

## **THIRD AMENDMENT**

TO DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATION OF EASEMENTS  
FOR WOODCREEK ASSOCIATION, INC.

VOL: 669 PAGES: 892 – 899

MAY 14<sup>th</sup>, 1982

CLERMONT COUNTY, OHIO

RECORDER'S DEED RECORDS

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Woodcreek Homeowners' Association, Inc.  
P.O. Box 771  
Milford, OH 45150

THIRD AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS  
FOR  
WOODCREEK ASSOCIATION, INC.

This Third Amendment to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Woodcreek Association, Inc. is made this 14<sup>th</sup> day of May, 1982, by Towne Properties, Ltd., an Ohio limited partnership (hereinafter the "Developer"), and the undersigned Owners.

W I T N E S S E T H:

WHEREAS, the Developer (or its predecessor in title and interest) has heretofore as original owner of certain lands in Clermont County, Ohio subjected said lands to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements of Woodcreek Association, Inc. (the "Declaration"), which Declaration has been heretofore recorded in Deed Book 610, at Page 229, Clermont County, Ohio Recorder's Records, and certain additional lands have been subjected, annexed and submitted to the Declaration by Supplemental Declaration, all of which lands are described in Exhibit A attached hereto and made a part hereof, and

WHEREAS, Section 13.2 of the Declaration provides in part that the Declaration may be amended by a recorded instrument executed by at least two-thirds of the Owners of all Parcels; provided, however, that any such amendment shall become effective only with the written consent of the Developer, if during the Development Period, and

WHEREAS, at the time of the execution and recording of this Amendment, the Development Period is still in effect, and

WHEREAS, the First Amendment to the Declaration has been recorded in Book 37, at Page 56, of the Clermont County, Ohio Recorder's Deed Records, and

WHEREAS, the Second Amendment to the Declaration has been recorded in Book 652, Page 401, of the Clermont County, Ohio Recorder's Deed Records, and

WHEREAS, the Developer and the undersigned Owners, all of which together constitute at least two-thirds of all Owners of all Parcels, desire to further amend the Declaration.

NOW, THEREFORE, in consideration of the premises contained herein, this Second Amendment to the Declaration is hereby made.

The Declaration is hereby amended as follows:

1. Section 1.13 is amended to read as follows:

Development Period. "Development Period" means the period commencing on the date on which this Declaration is Recorded and terminating on the earlier of (a) the date six (6) years after such date or (b) the day next following the last day on which the Developer owns no part of the Property.

2. Section 2.2 is amended by deleting the first sentence of the second paragraph thereof, and inserting in lieu thereof, the following sentence:

Until the end of the calendar year during which 140 of all Parcels of the Property have been improved by the construction and completion of a single-family Dwelling Unit which is occupied by a Resident, or until December 31, 1984, whichever is earlier, the Developer shall pay to the Association, not later than ninety (90) days after the end of the calendar year in question, the amount of any operating deficit incurred by the Association in that calendar year.

3. Section 6.2 is amended by deleting the third sentence thereof, and inserting in lieu thereof, the following sentence:

After the earlier of (a) the end of the calendar year in which 140 of the Parcels of the Property have been improved by the construction and completion of single-family Dwelling Units which are occupied by Residents, or (b) December 31, 1984, all Trustees shall be elected by the Owners.

4. Section 8.1 is amended by deleting the first sentence thereof, and inserting in lieu thereof, the following sentence:

Until such time as there are 125 Owners obligated to pay the Assessment, or until December 31, 1982, whichever is sooner, any maintenance of the Lake determined by the Developer to be necessary shall be without exception the responsibility of the Developer.

5. Section 4.2 is amended by deleting "six percent (6%) per annum" and inserting in lieu thereof "one and one-half percent (1-1/2%) per month."

Unless amended by this Third Amendment, all of the terms and provisions of the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Woodcreek Association, Inc., as previously amended by the First and Second Amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer and the undersigned Owners, constituting at least two-thirds of all Owners of all Parcels, have caused this Third Amendment to be executed on the day and year first above mentioned.

Signed and acknowledged  
in the presence of:

TOWNE PROPERTIES, LTD., an Ohio  
limited partnership,

Brenda C. Shaw  
Land S. Canada

By: N. B. J.  
General Partner

John T. King  
Margaret Greenlee  
John T. King  
Margaret Greenlee  
Paul C. Johnson  
Margaret Greenlee  
John T. King  
Margaret Greenlee  
John T. King  
Margaret Greenlee  
John T. King  
Margaret Greenlee  
John T. King  
Margaret Greenlee  
John T. King  
Margaret Greenlee

OWNERS:

- ① Paul C. Johnson 983 Creek Knoll
- ② William Klein
- ③ Grace Karp
- ④ John R. Calhoun 5489 Woodbridge
- ⑤ Donald W. Clark 6001 Woodbridge
- ⑥ Carol A. Clark
- ⑦ Paul M. Marshall 972 Woodcreek
- ⑧ Valerie J. Marshall
- ⑨ Susan M. McConnell
- ⑩ J. D. M. Connell 954 Creek Knoll
- ⑪ P. M. M. M. 5997 Wood View
- ⑫ Joanne Matunas
- ⑬ Eugene J. Santee
- ⑭ 5949 Shawnee Dr.
- ⑮ Rais C. Santee



-3-

[illegible]

-3-

Gayle E. Radlinski  
⑩ Paul E. Radlinski 5996 Woodruff  
Ellen Alberta 5992 Woodruff

⑪ J. M. Jones  
Will Crane

(12) Margaret Crane 5988 Woodlark  
Dul Lemme

⑬ Diana Lawrence 977 Woodcreek  
Jane A. Faber — — — — —

(14) Shawn J Fisher 5946 SHALLOW CREEK DRIVE

(15) Albert E. Vierling  
Maxwell Vierling  
Anthony W. Rod

(16) Caral Rod 970 Woodcreek Dr.  
Clayton R. Trafer 941 WOODCREEK

(17) Putt A. Traylor  
 Felix M. Vollenman 5926 Woodridge  
 W. J. P. 1831

(18) William R. Wells  
London - I. Pfizer  
1990 Woodstock Va.

(19) James S. New  
George H. Austin  
(20) 9541 WOODBINE

② 59-57 Wadbridge

22

① \_\_\_\_\_

24

(26)

(27) \_\_\_\_\_

28 \_\_\_\_\_

STATE OF OHIO )  
 ) SS:  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this 14<sup>th</sup>  
day of May, 1982, by Neil Bortz, General Partner,  
of Towne Properties, Ltd., an Ohio limited partnership, on behalf of the part-  
nership.

Linda S. Canada  
NOTARY PUBLIC

LINDA S. CANADA  
Notary Public, State of Ohio  
My Commission Expires Aug. 2, 1984

STATE OF OHIO )  
 ) SS:  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this 20<sup>th</sup>  
day of March, 1982, by all of the foregoing individuals, save and  
except for NEIL BORTZ (for Towne Properties, Ltd.)

Margaret Ann Greenlee  
MARGARET ANN GREENLEE  
Notary Public, State of Ohio  
My Commission Expires Nov. 9, 1985

NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

Herbert B. Weiss, Esq.  
Smith & Schnacke  
A Legal Professional Association  
2900 DuBois Tower  
511 Walnut Street  
Cincinnati, Ohio 45202

Name of Partnership  
Towne Properties, Ltd.  
Vol. 3 Pages 254 256 1381  
KENNETH A. KAHLE, SR., Recorder  
DATE 6-7-82 DEP. Judy Dalton

RECORDED JUN 7 1982 FEE \$ 7.00  
KENNETH A. KAHLE, SR. - RECORDER - CLERMONT CO., OHIO

VOL \_\_\_\_\_ PG \_\_\_\_\_

CLERMONT COUNTY  
BATAVIA, OHIO

82 JUN 7 AM 11.08

RECEIVED FOR RECORD  
KENNETH A. KAHLE SR.  
RECORDER

THIRD AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS  
FOR  
WOODCREEK ASSOCIATION, INC.

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IN WITNESS WHEREOF, the Developer and the undersigned Owners, constituting at least two-thirds of all Owners of all Parcels, have caused this Third Amendment to be executed on the day and year first above mentioned.

Signed and acknowledged  
in the presence of:

TOWNE PROPERTIES, LTD., an Ohio  
limited partnership,

Brenda C. Shaw  
Len D. S. Conner

By: Ken Bry  
General Partner

OWNERS:

Andrew T. Kemp  
Margaret Greenlee  
Andrew T. Kemp  
Margaret Greenlee  
Andrew T. Kemp  
Margaret Greenlee  
Andrew T. Kemp  
Margaret Greenlee  
Andrew T. Kemp  
Margaret Greenlee  
Andrew T. Kemp  
Margaret Greenlee  
Andrew T. Kemp  
Margaret Greenlee  
Andrew T. Kemp  
Margaret Greenlee

1. Thomas Conner Lucia Martin 966 Woodcreek Dr.  
2. Vernon Turner Mary Turner 5984 Woodbridge  
3. Ray H. Pender Arta Pender 5995 Woodcreek  
4. Charles M. Child John H. Child 5905 Cooks Rd.  
5. Fory P. Brown Ellen Brown 5974 Woodbridge  
John C. Whitson 5982 WOODBRIDGE DR.  
6. Dolores Whitson  
Maria Katz 5990 Woodbridge Dr.  
7. Ronald A. Katz  
Marion B. McElroy  
8. John L. McElroy 982 WOODCREEK DR.

-3- Jay H. Barkman

9 1/2 Barbean (egg woodcreeper)

*[Handwritten signature]*

① Martin J. P. 5994 Woodridge  
Waukegan, Ill.

Waverly Johnson  
10 JHN. JHN. 5714 WOODRIDGE DR.

Charles L. Frick

(12) E. Louise Fisher 5932 Orchard  
College Park, Md.

(13) William H. Potter 957 Woodcrest  
Elaine Malley

5948 Shallow Creek 19

Diane Haas

(15) D. Michael Haas 952 Wood Creek  
Lance and S. To Chip

16 Chenopodium 5947 Shallow Creek

(17) ~~James A. Osborn~~  
James A. Osborn 959 Woodside

(12) Madelon MacGonigal 5936 Guelbuiac

①9 Edward C. Hossa 5991 Woodward Dr.

John M. Duggio 973 Wood Creek Drive

30 Robert Kuyper  
R.R. 2 Box 5938 CRENSHAW

(2) Carol Peterson 5938 Creekview  
Kalamazoo Fr. Ho M.D. 5947 Wardside Dr.

(20) Annabelle L. G.  
Joan B. Wernke  
5950 Shadow Creek Dr.

(23) Bull Terrier  
1/18/84 - 10/11/84 5957 Shallow Creek

(24) <sup>W. H. H. H.</sup>  
Burrill, Joseph  
G. H. H. H.

(25) 544, 5186 Woods, Dec 11

John A. Woodward  
(26) Susan Woodward 5937 Creekview Dr.

27 James M. Dorman 59 3/4 Christopher St  
Betty Holmes

[illegible]



VOL 669 PAGE 899

STATE OF OHIO )  
 ) SS:  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of May, 1982, by Neil Bortz, General Partner, of Towne Properties, Ltd., an Ohio limited partnership, on behalf of the partnership.

Linda S. Canada  
NOTARY PUBLIC  
LINDA S. CANADA  
Notary Public, State of Ohio  
My Commission Expires Aug. 7, 1984

STATE OF OHIO )  
 ) SS:  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of March, 1982, by all of the foregoing individuals, save and except for NEIL BORTZ (for Towne Properties, Ltd.).

Margaret Ann Greenlee  
MARGARET ANN GREENLEE  
Notary Public, State of Ohio  
My Commission Expires Nov. 9, 1985  
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

Herbert B. Weiss, Esq.  
Smith & Schnacke  
A Legal Professional Association  
2900 DuBois Tower  
511 Walnut Street  
Cincinnati, Ohio 45202

Name of Partnership  
Towne Properties, Ltd.  
Vol. 3 Pages 257 and 381  
KENNETH A. KAHLE, SR., Recorder  
DATE 6-7-82 DEP. Judy Easton

CLERMONT COUNTY  
DAYTON, OHIO

82 JUN 7 11:09

RECEIVED FOR RECORD  
KENNETH A. KAHLE SR.  
RECORDER

RECORDED JUN 7 1982 FEE \$ 7.00  
KENNETH A. KAHLE, SR.-RECORDER-CLERMONT CO., OHIO