

BRAMBLEWOOD ACRES I - PROTECTIVE COVENANTS

1. All lots on the plat shall be known and described as residential lots.
2. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached dwelling not to exceed two stories in height and a private garage.
3. The living area of the main structure, exclusive of servant's quarters, one story open porches and garages shall not be less than 1,500 square feet for a one story dwelling nor less than 1,800 square feet for a dwelling of more than one story.
4. No trailer, tent, basement, shack, garage, barn or other outbuilding erected in this subdivision shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.
5. No fence, wall or hedge shall be permitted to extend nearer to any street than the minimum building set back line.
6. No sign or billboard except professional or "For Sale" signs shall be erected on any lot, and no barn, stable or other outbuilding for housing domestic animals or poultry shall be erected on the premises, nor shall any domestic animals or poultry, except household pets, be permitted.
7. No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
8. These covenants and restrictions are to run with the land and shall be binding on all parties claiming under them until January 1, 1986 at which time they are automatically extended for successive ten (10) year periods, unless by a vote of a majority of the property owners in this subdivision, these covenants and restrictions are amended or terminated.
9. These covenants and restrictions shall be enforceable by injunction and otherwise by the grantor, his successors or assigns.
10. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

RESTRICTIVE COVENANTS BRAMBLEWOOD II - SECTION I

1. No lot in this subdivision shall be used except for residential purposes. No structure shall be erected on any lot except one single-family dwelling house (which may include an attached garage) and a separate garage, part of which may include living quarters for servants.
2. Construction is prohibited on any structure, fence, wall or the Grantor or the Grantor's designee has approved building until the plans and specifications. The Grantor, or the Grantor's designee, shall have the sole discretion of approving or rejecting any and all plans as to design, grades, exterior materials and the location of the building or buildings on the lot. A qualified professional architect or engineer shall design every building.
3. Walls or fences to be erected on any lot shall be ornamental in character as set forth here and above and shall not exceed four (4) feet in height except where the height must be more due to government regulation concerning swimming pools. No wall or fence shall extend into the front yard beyond the front setback line of each respective residence, except, however, any retaining wall or other wall required by nature of the contour of the lot.
4. Lots in this subdivision shall be used for residential purposes only and no lot shall be used or occupied for the manufacture or sale of any articles or for the carrying on of any business or profession.
5. No part of the house shall be nearer than fifty (50) feet from the front property line, side set-back lines shall be no less than ten (10) feet and rear set-back lines shall be no less than thirty-five (35) feet, except, however, corner

and pie shaped lots set-backs will be given by the Grantor before construction.

6.
 - A. All houses in the subdivision shall be constructed of stone, brick, brick and frame, or other approved construction materials and shall not have less than 1,500 square feet of enclosed livable area. Living quarters shall include all finished living area but shall exclude garage and basement areas.
 - B. No asbestos siding shall be used in the construction of any house, nor shall cinder blocks or concrete blocks be exposed on any exterior wall without the written approval of the Grantor or the Grantor's designee. No modular houses will be permitted in the subdivision unless the plans are approved by Bramblewood Development, Inc. or designee.
7. No hogs, goats, poultry or other livestock shall be kept on any lot in this subdivision, except, however, each residence shall be permitted ordinary household pets of not more than two (2) dogs and two (2) cats. No commercial use or breeding of any animals will be permitted on any lot in this subdivision.
8. No offensive odors or unsightly nuisances will be permitted on any lot in this subdivision which may be construed to be detrimental to the neighborhood.
9. No structure or structures of a temporary character, trailer, barn or other outbuilding shall be used on any lot after the permanent residence on each respective lot has been completed. This will not prohibit a small temporary sales office of the Grantor to be used while the subdivision is under development.
10. No oil drilling, quarrying or mining operations shall be permitted on any of the lots in this subdivision.
11. No lot shall be used or maintained as a dumping ground for rubble, trash, garbage or other waste.
12.
 - A. No trucks of any kind shall be permitted to be parked in this subdivision for a period of more than four (4) hours, unless the same is actually being used for construction or repair work on a house in the subdivision; however, in no event will any truck be permitted to be parked in the subdivision overnight, unless said truck is in an enclosed garage. For point of clarification, passenger type station wagons shall not be construed to mean that they are trucks but rather they are to be classified in the same category with any other passenger type automobile.
 - B. No vehicles with lettered signs, which letters shall be over four (4) inches in height, shall be parked on any lots or streets for more than four (4) hours at a time, and no vehicles with letters over four (4) inches in height shall be parked overnight, unless said vehicle is in an enclosed garage.
 - C. No boats, trailers, mobile homes, shall be permitted to be parked on any lot in the subdivision unless same is stored or parked in an enclosed garage so as not to constitute an unsightly nuisance to the surrounding property.
 - D. No buses shall be parked on any lots or streets in the subdivision.
 - E. No vehicles, which constitute an unsightly nuisance, shall be allowed to be parked on any of the lots or streets in this subdivision.
 - F. These restrictions, with reference to vehicles as referred to in this paragraph, shall not apply to vehicles used in the building and development of this subdivision.
13. Any garage door that faces a street must have an electric garage door opener installed.
14. No permanent type sign shall be permitted on any lot or building in the subdivision, however, owner, or owner's agent shall be permitted to place signs advertising their property for sale or rent. This does not prohibit street or subdivision signs, or real estate signs for sale or rent, or stationery subdivision signs.
15. These restrictions shall remain in full force and effect until December 31, 1997; unless, however, 75% of the lot owners in this subdivision, together with Bramblewood Development, Inc., as long as Bramblewood owns any lots, vote to make any changes, amendments, additions or cancellations of any or all of these deed restrictions.

16. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
17. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

RESTRICTIVE COVENANTS BRAMBLEWOOD ACRES II - SECTION II

The restrictions governing Section II of Bramblewood Acres II are the same as the ones governing Section I of Bramblewood Acres II.

RESTRICTIVE COVENANTS BRAMBLEWOOD ACRES II - SECTIONS III, IV, & V

1. No lot in this subdivision shall be used except for residential purposes. Each lot may contain one single-family dwelling house, which may include an attached garage. Attached living quarters for servants, however no detached garages shall be constructed or any other accessory building.
2. Construction is prohibited on any structure, fence, wall or the Grantors or the Grantors' designee has first approved building until the plans and specifications. The Grantors or the Grantors' designee shall have the sole discretion of approving or rejecting any and all plans as to design, grades, exterior materials and the location of the building or buildings on the lot, but shall not be arbitrary.
3. No wall or fence shall extend into the front yard beyond the setback line of each respective residence except however one retaining wall or other wall required by nature of the contour of the lot. Permitted fences shall not exceed four (4) feet in height except fences surrounding swimming pools, which may be higher when, required by law.
4. All houses in the subdivision shall be constructed of stone, brick and frame or other approved construction materials and shall not have less than 1,800 square feet of enclosed livable space excluding garage and basement areas.
5. No hogs, goats, poultry or other livestock shall be kept on any lot in this subdivision, except however each residence shall be permitted ordinary household pets of not more than two (2) dogs and two (2) cats. No commercial use or commercial breeding of any animals shall be permitted on any lot in this subdivision.
6. No structure or structures of a temporary character, trailer, barn or other outbuilding shall be used on any lot after the permanent residence on each respective lot has been completed. This will not prohibit a small temporary sales office of the Grantor to be used while the subdivision is being developed.
7. No trucks having more than four load-bearing wheels shall be permitted to be parked within this subdivision for a period of more than eight (8) hours, unless the same is actually being used for construction or repair work of a house in the subdivision; in no event will any such truck be permitted to be parked in the subdivision overnight, unless said truck is in an enclosed garage.
8. No boats, trailers, mobile homes, or house vehicles shall be permitted to be parked on any lot in the subdivision unless same is stored or parked in an enclosed garage, except while loading.
 - a. Unloading or cleaning shall not exceed twelve (12) hours.
 - b. No buses shall be parked on any lot or street in this subdivision.
 - c. No vehicle, which constitutes an unsightly nuisance, or any unlicensed vehicle shall be permitted in this

subdivision.

- d. These restrictions with reference to vehicles as referred to in this paragraph shall not apply to vehicles used in the construction and development of this subdivision.
9. These covenants and restrictions are to run with the land and shall be binding on all parties claiming under them until January 1, 1999 at which time they are automatically extended for successive ten (10) year periods, unless by a vote of 75% of the property owners in this subdivision, these covenants and restrictions are amended or terminated.
10. These covenants and restrictions shall be enforceable by injunction and otherwise by the Grantor, his successors or assigns.
11. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
12. Any garage door that faces the street must have an operable electric garage door opener installed at the time of construction. This electric operator is to be kept in good repair during the life of the building.
13. Any home having its own sewage treatment facility will incorporate a sub-surface sand filter within that system.

BRAMBLEWOOD HOMEOWNERS ASSOCIATION, INC.* CONSTITUTION

ARTICLE I - NAME

The name of this organization shall be the Bramblewood Homeowners Association (hereinafter referred to as "Association").

ARTICLE II - LOCATION

The Association is located in the area identified as Bramblewood Acres I and II and Halcyon Hill Lane in Miami Township, Clermont County, Ohio⁴.

ARTICLE III - PURPOSE

The purpose for which the Association is formed is to promote the general welfare of Bramblewood residents. To that end, special attention is given to public improvements, which will include, but not be limited to, concerns of safety, economics, environment, recreation, and sociality.

ARTICLE IV - MEMBERSHIP

Anyone who owns or rents a home in Bramblewood Acres or Halcyon Hill Lane, and legally resides therein, shall be eligible to become a member of the Association⁴.

ARTICLE V - OFFICERS

The Association shall have as officers a committee of 3 trustees, each elected for a 3 year staggered term The Trustee in the 3rd year of office will be considered the presiding senior Trustee and will preside over all official functions of the organization. In addition, there shall be a Treasurer and Secretary who also will have a voting position on the executive committee. There shall also be various non-voting committee chairpersons as appointed by the executive committee.

ARTICLE VI - NULLIFICATION

The Association will nullify this constitution in its entirety upon acceptance of a new constitution. Acceptance is satisfied by

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a two-thirds affirmative vote of Bramblewood Acres residents then in attendance at the voting place and time previously announced to all Bramblewood Acres residents.

* It shall be the intent of the Association to incorporate as a not-for-profit Corporation under the laws of the State of Ohio.

BRAMBLEWOOD HOMEOWNERS ASSOCIATION BY LAWS

ARTICLE I - MEMBERSHIP, DUES, AND VOTING RIGHTS

- Section 1. Each resident of the Bramblewood Acres or Halcyon Hill Lane is eligible to become a member of the Association upon proper application to the Association⁴.
- Section 2. Each homeowner(s)-shall be eligible to be a voting member of the Association and shall be entitled to vote on all matters brought before the Association for consideration (including the election of officers). **Only one vote can be cast per household.**
- Section 3. A voting member is a homeowner in good standing.
- Section 4. Annual dues shall be **as recommended by the executive committee** for the period January 1 through December 31 of each calendar year. Annual payments are due **March 1st** of each year to cover the current year². One who pays dues shall be a member in good standing. New members of the Association shall pay full dues if they join during the period January 1 through June 30, and half the annual dues if joining during July 1 through December 31.

ARTICLE II - MEETINGS

- Section 1. Annual meetings of the Association membership will be held each year **during the last quarter** during which the elections of officers for the following year will be held.
- Section 2. Other meetings of the Association membership will be held at the discretion of the Executive Committee, providing 14 days prior written notice to the membership is given.
- Section 3. Twenty percent of the households in good standing represented by a voting member in attendance shall constitute a quorum for the transaction of business in any meeting of the Association membership. A simple majority of voting members present can conduct business.

ARTICLE III - ELECTION OF OFFICERS

- Section 1. Only members in good standing shall be eligible to hold office in the Association.
- Section 2. The election of officers of the Association shall take place at the annual meeting. Officers shall be elected to serve for a period of three years beginning January 1st.
- Section 3. All elections of officers shall be by secret ballot. The nominee receiving the greatest number of votes shall be declared elected. However, if there is but one nominee for any office, it shall be in order to move that the Secretary cast the elective ballot of the Association for the nominee.
- Section 4. Two months prior to the annual meeting, the **Senior Trustee** shall appoint a nominating committee of five members. The members for each office to be filled and report its nominees one month prior to the annual meeting provided the consent of the nominee has been obtained.
- Section 5. Whenever a vacancy shall occur in the Executive Committee of the Association, the following procedure shall be followed in filling each vacancy--an election shall be held at the next meeting of the Association membership at which time nominations may be made from the floor and the successor to such position shall be elected to fill the un-expired term of the vacated office.

ARTICLE IV - DUTIES OF OFFICERS

- Section 1. The **Senior Trustee** shall preside at all meetings of the Association membership and of the Executive Committee; shall perform such other duties as may be prescribed by these bylaws or assigned by the Association or the Executive Committee; and shall coordinate the work of the officers and committees of the Association in order that the purpose of the Association may be promoted.
- Section 2. The **next most senior Trustee** shall act as an aide to the **Senior Trustee** and shall perform the duties of the **Senior Trustee** in the absence or disability of that officer to act.
- Section 3. The Secretary shall record the minutes of all meetings of the Association membership and of the Executive Committee and shall perform such other duties as may be delegated.
- Section 4. The Treasurer shall receive and disburse all funds of the Association and deposit or invest its money in a manner approved by the Executive Committee; shall keep a complete and accurate account of all receipts and expenditures and shall be responsible for the maintenance of all such books of accounts and records; shall present a financial report at every meeting of the Association membership and at other times as requested by the Executive Committee and shall make a full report at the annual meeting. A committee, appointed by the Senior Trustee at the annual meeting, shall make an annual audit of the Treasurer's books.
- Section 5. There will be three **non -voting** Directors of Committees whose duties shall be to oversee activities of committees; they shall report activities of the committees at each meeting of the Association membership or Executive Committee.³

ARTICLE V - EXECUTIVE COMMITTEE

- Section 1. The Executive Committee will consist of the officers of the Association.
- Section 2. The duties of the Executive Committee shall be to transact necessary business in the intervals between Association meetings and such other business as may be referred to by the Association; to approve of the plans of committees before presentation to the Association membership; and to approve expenditures within limits of its authority.
- Section 3. Meetings of the Executive Committee shall be held prior to meetings of the Association membership, the time and place to be fixed by the Executive Committee. A majority of the Executive Committee shall constitute a quorum for the transaction of business. Special meetings of the Executive Committee may be called by the **Senior Trustee** or by a majority of its members.

ARTICLE VI - AUTHORITY

- Section 1. **The committee chairperson shall authorize all expenditures up to \$200, provided that the executive committee gave previous budget authorization. For all expenditures over \$200. The executive committee shall be required to approve each expenditure. All expenditures over \$2000. Or a full meeting of the membership must approve the acquisition or disposal of tangible property.**
- Section 2. No assessments may be passed or levied by the Association or the Executive Committee.
- Section 3. A majority of the Executive Committee will be required to enter into contracts on behalf of the Association. All expenditures shall be by check and the Treasurer or Senior Trustee must sign all checks.

ARTICLE VII - PARLIAMENTARY PROCEDURE

- Section 1. The **Senior Trustee** will conduct Association meetings under general parliamentary procedure.

ARTICLE VIII - AMENDMENTS

These bylaws may be amended at any meeting of the Association membership by a two-thirds affirmative vote of the members in good standing then in attendance, provided a quorum is obtained and provided further that written notice of the proposed amendment shall have been given to all members in good standing at least 14 days prior to the meeting at which the amendment is to be acted upon.

- (1) Amended 12/02/80
- (2) Amended 11/ /81
- (3) Amended 01/27/83
- (4) Amended 02/16/95
- (5) Amended 10/5/02**