

**AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR CROWN POINT ESTATES AND CROWN POINT MEADOWS**

**THIS AMENDMENT OF DECLARATION** is made by the Crown Point Homeowners Association, Inc. (the “**Association**”) as to Crown Point Estates, Sections 1, 2, 3, 4 and 5, and Crown Point Meadows, Sections 1, 2 and 3, for the purposes and intent noted herein.

**WHEREAS**, a Declaration of Covenants, Conditions and Restrictions for Crown Point Estates, Section 1 (the “**Original Declaration**”), exists and is recorded in Book 1267, Pages 592 through 619, of the Recorder’s Office of Warren County; and

**WHEREAS**, a Declaration of Covenants, Conditions and Restrictions for Crown Point Estates, Section 2, exists and is recorded in Book 38, Pages 14 through 15, of the Recorder’s Office of Warren County; and

**WHEREAS**, an Amendment of Declaration of Covenants, Conditions and Restrictions for Crown Point Estates, Section 1 and Section 2, exists and is recorded in Book 1696, Pages 783 through 785, of the Recorder’s Office of Warren County; and

**WHEREAS**, a Declaration of Covenants, Conditions and Restrictions for Crown Point Estates, Section 3, exists and is recorded in Book 2290, Pages 874 through 876, of the Recorder’s Office of Warren County; and

**WHEREAS**, Declaration of Covenants, Conditions and Restrictions for Crown Point Estates, Section 4, exists and is recorded in Book 3240, Pages 159 through 160, of the Recorder’s Office of Warren County; and

**WHEREAS**, Declaration of Covenants, Conditions and Restrictions for Crown Point Estates, Section 5, exists and is recorded in Book 4731, Pages 585 through 587, of the Recorder’s Office of Warren County; and

**WHEREAS**, Declaration of Covenants, Conditions and Restrictions for Crown Point Meadows, Section 1, exists and is recorded in Book 1848, Pages 637 through 640, of the Recorder’s Office of Warren County; and

**WHEREAS**, Declaration of Covenants, Conditions and Restrictions for Crown Point Meadows, Section 2, exists and is recorded in Book 2290, Pages 870 through 873, of the Recorder’s Office of Warren County; and

**WHEREAS**, Declaration of Covenants, Conditions and Restrictions for Crown Point Meadows, Section 3, exists and is recorded in Book 2715, Pages 975 through 978, of the Recorder’s Office of Warren County; and

**WHEREAS**, Kahmann Development Corporation and D.J. Kahmann Developer, Inc., as purported “Declarants,” recorded Amendments to the Declaration of Covenants, Conditions and Restrictions for Crown Point Estates and Crown Point Meadows, on or around September

20, 2012 and December 20, 2012, in Book 5643, Pages 711 through 722 and Book 5719, Pages 451 through 459, respectively, of the Recorder's Office of Warren County (collectively, the "2012 Kahmann Amendments"); and

**WHEREAS**, the majority of the members of the Association desire to amend the Declaration to eliminate errors and inconsistencies and to improve the management and operations of the Association; and

**WHEREAS**, a majority of the members in the Association voted to amend certain sections of the Declaration; and

**WHEREAS**, the Original Declaration and all subsequent amendments and annexations are collectively referred to as the "**Declaration**;" and

**WHEREAS**, the terms and conditions of this amendment supercede and govern over any conflicting or inconsistent terms and conditions in the Declaration.

**NOW, THEREFORE**, pursuant to Article III, Section 3.04 of the Original Declaration, the following amendments are hereby made to the Declaration, including any other section or annexation property which may, from time to time, be subjected to the Declaration.

I. The 2012 Kahmann Amendments are hereby deleted and are deemed invalid, null and void and of no force and effect.

II. Article II, Section 2.11 of the Declaration is hereby deleted in its entirety and replaced with the following:

2.11 Declarant: There is no Declarant in the Property. The original Declarant, Kahmann Development Corporation, Inc., is no longer the Declarant and neither is any other person or entity.

III. Article II, Section 2.17 of the Declaration is hereby deleted in its entirety and replaced with the following:

2.17 Member: Any person or entity who holds a membership in the Association. The only category of membership in the Association is an Owner.

IV. Article III, Section 3.04 of the Declaration is hereby deleted in its entirety and replaced with the following:

3.04 Amendment: The Declaration, including the Design Review Manual, is subject to amendment solely by a unanimous vote of the Board. The Board reserves the right to amend the Declaration and the Design Review Manual in response to technological, economic, environmental or social conditions; to changes in requirements of governmental agencies and/or financial institutions; to eliminate errors and/or inconsistencies; and to improve the management and operations of the Association.

V. Article V, Section 5.07 of the Declaration is hereby deleted in its entirety and replaced with the following:

5.07 Failure to Approve: In the event the ARB fails to approve any plans and specifications within thirty (30) days after their submission in complete form as may be required by the ARB, said plans and specifications shall be deemed to have been disapproved and rejected.

VI. Article V, Section 5.14 is hereby added to the Original Declaration:

5.14 Design Review Manual: The Design Review Manual for Crown Point Estates and Crown Point Meadows shall consist of the following terms and provisions:

1. The Design Review Manual ("DRM") has been established by the Association and may be amended from time to time solely by a unanimous vote of the Association Board. No building shall be erected or placed on any lot of this subdivision without prior written approval of the Architectural Review Board ("ARB"). All building plans must be submitted to and reviewed by the ARB. In reviewing such plans, the ARB may take into consideration factors such as the suitability of the proposed dwelling house and the materials of which it is to be built and the site upon which it is proposed to erect same, the harmony thereof with the surroundings, the quality and conformity of the proposed materials and plans compared to the existing houses in the rest of the Property and the effect of the dwelling house as planned on the outlook from adjacent or neighboring property.
2. For every lot which is required by the county to have and maintain a public sidewalk, that sidewalk shall be installed by the builder when the house is constructed.
3. Each lot shall use a mailbox and post approved by the ARB and each lot owner shall maintain and replace the same if damaged or in disrepair. The mailbox must be maintained in the same colors and style as the original mailbox.
4. Foundations shall be stepped down to grade such that no more than 3 feet of a bare concrete or block foundation wall shall be above ground.
5. No T.V. satellite dishes over 36" in diameter shall be allowed. No antennae may be erected which are not attached to the house nor may be higher than the highest part of the roof of the house. Antennae or satellite dishes shall not be installed on the front half of a house and, if possible, should not be visible from the street.

6. No vegetable garden shall be planted any closer to the street than the building set-back line.
7. No above ground swimming pools, of any type, shall be constructed on any lot.
8. Any lighting used to illuminate yard areas shall be equipped with suitable shielding or be designed as to avoid casting direct light on any other lot.
9. No dock or structure of any kind may be installed on, around, or near any retention ponds without the written consent of the ARB. Also, no boating, swimming or ice skating shall be permitted.
10. All lots in this subdivision shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling not to exceed two (2) stories in height above street grade at the front lot line and a private, attached garage for not more than three cars and not less than two cars.
11. No building shall be located nearer to the front lot or nearer to the side street line than the building set-back line as shown on the recorded plat, unless otherwise approved by the ARB and any applicable governmental agency. A minimum width of 10 feet shall be required for each side yard and 40 feet are required for a rear yard as required by the Clearcreek Township Zoning regulations and may be changed by a variance granted by the Board of Zoning Appeals.
12. No fence, wall, or hedge shall be permitted to extend nearer to any street line than the minimum building setback line, unless approved by the ARB, nor shall any chain link fence be permitted on any lot in this plat. No fence shall be higher than six feet tall, and no horizontal supports shall face away from the owner's property, unless approved by the ARB. All fences must be kept in good condition and repair.
13. The owners of all lots within the subdivision shall be required to maintain storm water drainage ways in accordance with the drainage easements so that the normal flow of water will have no interference.
14. Natural gas must be utilized on each lot.
15. **Crown Point Estates Requirements:** The total floor area of the main structure, exclusive of open porches, basements and garages, shall not be less than two thousand four hundred (2,400) square feet in the case of a tri-level (excluding the lower level); and two thousand two hundred (2,200) square feet in the case of a one story structure; and two thousand eight hundred (2,800) square feet in the case of one and one-half or two story structures. All structures must have a poured concrete basement. The exterior of any building shall be fully completed within a period of seven months from the time construction is commenced.

**Crown Point Meadows Requirements:** The total floor area of the main structure, exclusive of open porches, basements and garages, shall not be less than fifteen hundred (1,500) square feet in the case of a tri-level (including the lower level), or one story structure; and seventeen hundred (1,700) square feet in the case of one and one-half story or two story structures. The exterior of any building shall be fully completed within a period of seven months from the time construction is commenced.

- I 6. Landscaping requirements include a minimum of two front yard shade trees and a minimum of 15 other trees or shrubs along the front building line or lines. Landscaping must be installed within 6 months of certificate of occupancy.
17. All driveways in this subdivision with the exception of the "Private Drive" for lots 45, 46 and 47 must be constructed of brick or concrete unless approved by the ARB in writing.
18. Roof pitches on all homes are to be 6/12 or greater unless otherwise approved by the ARB in writing.
19. All Builders shall provide a "port-a-john" within 300 feet of the property line during construction.
20. Each lot must have an individual lamp post with electric eye control at the driveway, 5 feet behind the sidewalk or equivalent. The lamp post style must be approved by the ARB.
21. **Crown Point Estate Requirements:** no vinyl, aluminum, or plastic siding of any nature may be incorporated into the exterior siding construction. Aluminum/vinyl windows may be used but aluminum must be painted (not "mill finished").  
  
**Crown Point Meadows Requirements:** Vinyl, aluminum, or plastic siding of any nature may be incorporated into the exterior siding construction only with the approval of the ARB. Aluminum/vinyl windows may be used but aluminum must be painted (not "mill finished").
22. Each lot can have one accessory building. Said building must have a pitched roof of not less than 4/12, occupy no more than 200 square feet, be constructed of the same materials as permitted in the principal building, and be painted the same colors. Any door must face in toward the yard that the principal building occupies and be at least 5 feet off all property lines. The identical shingles used on the primary residence must be used on the accessory building.

VII. Article X, Section 10.06 of the Declaration is hereby deleted in its entirety and replaced with the following:

10.06 Voting Rights: If any Owner, Builder or Declarant fails to pay any regular assessment or any special assessment assessed by the Association according to the Association's books and

records, the non-paying party, person or entity shall not have a right to vote in any Association Board election or vote on any Association voting matter until the assessments are paid in full. In addition, the Association may temporarily suspend an Owner's voting rights for a period not to exceed thirty (30) days for any infraction of the Association's published rules and regulations.

IN WITNESS WHEREOF, THE ASSOCIATION BOARD has duly signed and acknowledged this Amendment of Declaration this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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Patty Steck

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Dave Donaldson

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Doug Kash

STATE OF OHIO :

COUNTY OF WARREN : s.s.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by Patty Steck, President of the Crown Point Homeowners' Association, Inc. Board, on behalf of the Association.

\_\_\_\_\_

Notary Public

STATE OF OHIO :

COUNTY OF WARREN : s.s.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by Dave Donaldson, Treasurer of the Crown Point Homeowners' Association, Inc. Board, on behalf of the Association.

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

STATE OF OHIO :  
COUNTY OF WARREN : s.s.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by Doug Kash, Secretary of the Crown Point Homeowners' Association, Inc. Board, on behalf of the Association.

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

This instrument was prepared by:  
Greg Hadley, Esq.  
280 Diamond Drive  
Centerville, OH. 45458