October, 1999 by James P. Sullivan, as VP + Treasurer of Great Traditions Development Company, Inc., an Ohio corporation and the managing member of Legendary Trails, Ltd., an Ohio limited liability company, on behalf of the corporation and the limited liability company.



Mary S. Howbert  
Notary Public

MARY S. HOWBERT  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JUNE 30, 2003

This instrument was prepared:

Andrew D. Graf, Esq.  
Barron, Peck & Bennie  
One West Fourth Street  
Suite 1400  
Cincinnati, Ohio 45202-3618  
513/721-1350  
X:\ADG\DECAMEND.7TH

**CONSENT OF MORTGAGEE**

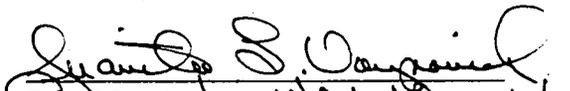
The undersigned, **TOWNE DEVELOPMENT GROUP, LTD.** ("Mortgagee") is the holder of a Mortgage on a portion of the real estate described in the foregoing Seventh Amendment and Supplement to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (the "Declaration") for Legendary Run from Legendary Trails, Ltd. dated July 14, 1999 and recorded in Official Record Book 1213, Page 1886 of the Mortgage Records of Clermont County, Ohio as amended.

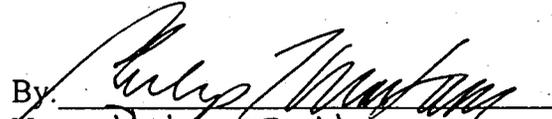
Mortgagee hereby consents to the execution and delivery of the Declaration, together with the exhibits thereto, and consents to the filing thereof in the office of the Recorder of Clermont County, Ohio. Mortgagee hereby subjects and subordinates the above-described mortgage as amended to the easements, covenants and restrictions contained in the foregoing Declaration with all exhibits attached thereto; provided however, the mortgage shall not be subordinate in priority to any of the assessments that can be charged under or pursuant to the Declaration.

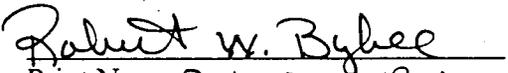
**IN WITNESS WHEREOF**, the Mortgagee has caused the execution of this Consent of Mortgagee this 29 day of Oct., 1999, by its duly authorized member.

Signed and acknowledged

TOWNE DEVELOPMENT GROUP, LTD.,  
an Ohio limited liability company,

  
Print Name: Janina H. Doynovich

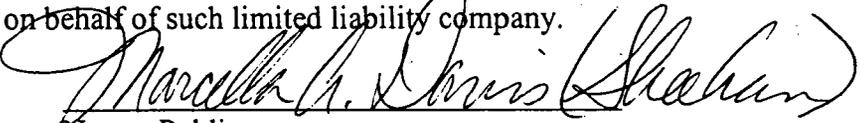
By:   
Name: Philip T. Montanus  
Its: Authorized Member

  
Print Name: Robert W. Bybee

STATE OF OHIO            )  
  )    SS:  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of October, 1999, by Philip T. Montanus as the Authorized Member of Towne Development Group, Ltd., an Ohio limited liability company, on behalf of such limited liability company.



  
Notary Public

**Marcella A. Davis (Sheehan)**  
Notary Public, State of Ohio  
My Commission Expires Oct. 6, 2002

X:\ADG\DECAMEND.7TH

**CONSENT OF MORTGAGEE**

The undersigned, WINCHESTER FUNDING, LTD., ("Mortgagee") is the holder of a Mortgage on a portion of the real estate described in the foregoing Seventh Amendment and Supplement to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (the "Declaration") for Legendary Run from Legendary Trails, Ltd. dated July 14, 1999 and recorded in Official Record Book 1213, Page 1863 of the Mortgage Records of Clermont County, Ohio as amended.

Mortgagee hereby consents to the execution and delivery of the Declaration, together with the exhibits thereto, and consents to the filing thereof in the office of the Recorder of Clermont County, Ohio. Mortgagee hereby subjects and subordinates the above-described mortgage as amended to the easements, covenants and restrictions contained in the foregoing Declaration with all exhibits attached thereto; provided however, the mortgage shall not be subordinate in priority to any of the assessments that can be charged under or pursuant to the Declaration.

IN WITNESS WHEREOF, the Mortgagee has caused the execution of this Consent of Mortgagee this 29<sup>th</sup> day of OCTOBER, 1999, by its duly authorized officer.

Signed and acknowledged

WINCHESTER FUNDING, LTD.,  
an Ohio limited liability company

By Great Traditions Development Group, Inc.,  
Its Authorized Member

Mary S. Howbert  
Print Name: Mary S. Howbert

By James P. Sullivan  
James P. Sullivan  
Its Vice President and Treasurer

Linda D. Shafer  
Print Name: Linda D. Shafer

STATE OF OHIO                    )  
  )    SS:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of October, 1999, by James P. Sullivan, as Vice President and Treasurer of Great Traditions Development Group, Inc., an Ohio corporation, and as the Authorized Member of Winchester Funding, Ltd., an Ohio limited liability company, on behalf of such corporation and limited liability company.

X:\ADG\DECAMEND.7TH



Mary S. Howbert  
Notary Public

MARY S. HOWBERT  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JUNE 30, 2003

Instrument      Book Page  
199900044543 OR 1234 833

**EXHIBIT A**

There are no Common Areas or Community Facilities to be included.

**EXHIBIT B**

Instrument      Book Page  
199900044543 OR 1234 834

Situated in Eddins Military Survey No. 1366 and Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and being all of Lots 1 through 39 inclusive of Legendary Trails Subdivision as recorded in Plat Book 8, Pages 257 - 262 of the Clermont County, Ohio records.

*out of parcel 27-28-13C-006*

# EXHIBIT C

Instrument      Book Page  
199900044543 OR 1234 835

## **Building Design Review Criteria For Legendary Trails**

**July 1, 1999**

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# **BUILDING DESIGN REVIEW CRITERIA**

## **INTRODUCTION**

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The golf community development is a master planned community being developed by Legendary Trails, Ltd. (the "Developer"), consisting of natural rolling hills, indigenous woodlands and gently flowing creeks located south of Bradbury and north and south of White Oak Road, east and west of Merwin-Ten Mile Road, and north of Locust Corner Road in Pierce Township (the "Property"). The natural beauty of this land combined with a championship golf course, clubhouse and swim and tennis facility will establish the Property as one of Ohio's premier golf course communities.

Great care has been taken in the planning, design and construction phases of the community to ensure the Property's natural beauty is retained and that the community is characterized by high quality residential construction. To these ends, it is paramount that the housing designs, exterior materials and construction process are closely monitored so as to make the homes as special and aesthetically pleasing as the land itself.

## **DESIGN REVIEW PROCESS**

To accomplish the Developer's goal of architectural integrity, quality and balance of the built environment with the existing natural environment, the Developer has decided to establish a Design Review Committee to review and approve all building designs, exterior materials, site plans, landscaping plans and color combinations prior to submittal to the Township for issuance of a Zoning Certificate.

Neither the Design Review Committee, nor the design criteria that it will utilize, seeks to make judgments as to what is beautiful. The objective is not to discourage creativity nor infringe upon the freedom of individual expression. Indeed, design creativity is not only welcomed but encouraged.

The Design Review Committee, through the application of design criteria, seeks only to coordinate the many directions of all residents, to create harmony with the natural environment, and to protect mutual interests in individual investments of all residents in the community.

## **DESIGN REVIEW COMMITTEE**

The Design Review Committee shall consist of three members. Pursuant to the Homeowner's Declaration, the Developer shall appoint two of the Design Review Committee members and Pierce Township shall appoint one member.

The Design Review Committee will review plans at the schematic design stage if submitted, at the completion of working drawings, and upon the completion of the planned improvement. Members of the Committee shall be as follows:

TBD, (Developer Appointee)

TBD, (Developer Appointee)

TBD, (Township Appointee)

When, in the opinion of the Design Review Committee, additional technical support is needed, the following types of consultants may be utilized by the Design Review Committee:

Landscape Architect

Civil Engineer

The address of the Design Review Committee is 3650 Park 42 Drive, Cincinnati, Ohio 45241. Meetings of the Design Review Committee shall be on an as needed basis, with at least 48 weekday hours notice given to the Township's representative. The Design Review Committee shall exercise diligence in acting upon building plans promptly so as not to delay planning, design or construction progress.

Plans will be reviewed according to the criteria hereinafter included. No construction, tree removal, grading, addition, or exterior staining/painting involving a color change, shall commence without written approval of the Design Review Committee. This includes but is not limited to such structures as basketball goals, play sets, dog houses, swimming pools, fences, etc. The basis for approvals shall be the plans as submitted and on record. Proposed changes in plans following approvals must be resubmitted in writing to the Design Review Committee.

The Developer of the Property and the Township may, in accordance with the Homeowner's Declaration for the property replace any of their respective existing members of the Design Review Committee.

The Design Review Committee will review and approve, approve with comment, or disapprove each submission. Technical review standards include conformance with the approved Detailed Construction Plans and all items identified in Table A, such as lot area and dimensions, conformance to minimum setback and yard requirements, minimum floor area requirements and minimum masonry requirements.

The Design Review Committee shall have authority for approving or disapproving each submission based upon architectural, engineering and landscape design character, massing and detailing, and compatibility of materials and colors in relationship to other homes within the neighborhood and from prominent and/or important view lines. The Design Review Committee does not have authority to grant any variance from the requirements of the Township Zoning Regulations.

The Design Review Committee has the discretion to issue partial design review approval for footings, foundations and framing prior to receipt and approval of exterior selections and a landscape plan.

## PRELIMINARY BUILDING PLANS

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Prior to commencing preparation of working drawings (final engineering and architectural) it is recommended that the applicant informally submit to the Design Review Committee preliminary plans to assure conceptual acceptability; two copies of the plan should be submitted to the offices of the Design Review Committee. Preliminary plans should include:

1. A site development plan showing proposed building and driveway location, any proposed change in existing topography, approximate location of existing trees 6" or greater in caliper and proposed retaining walls.
2. Sketches of building elevations showing exterior appearance and exterior materials of all sides.
3. Sketch of building floor plans.

The Design Review Committee will review the sketch plans and promptly return them to the applicant with comments, enabling the applicant to proceed with detailed design and preparation of final working.

## APPROVAL OF FINAL BUILDING PLANS

Prior to submission to the Township for a Zoning Certificate, four copies of complete site development and building plans to scale, shall be reviewed and approved by the Design Review Committee. These plans must include:

- (1) grading plan showing finished contours; (maximum contours shall be 2');
- (2) existing environmental features (e.g. ravines, creeks, significant trees stands, etc.) and resource protection areas, if any, subject to a conservation easement;
- (3) proposed building pad and lot number, with dimensions and lot setbacks, distances and all applicable easements;
- (4) proposed retaining walls;
- (5) driveway location with dimensions and type of surface materials;
- (6) complete architectural plans and specifications including structural details, floor plans, decks or balconies, and elevations clearly depicting the design and exterior appearance including roof pitches, types of materials, color trim and detail for each side of the structure (on a scale of no less than 1/8" = 1');
- (7) landscape plan including all exterior lighting.

## **SITE INSPECTIONS**

The Design Review Committee shall have the right to enter upon and inspect any property at any time before, during and upon the completion of work for which approval is necessary. Upon completion of construction, the applicant shall notify the Design Review Committee so a final inspection can be scheduled. If the improvements are considered substantially complete and in compliance with the approved plans, the Design Review Committee will issue a Certificate of Conformance and notify the Township.

If the Design Review Committee determines that it is appropriate, it may issue a Conditional Certificate of Conformance, indicating the improvements have been substantially completed in accordance with approved plans, but noting certain items which have not been completed due to inclement weather or other reasons beyond the reasonable control of the applicant, and still need to be completed. The Design Review Committee shall not issue any Conditional Certificate of Conformance unless the Committee first reserves adequate assurance that the incomplete items will be completed as soon as reasonably practicable.

Builders and property owners are forewarned the Homeowner's Declaration governing the planned golf community provides for the remedy or removal of any nonconforming improvements. The cost of the remedy or removal shall be borne by the builder and/or the property owner.

## **DESIGN CRITERIA AND MATERIALS**

The design criteria and building materials approved for each building type are listed in Table A which is attached to these Design Review Criteria and have also been recorded against the Property. For each building type to be constructed on the Property, an evaluation of the appropriate building materials and design criteria has been made in accordance with Table A. This evaluation takes into consideration architectural style and targeted market of the home.

## **BUILDING SETBACKS**

Specific setback requirements are established on the record plat in accordance with the Pierce Township Zoning Code except to the extent that more stringent building setbacks are imposed by the Developer by means of separate instruments, and should be referenced prior to planning any construction activity. These setback requirements are created based on the housing type, lot size, desired street scene, etc.

## **EXTERIOR MATERIALS**

The exterior of each residence shall be consistent with the high quality of the overall community. It is required that all exterior finish materials be consistently applied to all sides of the building attached.

The composition of all pitched roofs is to be cedar shake shingles, slate or asphaltic shingles. Asphaltic shingles must be dimensional and 240 lbs. or heavier. Required roof pitches are identified in Table A attached.

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The exposed portion of a chimney may be constructed of any approved building material provided that (1) the material is in keeping with the other materials in use on the structure; (2) the material has been selected to add architectural detail to the residence; and (3) the material complies with all applicable building and fire code requirements. All exposed flues including spark arresters other than clay shall have a cowl or other surrounding material approved in advance by the Design Review Committee which screens the view of the flue.

The attached Table A identifies housing types required to have side or rear entry access. The Design Review Committee may grant an exception from this requirement where the size or shape of the home would preclude a functional approach to the garage.

## **METERS AND EQUIPMENT**

Utility meters and air conditioning equipment must be located only in the side or rear yard, unless the Design Review Committee gives a site specific design exception due to the architectural character of the home and all improvements are screened from public view. Pool equipment may be allowed in rear yards when proper siting and screening has been approved by the Design Review Committee. Mechanical equipment shall be located in such a manner as to minimize offensive noises, odors and appearance to adjoining properties, including the golf course. Equipment shall be landscaped and/or screened and shall be located on the appropriate drawings and documents.

All plumbing vents and roof ventilators shall be installed so as not to be seen from any street side of the home. Additional measures should be taken whenever feasible to reduce exposure of the same from view of the golf course. All plumbing vents or other roof appurtenances must be painted to match the roof color in order to minimize their appearance.

## **WALLS AND FENCES**

Walls and fences are considered an extension of the architecture of the residence. They are used to make transitions between the mass of the architecture and natural forms of the site. All walls and fences shall be designed to be compatible with the total surrounding environment and shall not block natural views. Fences, walls and hedges are considered design elements to enclose and define courtyards, to extend and relate the building forms to the landscape, and to provide security and privacy to the property. Although it is encouraged that homeowners add trees and shrubs to their yards, the installation of row like plantings will be discouraged.

All walls and fences must be approved by the Design Review Committee prior to installation. Prefab wood fencing or chain link will not be permitted within the community. Maximum height for walls and fences is 6' above grade. The Design Review Committee will review requests for adjustments to height and material usage on a case-by-case basis.

Retaining walls which attach to the residence should utilize the same materials that the wall comes in contact with. All retaining walls shall be made from stone, brick, landscape ties or other approved materials. Final design and materials must be approved by the Design Review Committee.

In-ground pool and tennis court fencing must receive Design Review Committee approval and meet the typical setback requirements.

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## **MAILBOXES**

The Design Review Committee requires the installation of a standardized mailbox prior to final site inspection and release of the Lot Development Deposit (LDD). A vendor for the acquisition of the mailbox has been approved by the Design Review Committee. The payment for the mailbox and its installation is the responsibility of the lot owner.

## **EXTERIOR LIGHTING**

As with all exterior design work, lighting should be used to enhance the overall design concept of the home in an aesthetically pleasing manner. Exterior pool and landscape lighting must not infringe upon adjacent neighbors. Glare shields are required to eliminate bright spots and glare sources. Exterior lighting which utilizes low-voltage or similar non-glare direct task type fixtures mounted as close to grade as possible is encouraged. No bare light bulbs are permitted to be visible. All lighting fixtures and appurtenances must be as inconspicuous as possible, especially if lights are visible above grade level. Written approval from the Design Review Committee is required prior to the installation of any exterior lighting.

## **POOLS AND TENNIS COURTS**

The construction of in-ground swimming pools, spas and tennis courts is permissible provided such structures comply with the minimum setback requirements. In addition, the location, design and use of all materials must be approved by the Design Review Committee.

## **PLAY EQUIPMENT**

The Property is a community of family, professional and empty nester households. Due to this diversity it is important to be respectful of the overall image of the community. To create a harmonious order, minimum design standards are established for all play equipment. All play sets including swings, forts and climbers must be constructed of natural materials. Tenting is permitted on the play sets but must be neutral, green or blue in color. Harsh primary or neon colors are not permitted. Design Review Committee approval is required of all play sets. The applicant must submit a representation of the equipment proposed along with a plan of the lot which locates the placement of the proposed construction. Landscape screening of the equipment may be required by the Committee to reduce views from roadways and adjoining properties.

Basketball courts are permitted as long as the goal is located behind the projection of the front plane of the house. Poles must be black or white in color, with clear, white or grey backboards exclusive of ornamentation. Roof or wall mounted backboards are not permitted. Applicants must submit a plan of the lot with the proposed location of the pole to the Design Review Committee for approval.

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## REFUSE AND STORAGE AREAS

Garbage and refuse shall be placed in containers and shall be capped or contained in such a manner they are inaccessible to animals. These containers shall be concealed within the homes or screened by landscaping sufficient to ensure that they are not visible from the street, adjoining homesites or the golf course.

## HEIGHT RESTRICTIONS

Maximum building heights for the development, measured vertically from the highest point of the structure to the average natural grade level on the perimeter of the structure, are established as follows. These requirements do not supercede the requirements in the Pierce Township Zoning Code.

| Type   | Maximum Building Height |
|--|-------------------------|
| Detached Single Family   | 35ft.*                  |
| Attached Single Family (Carriage and Townhouse)  | 35ft.                   |
| <p>Notes:</p> <ul style="list-style-type: none"> <li>* The height of a single-family detached unit may exceed 35 feet, up to a maximum of 41 feet, provided the living space of the dwelling unit does not exceed 2 stories above grade at the front elevation, and the height to the front eaves of the dwelling unit does not exceed 25 feet from the finished grade. The height of the lowest elevation of any designated fire ingress/egress point (door or window) shall not exceed 35 feet from the finished grade immediately below the ingress/egress point. (See Table A, Diagram A-3 at back of document)</li> </ul> |                         |

More stringent restrictions may be imposed on given homesites where deemed necessary by the developer's Design Review Committee to protect the aesthetic integrity of the community.

## SIZE RESTRICTIONS

The minimum square foot sizes for the homes on the Property are listed in Table A attached to these Design Criteria. Each home will be evaluated based on its individual impact on the homesite, the homes in close proximity, and the community as a whole.

## LANDSCAPING

### VACANT HOMESITES

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All homesites purchased from the developer and remaining vacant are the responsibility of the property owner for periodic maintenance. No stocking of material, firewood or temporary shelters will be permitted on any vacant homesite without prior approval by the Design Review Committee. In the event the lot owner does not provide the required maintenance, the Association will cause this work to be done at the owner's expense.

### NATURAL FEATURES

Throughout the Property a number of fine mature trees exist. Many are located in prominent view from streets, roads and the golf course, giving them special significance. The community has taken a positive step toward the recognition and protection of such trees by requiring approval by the Design Review Committee to remove any tree, on any building lot outside the building and driveway footprint as shown on the Plot Plan, with a minimum trunk diameter over six (6) inches at four (4) feet above natural grade (diameter at breast height - DBH).

In addition to the already established vegetation many other plant types will be acceptable for use within the community. The Design Review Committee will take into consideration all elements of the individual landscape plan and plant materials selected during the approval process.

Fundamental to the design criteria is the need for gardens and lawns to harmonize with the native terrain and natural beauty of the community. Owners will be encouraged by the Design Review Committee to landscape their homesite with plant material indigenous to the area.

### GRADING AND EXCAVATING

The design and development concepts of the Property call for the maintenance of the natural features in as much of the original condition as possible.

The Design Review Committee is particularly conscious of site utilization and desires not to disrupt the natural terrain unnecessarily. The Design Review Committee encourages all applicants and property owners to locate structures sympathetically with the specific homesite. It is important to remember the beauty of the development is the land and its natural features and the architecture should compliment and enhance rather than compete with or destroy this beauty.

In order to assure compliance with this philosophy, a grading plan will be required as a part of the final design submittal. Grading approval must be obtained from the Design Review Committee before earth is moved or removed from a specific homesite. Absolutely no grading whatsoever shall be permitted without first obtaining written authorization.

All grading reviews shall be subject to the jurisdiction of the Design Review Committee and shall be considered individually for each lot. In addition to the grading and excavation requirements of Clermont County, Committee recommendations or requirements will be based upon individual homesite location, terrain, soil conditions, drainage, cuts and fills, and other specific conditions the Design Review Committee feels impact upon the site design.

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## LANDSCAPE PLAN

A strong emphasis is placed on landscaping in the Design Review process. Quality landscaping is important to both the appearance of each individual home and the overall continuity of the community, and each Design Review submittal must satisfy the landscaping requirements of Table A.

To assure the overall beauty of the Property is preserved and enhanced, the Design Review Committee must review and approve plans for each individual residence. Front and rear yards may be seeded with straw, stolonized or hydroseeded. Grass types are restricted to fescue, bluegrass, and rye unless otherwise approved. The Design Review Committee requires shade trees planted in each front yard in accordance with Table A. Landscaping for homes on corner lots must include all sides of the house facing roadways.

The Property has been designed utilizing the natural elements as much as possible. Various hardwoods and other trees are common within the community and it is the intent of the Design Review Committee to maintain this landscape integrity.

The determining factor of good landscape design is the integration of the architecture with the location of the residence. The Design Review Committee will take into account the relationship between the home, site, adjacent homes, views, prevailing breezes, golf course and other amenities in making approval decisions regarding specific landscape plans.

Landscape plans shall be detailed and accurately drawn to an appropriate scale (not less than 1" = 20'). The plans shall show pertinent site and architectural information including existing and proposed contours and elevations, drainageways, existing trees over 6" caliper, driveways, walks and an accurate outline of the existing and / or proposed building with doors, windows, stoops, decks, retaining walls, spas, hot tubs and other features shown. The materials of outdoor surfaces such as walks, decks, patios, driveways, courtyards, etc., shall be specified.

## LOT DEVELOPMENT DEPOSIT

A Lot Development Deposit (LDD) must be submitted to the Design Review Committee prior to approval of any improvement. This deposit will be retained by the Committee to assure all homes in the community receive a minimum landscaping package. This deposit shall also serve as a deposit to be used toward the repair of damages to community property as a result of the builders or owners actions or inaction.

The amount of this deposit is subject to change from time to time. The full amount of the deposit is refundable, less any justifiable expenses, within 30 days of the issuance of a Certification of Conformance, or for Conditional Certificates of Conformance, within 30 days after the fulfillment of the incomplete items described in the Conditional Certificate of Conformance, providing no significant discrepancies are remaining. Deficiencies noted at the final inspection will cause the return of the deposit to be delayed until such time as the deficiencies are remedied.

## **GENERAL COMMUNITY STANDARDS**

### **TEMPORARY IMPROVEMENTS**

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199900044543 OR 1234 846

No temporary building or structure shall be permitted except for trailers, barricades, trash receptacles or portable toilets as may be approved or required by the Design Review Committee. The existence of these structures will only be permitted during the construction period for a permanent improvement.

### **SITE CLEANLINESS**

All sites must be kept free of loose debris and other non-indigenous waste materials. During construction, the builder is required to maintain a trash receptacle of sufficient size to contain all debris from the project, and to cause the removal of the trash periodically in order to avoid overloading the receptacle to the point the debris projects above the top rim.

During the construction period it is critical that all loose debris be contained on a daily basis and that no debris is allowed to blow onto adjacent homesites or the golf course.

### **SIGNS**

The installation of signs other than those specifically approved by the developer, are strictly prohibited. This signage restriction includes but is not limited to builders, subcontractors, realtors, lender, architect and suppliers. Standardized community signs benefiting the Developer and Featured Builders for the development are permitted. Signs of a temporary nature which advertise the development of the community shall be removed when 95% of the lots have been sold to homeowners. Temporary signs on individual lots advertising the builder shall be removed when the home has been transferred to the homeowner.

### **REMODELING AND ADDITIONS**

It is required that all plans for remodeling or additions that alter the exterior appearance of any permanent structure or homesite be approved by the Design Review Committee. All of the requirements and guidelines in this document, as well as applicable governmental approvals, apply to these types of improvements.

# DESIGN REVIEW CHECKLIST AND APPLICATION

The Design Review Criteria has been established for the benefit of all Property Featured Builders and homeowners. Please fill out the checklist below and submit with each plan to Great Traditions Land & Development Co., 3650 Park 42 Drive, Cincinnati, OH 45241, for approval by the Design Review Committee.

Recorded Lot# \_\_\_\_\_ Submission Date: \_\_\_\_\_

Lot Address: \_\_\_\_\_

Applicant: \_\_\_\_\_ Contact: \_\_\_\_\_

Return Address: \_\_\_\_\_

Engineer: \_\_\_\_\_ Contact: \_\_\_\_\_

Landscaper: \_\_\_\_\_ Contact: \_\_\_\_\_

**Submitted For:**

Preliminary Design Review

*(Refer to the Design Review Criteria for submission requirements)*

Final Working Drawing Review

Four sets of plans are enclosed (Two sets of plans will be returned to the applicant)

Four plot plans are enclosed (Two plot plans will be returned to the applicant)

Two Landscape plans enclosed

Lot Development Deposit (LDD)

Exterior material selections enclosed, i.e. roof, brick/stone, siding, trim, walls, etc. (Paint samples are included for all exterior materials).

REVIEW COMMENTS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Approved

By: \_\_\_\_\_

Not Approved

Date: \_\_\_\_\_

Notes:

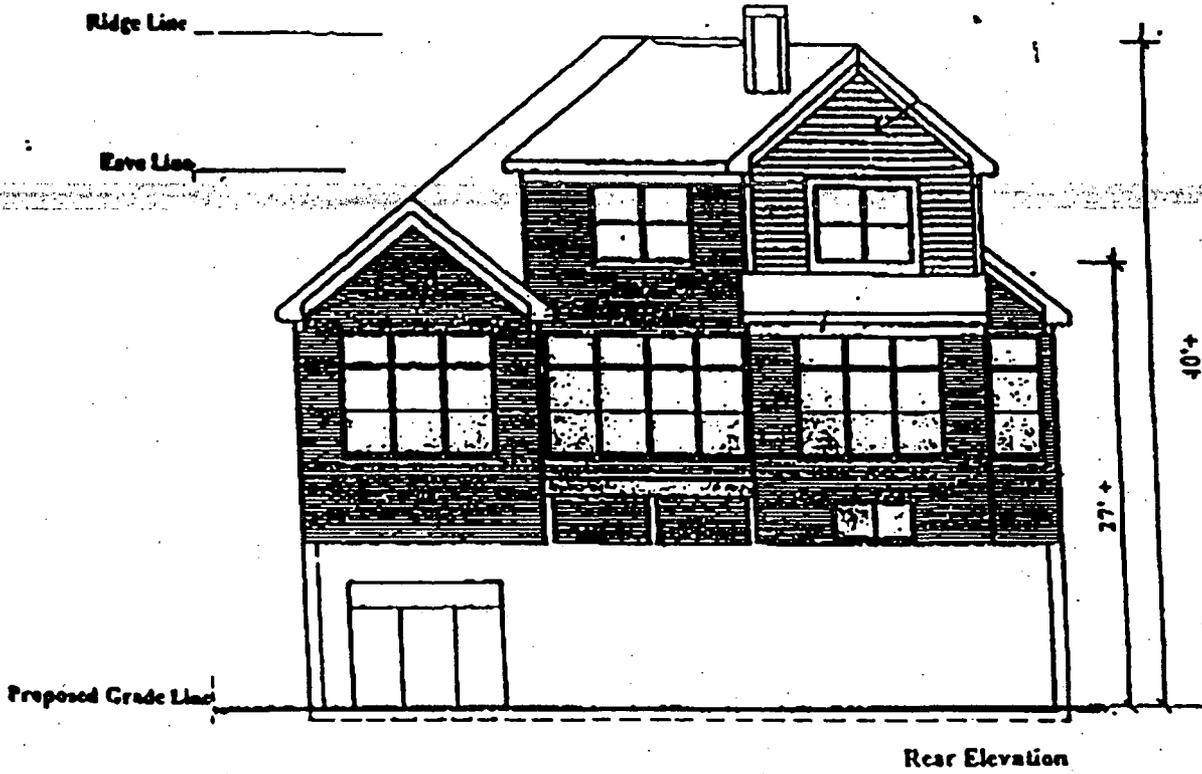
- (a) Average width of units must be a minimum of 24 feet for each building.
- (b) The standard minimum front yard setback is 50 feet. The setback may not be reduced to less than 35 feet when it is necessary to avoid disturbances to natural resources. The Design Review Committee must approve any reduction in front yard setbacks.
- (c) Zero setback is permitted. A minimum of 10 feet horizontal separation shall be maintained between dwelling units.
- (d) Masonry materials include: brick, stone, cultured stone, dryvit, stucco, and decorative masonry products.
- (e) For each 1% increase in dwelling size, the minimum amount of masonry is reduced by 1% up to a minimum of 0%. Required masonry may be applied to any facade of the structure. [See Diagram A-1 (Lot Line) and (Village)]
- (f) For each 1% increase in dwelling size, the minimum amount of masonry is reduced by 1% up to a minimum of 25%. Required masonry must be applied to each facade of the structure at the required percentage. [See Diagram A-2 (Carriage) and (Town Home)]
- (g) These requirements apply to owner/builder required front yard landscaping to be located between the residence and the street.
- (h) Ornamental trees include evergreen trees.
- (i) All three car garages except on corner lots must be side or rear loading.
- (j) Side loading garages shall be located no less than 20 feet from roadway pavement edge.
- (k) The standard minimum front yard setback is 35 feet. The setback may not be reduced to less than 30 feet in order to avoid disturbances to natural resources or to increase the rear yard adjacent to the golf course. The Design Review Committee must approve any reduction in front yard setbacks.
- (l) Units must be staggered by at least six feet.
- (m) Maximum building heights for any dwelling unit, measured vertically from the highest point of the structure to the finished grade level on the perimeter of the structure, are established as follows:

| Type  | Maximum Building Height |
|---|-------------------------|
| Detached Single Family  | 35ft.*                  |
| Attached Single Family (Carriage and Townhouse)   | 35ft.                   |
| Notes:<br>* The height of a single-family detached unit may exceed 35 feet, up to a maximum of 41 feet, provided the living space of the dwelling unit does not exceed 2 stories above grade at the front elevation, and the height to the front eaves of the dwelling unit does not exceed 25 feet from the finished grade. The height of the lowest elevation of any designated fire ingress/egress point (door or window) shall not exceed 35 feet from the finished grade immediately below the ingress/egress point. (See Diagram A-3) |                         |

More stringent restrictions may be imposed on given homesites where deemed necessary by the developer's design review committee to protect the aesthetic integrity of the community.

**DIAGRAM A-3**

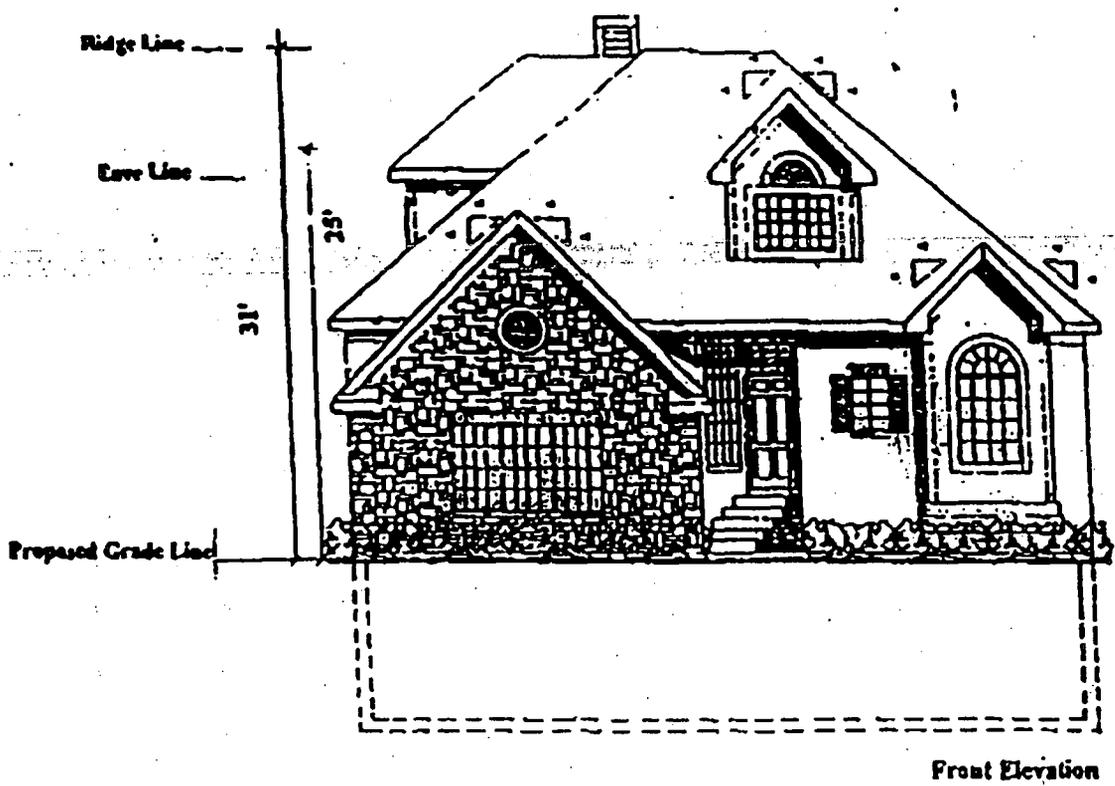
**Maximum Building Height**



|                       | <b>Masonry</b> | <b>Minimum Standard</b>  |
|-----------------------|----------------|--|
| <b>Materials List</b> |                |  |
| Brick                 | yes            | None   |
| Decorative Masonry    | yes            | None   |
| Natural Stone         | yes            | None   |
| Cultured Stone        | yes            | Stone Products Corp., Carriage Hill Stone Co., or equal                    |
| Dryvit (EFIS)         | yes            | None   |
| Stucco                | yes            | None   |
| Redwood               | no             | None   |
| Cedar                 | no             | None   |
| Composition siding    | no             | Innerseal by Louisiana-Pacific or equal. 25 year minimum Limited Warranty  |
| Vinyl Siding          | no             | Armco or equal. 0.044 minimum thickness, 40 year minimum Limited Warranty. |
| Vinyl Trim            | no             | Armco or equal. 0.044 minimum thickness, 40 year minimum Limited Warranty. |

**Diagram A-3 to**  
**The Design Review Guidelines**

**Maximum Building Height**



199900044543  
Filed for Record in  
CLERMONT COUNTY, OH  
CAROLYN GREEN  
On 11-01-1999 At 02:22 pm.  
DECLAR 110.00  
OR Book 1234 Page 827 - 852



1

**EIGHTH AMENDMENT AND SUPPLEMENT TO  
THE LEGENDARY RUN DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND RESERVATION OF EASEMENTS**

This Eighth Amendment and Supplement to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements ("Amendment") is made as of the 21<sup>ST</sup> day of January, 2000, by TRADITIONS INVESTMENTS-PIERCE, INC., an Ohio corporation ("Declarant") as follows:

WHEREAS, Declarant filed the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements on the 12th day of March, 1998, which Declaration is recorded in Official Record Book 1031, Page 762 of the Clermont County, Ohio Records to aid in the development of the property described therein ("Legendary Run"), which was modified by the First Amendment and Supplement thereto recorded at Official Record Book Volume 1087, Page 119, by the Third Amendment and Supplement thereto recorded at Official Record Volume 1145, Page 579, by the Fourth Amendment and Supplement thereto recorded at Official Record Volume 1168, Page 1036, by the Fifth (A) Amendment and Supplement thereto recorded at Official Record Volume 1209, Page 1144, by the Sixth Amendment and Supplement thereto recorded at Official Record Volume 1223, Page 1571, and by the Seventh Amendment and Supplement thereto recorded at Official Record Volume 1234, Page 827, all of the Clermont County, Ohio Records (collectively, the Declaration, as so modified is hereinafter referred to as the "Declaration", and it being expressly stated herein that no Second Amendment and Supplement was ever filed);

WHEREAS, Declarant desires to provide for the preservation of values and amenities in Legendary Run and to provide for the maintenance of the Common Areas and Community Facilities (as defined in the Declaration) within Legendary Run;

WHEREAS, the Declaration provides, in Article II, that Declarant can annex property to the Development (as defined in the Declaration) and subject property to the terms and conditions of the Declaration.

200000003457  
Filed for Record in  
CLERMONT COUNTY, OH  
CAROLYN GREEN  
On 02-03-2000 At 03:05 pm.  
DECLAR 34.00  
OR Book 1249 Page 792 - 798

NOW, THEREFORE, Declarant makes the following Amendment:

The following provisions of the Declaration are amended as provided for in Article XIV of the Declaration.

1.1 Common Areas and Community Facilities.

Article I, Section 1(e) of the Declaration, which sets forth the definition of Common Areas and Community Facilities, is amended to include the property described in Exhibit A hereto and made a part hereof.

1.2 Property Subject to Declaration.

Article II, Section 1 of the Declaration, which sets forth the real property that is to be subject to the terms and conditions of the Declaration, is amended to include the real property described in Exhibit B hereto and made a part hereof.

Except as expressly amended by this Amendment, the Declaration remains in full force and effect.

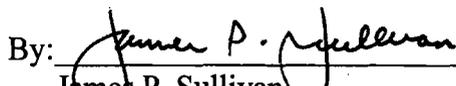
**IN WITNESS WHEREOF**, James P. Sullivan, Vice President and Treasurer of Traditions Investments-Pierce, Inc., an Ohio corporation, has executed this Amendment on behalf of the corporation as of the date first above written.

Signed and acknowledged  
in the presence of:

  
Print Name: Mary S. Houbert

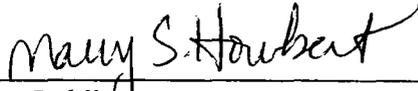
  
Print Name: Janice S. Reynolds

TRADITIONS INVESTMENTS-PIERCE, INC.  
An Ohio corporation

By:   
James P. Sullivan,  
Vice President & Treasurer

STATE OF OHIO, COUNTY OF HAMILTON, SS:

The foregoing Amendment was acknowledged before me this 21<sup>st</sup> day of January, 2000, by James P. Sullivan, Vice President and Treasurer of Traditions Investments-Pierce, Inc., an Ohio corporation, on behalf of such corporation.

  
\_\_\_\_\_  
Notary Public

This instrument was prepared by:

Andrew D. Graf, ESQ.  
BARRON, PECK & BENNIE  
One West Fourth Street  
Suite 1400  
Cincinnati, Ohio 45202-3618  
513/721-1350



MARY S. HOWBERT  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JUNE 30, 2003

ag:Z:\GRAF\DMBLEGRUNDECAMEND.8TH

**CONSENT OF MORTGAGEE**

The undersigned, WINCHESTER FUNDING, LTD., ("Mortgagee") is the holder of a Mortgage on a portion of the real estate described in the foregoing Eighth Amendment and Supplement to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (the "Declaration") for Legendary Run from Traditions Investments-Pierce, Inc., dated September 25, 1996 and recorded in Official Record book 0884, Page 698 of the Mortgage Records of Clermont County, Ohio as amended.

Mortgagee hereby consents to the execution and delivery of the Declaration, together with the exhibits thereto, and consents to the filing thereof in the office of the Recorder of Clermont County, Ohio. Mortgagee hereby subjects and subordinates the above-described mortgage as amended to the easements, covenants and restrictions contained in the foregoing Declaration with all exhibits attached thereto; provided however, the mortgage shall not be subordinate in priority to any of the assessments that can be charged under or pursuant to the Declaration.

**IN WITNESS WHEREOF**, the Mortgagee has caused the execution of this Consent of Mortgage this 21<sup>st</sup> day of January, 2000, by its duly authorized officer.

Signed and acknowledged  
in the presence of:

WINCHESTER FUNDING, LTD.,  
an Ohio limited liability company,

By Great Traditions Development Group, Inc.,  
Its Authorized Member

Mary S. Howbert  
Print Name: Mary S. Howbert

By James P. Sullivan  
James P. Sullivan  
Its Vice President and Treasurer

Janice S. Reynolds  
Print Name: Janice S. Reynolds

STATE OF OHIO            )  
  ) SS:  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of January, 2000, by James P. Sullivan, as Vice President and Treasurer of Great Traditions Development Group, Inc., an Ohio corporation, and as the Authorized Member of Winchester Funding, Ltd., an Ohio limited liability company, on behalf of such corporation and limited liability company.

Mary S. Howbert



MARY S. HOWBERT  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JUNE 30, 2003

**CONSENT OF MORTGAGEE**

The undersigned, FIRSTAR BANK, N.A. FKA STAR BANK, N.A. ("Mortgagee") is the holder of a Mortgage on a portion of the real estate described in the foregoing Eighth Amendment and Supplement to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (the "Declaration") for Legendary Run from Traditions Investments-Pierce, Inc., dated September 25, 1996 and recorded in Official Record Book 0990, Page 280 of the Clermont County, Ohio Records as amended.

Mortgagee hereby consents to the execution and delivery of the Declaration, together with the exhibits thereto, and consents to the filing thereof in the office of the Recorder of Clermont County, Ohio. Mortgagee hereby subjects and subordinates the above-described mortgage and any amendments thereto, to the easements, covenants and restrictions contained in the foregoing Declaration with all exhibits attached thereto; provided however, the mortgage shall not be subordinate in priority to any of the assessments that can be charged under or pursuant to the Declaration.

**IN WITNESS WHEREOF**, the Mortgagee has caused the execution of this Consent of Mortgagee this 21<sup>st</sup> day of January, 2000, by its duly authorized officer.

Signed and acknowledged

FIRSTAR BANK, N.A.,  
a national banking association

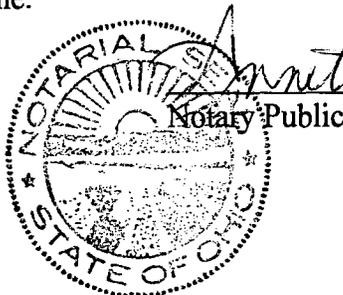
Annette M Higgins  
Print Name: ANNETTE M HIGGINS

By: Wendy A. Baumann  
Name: Wendy A. Baumann  
Its: Assistant Vice President

Sheila Vice  
Print Name: Sheila Vice

STATE OF OHIO            )  
  ) SS:  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of January, 2000, by Wendy A. Baumann, as AVP of Firstar Bank, N.A., a national banking association, on behalf of the same.



**ANNETTE M. HIGGINS**  
Notary Public, State of Ohio  
My Commission Expires June 11, 2002

Instrument      Book Page  
200000003457 OR 1249 797

**EXHIBIT A**

Situated in Eddins Military Survey No. 1366, Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and being all of Lot 334 of the Legendary Run Subdivision, Section Two-D, as recorded in Plat Cabinet 8, Pages 319 through 321 inclusive, of the Clermont County, Ohio Records.

*2828138167.*

Z:\GRAF\DMB\LEGRUN\SEC2D.LEG

**EXHIBIT B**

Situated in Eddins Military Survey No. 1366, Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and being all of Lots 330 through 354 inclusive of the Legendary Run Subdivision, Section Two-D, as recorded in Plat Cabinet 8, Pages 319 through 321 inclusive, of the Clermont County, Ohio Records.

282813B163. - 282813B187.

Z:\GRAF\DMB\LEGRUNSEC2D.LEG

**NINTH AMENDMENT AND SUPPLEMENT TO  
THE LEGENDARY RUN DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND RESERVATION OF EASEMENTS**

This Ninth Amendment and Supplement to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements ("Amendment") is made as of the 8<sup>TH</sup> day of February, 2000, by TRADITIONS INVESTMENTS-PIERCE, INC., an Ohio corporation ("Declarant") as follows:

WHEREAS, Declarant filed the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements on the 12th day of March, 1998, which Declaration is recorded in Official Record Book 1031, Page 762 of the Clermont County, Ohio Records to aid in the development of the property described therein ("Legendary Run"), which was modified by the First Amendment and Supplement thereto recorded at Official Record Book Volume 1087, Page 119, by the Third Amendment and Supplement thereto recorded at Official Record Volume 1145, Page 579, by the Fourth Amendment and Supplement thereto recorded at Official Record Volume 1168, Page 1036, by the Fifth (A) Amendment and Supplement thereto recorded at Official Record Volume 1209, Page 1144, by the Sixth Amendment and Supplement thereto recorded at Official Record Volume 1223, Page 1571, by the Seventh Amendment and Supplement thereto recorded at Official Record Volume 1234, Page 827, and by the Eighth Amendment and Supplement thereto recorded at Official Record Volume 1249, Page 792 all of the Clermont County, Ohio Records (collectively, the Declaration, as so modified is hereinafter referred to as the "Declaration", and it being expressly stated herein that no Second Amendment and Supplement was ever filed);

WHEREAS, Declarant desires to provide for the preservation of values and amenities in Legendary Run and to provide for the maintenance of the Common Areas and Community Facilities (as defined in the Declaration) within Legendary Run;

WHEREAS, the Declaration provides, in Article II, that Declarant can annex property to the Development (as defined in the Declaration) and subject property to the terms and conditions of the Declaration.

200000005281  
Filed for Record in  
CLERMONT COUNTY, OH  
CAROLYN GREEN  
On 02-24-2000 At 12:09 pm.  
DECLAR      34.00  
OR Book 1251 Page 2497 - 2503

NOW, THEREFORE, Declarant makes the following Amendment:

The following provisions of the Declaration are amended as provided for in Article XIV of the Declaration.

1.1      Common Areas and Community Facilities.

Article I, Section 1(e) of the Declaration, which sets forth the definition of Common Areas and Community Facilities, is amended to include the property described in Exhibit A hereto and made a part hereof.

1.2      Property Subject to Declaration.

Article II, Section 1 of the Declaration, which sets forth the real property that is to be subject to the terms and conditions of the Declaration, is amended to include the real property described in Exhibit B hereto and made a part hereof.

Except as expressly amended by this Amendment, the Declaration remains in full force and effect.

**IN WITNESS WHEREOF**, James P. Sullivan, Vice President and Treasurer of Traditions Investments-Pierce, Inc., an Ohio corporation, has executed this Amendment on behalf of the corporation as of the date first above written.

Signed and acknowledged  
in the presence of:

TRADITIONS INVESTMENTS-PIERCE, INC.  
an Ohio corporation

*JD Douglas Watson II*  
Print Name: JD Douglas Watson II

By: *James P. Sullivan*  
James P. Sullivan,  
Vice President & Treasurer

*Mary S. Howbert*  
Print Name: Mary S. Howbert

STATE OF OHIO, COUNTY OF HAMILTON, SS:

The foregoing Amendment was acknowledged before me this 8<sup>TH</sup> day of February, 2000, by James P. Sullivan, Vice President and Treasurer of Traditions Investments-Pierce, Inc., an Ohio corporation, on behalf of such corporation.

*Mary S. Howbert*  
Notary Public



MARY S. HOWBERT  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JUNE 30, 2003

This instrument was prepared by:

Andrew D. Graf, ESQ.  
BARRON, PECK & BENNIE  
One West Fourth Street  
Suite 1400  
Cincinnati, Ohio 45202-3618  
513/721-1350



**CONSENT OF MORTGAGEE**

The undersigned, WINCHESTER FUNDING, LTD., ("Mortgagee") is the holder of a Mortgage on a portion of the real estate described in the foregoing Ninth Amendment and Supplement to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (the "Declaration") for Legendary Run from Traditions Investments-Pierce, Inc., dated September 25, 1996 and recorded in Official Record book 0884, Page 698 of the Mortgage Records of Clermont County, Ohio as amended.

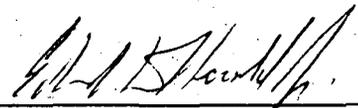
Mortgagee hereby consents to the execution and delivery of the Declaration, together with the exhibits thereto, and consents to the filing thereof in the office of the Recorder of Clermont County, Ohio. Mortgagee hereby subjects and subordinates the above-described mortgage as amended to the easements, covenants and restrictions contained in the foregoing Declaration with all exhibits attached thereto; provided however, the mortgage shall not be subordinate in priority to any of the assessments that can be charged under or pursuant to the Declaration.

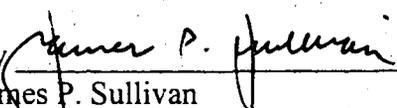
IN WITNESS WHEREOF, the Mortgagee has caused the execution of this Consent of Mortgagee this \_\_ day of February, 2000, by its duly authorized officer.

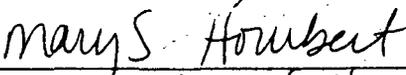
Signed and acknowledged  
in the presence of:

WINCHESTER FUNDING, LTD.,  
an Ohio limited liability company,

By Great Traditions Development Group, Inc.,  
Its Authorized Member

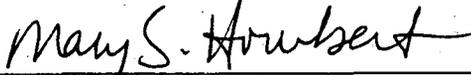
  
Print Name: Edward D. Harold, Jr.

By   
James P. Sullivan  
Its Vice President and Treasurer

  
Print Name: Mary S. Howbert

STATE OF OHIO            )  
  ) SS:  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of February, 2000, by James P. Sullivan, as Vice President and Treasurer of Great Traditions Development Group, Inc., an Ohio corporation, and as the Authorized Member of Winchester Funding, Ltd., an Ohio limited liability company, on behalf of such corporation and limited liability company.

  
Notary Public



MARY S. HOWBERT  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JUNE 30, 2003

**EXHIBIT A**

Situated in Eddins Military Survey No. 1366, Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and being all of Lots 281, 320 and 329 of the Legendary Run Subdivision, Section Two-C, as recorded in Plat Cabinet 8, Pages 328 through 330 inclusive, of the Clermont County, Ohio Records.

13Z:\GRAF\DMBLEGRUNSEC2C.LEG      *Pat.*  
281      272813E 202.  
  
320      272813E 241.  
  
329      272813E 250.  
          282813E 250.

Instrument      Book Page  
20000005281 OR 1251 2503

**EXHIBIT B**

Situated in Eddins Military Survey No. 1366, Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and being all of Lots 281 through 329 inclusive of the Legendary Run Subdivision, Section Two-C, as recorded in Plat Cabinet 8, Pages 328 through 330 inclusive, of the Clermont County, Ohio Records.

13Z:\GRAF\DMBLEGRUNSEC2C.LEG

272813E202 - 272813E250 & 282813E25

**TENTH AMENDMENT AND SUPPLEMENT TO  
THE LEGENDARY RUN DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND RESERVATION OF EASEMENTS**

This Tenth Amendment and Supplement to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements ("Amendment") is made as of the 8<sup>TH</sup> day of June, 2000, by **TRADITIONS INVESTMENTS-PIERCE, INC.**, an Ohio corporation ("Declarant") as follows:

WHEREAS, Declarant filed the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements on the 12th day of March, 1998, which Declaration is recorded in Official Record Book 1031, Page 762 of the Clermont County, Ohio Records to aid in the development of the property described therein ("Legendary Run"), which was modified by the First Amendment and Supplement thereto recorded at Official Record Book Volume 1087, Page 119, by the Third Amendment and Supplement thereto recorded at Official Record Volume 1145, Page 579, by the Fourth Amendment and Supplement thereto recorded at Official Record Volume 1168, Page 1036, by the Fifth (A) Amendment and Supplement thereto recorded at Official Record Volume 1209, Page 1144, by the Sixth Amendment and Supplement thereto recorded at Official Record Volume 1223, Page 1571, by the Seventh Amendment and Supplement thereto recorded at Official Record Volume 1234, Page 827, by the Eighth Amendment and Supplement thereto recorded at Official Record Volume 1249, Page 792 and by the Ninth Amendment and Supplement thereto recorded at Official Record Book 1251, Page 2497, all of the Clermont County, Ohio Records (collectively, the Declaration, as so modified is hereinafter referred to as the "Declaration", and it being expressly stated herein that no Second Amendment and Supplement was ever filed);

WHEREAS, Declarant desires to provide for the preservation of values and amenities in Legendary Run and to provide for the maintenance of the Common Areas and Community Facilities (as defined in the Declaration) within Legendary Run;

WHEREAS, the Declaration provides, in Article II, that Declarant can annex property to the Development (as defined in the Declaration) and subject property to the terms and conditions of the Declaration.

NOW, THEREFORE, Declarant makes the following Amendment:

The following provisions of the Declaration are amended as provided for in Article XIV of the Declaration:

1.1 Common Areas and Community Facilities

Article I, Section 1(e) of the Declaration, which sets forth the definition of Common Areas and Community Facilities, is amended to include the property described in Exhibit A attached hereto and made a part hereof.

1.2 Property Subject to Declaration.

Article II, Section 1 of the Declaration, which sets forth the real property that is to be subject to the terms and conditions of the Declaration, is amended to include the real property described in Exhibit B hereto and made a part hereof.

Except as expressly amended by this Amendment, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, James P. Sullivan, Vice President and Treasurer of Traditions Investments-Pierce, Inc., an Ohio corporation, has executed this Amendment on behalf of the corporation as of the date first above written.

Signed and acknowledged  
in the presence of:

TRADITIONS INVESTMENTS-PIERCE, INC.  
an Ohio corporation

Danielle T. Marnocha  
Print Name: DANIELLE T. MARNOCHA

By: James P. Sullivan  
James P. Sullivan,  
Vice President & Treasurer

Jenny L. Grant  
Print Name: JENNY L. GRANT

STATE OF OHIO, COUNTY OF HAMILTON, SS:

The foregoing Amendment was acknowledged before me this 8<sup>TH</sup> day of June, 2000, by James P. Sullivan, Vice President and Treasurer of Traditions Investments-Pierce, Inc., an Ohio corporation, on behalf of such corporation.

Danielle T. Marnocha  
Notary Public

DANIELLE T. MARNOCHA  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JUNE 30, 2003



This instrument was prepared by:

Steven R. Smith, ESQ.  
BARRON, PECK & BENNIE  
One West Fourth Street  
Suite 1400  
Cincinnati, Ohio 45202-3618  
513/721-1350

282 813B 188 - 282 813B 224

Instrument Book Page  
200000019977 OR 1274 296

**EXHIBIT A**

NONE

Instrument      Book Page  
200000019977 OR 1274 297

**EXHIBIT B**

Situated in Eddins Military Survey No. 1366, Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and being all of Lots 355-392 inclusive of the Legendary Run Subdivision, Section 4-B, as recorded in Plat Cabinet 9, Pages 83-84 inclusive, of the Clermont County, Ohio Records.

C:\MYDOCU-1\DMBLEGRUN\EXHIBIT.A



**CONSENT OF MORTGAGEE**

The undersigned, FIRSTAR BANK, N.A. FKA STAR BANK, N.A. ("Mortgagee") is the holder of a Mortgage on a portion of the real estate described in the foregoing Tenth Amendment and Supplement to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (the "Declaration") for Legendary Run from Traditions Investments-Pierce, Inc., dated September 25, 1996 and recorded in Official Record Book 0990, Page 280 of the Clermont County, Ohio Records as amended.

Mortgagee hereby consents to the execution and delivery of the Declaration, together with the exhibits thereto, and consents to the filing thereof in the office of the Recorder of Clermont County, Ohio. Mortgagee hereby subjects and subordinates the above-described mortgage and any amendments thereto, to the easements, covenants and restrictions contained in the foregoing Declaration with all exhibits attached thereto; provided however, the mortgage shall not be subordinate in priority to any of the assessments that can be charged under or pursuant to the Declaration.

IN WITNESS WHEREOF, the Mortgagee has caused the execution of this Consent of Mortgagee this 12 day of June, 2000, by its duly authorized officer.

Signed and acknowledged

FIRSTAR BANK, N.A.,  
a national banking association

Debra Vice  
Print Name: Debra Vice

By: Wendy A. Baumann  
Name: Wendy A. Baumann  
Its: Assistant Vice President

Annette M. Higgins  
Print Name: ANNETTE M. HIGGINS

STATE OF OHIO            )  
  ) SS:  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of June, 2000, by Wendy A. Baumann, as AVP of Firstar Bank, N.A., a national banking association, on behalf of the same.

C:\MYDOCU-INDMB\LEGRUN\DECAMEND\10TH



Annette M. Higgins  
Notary Public  
**ANNETTE M. HIGGINS**  
Notary Public, State of Ohio  
My Commission Expires June 11, 2002

**JAMES P. SULLIVAN**, Vice President and Treasurer of Traditions Investments-Pierce, Inc., an Ohio corporation, after being duly cautioned and sworn deposes and states as follows:

1. He is Vice President and Treasurer of Traditions Investments-Pierce, Inc. (Owner). Owner is the owner of the property described on **Exhibit A** attached hereto and made a part hereof.
2. The address of the Owner is as follows:
 

3650 Park 42 Drive  
Cincinnati, Ohio 45241

200200039841  
Filed for Record in  
CLERMONT COUNTY, OH  
CAROLYN GREEN  
08-26-2002 04:06 pm.  
AFFIDAVIT 42.00  
OR Book 1497 Page 373 - 381
3. Owner executed and caused to be recorded in the Office of Clermont County, Ohio, Treasurer that certain Eleventh Amendment and Supplement to The Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (Amendment) recorded in Official Record Book 1414, Page 88, a certified copy by the Clermont County Recorder's Office is attached hereto as **Exhibit B**.
4. The legal description of the property was inadvertently omitted from the Eleventh Amendment.
5. Affiant is executing this document on behalf of the Owner in order to re-record the Amendment with the appropriate legal descriptions attached.

**FURTHER Affiant sayeth not.**

*James P. Sullivan*  
James P. Sullivan, Vice President & Treasurer

Sworn to before me and subscribed in my presence at Cincinnati, Ohio on this 26<sup>th</sup> day of August, 2002.

Notary *Mary S. Howbert*



**MARY S. HOWBERT**  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JUNE 30, 2003

**EXHIBIT A**

Instrument      Book Page  
200200039841 OR 1497 374

*Pierce Township*

Being all of the property contained Plat 2-B, Part 2, of Legendary Run Subdivision as recorded in Cabinet 10, Page 120 of the Clermont County, Ohio Records.

S:\SRSTRAD-INV\EXHIBIT A & B..doc

Exhibit B

Instrument 200100053908 OR Book Page 1414 88

5

**ELEVENTH AMENDMENT AND SUPPLEMENT TO THE LEGENDARY RUN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS**

Instrument 200200039841 OR Book Page 1497 375

This Eleventh Amendment and Supplement to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements ("Amendment") is made as of the 29<sup>th</sup> day of NOVEMBER, 2001 by **TRADITIONS INVESTMENTS-PIERCE, INC.**, an Ohio corporation ("Declarant") as follows:

WHEREAS, Declarant filed the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements on the 12th day of March, 1998, which Declaration is recorded in Official Record Book 1031, Page 762 of the Clermont County, Ohio Records to aid in the development of the property described therein ("Legendary Run"), which was modified by the First Amendment and Supplement thereto recorded at Official Record Book Volume 1087, Page 119; by the Third Amendment and Supplement thereto recorded at Official Record Volume 1145, Page 579; by the Fourth Amendment and Supplement thereto recorded at Official Record Volume 1168, Page 1036; by the Fifth (A) Amendment and Supplement thereto recorded at Official Record Volume 1209, Page 1144; by the Sixth Amendment and Supplement thereto recorded at Official Record Volume 1223, Page 1571; by the Seventh Amendment and Supplement thereto recorded at Official Record Volume 1234, Page 827; by the Eighth Amendment and Supplement thereto recorded at Official Record Volume 1249, Page 792; by the Ninth Amendment and Supplement thereto recorded at Official Record Book 1251, Page 2497; and by the Tenth Amendment and Supplement thereto recorded at Official Record Book 1251, Page 2497, all of the Clermont County, Ohio Records (collectively, the Declaration, as so modified is hereinafter referred to as the "Declaration", and it being expressly stated herein that no Second Amendment and Supplement was ever filed);

WHEREAS, Declarant desires to provide for the preservation of values and amenities in Legendary Run and to provide for the maintenance of the Common Areas and Community Facilities (as defined in the Declaration) within Legendary Run;

200100053908  
Filed for Record in  
CLERMONT COUNTY, OH  
CAROLYN GREEN  
12-20-2001 04:23 pm.  
DECLAR 26.00  
OR Book 1414 Page 88 - 92

CERTIFIED COPY OF PG. DOG.

STATE OF OHIO COUNTY OF CLERMONT  
OFFICE OF RECORDER

I, the Recorder of Clermont County, Ohio, do hereby certify that the foregoing instrument has been compared by me with the original now in my legal custody by the Recorder of Clermont County, Ohio, and that it is a true and correct copy thereof.

CAROLYN GREEN  
RECORDER, CLERMONT COUNTY, OHIO

By Kentee B. Bunnell Deputy  
Date 8-26-02

Instrument      Book Page  
200100053908 OR 1414    89

WHEREAS, the Declaration provides, in Article II, that Declarant can annex property to the Development (as defined in the Declaration) and subject property to the terms and conditions of the Declaration.

Instrument      Book Page  
200200039841 OR 1497    376

NOW, THEREFORE, Declarant makes the following Amendment:

The following provisions of the Declaration are amended as provided for in Article XIV of the Declaration:

1.1 Common Areas and Community Facilities.

Article I, Section 1(e) of the Declaration, which sets forth the definition of Common Areas and Community Facilities, is amended to include the property described in Exhibit A attached hereto and made a part hereof.

1.2 Property Subject to Declaration.

Article II, Section 1 of the Declaration, which sets forth the real property that is to be subject to the terms and conditions of the Declaration, is amended to include the real property described in Exhibit B hereto and made a part hereof.

Except as expressly amended by this Amendment, the Declaration remains in full force and effect.

Instrument Book Page  
200100053908 OR 1414 90

IN WITNESS WHEREOF, James P. Sullivan, Vice President and Treasurer of Traditions Investments-Pierce, Inc., an Ohio corporation, has executed this Amendment on behalf of the corporation as of the date first above written.

Signed and acknowledged  
in the presence of:

Mary S. Howbert  
Print Name: Mary S. Howbert

Heather May  
Print Name: HEATHER MAY

Instrument Book Page  
200200039841 OR 1497 377  
TRADITIONS INVESTMENTS-PIERCE, INC.  
an Ohio corporation

By: James P. Sullivan  
James P. Sullivan  
Vice President & Treasurer

STATE OF OHIO, COUNTY OF HAMILTON, SS:

The foregoing Amendment was acknowledged before me this 29<sup>th</sup> day of November 2001, by James P. Sullivan, Vice President and Treasurer of Traditions Investments-Pierce, Inc., an Ohio corporation, on behalf of such corporation.

Mary S. Howbert  
Notary Public



MARY S. HOWBERT  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JUNE 30, 2003

This instrument was prepared by:

Steven R. Smith, ESQ.  
BARRON, PECK & BENNIE  
One West Fourth Street  
Suite 1400  
Cincinnati, Ohio 45202-3618  
513/721-1350

C:\My Documents\DMB\LEGRUM\11th-amendment.doc





**EXHIBIT A**

**Instrument      Book   Page**  
**200200039841 OR 1497   380**

**Common Areas and Common Facilities**

**NONE**

**EXHIBIT B** Instrument Book Page  
*Pierce Township* 200200039841 OR 1497 381

Being all of the property contained Plat 2-B, Part 2, of Legendary Run Subdivision as recorded in Cabinet 10, Page 120 of the Clermont County, Ohio Records.

**TWELFTH AMENDMENT AND SUPPLEMENT TO DECLARATION  
(No Amendment which says "*Twelfth*" Amendment)**

**See Following Document as Assumed Twelfth Amendment**

**AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS AND RESERVATION OF EASEMENTS  
FOR LEGENDARY RUN COMMUNITY ASSOCIATION, INC.**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Legendary Run Community Association, Inc., was recorded on March 12, 1998 in Book 1031, Page 762 of the Clermont County, Ohio records (the "Declaration"); and

WHEREAS, Article XIV, Section 2, of the Declaration permits the Declarant to amend the Declaration to meet any reasonable need or requirement in order to complete the development of Legendary Run; and

WHEREAS, Declarant wishes to amend Article IV, Section 7, to clarify the intent of such original provision to provide a discounted association assessment mechanism for bulk purchasers of developed lots; and

WHEREAS, Declarant originally entered into a contract with Zaring Homes, Inc. ("Zaring") for the bulk purchase of developed lots. It was the intention of Declarant, at the time of the recording of the original Declaration, that such provision would apply to all bulk purchasers of developed lots; and

WHEREAS, subsequent to the original recording of the Declaration, Zaring has assigned its contract to other builders, and in addition thereto, other bulk purchasers of developed lots have committed or are in the process of committing to Legendary Run; and

WHEREAS, Declarant has determined that the bulk purchase of lots is necessary to complete the development of Legendary Run and that bulk purchasers, as identified by Declarant, must be given incentives to complete the Development.

NOW THEREFORE, pursuant to Article XIV, Section 2(A), of the Declaration, the Declaration is hereby amended as follows:

1. Existing paragraph Article IV, Section 7, is hereby deleted in its entirety.
2. The following Paragraph is substituted as Section 7:

Assessment of Bulk Purchasers Of Developed Lots. During the Development Period, Declarant shall have the right to designate "bulk purchasers of developed lots" and such bulk purchasers so designated, shall pay Annual Assessments charged against their lots at a rate of fifty percent (50%) of the regular Annual Assessment. So long as Zaring is a "bulk purchaser of developed lots," Zaring's monthly assessment shall not exceed \$30 per month per lot.

200200050147  
Filed for Record in  
CLERMONT COUNTY, OH  
CAROLYN GREEN  
10-18-2002 03:12 pm.  
DECLAR 14.00  
OR Book 1520 Page 1736 - 1737



COPY

**THIRTEENTH AMENDMENT AND SUPPLEMENT TO  
THE LEGENDARY RUN DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND RESERVATION OF EASEMENTS**

This Thirteenth Amendment and Supplement to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements ("**Amendment**") is made as of the 2<sup>ND</sup> day of September, 2003 by **TRADITIONS INVESTMENTS-PIERCE, INC.**, an Ohio corporation ("**Declarant**") as follows:

WHEREAS, Declarant filed the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements on the 12th day of March, 1998, which Declaration is recorded in Official Record Book 1031, Page 762 of the Clermont County, Ohio Records to aid in the development of the property described therein ("**Legendary Run**"), which was modified by the First Amendment and Supplement thereto recorded at Official Record Book Volume 1087, Page 119; by the Third Amendment and Supplement thereto recorded at Official Record Volume 1145, Page 579; by the Fourth Amendment and Supplement thereto recorded at Official Record Volume 1168, Page 1036; by the Fifth (A) Amendment and Supplement thereto recorded at Official Record Volume 1209, Page 1147; by the Sixth Amendment and Supplement thereto recorded at Official Record Volume 1223, Page 1571; by the Seventh Amendment and Supplement thereto recorded at Official Record Volume 1234, Page 827; by the Eighth Amendment and Supplement thereto recorded at Official Record Volume 1249, Page 792; by the Ninth Amendment and Supplement thereto recorded at Official Record Book 1251, Page 2497; and by the Tenth Amendment and Supplement thereto recorded at Official Record Book 1274, Page 293; and by the Eleventh Amendment and Supplement thereto recorded at Official Record Book 1497, Page 373; and by a non-numbered Amendment (twelfth in order) thereto recorded at Official Record Book 1520, Page 1736, all of the Clermont County, Ohio Records (collectively, the Declaration, as so modified is hereinafter referred to as the "Declaration", and it being expressly stated herein that no Second Amendment and Supplement was ever filed);

200300060097  
Filed for Record in  
CLERMONT COUNTY, OH  
CAROLYN GREEN  
09-17-2003 At 02:21 pm.  
DECLAR 44.00  
OR Book 1692 Page 132 - 135

WHEREAS, Declarant desires to provide for the preservation of values and amenities in Legendary Run and to provide for the maintenance of the Common Areas and Community Facilities (as defined in the Declaration) within Legendary Run;

WHEREAS, the Declaration provides, in Article II, that Declarant can annex property to the Development (as defined in the Declaration) and subject property to the terms and conditions of the Declaration.

NOW, THEREFORE, Declarant makes the following Amendment:

The following provisions of the Declaration are amended as provided for in Article XIV of the Declaration:

1.1 Common Areas and Community Facilities.

Article I, Section 1(e) of the Declaration, which sets forth the definition of Common Areas and Community Facilities, is amended to include the property described in Exhibit A attached hereto and made a part hereof.

1.2 Property Subject to Declaration.

Article II, Section 1 of the Declaration, which sets forth the real property that is to be subject to the terms and conditions of the Declaration, is amended to include the real property described in Exhibit B hereto and made a part hereof.

Except as expressly amended by this Amendment, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, James P. Sullivan, Vice President and Treasurer of Traditions Investments-Pierce, Inc., an Ohio corporation, has executed this Amendment on behalf of the corporation as of the date first above written.

Signed and acknowledged  
in the presence of:

TRADITIONS INVESTMENTS-PIERCE, INC.  
an Ohio corporation

Mary S. Howbert  
Print Name: Mary S. Howbert

By: James P. Sullivan  
James P. Sullivan,  
Vice President & Treasurer

Linda D. Watts  
Print Name: LINDA D. WATTS

STATE OF OHIO, COUNTY OF HAMILTON, SS:

The foregoing Amendment was acknowledged before me this 2<sup>nd</sup> day of September 2003, by James P. Sullivan, Vice President and Treasurer of Traditions Investments-Pierce, Inc., an Ohio corporation, on behalf of such corporation.

Mary S. Howbert  
Notary Public



**MARY S. HOWBERT**  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JUNE 29, 2008

This instrument was prepared by:

Steven R. Smith, ESQ.  
BARRON, PECK & BENNIE  
One West Fourth Street  
Suite 1400  
Cincinnati, Ohio 45202-3618  
513/721-1350

J:JEAN\_DMBLEGRUN\13th-amendment.doc

**CONSENT OF MORTGAGEE**

The undersigned, US BANK, N.A. FKA FIRSTSTAR BANK, N.A. ("Mortgagee") is the holder of a Mortgage on a portion of the real estate described in the foregoing Thirteenth Amendment and Supplement to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (the "Declaration") for Legendary Run from Traditions Investments-Pierce, Inc., dated September 25, 1996 and recorded in Official Record Book 0990, Page 280 of the Clermont County, Ohio Records as amended.

Mortgagee hereby consents to the execution and delivery of the Declaration, together with the exhibits thereto, and consents to the filing thereof in the office of the Recorder of Clermont County, Ohio. Mortgagee hereby subjects and subordinates the above-described mortgage and any amendments thereto, to the easements, covenants and restrictions contained in the foregoing Declaration with all exhibits attached thereto; provided however, the mortgage shall not be subordinate in priority to any of the assessments that can be charged under or pursuant to the Declaration.

IN WITNESS WHEREOF, the Mortgagee has caused the execution of this Consent of Mortgagee this 9<sup>th</sup> day of September, 2003, by its duly authorized officer.

Signed and acknowledged

US BANK, N.A.,  
a national banking association.

Carol Neely  
Print Name: CAROL NEELY

By: Wendy A. Baumann  
Name: Wendy A. Baumann  
Its: VP

Annette Higgins  
Print Name: Annette Higgins

STATE OF OHIO            )  
  ) SS:  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of September, 2003, by Wendy A. Baumann as VP of US Bank, N.A., a national banking association, on behalf of the same.

Carol Neely  
Notary Public

AFFIDAVIT OF FACTS RELATED TO TITLE

STATE OF OHIO, COUNTY OF HAMILTON, SS:

Instrument 200400015424 Book Page OR 1763 1277

The undersigned being first duly sworn states as follows:

1. My name is Daniel M. Bennie and I am an attorney at law licensed to practice in the State of Ohio, Attorney Registration No. 0018246.
2. I have reviewed the records concerning the property known as Section Six-A of the Legendary Run Subdivision, Pierce Township, Clermont County, Ohio, also described on Exhibit A attached hereto. (the "Property").
3. On September 2, 2003, Traditions Investments-Pierce, Inc. (the "Declarant"), executed a Thirteenth Amendment and Supplement to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for the purposes of annexing the Property described in Exhibit A. Said Amendment and Supplement was recorded on September 17, 2003 in Official Record Book 1692, Page 132 of the Clermont County, Ohio Records.
4. Said Amendment and Supplement has a scrivener's error in that the legal descriptions set out in the Thirteenth Amendment and Supplement as Exhibit A and Exhibit B were inadvertently omitted from the original Thirteenth Amendment recorded with the Clermont County Recorder. In addition, the Consent of Mortgagee, Winchester Funding, Ltd., was also inadvertently omitted from the final recording.
5. This Affidavit is given to set forth that the Thirteenth Amendment and Supplement in Official Record Book 1692, Page 132 shall be corrected to include the omitted legal descriptions and the Consent of Mortgagee attached hereto together with the original of the previously recorded Thirteenth Amendment as Exhibit B, and from herein shall be considered one and the same as the Thirteenth Amendment and Supplement as originally recorded on September 17<sup>th</sup>, 2003.
6. As it relates to Lots 392 through 434 inclusive, described in Exhibit A attached hereto, such Lots were made subject to the Declaration at Official Record Book 1031, Page 762 of the Clermont County, Ohio Records by the various deeds of transfer from the Declarant to Fischer Single Family Homes II, LLC.
7. Affiant is executing this document on behalf of the Declarant in order to rerecord the Amendment with the appropriate legal descriptions and Consent attached.

Further Affiant sayeth naught.

*Daniel M. Bennie*  
Daniel M. Bennie, Esq.

Sworn to and subscribed in my presence at Cincinnati, Ohio on this 15<sup>th</sup> day of April 2004 by Daniel M. Bennie, Esq.

*Susan L. Taylor*  
Notary Public - State of Ohio

This instrument prepared by:  
Daniel M. Bennie, Esq.  
Barron Peck Bennie & Schlemmer  
1400 Fourth & Vine Tower  
One W. Fourth Street  
Cincinnati, OH 45202



SUSAN L. TAYLOR  
Notary Public, State of Ohio  
My Commission Expires  
August 19, 2006

**EXHIBIT A**

Situated in Eddins Military Survey No. 1366, Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and being all of Lots 392 through 434 inclusive of the Legendary Run Subdivision, Section Six-A, as recorded in Plat Cabinet 11, Pages 232 and 233 inclusive, of the Clermont County, Ohio Records.

| <u>Lot</u> | <u>Parcel Number</u> | <u>Lot</u> | <u>Parcel Number</u> |
|------------|----------------------|------------|----------------------|
| 392        | 28-28-13B-226        | 414        | 28-28-13B-248        |
| 393        | 28-28-13B-227        | 415        | 28-28-13B-249        |
| 394        | 28-28-13B-228        | 416        | 28-28-13B-250        |
| 395        | 28-28-13B-229        | 417        | 28-28-13B-251        |
| 396        | 28-28-13B-230        | 418        | 28-28-13B-252        |
| 397        | 28-28-13B-231        | 419        | 28-28-13B-253        |
| 398        | 28-28-13B-232        | 420        | 28-28-13B-254        |
| 399        | 28-28-13B-233        | 421        | 28-28-13B-255        |
| 400        | 28-28-13B-234        | 422        | 28-28-13B-256        |
| 401        | 28-28-13B-235        | 423        | 28-28-13B-257        |
| 402        | 28-28-13B-236        | 424        | 28-28-13B-258        |
| 403        | 28-28-13B-237        | 425        | 28-28-13B-259        |
| 404        | 28-28-13B-238        | 426        | 28-28-13B-260        |
| 405        | 28-28-13B-239        | 427        | 28-28-13B-261        |
| 406        | 28-28-13B-240        | 428        | 28-28-13B-262        |
| 407        | 28-28-13B-241        | 429        | 28-28-13B-263        |
| 408        | 28-28-13B-242        | 430        | 28-28-13B-264        |
| 409        | 28-28-13B-243        | 431        | 28-28-13B-265        |
| 410        | 28-28-13B-244        | 432        | 28-28-13B-266        |
| 411        | 28-28-13B-245        | 433        | 28-28-13B-267        |
| 412        | 28-28-13B-246        | 434        | 28-28-13B-268        |
| 413        | 28-28-13B-247        |            |                      |

4  
**THIRTEENTH AMENDMENT AND SUPPLEMENT TO  
THE LEGENDARY RUN DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND RESERVATION OF EASEMENTS**

This Thirteenth Amendment and Supplement to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements ("**Amendment**") is made as of the 2<sup>ND</sup> day of September, 2003 by **TRADITIONS INVESTMENTS-PIERCE, INC.**, an Ohio corporation ("**Declarant**") as follows:

WHEREAS, Declarant filed the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements on the 12th day of March, 1998, which Declaration is recorded in Official Record Book 1031, Page 762 of the Clermont County, Ohio Records to aid in the development of the property described therein ("**Legendary Run**"), which was modified by the First Amendment and Supplement thereto recorded at Official Record Book Volume 1087, Page 119; by the Third Amendment and Supplement thereto recorded at Official Record Volume 1145, Page 579; by the Fourth Amendment and Supplement thereto recorded at Official Record Volume 1168, Page 1036; by the Fifth (A) Amendment and Supplement thereto recorded at Official Record Volume 1209, Page 1147; by the Sixth Amendment and Supplement thereto recorded at Official Record Volume 1223, Page 1571; by the Seventh Amendment and Supplement thereto recorded at Official Record Volume 1234, Page 827; by the Eighth Amendment and Supplement thereto recorded at Official Record Volume 1249, Page 792; by the Ninth Amendment and Supplement thereto recorded at Official Record Book 1251, Page 2497; and by the Tenth Amendment and Supplement thereto recorded at Official Record Book 1274, Page 293; and by the Eleventh Amendment and Supplement thereto recorded at Official Record Book 1497, Page 373; and by a non-numbered Amendment (twelfth in order) thereto recorded at Official Record Book 1520, Page 1736, all of the Clermont County, Ohio Records (collectively, the Declaration, as so modified is hereinafter referred to as the "Declaration", and it being expressly stated herein that no Second Amendment and Supplement was ever filed);

200300060097  
Filed for Record in  
CLERMONT COUNTY, OH  
CAROLYN GREEN  
09-17-2003 At 02:21 pm.  
DECLAR 44.00  
OR Book 1692 Page 132 - 135

Instrument P  
200400015424 OR 1  
Page 1279

1

WHEREAS, Declarant desires to provide for the preservation of values and amenities in Legendary Run and to provide for the maintenance of the Common Areas and Community Facilities (as defined in the Declaration) within Legendary Run;

WHEREAS, the Declaration provides, in Article II, that Declarant can annex property to the Development (as defined in the Declaration) and subject property to the terms and conditions of the Declaration.

NOW, THEREFORE, Declarant makes the following Amendment:

The following provisions of the Declaration are amended as provided for in Article XIV of the Declaration:

1.1 Common Areas and Community Facilities.

Article I, Section 1(e) of the Declaration, which sets forth the definition of Common Areas and Community Facilities, is amended to include the property described in Exhibit A attached hereto and made a part hereof.

1.2 Property Subject to Declaration.

Article II, Section 1 of the Declaration, which sets forth the real property that is to be subject to the terms and conditions of the Declaration, is amended to include the real property described in Exhibit B hereto and made a part hereof.

Except as expressly amended by this Amendment, the Declaration remains in full force and effect.

**(Previously Omitted)**

**EXHIBIT A**

Situated in Eddins Military Survey No. 1366, Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and being all of Lots 431 through 434 inclusive of the Legendary Run Subdivision, Section Six-A, as recorded in Plat Cabinet 11, Pages 232 and 233 inclusive, of the Clermont County, Ohio Records.

| <u>Lot</u> | <u>Parcel Number</u> |
|------------|----------------------|
| 431        | 28-28-13B-265        |
| 432        | 28-28-13B-266        |
| 433        | 28-28-13B-267        |
| 434        | 28-28-13B-268        |

(Previously Omitted)

**EXHIBIT B**

. Situated in Eddins Military Survey No. 1366, Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and being all of Lots 392 through 434 inclusive of the Legendary Run Subdivision, Section Six-A, as recorded in Plat Cabinet 11, Pages 232 and 233 inclusive, of the Clermont County, Ohio Records.

| <u>Lot</u> | <u>Parcel Number</u> | <u>Lot</u> | <u>Parcel Number</u> |
|------------|----------------------|------------|----------------------|
| 392        | 28-28-13B-226        | 414        | 28-28-13B-248        |
| 393        | 28-28-13B-227        | 415        | 28-28-13B-249        |
| 394        | 28-28-13B-228        | 416        | 28-28-13B-250        |
| 395        | 28-28-13B-229        | 417        | 28-28-13B-251        |
| 396        | 28-28-13B-230        | 418        | 28-28-13B-252        |
| 397        | 28-28-13B-231        | 419        | 28-28-13B-253        |
| 398        | 28-28-13B-232        | 420        | 28-28-13B-254        |
| 399        | 28-28-13B-233        | 421        | 28-28-13B-255        |
| 400        | 28-28-13B-234        | 422        | 28-28-13B-256        |
| 401        | 28-28-13B-235        | 423        | 28-28-13B-257        |
| 402        | 28-28-13B-236        | 424        | 28-28-13B-258        |
| 403        | 28-28-13B-237        | 425        | 28-28-13B-259        |
| 404        | 28-28-13B-238        | 426        | 28-28-13B-260        |
| 405        | 28-28-13B-239        | 427        | 28-28-13B-261        |
| 406        | 28-28-13B-240        | 428        | 28-28-13B-262        |
| 407        | 28-28-13B-241        | 429        | 28-28-13B-263        |
| 408        | 28-28-13B-242        | 430        | 28-28-13B-264        |
| 409        | 28-28-13B-243        | 431        | 28-28-13B-265        |
| 410        | 28-28-13B-244        | 432        | 28-28-13B-266        |
| 411        | 28-28-13B-245        | 433        | 28-28-13B-267        |
| 412        | 28-28-13B-246        | 434        | 28-28-13B-268        |
| 413        | 28-28-13B-247        |            |                      |

Instrument Book Page  
200400015424 OR 1763 1283

IN WITNESS WHEREOF, James P. Sullivan, Vice President and Treasurer of Traditions Investments-Pierce, Inc., an Ohio corporation, has executed this Amendment on behalf of the corporation as of the date first above written.

Signed and acknowledged  
in the presence of:

TRADITIONS INVESTMENTS-PIERCE, INC.  
an Ohio corporation

Mary S. Howbert  
Print Name: Mary S. Howbert

By: James P. Sullivan  
James P. Sullivan,  
Vice President & Treasurer

Linda D. Watts  
Print Name: LINDA D. WATTS

STATE OF OHIO, COUNTY OF HAMILTON, SS:

The foregoing Amendment was acknowledged before me this 2<sup>nd</sup> day of September 2003, by James P. Sullivan, Vice President and Treasurer of Traditions Investments-Pierce, Inc., an Ohio corporation, on behalf of such corporation.

Mary S. Howbert  
Notary Public



MARY S. HOWBERT  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JUNE 29, 2008

This instrument was prepared by:

Steven R. Smith, ESQ.  
BARRON, PECK & BENNIE  
One West Fourth Street  
Suite 1400  
Cincinnati, Ohio 45202-3618  
513/721-1350

J:JEAN\_DMB\LEGRUN\13th-amendment..doc

Instrument 200400015424 OR 17  
Page 1284

CONSENT OF MORTGAGEE

The undersigned, US BANK, N.A. FKA FIRSTSTAR BANK, N.A. ("Mortgagee") is the holder of a Mortgage on a portion of the real estate described in the foregoing Thirteenth Amendment and Supplement to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (the "Declaration") for Legendary Run from Traditions Investments-Pierce, Inc., dated September 25, 1996 and recorded in Official Record Book 0990, Page 280 of the Clermont County, Ohio Records as amended.

Mortgagee hereby consents to the execution and delivery of the Declaration, together with the exhibits thereto, and consents to the filing thereof in the office of the Recorder of Clermont County, Ohio. Mortgagee hereby subjects and subordinates the above-described mortgage and any amendments thereto, to the easements, covenants and restrictions contained in the foregoing Declaration with all exhibits attached thereto; provided however, the mortgage shall not be subordinate in priority to any of the assessments that can be charged under or pursuant to the Declaration.

IN WITNESS WHEREOF, the Mortgagee has caused the execution of this Consent of Mortgagee this 9<sup>th</sup> day of September, 2003, by its duly authorized officer.

Signed and acknowledged

US BANK, N.A.,  
a national banking association

Carol Neely  
Print Name: Carol Neely

By: Wendy A. Baumann  
Name: Wendy A. Baumann  
Its: VP

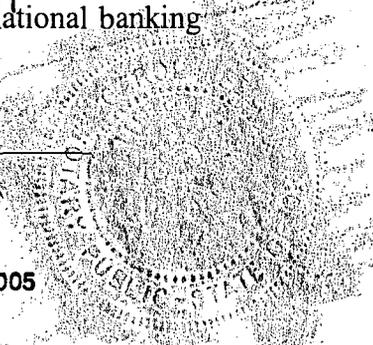
Anne H. Higgins  
Print Name: Anne H. Higgins

STATE OF OHIO )  
 ) SS:  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of September, 2003, by Wendy A. Baumann as VP of US Bank, N.A., a national banking association, on behalf of the same.

Carol Neely  
Notary Public

Carol Neely, Notary Public  
In and for the State of Ohio  
My Commission Expires June 8, 2005





**FOURTEENTH AMENDMENT AND SUPPLEMENT TO  
THE LEGENDARY RUN DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND RESERVATION OF EASEMENTS**

This Fourteenth Amendment and Supplement to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements ("**Amendment**") is made as of the 17<sup>th</sup> day of SEPTEMBER, 2003 by **TRADITIONS INVESTMENTS-PIERCE, INC.**, an Ohio corporation ("**Declarant**") as follows:

WHEREAS, Declarant filed the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements on the 12th day of March, 1998, which Declaration is recorded in Official Record Book 1031, Page 762 of the Clermont County, Ohio Records to aid in the development of the property described therein ("**Legendary Run**"), which was modified by the First Amendment and Supplement thereto recorded at Official Record Book Volume 1087, Page 119; by the Third Amendment and Supplement thereto recorded at Official Record Volume 1145, Page 579; by the Fourth Amendment and Supplement thereto recorded at Official Record Volume 1168, Page 1036; by the Fifth (A) Amendment and Supplement thereto recorded at Official Record Volume 1209, Page 1147; by the Sixth Amendment and Supplement thereto recorded at Official Record Volume 1223, Page 1571; by the Seventh Amendment and Supplement thereto recorded at Official Record Volume 1234, Page 827; by the Eighth Amendment and Supplement thereto recorded at Official Record Volume 1249, Page 792; by the Ninth Amendment and Supplement thereto recorded at Official Record Book 1251, Page 2497; and by the Tenth Amendment and Supplement thereto recorded at Official Record Book 1274, Page 293; and by the Eleventh Amendment and Supplement thereto recorded at Official Record Book 1497, Page 373; by a non-numbered Amendment (twelfth in order) thereto recorded at Official Record Book 1520, Page 1736, all of the Clermont County, Ohio Records; and by the Thirteenth Amendment and Supplement thereto recorded at Official Record Book 1692, Page 132 (collectively, the Declaration, as so modified is hereinafter referred to as the "Declaration", and it being expressly stated herein that no Second Amendment and Supplement was ever filed);

200300063614  
Filed for Record in  
CLERMONT COUNTY, OH  
CAROLYN GREEN  
10-01-2003 At 03:50 pm.  
DECLAR 68.00  
OR Book 1699 Page 830 - 836

WHEREAS, Declarant desires to provide for the preservation of values and amenities in Legendary Run and to provide for the maintenance of the Common Areas and Community Facilities (as defined in the Declaration) within Legendary Run;

WHEREAS, the Declaration provides, in Article II, that Declarant can annex property to the Development (as defined in the Declaration) and subject property to the terms and conditions of the Declaration.

NOW, THEREFORE, Declarant makes the following Amendment:

The following provisions of the Declaration are amended as provided for in Article XIV of the Declaration:

1.1 Common Areas and Community Facilities.

Article I, Section 1(e) of the Declaration, which sets forth the definition of Common Areas and Community Facilities, is amended to include the property described in Exhibit A attached hereto and made a part hereof.

1.2 Property Subject to Declaration.

Article II, Section 1 of the Declaration, which sets forth the real property that is to be subject to the terms and conditions of the Declaration, is amended to include the real property described in Exhibit B hereto and made a part hereof.

Except as expressly amended by this Amendment, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, James P. Sullivan, Vice President and Treasurer of Traditions Investments-Pierce, Inc., an Ohio corporation, has executed this Amendment on behalf of the corporation as of the date first above written.

Signed and acknowledged  
in the presence of:

TRADITIONS INVESTMENTS-PIERCE, INC.  
an Ohio corporation

*Theodore C. Heistmann*  
Print Name: Theodore C. Heistmann

By: *James P. Sullivan*  
James P. Sullivan,  
Vice President & Treasurer

*Matt Hemmerick*  
Print Name: Matt Hemmerick

STATE OF OHIO, COUNTY OF HAMILTON, SS:

The foregoing Amendment was acknowledged before me this 17<sup>th</sup> day of SEPTEMBER 2003, by James P. Sullivan, Vice President and Treasurer of Traditions Investments-Pierce, Inc., an Ohio corporation, on behalf of such corporation.

*Mary S. Howbert*  
Notary Public

MARY S. HOWBERT  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JUNE 29, 2008



This instrument was prepared by:

Steven R. Smith, ESQ.  
BARRON, PECK & BENNIE  
One West Fourth Street  
Suite 1400  
Cincinnati, Ohio 45202-3618  
513/721-1350

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**EXHIBIT A**

Instrument      Book Page  
200300063614 OR 1699 833

NONE

## **EXHIBIT B**

| Instrument   | Book    | Page |
|--------------|---------|------|
| 200300063614 | OR 1699 | 834  |

Situated in Eddins Military Survey No. 1366, Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and all of Lots 477, 478 & 479 of Legendary Run Subdivision, Section One-C, as recorded in Plat Cabinet 11, Pages 248, of the Clermont County, Ohio Records.

**CONSENT OF MORTGAGEE**

The undersigned, US BANK, N.A. FKA FIRSTSTAR BANK, N.A. ("Mortgagee") is the holder of a Mortgage on a portion of the real estate described in the foregoing Fourteenth Amendment and Supplement to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (the "Declaration") for Legendary Run from Traditions Investments-Pierce, Inc., dated September 25, 1996 and recorded in Official Record Book 0990, Page 280 of the Clermont County, Ohio Records as amended.

Mortgagee hereby consents to the execution and delivery of the Declaration, together with the exhibits thereto, and consents to the filing thereof in the office of the Recorder of Clermont County, Ohio. Mortgagee hereby subjects and subordinates the above-described mortgage and any amendments thereto, to the easements, covenants and restrictions contained in the foregoing Declaration with all exhibits attached thereto; provided however, the mortgage shall not be subordinate in priority to any of the assessments that can be charged under or pursuant to the Declaration.

**IN WITNESS WHEREOF**, the Mortgagee has caused the execution of this Consent of Mortgagee this 18<sup>th</sup> day of September, 2003, by its duly authorized officer.

Signed and acknowledged

US BANK, N.A.,  
a national banking association

[Signature]  
Print Name: Rebecca B. Schumanloff

By: [Signature]  
Name: Rebecca B. Schumanloff  
Its: AVP

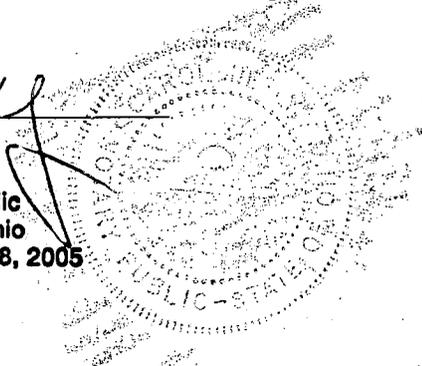
[Signature]  
Print Name: Carol Neely

STATE OF OHIO            )  
  ) SS:  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of September, 2003, by Rebecca B. Schumanloff A.V.P. of US Bank, N.A., a national banking association, on behalf of the same.

[Signature]  
Notary Public

**Carol Neely, Notary Public  
In and for the State of Ohio  
My Commission Expires June 8, 2005**



**CONSENT OF MORTGAGEE**

The undersigned, WINCHESTER FUNDING, LTD., ("Mortgagee") is the holder of a Mortgage on a portion of the real estate described in the foregoing Fourteenth Amendment and Supplement to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (the "Declaration") for Legendary Run from Traditions Investments-Pierce, Inc., dated September 25, 1996 and recorded in Official Record book 0884, Page 698 of the Mortgage Records of Clermont County, Ohio as amended.

Mortgagee hereby consents to the execution and delivery of the Declaration, together with the exhibits thereto, and consents to the filing thereof in the office of the Recorder of Clermont County, Ohio. Mortgagee hereby subjects and subordinates the above-described mortgage as amended to the easements, covenants and restrictions contained in the foregoing Declaration with all exhibits attached thereto; provided however, the mortgage shall not be subordinate in priority to any of the assessments that can be charged under or pursuant to the Declaration.

**IN WITNESS WHEREOF**, the Mortgagee has caused the execution of this Consent of Mortgagee this 17<sup>th</sup> day of SEPTEMBER, 2003, by its duly authorized officer.

Signed and acknowledged  
in the presence of:

WINCHESTER FUNDING, LTD.,  
an Ohio limited liability company,

By Great Traditions Development Group, Inc.,  
Its Authorized Member

*Theodore O. Hoestmann*  
Print Name: Theodore O. Hoestmann

By *James P. Sullivan*  
James P. Sullivan  
Its Vice President and Treasurer

*Matt Hemmerick*  
Print Name: Matt Hemmerick

STATE OF OHIO            )  
  ) SS:  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of September, 2003, by James P. Sullivan, as Vice President and Treasurer of Great Traditions Development Group, Inc., an Ohio corporation, and as the Authorized Member of Winchester Funding, Ltd., an Ohio limited liability company, on behalf of such corporation and limited liability company.

*Mary S. Howbert*  
Notary Public



MARY S. HOWBERT  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JUNE 29, 2008

**COPY**

200400041388  
Filed for Record in  
CLERMONT COUNTY, OH  
PATRYN GREEN  
10-01-2004 At 04:14 pm.  
DECLAR 60.00  
OFF BOOK 1817 Page 1636 - 1641

**FIFTEENTH AMENDMENT AND SUPPLEMENT TO  
THE LEGENDARY RUN DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND RESERVATION OF EASEMENTS**

This Fifteenth Amendment and Supplement to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements ("**Amendment**") is made as of the 10<sup>TH</sup> day of August, 2004 by **TRADITIONS INVESTMENTS-PIERCE, INC.**, an Ohio corporation ("**Declarant**") as follows:

WHEREAS, Declarant filed the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements on the 12th day of March, 1998, which Declaration is recorded in Official Record Book 1031, Page 762 of the Clermont County, Ohio Records to aid in the development of the property described therein ("**Legendary Run**"), which was modified by the First Amendment and Supplement thereto recorded at Official Record Book Volume 1087, Page 119; by the Third Amendment and Supplement thereto recorded at Official Record Volume 1145, Page 579; by the Fourth Amendment and Supplement thereto recorded at Official Record Volume 1168, Page 1036; by the Fifth (A) Amendment and Supplement thereto recorded at Official Record Volume 1209, Page 1147; by the Sixth Amendment and Supplement thereto recorded at Official Record Volume 1223, Page 1571; by the Seventh Amendment and Supplement thereto recorded at Official Record Volume 1234, Page 827; by the Eighth Amendment and Supplement thereto recorded at Official Record Volume 1249, Page 792; by the Ninth Amendment and Supplement thereto recorded at Official Record Book 1251, Page 2497; and by the Tenth Amendment and Supplement thereto recorded at Official Record Book 1274, Page 293; and by the Eleventh Amendment and Supplement thereto recorded at Official Record Book 1497, Page 373; and by a non-numbered Amendment (twelfth in order) thereto recorded at Official Record Book 1520, Page 1736, all of the Clermont County, Ohio Records; and by the Thirteenth Amendment and Supplement thereto as corrected and re-recorded at Official Record Book 1763, Page 1277 (originally recorded at 1692, page 132); and by the Fourteenth Amendment and Supplement thereto recorded at Official Record Book 1699, Page 830; (collectively, the Declaration, as so modified is hereinafter referred to

as the "Declaration", and it being expressly stated herein that no Second Amendment and Supplement was ever filed);

WHEREAS, Declarant desires to provide for the preservation of values and amenities in Legendary Run and to provide for the maintenance of the Common Areas and Community Facilities (as defined in the Declaration) within Legendary Run;

WHEREAS, the Declaration provides, in Article II, that Declarant can annex property to the Development (as defined in the Declaration) and subject property to the terms and conditions of the Declaration.

NOW, THEREFORE, Declarant makes the following Amendment:

The following provisions of the Declaration are amended as provided for in Article XIV of the Declaration:

1.1 Property Subject to Declaration.

Article II, Section 1 of the Declaration, which sets forth the real property that is to be subject to the terms and conditions of the Declaration, is amended to include the real property described in Exhibit A hereto and made a part hereof.

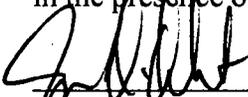
1.2 Common Areas and Community Facilities.

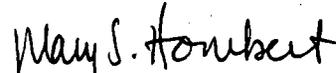
Article I, Section 1(e) of the Declaration, which sets forth the definition of Common Areas and Community Facilities, is amended to include the property described in Exhibit B attached hereto and made a part hereof.

Except as expressly amended by this Amendment, the Declaration remains in full force and effect.

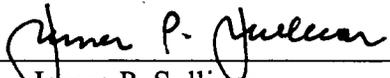
IN WITNESS WHEREOF, James P. Sullivan, Vice President and Treasurer of Traditions Investments-Pierce, Inc., an Ohio corporation, has executed this Amendment on behalf of the corporation as of the date first above written.

Signed and acknowledged  
in the presence of:

  
Print Name: JAMES D. O'BRIEN

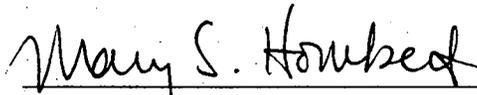
  
Print Name: Mary S. Howbert

TRADITIONS INVESTMENTS-PIERCE, INC.  
an Ohio corporation

By:   
James P. Sullivan,  
Vice President & Treasurer

STATE OF OHIO, COUNTY OF HAMILTON, SS:

The foregoing Amendment was acknowledged before me this 10<sup>th</sup> day of August 2004, by James P. Sullivan, Vice President and Treasurer of Traditions Investments-Pierce, Inc., an Ohio corporation, on behalf of such corporation.

  
Notary Public

MARY S. HOWBERT  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JUNE 29, 2008



This instrument was prepared by:

DANIEL M. BENNIE, ESQ.  
BARRON PECK BENNIE & SCHLEMMER  
3074 Madison Road  
Cincinnati, Ohio 45209  
513/721-1350

U:\kirey\Data\Dan B\leg Rvn\15th-amendment.doc (Section 6-B)

**EXHIBIT A**

**Property Subject to Declaration**

Situated in Eddins Military Survey No. 1366, Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio, being all of Lots 435 through 477 inclusive, and being all of the property described on the plats of Legendary Run Subdivision, Section Six-B, as recorded in Plat Cabinet 12, Pages 187-188, of the Clermont County, Ohio Records

**EXHIBIT B**

**Common Areas and Community Facilities**

Situated in Eddins Military Survey No. 1366, Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and being Lots 462, 476 and 477 of Legendary Run Subdivision, Section Six-B, as recorded in Plat Cabinet 12, Pages 187-188, of the Clermont County, Ohio Records.

**CONSENT OF MORTGAGEE**

The undersigned, WINCHESTER FUNDING, LTD., ("**Mortgagee**") is the holder of a Mortgage on a portion of the real estate described in the foregoing Fifteenth Amendment and Supplement to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (the "**Declaration**") for Legendary Run from Traditions Investments-Pierce, Inc., dated September 25, 1996 and recorded in Official Record book 0884, Page 698 of the Mortgage Records of Clermont County, Ohio as amended.

Mortgagee hereby consents to the execution and delivery of the Declaration, together with the exhibits thereto, and consents to the filing thereof in the office of the Recorder of Clermont County, Ohio. Mortgagee hereby subjects and subordinates the above-described mortgage as amended to the easements, covenants and restrictions contained in the foregoing Declaration with all exhibits attached thereto; provided however, the mortgage shall not be subordinate in priority to any of the assessments that can be charged under or pursuant to the Declaration.

**IN WITNESS WHEREOF**, the Mortgagee has caused the execution of this Consent of Mortgagee this 10<sup>th</sup> day of August, 2004, by its duly authorized officer.

Signed and acknowledged  
in the presence of:

WINCHESTER FUNDING, LTD.,  
an Ohio limited liability company,

By Great Traditions Development Group, Inc.,  
Its Authorized Member

  
Print Name: JAMES D. OBER

By James P. Sullivan  
James P. Sullivan  
Its Vice President and Treasurer

Mary S. Howbert  
Print Name: Mary S. Howbert

STATE OF OHIO            )  
  ) SS:  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of August, 2004, by James P. Sullivan, as Vice President and Treasurer of Great Traditions Development Group, Inc., an Ohio corporation, and as the Authorized Member of Winchester Funding, Ltd., an Ohio limited liability company, on behalf of such corporation and limited liability company.

Mary S. Howbert  
Notary Public

MARY S. HOWBERT  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JUNE 29, 2009



7/68  
**SIXTEENTH AMENDMENT AND SUPPLEMENT TO  
THE LEGENDARY RUN DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND RESERVATION OF EASEMENTS**

This Sixteenth Amendment and Supplement to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements ("**Amendment**") is made as of the 29<sup>th</sup> day of September, 2004 by **TRADITIONS INVESTMENTS-PIERCE, INC.**, an Ohio corporation ("**Declarant**") as follows:

WHEREAS, Declarant filed the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements on the 12th day of March, 1998, which Declaration is recorded in Official Record Book 1031, Page 762 of the Clermont County, Ohio Records to aid in the development of the property described therein ("**Legendary Run**"), which was modified by the First Amendment and Supplement thereto recorded at Official Record Book Volume 1087, Page 119; by the Third Amendment and Supplement thereto recorded at Official Record Volume 1145, Page 579; by the Fourth Amendment and Supplement thereto recorded at Official Record Volume 1168, Page 1036; by the Fifth (A) Amendment and Supplement thereto recorded at Official Record Volume 1209, Page 1147; by the Sixth Amendment and Supplement thereto recorded at Official Record Volume 1223, Page 1571; by the Seventh Amendment and Supplement thereto recorded at Official Record Volume 1234, Page 827; by the Eighth Amendment and Supplement thereto recorded at Official Record Volume 1249, Page 792; by the Ninth Amendment and Supplement thereto recorded at Official Record Book 1251, Page 2497; and by the Tenth Amendment and Supplement thereto recorded at Official Record Book 1274, Page 293; and by the Eleventh Amendment and Supplement thereto recorded at Official Record Book 1497, Page 373; and by a non-numbered Amendment (twelfth in order) thereto recorded at Official Record Book 1520, Page 1736, all of the Clermont County, Ohio Records; and by the Thirteenth Amendment and Supplement thereto as corrected and re-recorded at Official Record Book 1763, Page 1277 (originally recorded at 1692, page 132); and by the Fourteenth Amendment and Supplement thereto recorded at Official Record Book 1699, Page 830; and by the Fifteenth Amendment and Supplement thereto recorded at Official Record Book 1817, Page 1636 (collectively, the Declaration, as so modified is

hereinafter referred to as the "Declaration", and it being expressly stated herein that no Second Amendment and Supplement was ever filed);

WHEREAS, Declarant desires to provide for the preservation of values and amenities in Legendary Run and to provide for the maintenance of the Common Areas and Community Facilities (as defined in the Declaration) within Legendary Run;

WHEREAS, the Declaration provides, in Article II, that Declarant can annex property to the Development (as defined in the Declaration) and subject property to the terms and conditions of the Declaration.

NOW, THEREFORE, Declarant makes the following Amendment:

The following provisions of the Declaration are amended as provided for in Article XIV of the Declaration:

1.1 Property Subject to Declaration.

Article II, Section 1 of the Declaration, which sets forth the real property that is to be subject to the terms and conditions of the Declaration, is amended to include the real property described in **Exhibit A** hereto and made a part hereof.

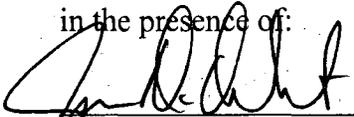
1.2 Common Areas and Community Facilities.

Article I, Section 1(e) of the Declaration, which sets forth the definition of Common Areas and Community Facilities, is amended to include the property described in **Exhibit B** attached hereto and made a part hereof.

Except as expressly amended by this Amendment, the Declaration remains in full force and effect.

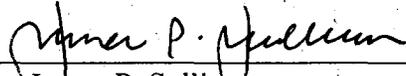
IN WITNESS WHEREOF, James P. Sullivan, Vice President and Treasurer of Traditions Investments-Pierce, Inc., an Ohio corporation, has executed this Amendment on behalf of the corporation as of the date first above written.

Signed and acknowledged  
in the presence of:

  
Print Name: JAMES D. OBERG

Mary S. Howbert  
Print Name: Mary S. Howbert

TRADITIONS INVESTMENTS-PIERCE, INC.  
an Ohio corporation

By:   
James P. Sullivan,  
Vice President & Treasurer

STATE OF OHIO, COUNTY OF HAMILTON, SS:

The foregoing Amendment was acknowledged before me this 29<sup>TH</sup> day of September 2004, by James P. Sullivan, Vice President and Treasurer of Traditions Investments-Pierce, Inc., an Ohio corporation, on behalf of such corporation.

Mary S. Howbert  
Notary Public

MARY S. HOWBERT  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JUNE 29, 2008



This instrument was prepared by:

DANIEL M. BENNIE, ESQ.  
BARRON PECK BENNIE & SCHLEMMER  
3074 Madison Road  
Cincinnati, Ohio 45209  
513/721-1350  
U:\kirey\Data\Dan B\Legendary Run\16th-amendment (Stonehaven).doc

**EXHIBIT A**

**Property Subject to Declaration**

Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio, and being all of Lots 1 through 21 inclusive, of Stonehaven at Legendary Run, as recorded in Plat Cabinet 12, Pages 226, 227, & 228, of the Clermont County, Ohio Records.

| <b><u>LOT NUMBER</u></b> | <b><u>PARCEL NUMBER</u></b> |
|--------------------------|-----------------------------|
| 1                        | 27-28-14A-143.              |
| 2                        | 27-28-14A-144.              |
| 3                        | 27-28-14A-145.              |
| 4                        | 27-28-14A-146.              |
| 5                        | 27-28-14A-147.              |
| 6                        | 27-28-14A-148.              |
| 7                        | 27-28-14A-149.              |
| 8                        | 27-28-14A-150.              |
| 9                        | 27-28-14A-151.              |
| 10                       | 27-28-14A-152.              |
| 11                       | 27-28-14A-153.              |
| 12                       | 27-28-14A-154.              |
| 13                       | 27-28-14A-155.              |
| 14                       | 27-28-14A-156.              |
| 15                       | 27-28-14A-157.              |
| 16                       | 27-28-14A-158.              |
| 17                       | 27-28-14A-159.              |
| 18                       | 27-28-14A-160.              |
| 19                       | 27-28-14A-161.              |
| 20                       | 27-28-14A-162.              |
| 21                       | 27-28-14A-163.              |

**EXHIBIT B**

**Common Areas and Community Facilities**

Situated in Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio, and being all of Lots 19 & 20 of Stonehaven at Legendary Run, as recorded in Plat Cabinet 12, Pages 226, 227, & 228, of the Clermont County, Ohio Records.

**LOT NUMBER**

**PARCEL NUMBER**

|           |                       |
|-----------|-----------------------|
| <b>19</b> | <b>27-28-14A-161.</b> |
| <b>20</b> | <b>27-28-14A-162.</b> |

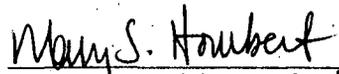
**CONSENT BY OWNER**

**LEGENDARY RUN ASSOCIATES, LTD.**, an Ohio limited liability company (hereinafter the "Owner"), is the owner of the real property described in **Exhibit A** (the "Property") and **Exhibit B** (the "Common Areas"), attached to and made a part of the foregoing Sixteenth Amendment, pursuant to a Fiduciary Deed, recorded in Official Record Book 1615, Page 1900, and a General Warranty Deed, recorded in Official Record Book 1615, Page 1905, both of the Clermont County, Ohio Records. Pursuant to the foregoing Sixteenth Amendment and Supplement to the Declaration of Covenants, Condition, Restrictions and Reservations of Easements for Legendary Run, the Property and the Common Areas are hereafter subjected to such covenants, conditions, restrictions and reservations as set forth in the original Legendary Run Declaration of Covenants, Conditions, Restrictions and Reservation of Easements, together with all amendments to date (collectively, the "Declaration"). Therefore, Owner hereby consents to the execution and delivery of the foregoing Sixteenth Amendment, and agrees to the imposition of such covenants, conditions, restrictions, and reservations of said Declaration upon the Property and Common Areas.

**IN WITNESS WHEREOF**, Legendary Run Associates, Ltd., by its authorized officer has caused the execution of this Consent this 29<sup>TH</sup> day of September 2004.

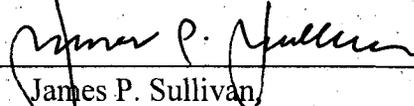
Witnessed and Acknowledged  
In the Presence of:

  
Print Name JAMES D. ORENT

  
Print Name Mary S. Howbert

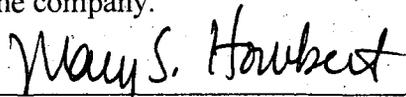
LEGENDARY RUN ASSOCIATES,  
LTD., an Ohio limited liability company

By: Great Traditions Development Group, Inc.  
Its: Managing Member

By:   
James P. Sullivan  
Vice President & Treasurer

STATE OF OHIO            )  
  )        SS:  
COUNTY OF HAMILTON    )

The foregoing instrument was acknowledged before me this 29<sup>TH</sup> day of September 2004 by James P. Sullivan, the Vice President and Treasurer of Great Traditions Development Group, Inc., an Ohio corporation, which is the Managing Member of Legendary Run Associates, Ltd., an Ohio limited liability company, on behalf of the corporation and the company.

  
Notary

MARY S. HOWBERT  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JUNE 29, 2008



CONSENT OF MORTGAGEE

Instrument 200400048756 Book Page 0R 1832 2010

The undersigned, US BANK, N.A. FKA FIRSTSTAR BANK, N.A. ("**Mortgagee**") is the holder of a Mortgage on a portion of the real estate described in the foregoing Sixteenth Amendment and Supplement to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (the "**Declaration**") for Stonehaven at Legendary Run from Legendary Run Associates, Ltd., recorded May 6, 2003, in Official Record Book 1615, Page 1907 of the Clermont County, Ohio Records.

Mortgagee hereby consents to the execution and delivery of the Declaration, together with the exhibits thereto, and consents to the filing thereof in the office of the Recorder of Clermont County, Ohio. Mortgagee hereby subjects and subordinates the above-described mortgage and any amendments thereto, to the easements, covenants and restrictions contained in the foregoing Declaration with all exhibits attached thereto; provided however, the mortgage shall not be subordinate in priority to any of the assessments that can be charged under or pursuant to the Declaration.

IN WITNESS WHEREOF, the Mortgagee has caused the execution of this Consent of Mortgagee this 24<sup>th</sup> day of November 2004, by its duly authorized officer.

Signed and acknowledged

US BANK, N.A.,  
a national banking association

Stephanie Smith  
Print Name: Stephanie Smith

By: Rebecca B. Schumloffel  
Name: Rebecca B. Schumloffel  
Its: AVP

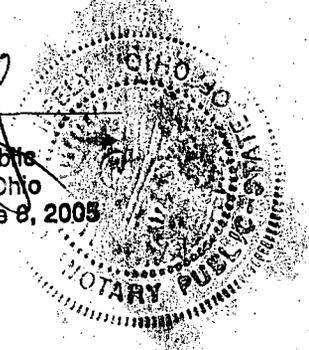
Carol Neely  
Print Name: CAROL NEELY

200400048756  
Filed for Record in  
CLERMONT COUNTY, OH  
CARDLYN GREEN  
11-24-2004 At 03:01 pm.  
DECLAR 68.00  
OR Book 1832 Page 2004 - 2010

STATE OF OHIO )  
) SS:  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of November 2004, by, REBECCA SCHUMLOFFEL as A.V.P. of US Bank, N.A., a national banking association, on behalf of the same.

Carol Neely  
Notary Public  
Carol Neely, Notary Public  
In and for the State of Ohio  
My Commission Expires June 8, 2005



**SEVENTEENTH AMENDMENT AND SUPPLEMENT TO  
THE LEGENDARY RUN DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND RESERVATION OF EASEMENTS**

This Seventeenth Amendment and Supplement to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements ("**Amendment**") is made as of the 11<sup>th</sup> day of November 2004 by **TRADITIONS INVESTMENTS-PIERCE, INC.**, an Ohio corporation ("**Declarant**") as follows:

WHEREAS, Declarant filed the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements on the 12th day of March, 1998, which Declaration is recorded in Official Record Book 1031, Page 762 of the Clermont County, Ohio Records to aid in the development of the property described therein ("**Legendary Run**"), which was modified by the First Amendment and Supplement thereto recorded at Official Record Book Volume 1087, Page 119; by the Third Amendment and Supplement thereto recorded at Official Record Volume 1145, Page 579; by the Fourth Amendment and Supplement thereto recorded at Official Record Volume 1168, Page 1036; by the Fifth (A) Amendment and Supplement thereto recorded at Official Record Volume 1209, Page 1147; by the Sixth Amendment and Supplement thereto recorded at Official Record Volume 1223, Page 1571; by the Seventh Amendment and Supplement thereto recorded at Official Record Volume 1234, Page 827; by the Eighth Amendment and Supplement thereto recorded at Official Record Volume 1249, Page 792; by the Ninth Amendment and Supplement thereto recorded at Official Record Book 1251, Page 2497; and by the Tenth Amendment and Supplement thereto recorded at Official Record Book 1274, Page 293; and by the Eleventh Amendment and Supplement thereto recorded at Official Record Book 1497, Page 373; and by a non-numbered Amendment (twelfth in order) thereto recorded at Official Record Book 1520, Page 1736, all of the Clermont County, Ohio Records; and by the Thirteenth Amendment and Supplement thereto as corrected and re-recorded at Official Record Book 1763, Page 1277 (originally recorded at 1692, page 132); and by the Fourteenth Amendment and Supplement thereto recorded at Official Record Book 1699, Page 830; and by the Fifteenth Amendment and Supplement thereto recorded at Official Record Book 1817, Page 1636; and by the Sixteenth Amendment and Supplement thereto recorded at Official Record Book 1832, Page 2004 (collectively, the Declaration, as so modified is

hereinafter referred to as the “Declaration”, and it being expressly stated herein that no Second Amendment and Supplement was ever filed);

WHEREAS, Declarant desires to provide for the preservation of values and amenities in Legendary Run and to provide for the maintenance of the Common Areas and Community Facilities (as defined in the Declaration) within Legendary Run;

WHEREAS, the Declaration provides, in Article II, that Declarant can annex property to the Development (as defined in the Declaration) and subject property to the terms and conditions of the Declaration.

NOW, THEREFORE, Declarant makes the following Amendment:

The following provisions of the Declaration are amended as provided for in Article XIV of the Declaration:

1.1 Property Subject to Declaration.

Article II, Section 1 of the Declaration, which sets forth the real property that is to be subject to the terms and conditions of the Declaration, is amended to include the real property described in **Exhibit A** hereto and made a part hereof.

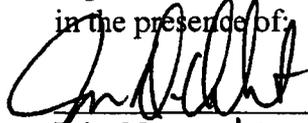
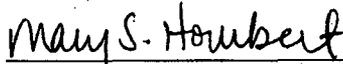
1.2 Common Areas and Community Facilities.

Article I, Section 1(e) of the Declaration, which sets forth the definition of Common Areas and Community Facilities, is amended to include the property described in **Exhibit B** attached hereto and made a part hereof.

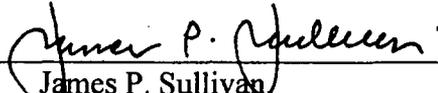
Except as expressly amended by this Amendment, the Declaration remains in full force and effect.

**IN WITNESS WHEREOF**, James P. Sullivan, Vice President and Treasurer of Traditions Investments-Pierce, Inc., an Ohio corporation, has executed this Amendment on behalf of the corporation as of the date first above written.

Signed and acknowledged  
in the presence of:

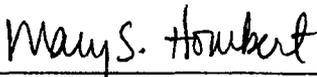
  
Print Name: JAMES D. OSBERT  
  
Print Name: Mary S. Howbert

TRADITIONS INVESTMENTS-PIERCE, INC.  
an Ohio corporation

By:   
James P. Sullivan  
Vice President & Treasurer

STATE OF OHIO, COUNTY OF HAMILTON, SS:

The foregoing Amendment was acknowledged before me this 11<sup>th</sup> day of November 2004, by James P. Sullivan, Vice President and Treasurer of Traditions Investments-Pierce, Inc., an Ohio corporation, on behalf of such corporation.

  
Notary Public



MARY S. HOWBERT  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JUNE 29, 2008

This instrument was prepared by:

DANIEL M. BENNIE, ESQ.  
BARRON PECK BENNIE & SCHLEMMER  
3074 Madison Road  
Cincinnati, Ohio 45209  
513/721-1350  
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**EXHIBIT A**

**Property Subject to Declaration**

Situated in Eddins Military Survey No. 1366, Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and being all of Lots 481 through 511 inclusive, described on the plat of Legendary Run Subdivision, Section 7-A, as recorded in Plat Cabinet 12, Pages 349, 350 & 351, of the Clermont County, Ohio Records.

| <b><u>Lot Number</u></b> | <b><u>Parcel Number</u></b> |
|--------------------------|-----------------------------|
| 481                      | 27-28-13B-039.              |
| 482                      | 27-28-13B-009.              |
| 483                      | 27-28-13B-010.              |
| 484                      | 27-28-13B-011.              |
| 485                      | 27-28-13B-012.              |
| 486                      | 27-28-13B-013.              |
| 487                      | 27-28-13B-014.              |
| 488                      | 27-28-13B-015.              |
| 489                      | 27-28-13B-016.              |
| 490                      | 27-28-13B-017.              |
| 491                      | 27-28-13B-018.              |
| 492                      | 27-28-13B-019.              |
| 493                      | 27-28-13B-020.              |
| 494                      | 27-28-13B-021.              |
| 495                      | 27-28-13B-022.              |
| 496                      | 27-28-13B-023.              |
| 497                      | 27-28-13B-024.              |
| 498                      | 27-28-13B-025.              |
| 499                      | 27-28-13B-026.              |
| 500                      | 27-28-13B-027.              |
| 501                      | 27-28-13B-028.              |
| 502                      | 27-28-13B-029.              |
| 503                      | 27-28-13B-030.              |
| 504                      | 27-28-13B-031.              |
| 505                      | 27-28-13B-032.              |
| 506                      | 27-28-13B-033.              |
| 507                      | 27-28-13B-034.              |
| 508                      | 27-28-13B-035.              |
| 509                      | 27-28-13B-036.              |
| 510                      | 27-28-13B-037.              |
| 511                      | 27-28-13B-038.              |

**EXHIBIT B**

**Common Areas and Community Facilities**

Situated in Eddins Military Survey No. 1366, Lucas Military Survey No. 1753, Pierce Township, Clermont County, Ohio and being all of Lots 481, 495, 505 and 508, described on the plat of Legendary Run Subdivision, Section 7-A, as recorded in Plat Cabinet 12, Pages 349, 350 & 351, of the Clermont County, Ohio Records.

| <b><u>Lot Numbers</u></b> | <b><u>Parcel Numbers</u></b> |
|---------------------------|------------------------------|
| <b>481</b>                | <b>27-28-13B-039.</b>        |
| <b>495</b>                | <b>27-28-13B-022.</b>        |
| <b>505</b>                | <b>27-28-13B-032.</b>        |
| <b>508</b>                | <b>27-28-13B-035.</b>        |

**CONSENT OF MORTGAGEE**

The undersigned, WINCHESTER FUNDING, LTD., ("**Mortgagee**") is the holder of a Mortgage on a portion of the real estate described in the foregoing Seventeenth Amendment and Supplement to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (the "**Declaration**") for Legendary Run from Traditions Investments-Pierce, Inc., dated September 25, 1996 and recorded in Official Record book 0884, Page 698 of the Mortgage Records of Clermont County, Ohio as amended.

Mortgagee hereby consents to the execution and delivery of the Declaration, together with the exhibits thereto, and consents to the filing thereof in the office of the Recorder of Clermont County, Ohio. Mortgagee hereby subjects and subordinates the above-described mortgage as amended to the easements, covenants and restrictions contained in the foregoing Declaration with all exhibits attached thereto; provided however, the mortgage shall not be subordinate in priority to any of the assessments that can be charged under or pursuant to the Declaration.

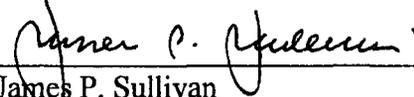
IN WITNESS WHEREOF, the Mortgagee has caused the execution of this Consent of Mortgage this 11<sup>th</sup> day of NOVEMBER, 2004, by its duly authorized officer.

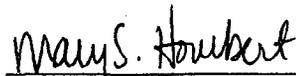
Signed and acknowledged  
in the presence of:

WINCHESTER FUNDING, LTD.,  
an Ohio limited liability company,

By Great Traditions Development Group, Inc.,  
Its Authorized Member

  
Print Name: JAMES D. O'BRIEN

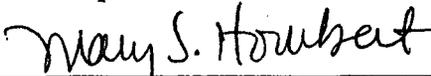
By   
James P. Sullivan  
Its Vice President and Treasurer

  
Print Name: Mary S. Howbert

200500014663  
Filed for Record in  
CLERMONT COUNTY, OH  
CAROLYN GREEN  
04-29-2005 At 10:58 am.  
DECLAR 60.00  
DR Book 1872 Page 1849 - 1854

STATE OF OHIO )  
 ) SS:  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of November, 2004, by James P. Sullivan, as Vice President and Treasurer of Great Traditions Development Group, Inc., an Ohio corporation, and as the Authorized Member of Winchester Funding, Ltd., an Ohio limited liability company, on behalf of such corporation and limited liability company.

  
Notary Public

MARY S. HOWBERT  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES NINE 20 2009



**EIGHTEENTH AMENDMENT AND SUPPLEMENT TO  
THE LEGENDARY RUN DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND RESERVATION OF EASEMENTS**

This Eighteenth Amendment and Supplement to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements ("**Amendment**") is made as of the 3rd day of May 2005 by **TRADITIONS INVESTMENTS-PIERCE, INC.**, an Ohio corporation ("**Declarant**") as follows:

WHEREAS, Declarant filed the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements on the 12th day of March, 1998, which Declaration is recorded in Official Record Book 1031, Page 762 of the Clermont County, Ohio Records to aid in the development of the property described therein ("**Legendary Run**"), which was modified by the First Amendment and Supplement thereto recorded at Official Record Book Volume 1087, Page 119; by the Third Amendment and Supplement thereto recorded at Official Record Volume 1145, Page 579; by the Fourth Amendment and Supplement thereto recorded at Official Record Volume 1168, Page 1036; by the Fifth (A) Amendment and Supplement thereto recorded at Official Record Volume 1209, Page 1147; by the Sixth Amendment and Supplement thereto recorded at Official Record Volume 1223, Page 1571; by the Seventh Amendment and Supplement thereto recorded at Official Record Volume 1234, Page 827; by the Eighth Amendment and Supplement thereto recorded at Official Record Volume 1249, Page 792; by the Ninth Amendment and Supplement thereto recorded at Official Record Book 1251, Page 2497; and by the Tenth Amendment and Supplement thereto recorded at Official Record Book 1274, Page 293; and by the Eleventh Amendment and Supplement thereto recorded at Official Record Book 1497, Page 373; and by a non-numbered Amendment (twelfth in order) thereto recorded at Official Record Book 1520, Page 1736, all of the Clermont County, Ohio Records; and by the Thirteenth Amendment and Supplement thereto as corrected and re-recorded at Official Record Book 1763, Page 1277 (originally recorded at 1692, page 132); and by the Fourteenth Amendment and Supplement thereto recorded at Official Record Book 1699, Page 830; and by the Fifteenth Amendment and Supplement thereto recorded at Official Record Book 1817, Page 1636; and by the Sixteenth Amendment and Supplement thereto

recorded at Official Record Book 1832, Page 2004; and by the Seventeenth Amendment and Supplement thereto recorded at Official Record Book 1872, Page 1849 (collectively, the Declaration, as so modified is hereinafter referred to as the "Declaration", and it being expressly stated herein that no Second Amendment and Supplement was ever filed);

WHEREAS, Declarant desires to provide for the preservation of values and amenities in Legendary Run and to provide for the maintenance of the Common Areas and Community Facilities (as defined in the Declaration) within Legendary Run;

WHEREAS, the Declaration provides, in Article II, that Declarant can annex property to the Development (as defined in the Declaration) and subject property to the terms and conditions of the Declaration.

NOW, THEREFORE, Declarant makes the following Amendment:

The following provisions of the Declaration are amended as provided for in Article XIV of the Declaration:

1.1 Property Subject to Declaration.

Article II, Section 1 of the Declaration, which sets forth the real property that is to be subject to the terms and conditions of the Declaration, is amended to include the real property described in **Exhibit A** hereto and made a part hereof.

1.2 Common Areas and Community Facilities.

Article I, Section 1(e) of the Declaration, which sets forth the definition of Common Areas and Community Facilities, is amended to include the property described in **Exhibit B** attached hereto and made a part hereof.

1.3 Maintenance of Private Drive.

Article IV, Section 2 of the Declaration, which describes the purposes for which Annual Assessments may be levied by the Association, is amended to include that the Association shall now be responsible for the future maintenance, repair, and replacement of the Private Drive contained within the Access Easement for ingress and egress benefiting Lots 512, 513, and 514 of the Property described on Exhibit A, and as shown in Plat Cabinet 13, Pages 3, 4 & 5 of the Official Records of the Clermont County, Ohio Recorder.

Except as expressly amended by this Amendment, the Declaration remains in full force and effect.

The definitions of specific capitalized terms in this Amendment shall correspond to those provided in the Declaration.

**[EXECUTION PAGE TO FOLLOW]**

IN WITNESS WHEREOF, James P. Sullivan, Vice President and Treasurer of Traditions Investments-Pierce, Inc., an Ohio corporation, has executed this Amendment on behalf of the corporation as of the date first above written.

Signed and acknowledged  
in the presence of:

[Signature]  
Print Name: JAMES D. OBEAT

Mary S. Howbert  
Print Name: Mary S. Howbert

TRADITIONS INVESTMENTS-PIERCE, INC.  
an Ohio corporation

By: [Signature]  
James P. Sullivan,  
Vice President & Treasurer

STATE OF OHIO, COUNTY OF HAMILTON, SS:

The foregoing Amendment was acknowledged before me this 3rd day of May 2005, by James P. Sullivan, Vice President and Treasurer of Traditions Investments-Pierce, Inc., an Ohio corporation, on behalf of such corporation.

Mary S. Howbert  
Notary Public

MARY S. HOWBERT  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JUNE 29, 2008



This instrument was prepared by:

DANIEL M. BENNIE, ESQ.  
BARRON PECK BENNIE & SCHLEMMER  
3074 Madison Road  
Cincinnati, Ohio 45209  
513/721-1350

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**EXHIBIT A**

**Property Subject to Declaration**

Situated in Eddins Military Survey No. 1366, Pierce Township, Clermont County, Ohio and being all of Lots 512, 513, 514, and 515, described on the plat of Legendary Run Subdivision, Section 7-B, as recorded in Plat Cabinet 13, Pages 3, 4 & 5, of the Clermont County, Ohio Records.

| <b><u>Lot Number</u></b> | <b><u>Parcel Number</u></b> |
|--------------------------|-----------------------------|
| <b>512</b>               | <b>27-28-13B-040.</b>       |
| <b>513</b>               | <b>27-28-13B-041.</b>       |
| <b>514</b>               | <b>27-28-13B-042.</b>       |
| <b>515</b>               | <b>27-28-13E-131.</b>       |

**EXHIBIT B**

**Common Areas and Community Facilities**

NONE

**CONSENT OF MORTGAGEE**

The undersigned, WINCHESTER FUNDING, LTD., ("Mortgagee") is the holder of a Mortgage on a portion of the real estate described in the foregoing Eighteenth Amendment and Supplement to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (the "Declaration") for Legendary Run from Traditions Investments-Pierce, Inc., dated September 25, 1996 and recorded in Official Record book 0884, Page 698 of the Mortgage Records of Clermont County, Ohio as amended.

Mortgagee hereby consents to the execution and delivery of the Declaration, together with the exhibits thereto, and consents to the filing thereof in the office of the Recorder of Clermont County, Ohio. Mortgagee hereby subjects and subordinates the above-described mortgage as amended to the easements, covenants and restrictions contained in the foregoing Declaration with all exhibits attached thereto; provided however, the mortgage shall not be subordinate in priority to any of the assessments that can be charged under or pursuant to the Declaration.

**IN WITNESS WHEREOF**, the Mortgagee has caused the execution of this Consent of Mortgagee this 3rd day of May, 2005, by its duly authorized officer.

Signed and acknowledged  
in the presence of:

WINCHESTER FUNDING, LTD.,  
an Ohio limited liability company,

By Great Traditions Development Group, Inc.,  
Its Authorized Member

[Signature]  
Print Name: JAMES D. OBERT

By [Signature]  
James P. Sullivan  
Its Vice President and Treasurer

[Signature]  
Print Name: Mary S. Howbert

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this 3rd day of May, 2005, by James P. Sullivan, as Vice President and Treasurer of Great Traditions Development Group, Inc., an Ohio corporation, and as the Authorized Member of Winchester Funding, Ltd., an Ohio limited liability company, on behalf of such corporation and limited liability company.

[Signature]  
Notary Public

MARY S. HOWBERT  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JUNE 29, 2008



F

**NINETEENTH AMENDMENT AND SUPPLEMENT TO  
THE LEGENDARY RUN DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND RESERVATION OF EASEMENTS**

This Nineteenth Amendment and Supplement to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements ("**Amendment**") is made as of the 28<sup>th</sup> day of September, 2005 by **TRADITIONS INVESTMENTS-PIERCE, INC.**, an Ohio corporation ("**Declarant**") and the Owners of those lots identified in **Exhibit A** attached hereto which consent to the filing of this Nineteenth Amendment.

WHEREAS, Declarant filed the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements on the 12th day of March, 1998, which Declaration is recorded in Official Record Book 1031, Page 762 of the Clermont County, Ohio Records to aid in the development of the property described therein ("**Legendary Run**"), which was modified by the First Amendment and Supplement thereto recorded at Official Record Book Volume 1087, Page 119; by the Third Amendment and Supplement thereto recorded at Official Record Volume 1145, Page 579; by the Fourth Amendment and Supplement thereto recorded at Official Record Volume 1168, Page 1036; by the Fifth (A) Amendment and Supplement thereto recorded at Official Record Volume 1209, Page 1147; by the Sixth Amendment and Supplement thereto recorded at Official Record Volume 1223, Page 1571; by the Seventh Amendment and Supplement thereto recorded at Official Record Volume 1234, Page 827; by the Eighth Amendment and Supplement thereto recorded at Official Record Volume 1249, Page 792; by the Ninth Amendment and Supplement thereto recorded at Official Record Book 1251, Page 2497; and by the Tenth Amendment and Supplement thereto recorded at Official Record Book 1274, Page 293; and by the Eleventh Amendment and Supplement thereto recorded at Official Record Book 1497, Page 373; and by a non-numbered Amendment (twelfth in order) thereto recorded at Official Record Book 1520, Page 1736, all of the Clermont County, Ohio Records; and by the Thirteenth Amendment and Supplement thereto as corrected and re-recorded at Official Record Book 1763, Page 1277 (originally recorded at 1692, page 132); and by the Fourteenth Amendment and Supplement thereto recorded at Official Record Book 1699, Page 830; and by the Fifteenth Amendment and Supplement thereto recorded at Official Record Book 1817, Page 1636; and by the Sixteenth Amendment and Supplement thereto recorded at Official Record Book 1832, Page 2004; and by the Seventeenth Amendment and Supplement thereto recorded at Official Record Book 1872, Page 1849; and by the Eighteenth Amendment and Supplement thereto recorded at Official Record Book 1880, Page 849 (collectively, the Declaration, as so modified is hereinafter referred to as the

"Declaration", and it being expressly stated herein that no Second Amendment and Supplement was ever filed);

WHEREAS, Declarant desires to provide for the preservation of values and amenities in Legendary Run and to provide for the maintenance of the Common Areas and Community Facilities (as defined in the Declaration) within Legendary Run;

NOW, THEREFORE, the Declaration is amended and supplemented as provided for in Article XIV, Section 2(A) of the Declaration.

As contemplated by Article IV, Section 2 of the Declaration, the Association shall be responsible for maintaining the private driveway areas serving the three (3) lots as shown on **Exhibit B** attached hereto including the mowing of grass in the indicated areas.

**IN WITNESS WHEREOF**, James P. Sullivan, Vice President and Treasurer of Traditions Investments-Pierce, Inc., an Ohio corporation, has executed this Amendment on behalf of the corporation as of the date first above written.

Signed and acknowledged  
in the presence of:

TRADITIONS INVESTMENTS-PIERCE, INC.  
an Ohio corporation

Heather Cunningham  
Print Name: HEATHER CUNNINGHAM

By: James P. Sullivan  
James P. Sullivan, Vice President & Treasurer

Mary S. Howbert  
Print Name: Mary S. Howbert

STATE OF OHIO, COUNTY OF HAMILTON, SS:

The foregoing Amendment was acknowledged before me this 28<sup>th</sup> day of September, 2005, by **JAMES P. SULLIVAN**, Vice President and Treasurer of Traditions Investments-Pierce, Inc., an Ohio corporation, on behalf of such corporation.

Mary S. Howbert  
Notary Public

This instrument was prepared by:  
DANIEL M. BENNIE, ESQ.  
BARRON PECK BENNIE & SCHLEMMER  
3074 Madison Road  
Cincinnati, Ohio 45209  
513/721-1350  
U:\kirey\Data\Dan B\Legendary Run\19th-amendment (9-28-05).doc

**MARY S. HOWBERT**  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JUNE 29, 2008



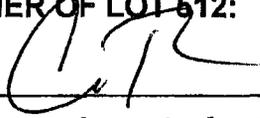
**CONSENT OF OWNER**

The undersigned Owner hereby consents to the execution and delivery of this Nineteenth Amendment and Supplement to the Legendary Run Declaration.

**FISCHER SINGLE FAMILY HOMES II, LLC**

**OWNER OF LOT 512:**

**BY:**

  
\_\_\_\_\_  
**Greg Fischer, Authorized Representative**

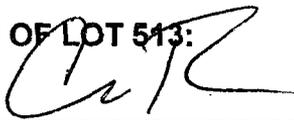
**CONSENT OF OWNER**

The undersigned Owner hereby consents to the execution and delivery of this Nineteenth Amendment and Supplement to the Legendary Run Declaration.

**FISCHER SINGLE FAMILY HOMES II, LLC**

**OWNER OF LOT 513:**

**BY:**

  
\_\_\_\_\_  
**Greg Fischer, Authorized Representative**

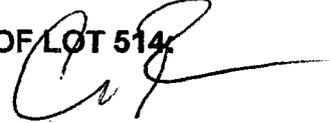
**CONSENT OF OWNER**

The undersigned Owner hereby consents to the execution and delivery of this Nineteenth Amendment and Supplement to the Legendary Run Declaration.

**FISCHER SINGLE FAMILY HOMES II, LLC**

**OWNER OF LOT 514**

BY:



Greg Fischer, Authorized Representative

**EXHIBIT A**

**Legal Descriptions for Lots**

Situated in Eddins Military Survey No. 1366, Pierce Township, Clermont County, Ohio and being all of Lots 512, 513 & 514 described on the plat of Legendary Run Subdivision, Section 7-B, as recorded in Plat Cabinet 13, Pages 3, 4 and 5 of the Clermont County, Ohio records.



ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER. SEE REVERSE SIDE FOR COMPLETE SECURITY FEATURES.

13177

**BARRON, PECK, BENNIE & SCHLEMMER CO., LPA**  
3074 MADISON ROAD  
CINCINNATI, OHIO 45209

THE FIFTH THIRD BANK  
CINCINNATI, OHIO

13-31/420

**PAY:** *Sixty Eight and 00/100 Dollars*

| NUMBER    | DATE       | AMOUNT     |
|-----------|------------|------------|
| 000013177 | 10/07/2005 | *****68.00 |

TO THE **CLERMONT COUNTY TREASURER**  
ORDER 101 EAST MAIN STREET  
OF 1ST FLOOR  
BATAVIA, OH 45103-2958

*[Handwritten Signature]*  
MP

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT.

⑈013177⑈ ⑈042000314⑈ 70679450⑈



## Legendary Run Community Association, Inc.

### 20<sup>th</sup> Amendment to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements

#### Sports and Activity Courts

This Twentieth Amendment to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements is made 01/07/2010 by the Legendary Run Community Association Board of Trustees. In the case of a conflict between the original Design Review Criteria and these provisions, this Amendment shall control.

In accordance with Article VII, Section 5 of the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, the LRCA Board of Trustees enacts the following:

No activity centers such as tennis, basketball, volleyball, sports or other activity courts shall be installed on lots within Legendary Run.



# Legendary Run Community Association, Inc.

## 21st Amendment to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements

This Twenty-first Amendment to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements is made 9/20/2010 by the Legendary Run Community Association Board of Trustees. In the case of a conflict between the original Design Review Criteria and these provisions, this Amendment shall control.

The following provisions of Design Review Criteria are amended as provided for in Article VII, Section 5 of the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements.

|                                   |   |
|-----------------------------------|---|
| Construction of Improvements..... | 2 |
| Deck and Patio .....              | 3 |
| Fence.....                        | 4 |
| Playset.....                      | 5 |
| Basketball Goal .....             | 6 |
| Trampoline .....                  | 7 |
| Satellite Dish .....              | 8 |



## Legendary Run Community Association, Inc.

### 21st Amendment to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements

#### Construction of Improvements

The intent of this provision is to protect the appearance of the community. These criteria apply to improvements on existing homes, not construction of new homes.

Construction is subject to the following:

- Debris and excess material will be removed from the site daily.
- Construction equipment shall be removed from the site daily; no overnight parking of trucks or trailers.
- Construction shall commence within 60 days of the approval of the application or the approval shall be rescinded.
- Construction shall be completed within 120 days of commencement.



## Legendary Run Community Association, Inc.

### 21st Amendment to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements

#### Deck and Patio

The intent of this provision is to protect the community's architectural quality and balance of the built environment with the existing natural environment. The following have been established to protect the open feel of the community, bring to the forefront the architectural design of our homes, diminish visual distractions, and to leave open site lines to landscapes and the natural surroundings.

Deck and/or patio installation is subject to the following:

- Patio shall be made of concrete or pavers; no asphalt or loose aggregates.
- Deck shall be made of natural material or wood substitute; no PVC or plastics.
- Deck railing shall have a maximum height of forty-two inches (42").
- Deck spindles, balusters or pickets shall have a maximum width of three inches (3").
- Deck or patio structural elements shall be placed inward with decorative elements facing out.
- Deck or patio colors shall blend in with the house and/or environment; no harsh primary or contrasting colors.
- Deck or patio shall not obstruct neighbors' views.
- Deck skirting and deck or patio retaining wall shall be included with the application.
- Deck or patio installation shall not impede water flow to or from lot or adjoining lots.
- No lighting apparatus shall be attached to or erected near the deck or patio with the exception of under-rail and in-step downward facing lighting.
- Deck or patio shall not to be used for storage of items other than standard deck/patio furniture and apparatus (i.e. grill, fire pit).



## Legendary Run Community Association, Inc.

### 21st Amendment to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements

#### Fence

The intent of this provision is to protect open feel of the community, bring to the forefront the architectural design of our homes, diminish visual distractions, and to leave open site lines to landscapes and the natural surroundings. Fencing that is black or dark in color with minimum opacity is preferred. White painted or PVC panels, pickets and rails are discouraged. Consideration may be given to homeowners who wish to adjoin adjacent white fencing.

Fence installation is subject to the following:

- Fence shall have a maximum height of forty-eight inches (48") from grade.
- Fence members shall have a maximum width of six inches (6"). Structural elements shall be placed inward with decorative elements facing out.
- Fence shall have a maximum opacity of fifteen percent (15%).
- If wire screening is used, it must be coated wire, dark in color, and installed on the interior only.
- Paint and stain finishes shall be dark in color; no white or colors that contrast with the natural surroundings.
- Fence shall be installed in a rear yard area only coming no farther forward than the rear corners of the house/garage.
- Fence shall not impede water flow to or from lot or adjoining lots.
- Fence shall not obstruct neighbors' views.
- Fence shall be installed with enough clearance between the bottom of the fence and the ground to allow easy trimming.
- Fence owner shall maintain both sides of non-adjoined fence (painting, staining, grass trimming, etc.)
- Fence shall not be installed along the tops of berms.
- Privacy fence shall have a maximum height of six feet (6').
- Privacy fence shall be allowed for use immediately adjacent to patios or decks.
- No perimeter privacy fencing is permitted.



## Legendary Run Community Association, Inc.

### 21st Amendment to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements

#### Playset

The intent of this provision is to protect the community's goal of balancing the built environment with the existing natural environment. The following have been established to protect the natural look of the community, diminish visual distractions, and to blend structures with the natural surroundings.

Playset installation is subject to the following:

- Playset shall be made of natural material or wood substitute; no PVC, plastics, or metal.
- Roofs shall be made of wood shingles or neutral, blue or green canvas; no vinyl, PVC or plastics.
- Colors shall blend in with the environment; no reds, harsh primary, neon, or contrasting colors. No rainbow-colored tarps or tenting are permitted.
- Playset shall be located in the rear yard behind the house. Consideration may be given to those with steep slopes or other conditions that limit usable space in the rear yard.
- Playset shall be located to minimize noise and visibility from neighbors and visibility from street.
- Playset shall not impede water flow to or from lot or adjoining lots.
- No lighting apparatus shall be attached to or erected near the playset.
- Playset shall not be used for storage of items.
- Landscape screening is preferred and may be required.



## Legendary Run Community Association, Inc.

### 21st Amendment to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements

#### Basketball Goal

The intent of this provision is to protect the architectural design of our homes, diminish visual distractions, and to protect our quality of living from the noise this activity can bring.

Basketball Goal installation is subject to the following:

- Basketball goal pole shall be black or green.
- Basketball goal backboard shall be transparent. No ornamental graphics on the backboard are permitted (exception may be given for small manufacturer's logo).
- Basketball goal shall be located at the edge of a driveway.
- Basketball goal shall be located behind the plane of the nearest facade of the house/garage for houses with a side entry garage.
- Basketball goal shall be located within fifteen feet (15') of the plane of the nearest facade of the house/garage for houses with a forward entry garage.
- Basketball goal shall not be located within any front yard setback.
- Basketball goal shall not be located in a rear yard where it may become an annoyance to neighbors or golfers.
- Basketball backboard/hoop shall be mounted on basketball goal pole only; no roof, wall, playset, light pole mounting, etc.
- No lighting apparatus shall be attached to or erected near the basketball goal.
- Portable style basketball goal must stand on its own with no additional weighting (i.e. piles of bricks, mulch bags, firewood, etc).
- Portable style basketball goal is considered a temporary structure. Design review approval is for the present homeowner. Portable goal approval is not transferable with the sale of the house.



## Legendary Run Community Association, Inc.

### 21st Amendment to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements

#### Trampoline

The intent of this provision is to protect the appearance of the community surroundings including yards and landscapes, especially when viewing from the front, and in the case of golf course homes, the rear as well.

Trampolines are considered temporary structures. The approval of a trampoline application does not transfer with the sale of the house. If the trampoline or the use of the trampoline becomes a nuisance (i.e. noise, unkempt turf, obstructed site lines) or is in violation of the guidelines below, the application approval may be rescinded.

Trampoline installation is subject to the following:

- Trampoline shall be located in the rear yard behind the house. Consideration may be given to those with steep slopes or other conditions that limit usable space in the rear yard.
- Trampoline shall not be located within 10' of any property line.
- Trampoline shall be located to minimize noise and visibility from neighbors and visibility from street.
- Trampoline shall not obstruct neighbors' views.
- Trampoline shall be disassembled and stored indoors between November 1 and February 28.
- Trampoline shall be occasionally moved so that no bare spots in the turf develop. Turf under and around trampoline shall be maintained at the same cutting height as surrounding yard.
- Colors should blend in with natural surroundings; no harsh primary or neon colors. Netting shall be dark and solid in color.
- No lighting apparatus shall be attached to or erected near the trampoline.
- Trampoline shall not to be used for storage of items.
- Landscaping and trees for shielding may be required pre and/or post approval (depending on placement when moved).



## Legendary Run Community Association, Inc.

### 21st Amendment to the Legendary Run Declaration of Covenants, Conditions and Restrictions and Reservation of Easements

#### Satellite Dish

The intent of this provision is to protect the architectural character of our homes, especially when viewing from the front, and in the case of a golf course home, the rear as well.

The following recommend locations take into account that the satellite dish has to have the proper 'sky view' in order to operate. The dish should be mounted in the most preferred area listed below that still allows the dish an adequate 'sky view'. No dish shall be installed on the front facade of a house, or on a section of roof that is visible from the street (front sloping, gable side or side hip). Installation shall minimize exposed wiring. All wiring to shall be tightly affixed to the house and hidden to the maximum extent possible.

Preferred mounting areas (most preferred to least preferred):

- Install on side of house adjacent to incoming utilities (electric meter, gas meter, etc) at four feet (4') from grade level.
- Install on side of house opposite to the incoming utilities (electric meter, gas meter, etc) at four feet (4') from grade level.
- Install on rear of house at four feet (4') from grade level.
- Install on the side of the house near the rear roof rake/eave.
- Install on rear roof of house. Dish shall not be visible above the roofline from houses across the street at grade level (standing).
- Install in back yard at grade level within setbacks. Landscape shielding required.