

TRANSFER NOT NEEDED  
ROGER REYNOLDS  
BY 4/14/11  
AUDITOR, BUTLER CO., OHIO



Image ID: 00007827573 Type: OFF  
Recorded: 04/14/2011 at 03:20:39 PM  
Fee Amt: \$148.00 Page 1 of 17  
Workflow# 000092805-0001  
Butler County, Ohio  
Dan Crank COUNTY RECORDER  
File# 2011-00015777

BK **8326** PG **1403**

**CODE OF REGULATIONS**  
for  
**Providence Manor Home Owners Association**

**ARTICLE I**  
**GENERAL**

**SECTION 1.            NAME AND NATURE OF ASSOCIATION**

The name of the Association shall be Providence Manor Home Owners Association, and shall be an Ohio non-profit corporation as defined under Articles of Incorporation filed on August 12, 1987 with the Ohio Secretary of State.

**SECTION 2.            MEMBERSHIP**

Membership to the Association is as defined in Article III of the Declaration of Covenants. Each Owner upon acquisition of title to a Lot shall automatically become a Class A Member of the Association. Such Membership shall terminate upon the sale or other disposition by such Member of his or her Lot ownership, at which time the new Owner of such Lot shall automatically become a Member of the Association. Class A Members are obligated for the payment of the annual assessment and special assessments that may be levied by the Association under the rules defined in the Declaration of Covenants.

**SECTION 3.            DEFINITIONS.**

The terms used in this Code of Regulations shall have the same meaning as set forth in the Declaration of Covenants.

**SECTION 4. BOUNDARIES.**

The formal boundaries of the Association are as defined in the Declaration of Covenants and amendments thereto. These boundaries consist of residential property and common area bounded on the:

North by Hamilton Mason Road  
East by the Knottingwood Development  
South by Providence Manor II, the Horton Development  
West by State Route 747, Princeton Pike

These boundaries may be updated as residential property and common area are incorporated into the Association. To become a part of the Association, new development properties may be annexed by the developer (Declarant) without the consent of the Association. However, annexation of additional existing residential properties requires approval by vote of the Association in accordance with Article VII of the Declaration. These annexed existing residences or new properties must agree to requirements, covenants, and conditions, and will also be subject to annual assessments and special assessments as applicable.

**SECTION 5. RECORD RETENTION**

All records shall be maintained and made available for inspection at the defined offices. If because of an address change or a change in status of the Declarant, a new location for the Association records shall be established and all Members of the Association shall be notified. A private residence of an assigned Association Member or Trustee is also acceptable for record retention.

The principal office of the Association for the retention of records is currently located at:

David J. Clinton & Co., Inc.  
780 Nilles Road, Suite E-2  
Fairfield, Ohio 45014  
(513) 829-5743

**ARTICLE II**  
**MEETINGS OF MEMBERS**

**SECTION 1. PLACE OF MEETINGS**

Meetings of the Association shall be held at a suitable place convenient to the Members as may be designated by the Board of Trustees either in Union Township, Ohio or as convenient thereto as possible and practical.

**SECTION 2. ANNUAL MEETINGS**

A minimum of two (2) General Membership meetings shall be held each year, these meetings being at an interval of approximately six months. One of the meetings will be held within thirty (30) days (plus or minus) of the beginning of the Association's fiscal year (January 1<sup>st</sup>). The second meeting will be held within thirty (30) days (plus or minus) of the mid-year point (July 1<sup>st</sup>). Specific date, locations and times shall be set by the Board of Trustees and publicized to all Members.

A primary topic at the beginning of the fiscal year will be a review of the past and future year's status. The mid-year meeting shall include the election of the Association's Board of Trustees.

**SECTION 3. SPECIAL MEETINGS**

The President may call special meetings. In addition, it shall be the duty of the President to call a special meetings of the Association if so directed by resolution of a majority of a quorum of the Board of Trustees or a written petition signed by at least twenty-five percent (25%) of the total votes of each class of Members of the Association. The notice of any special meetings shall state the date, time, and place of such meeting and the purpose thereof.

**SECTION 4. NOTICE OF MEETINGS**

It shall be the duty of the Secretary to mail or cause to be delivered to the Owner of each Lot a notice of each semi-annual or special meeting of the Association stating the purpose of the meeting, as well as the time and place where it is to be held. If an Owner who is not a resident (e.g. a builder) wishes notice be given at an address other than his or her Lot, he or she shall designate such address by written notice to the Secretary. The mailing or delivering of a notice of a meeting in the manner provided in this Section shall be considered service of notice. If the meeting will require a vote of the Membership, a written notice must be provided no less than thirty (30) days, nor more than sixty (60) days, before the meeting.

**SECTION 5. WAIVER OF NOTICE**

Should a meeting of the Members be called without proper notice, attendance of the Membership at the meeting without protest being raised, prior to or at the commencement of the meeting, shall be deemed to be a waiver of notice by the



Member(s) of such meeting.

**SECTION 6. ADJOURNMENT OF MEETINGS**

If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place of the adjourned meeting are not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for regular meetings.

Those present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken shall be approved by at least a majority of Members required to constitute a quorum.

**SECTION 7. VOTING RIGHTS**

Voting rights are as defined in Article III of the Declaration of Covenants. Additionally, if only one of several Owners for a Lot is present at a meeting of the Association, that Owner is entitled to cast the vote allocated to that Lot. If more than one of the Owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any one of the Owners casts a vote allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. The Association may adopt rules regarding deadlocks.

Unless expressly reserved and the Association is notified of such reservation, a land contract vendee as defined in Chapter 5313 of the Revised Code, shall be deemed the proxy of a land contract vendor for purposes of this section.

**SECTION 8. PROXIES**

A vote allocated to a Lot may be cast pursuant to a proxy duly executed by an Owner. If a Lot is owned by more than one person, each Owner of the Lot may vote or register protest to the casting of votes by the Owners of a Lot through a duly executed proxy. An Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated and signed, or purports to be revocable without notice. Except as

hereinafter provided, proxy shall terminate one (1) year after its date, unless it specifies a shorter time. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering that Lot, its presentation to the Board of a copy of the mortgage shall be notice of the proxy designation, and if the mortgage so states, of the irrevocability of that designation. Written notice to the Board or notice in a meeting of a revocation of a proxy designation shall not affect any vote or act previously taken. Each proxy shall automatically cease upon conveyance of the Lot.

**SECTION 9. MAJORITY OF OWNERS**

As used in this Code of Regulations, the term majority shall mean those votes, Owners, Members totaling more than fifty percent (50%) of the total number of record on the date on which the vote is taken or in the case of a petition, the date the petition is tendered to the Board.

**SECTION 10. QUORUM**

A quorum for votes involving the raising of dues or special assessments is as defined in Article 4.5 of the Declaration of Covenants sixty percent (60%) of each class of Members. For all other matters, the presence in person or by proxy of one-third (1/3) of the Members of record shall constitute a quorum at meetings of the Association.

**SECTION 11. CONDUCT OF MEETINGS**

The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record all resolutions adopted, and all transactions that occur.

**SECTION 12. ACTION WITHOUT A MEETING**

Except for the election of Board Members, any action which may be authorized or taken at a meeting of the Members, may be authorized or taken without a meeting with the affirmative vote or approval, and in writing or writings signed by not less than a majority of the Members. Any such writing shall be entered into the minutes of the Association.

**ARTICLE III**  
**BOARD OF TRUSTEES**

**SECTION 1. GOVERNING BODY**

Except as otherwise provided by law, the Articles of Incorporation, the Declaration of Covenants or this Code of Regulations, all of the authority of the Association shall be exercised by or under the direction of the Board of Trustees

**SECTION 2. NUMBER AND QUALIFICATIONS OF TRUSTEES**

The Board of Trustees of the Association shall consist of the Declarant (Developer) plus four additional elected Board Members. The elected Board shall consist, as a minimum, of a President, Vice President, Secretary and Treasurer. The Declarant shall have the right to retain his position as Trustee so long as he retains Class B Membership status as defined in Article III, Section 2 of the Declaration of Covenants.

The Board may increase the number of Members on the Board as the size of the Association grows in order to maintain equitable representation on the Board. These additional Board positions will be filled by election of the General Membership and will be accomplished at a regular meeting or at a special meeting called by the Board

To qualify as a Member of the Board of Trustees, the individual must be a Member in good standing of the Association.

**SECTION 3. ASSISTANTS TO THE BOARD**

The Board may elect non-voting assistants and committees to assist in the administration of the Association. Such assistants shall have the authority and perform the duties prescribed from time to time by the Board,

The Board may hire (within the budget constraints of the Associations resources) additional professional assistance (accounting, tax specialists, insurance planners, legal counsel, etc.) and clerical administrative staff as justified to accomplish Association administration.

**SECTION 4. POWERS AND DUTIES**

The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board. The Board of Trustees shall have control and management of the assets of the Association and shall not commit the Association in excess of the funds on hand or reasonably anticipated to be collected through dues receivable.

**A. PRESIDENT**

The President shall be the chief executive officer of the

Association and shall preside at meetings of the Association and of the Board of Directors. He shall be a Member ex officio of all Association Committees. He shall communicate to the Association such matters and make suggestions as may in his opinion tend to promote the welfare and increase the usefulness of the Association, and shall perform such other duties as are necessarily incident to the office.

**B. VICE PRESIDENT**

The Vice President shall perform all duties of the President during the absence of the President. He shall perform the duties of the Chairman of the Nominating Committee and shall be an ex officio Member of all Association Committees.

**C. TREASURER**

The Treasurer shall have the primary responsibility for the finances of the Association. He shall oversee the accounting of all monies received and expended for the use of the Association, and shall make disbursements authorized by the Board of Trustees. All sums received by the Association shall be deposited in the bank(s) approved by the Board of Trustees and the Treasurer shall make a report of the financial status of the Association in the format and interval as directed by the President. Funds may be drawn only on the signature of the Treasurer or his officially designated representative and must be countersigned by another member of the Board of Trustees. All disbursements in excess of fifty dollars (\$50.00) require authorization of the Board of Trustees.

The funds, books and vouchers under his authority, with the exception of confidential reports submitted by the Members, shall at all times be subject to verification and inspection by the Board of Trustees. At the expiration of his term of office, the Treasurer shall deliver to his successor all books, monies, records and other property of the Association.

**D. SECRETARY**

The Secretary shall direct the administrative activities of the Association and perform such other duties as may be defined by the Board of Trustees. He shall be responsible for the maintenance and publication of the minutes of all meetings of the Board and the General Membership. He shall be responsible for providing notification of meetings to the Membership. He shall be responsible for the oversight of maintenance of the list of Members of the Association and will conduct correspondence to



execute all orders, votes and resolutions of the Board of Trustees. In conjunction with the Treasurer, he shall keep records as to any agents retained by the Association and will take charge of and supervise the performance of their duties.

**SECTION 5. NOMINATION OF TRUSTEES**

Nominations for election of the Board of Trustees shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, (the Vice President of the Board) and two (2) or more Members of the Association. The Nominating Committee shall be activated by the Vice President (Chairman) a minimum of sixty (60) days prior to the date of the elections.

The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine but in no event less than the number of vacancies or terms to be filled. Nominations shall be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes. The Board or any committee appointed by the Board shall solicit nominations.

**SECTION 6. ELECTION OF TRUSTEES**

The Trustees shall be elected at the mid-year meeting of the General Membership of the Association or at a special meeting called for the purpose of electing Trustees. At a meeting of Members of the Association at which Trustees are to be elected, only persons nominated as candidates, either by the Nominating Committee or from the floor, shall be eligible for election as Trustees and the candidates receiving the greatest number of votes shall be elected. Voting will be completed at the designated meeting, provided an appropriate quorum as defined in Article II, Section 10, above is present in person or by proxy. Proxy votes must be properly executed, dated, and signed and must be received no later than the adjournment of the meeting at which the voting is conducted. The Board may adopt rules regarding nominations and procedures for elections. Election to the Board shall be by secret written ballot and at such elections, the Members or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration of Covenants.

**SECTION 7. TERMS OF OFFICE; RESIGNATIONS**

Each Trustee shall hold office for a term of one (1) year and until their successor is elected, or until their earlier resignation, removal from office, or death. There is no limit to the number of consecutive terms that a Trustee can serve provided he meets the qualifications of Article III, Section 2, above.



Any Trustee may resign at any time by oral statement to that effect made at a meeting of the Board of Trustees or in writing to that effect delivered to the Secretary of the Association. Such resignation to take effect immediately or at such other times as the Trustee may specify. In the event of death or resignation of a Trustee, his or her successor shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of the predecessor.

**SECTION 8. COMPENSATION**

Members of the Board of Trustees shall serve without compensation, except that they may be reimbursed for actual expenses incurred on behalf of the Association.

**SECTION 9. REMOVAL OF TRUSTEES**

At any regular or special meeting of the Association duly called, any one or more of the Members of the Board of Trustees may be removed, with or without cause, by a majority vote of the Owners, and a successor may then and there be elected to fill the vacancy thus created. A Trustee whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting and purposes thereof and shall be given an opportunity to be heard at the meeting. Additionally, any Trustee who has three (3) unexcused absences from Board meetings or is delinquent in payment of an Assessment for more than thirty (30) days may be removed by a majority vote of the Trustees at a meeting, a quorum being present.

**SECTION 10. ORGANIZATION MEETINGS**

The first meeting of the Members of the Board of Trustees following each annual meeting of the Members shall be held within thirty (30) days thereafter at such time and place as shall be fixed by the Board.

**SECTION 11. REGULAR MEETINGS**

Regular meetings of the Board of Trustees may be held at such time and place as shall be determined from time to time by a majority of the Trustees, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter.

**SECTION 12. SPECIAL MEETINGS**

Special meetings of the Board of Trustees shall be held when called by written or verbal notice by the President or Secretary of the Association, or by any two (2) Trustees. The notice shall specify the time and place of the meeting and the nature of any special business to be considered.



**SECTION 13. NOTICE OF MEETINGS; WAIVER**

Notice of the time and place of each meeting of the Trustees, whether regular or special, shall be given to each Trustee by one (1) of the following methods; (a) personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Trustee or to a person at the Trustee's home or place of business who would reasonably be expected to communicate such notice promptly to the Trustee; or (d) by telegram or cablegram, charges prepaid. All such notices shall be given or sent to the Trustee's address or telephone number as shown on the records of the Association. Notice sent by first class mail shall be deposited into a United States mailbox, at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, telegraph or cablegram company shall be given at least seventy-two (72) hours before the time set for the meeting.

Should a meeting of the Board of Trustees be called without proper notice, attendance of the Trustee(s) at the meeting without protest being raised, prior to or at the commencement of the meeting, shall be deemed to be a waiver of notice by the Trustee(s) of such meeting.

**SECTION 14. QUORUM OF THE BOARD OF TRUSTEES**

At all meetings of the Board of Trustees, a majority of the Trustees shall constitute a quorum for the transaction of business, and the votes of a majority of the Trustees present at a meeting which a quorum is present shall constitute the decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of the Trustees, if any action taken is approved by at least a majority of the required quorum for that meeting. Notice of adjournment of a meeting need not be given if the time and place to which it is adjourned are fixed and announced at such meeting. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted.

**SECTION 15. CONDUCT OF MEETING**

The President shall preside over all meetings of the Board of Trustees, and the Secretary shall keep the minutes of the meeting and record all resolutions adopted as well as a record of all transactions occurring.

**SECTION 16. OPEN MEETINGS**

All meetings of the Board of Trustees shall be open to any Members of the Association, but Members other than the Trustees may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board.

**SECTION 17. EXECUTIVE SESSION**

The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigations in which the Association is or may become involved, or orders of business of similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

**SECTION 18. ACTION WITHOUT A MEETING**

Any action which may be authorized or taken at a meeting of the Board of Trustees may be authorized or taken without a meeting with the affirmative vote or approval, and in writing or writings signed by all Trustees. Any such writing shall be entered into the minutes of the Association.

**ARTICLE IV  
COMMITTEES**

**SECTION 1. GENERAL**

Except as hereinafter provided in Section II, committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Trustees present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee be composed as required by law and operate in accordance with the terms of the resolution of the Board designating such committee or with rules adopted by the Board and to the full extent permitted by law.

**ARTICLE V  
DETERMINATION AND PAYMENT OF ASSESSMENTS**

**SECTION 1. ADOPTION OF BUDGET**

It shall be the duty of the Board to prepare and adopt a budget covering the estimated Common Expenses of the Association for the coming fiscal year. The budget shall also include a capital contribution or reserve in the budget which shall take into account the number and nature of replaceable assets, the expected life of each asset and the expected repair or replacement cost. The Board shall set the required capital

contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown in the capital reserve, with respect to both amount and timing by annual assessment over the period of the budget. The Board of Trustees shall not commit the Association to expenditures in excess of the funds on hand or reasonably anticipated to be collected through dues receivable. After adoption of the budget, the Board shall cause the summary of the budget and the Assessments to be levied against each Lot for the following year to be delivered to each Owner. Such summary shall be delivered within thirty (30) days of the start of the fiscal year. The budget and Assessments shall take effect on the first day of the fiscal year. The fiscal year shall coincide with the calendar year.

**SECTION 2. FAILURE TO ADOPT A BUDGET**

The failure or delay of the Board to adopt a budget as provided herein shall not constitute a waiver or release of the obligation of an Owner to pay the Assessments. In such event, the Assessments based upon the budget last adopted shall continue until such time as the Board adopts a new budget.

**SECTION 3. COMPUTATIONS OF ASSESSMENTS**

The Assessments for Common Expense Liability for each Lot shall be determined in accordance with the operating budget and the capital reserve as they apply to various Lots. Unless otherwise determined by a vote of the quorum of the Association, all Assessments shall be charged on an annual basis. As provided in Article IV, Section 3, Paragraph 1 of the Declaration of Covenants, the Board of Trustees may increase the maximum annual Assessments by 10% above that of the previous year without a vote of the Membership.

**SECTION 4. PAYMENT, DELINQUENCY AND ACCELERATION**

Unless otherwise determined by the Board, all Assessments shall be payable annually. At the discretion of the Board, in accordance with Article IV, Section 6 of the Declaration of Covenants, the Board may make provisions for the assessments to be paid at monthly, quarterly, or semi-annual intervals. Any installment of an Assessment shall become delinquent if not paid on the due date as established by the Board. With respect to each installment of an Assessment not paid within thirty (30) days after its due date the Board may, at its election, require the Owner to pay a reasonable late charge, together with interest at the rate of 18% per annum calculated from the date of delinquency to and including the date full payment is received by the Association. If any installment of any Assessment is not paid within forty five (45) days after its due date, the Board may, at its election, declare all of the unpaid balance of the Assessment for the then current fiscal year, attributable to that Lot, to be immediately due and payable without further demand and may enforce collection of the full Assessment and all charges thereon in any manner



authorized by Law, the Declaration and this Code of Regulations.

**SECTION 6. REMEDIES FOR DEFAULT**

If an Owner is in default of payment of any Assessment, the Board may authorize collection through any lawful means, including foreclosure of the lien. Interest and all costs of such collection, including but not limited to court costs, lien fees, and attorney fees shall be included in the amount due from the Owner and may be collected. The Board, acting for the Association, may bid its interest at any foreclosure sale and acquire, hold, lease, mortgage and/or convey any Lot.

**ARTICLE VI**  
**MISCELLANEOUS**

**SECTION 1. PARLIAMENTARY RULES**

Except as may be modified by Board resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Ohio Law, the Articles of Incorporation, the Declaration, or this Code of Regulations.

**SECTION 2. CONFLICTS**

If there are conflicts or inconsistencies between the provisions of Ohio law, the Articles of Incorporation, the Declaration, and this Code of Regulations, the provisions of Ohio law, the Declaration, the Articles of Incorporation and this Code of Regulations (in that order) shall prevail.

**SECTION 3. BOOKS AND RECORDS**

A. Inspection by Members

The Membership list, account books and minutes of the Association, the Board and any Committee shall be made available for inspection by any Member or by his or her duly appointed representative at any reasonable time and for a purpose reasonable related to his or her interest as a Member at the office of the Association or at such other place within Union Township, Ohio, as the Board shall prescribe.

Inspection of books and records is available by making an appointment for a mutually agreed upon time. Copies of desired records



can be obtained with a written request for the specific copies and reasonable payment to cover the cost of copying. Allow three (3) working days to reproduce copies.

B. Inspection by Trustees

Every Trustee shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Trustee includes the right to make extracts and copies of documents at the expense of the Association.

**SECTION 4.**            **NOTICES**

Unless otherwise provided in this Code of Regulations, all notices, demands, bills, statements, or other communications under this Code of Regulations shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by first class mail, postage prepaid:

- A. If to a Member, at the address which the Member has designated in writing and filed with the Secretary or; if not such address has been designated, at the address of the residence of such Owner; or
- B. If to the Association, the Board of Trustees, or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by the Board with written notice to the Owners

**SECTION 5.**            **AMENDMENT**

Except as otherwise provided by law or the Declaration, this Code of Regulations may be amended by the Board of Trustees, or by a seconded motion approved by a majority of the Owners.

**SECTION 6.**            **AUDIT**

An audit of the accounts of the Association shall be made annually in the manner as the Board of Trustees may decide, provided, however, after having received the Board's audit at the annual meeting, the Owners, by majority vote, may require the accounts of the Association to be audited as a Common Expense by a public accountant.



## **EXHIBIT A**

Situated in Section 6, Town 2, Range 2, Union Township, Butler County, Ohio and being more particularly described as follows: Entire Lots One (1) through Forty-Four (44) as the same are known and designated on the recorded plat of Providence Manor Subdivision, as shown in Plat Envelope 1383, A, B, C of the Plat Records of Butler County, Ohio.

Situated in Section 6, Town 2, Range 2, Union Township, Butler County, Ohio and being more particularly described as follows: Entire Lots Seventy-Four (74) through Eighty-Three (83) as the same are shown and designated on the recorded plat of Providence Manor Subdivision, as shown in Plat Envelope 1385, A of the Plat Records of Butler County, Ohio.

Situated in Section 6, Town 2, Range 2, Union Township, Butler County, Ohio and being more particularly described as follows: Entire Lots One Hundred Seven (107) through One Hundred Forty Three (143) as the same are known and designated on the recorded Plat of Providence Manor Subdivision, Section Five, Block A, as shown in Plat Envelope 1529, Pages A and B of the Plat Records of Butler County, Ohio. Subject to covenants, conditions, restrictions and easements of record.

Situated in Section 6, Town 2, Range 2, Union Township, Butler County, Ohio and being more particularly described as follows: Entire Lots One Hundred and Forty Four (144) through One Hundred Eighty (180) as the same are known and designated on the recorded Plat of Providence Manor Subdivision, Section Five, Block B, as shown in Plat Envelope 1562, Pages A and B of the Plat Records of Butler County, Ohio. Subject to covenants, conditions, restrictions and easements of record.

Situated in Section 6, Town 2, Range 2, Union Township, Butler County, Ohio and being more particularly described as follows: Entire Lots One Hundred Eighty One (181) through Two Hundred Seventeen (217) as the same are known and designated on the recorded Plat of Providence Manor Subdivision, Section Six, Block A, as shown in Plat Envelope 1710, Pages A, B and C of the Plat Records of Butler County, Ohio. Subject to covenants, conditions, restrictions and easements of record.

Situated in Section 6, Town 2, Range 2, Union Township, Butler County, Ohio and being more particularly described as follows: Entire Lots Two Hundred Eighteen (218) through Two Hundred Forty One (241) as the same are known and designated on the recorded Plat of Providence Manor Subdivision, Section Six, Block B, as shown in Plat Envelope 1905, Pages A and B of the Plat Records of Butler County, Ohio. Subject

to covenants, conditions, restrictions and easements of record.

Situated in Section 6, Town 2, Range 2, Union Township, Butler County, Ohio and being more particularly described as follows: Entire Lots Two Hundred Forty Three (243) through Two Hundred Fifty Four (254) as the same are known and designated on the recorded Plat of Providence Manor Subdivision, Section Seven, as shown in Plat Envelope 2063, Page A of the Plat Records of Butler County, Ohio. Subject to covenants, conditions, restrictions and easements of record.

Situated in Section 6, Town 2, Range 2, Union Township, Butler County, Ohio and being more particularly described as follows: Entire Lots Two Hundred Fifty Six (256) through Two Hundred Sixty Nine (269) as the same are known and designated on the recorded Plat of Providence Manor Subdivision, Section Eight, as shown in Plat Envelope 2171, Page A of the Plat Records of Butler County, Ohio. Subject to covenants, conditions, restrictions and easements of record.

Situated in Section 9, Town 2, Range 2, Union Township, Butler County, Ohio and being more particularly described as follows: Entire Lots Two Hundred Seventy (270) through Three Hundred Twenty (320) as the same are known and designated on the recorded Plat of Providence Manor Subdivision, Section Nine, as shown in Plat Envelope 2889, Pages A and B of the Plat Records of Butler County, Ohio. Subject to covenants, conditions, restrictions and easements of record.



Image ID: 000007827588 Type: OFF  
Page 16 of 17

File# 2011-00015777

BK **8326** PG **1418**



IN WITNESS WHEREOF, the Declarant has caused these Bylaws to be executed by them as of this 30th day of ~~February~~ MARCH, 2011.

Signed and acknowledged in the Presence of:

Providence Manor Homeowners Association, Inc.

Gerry Palumbo  
Witness

Mark Haverkos  
Mark Haverkos, President of Providence Manor HOA

Wm Dauter  
Witness

STATE OF OHIO )  
COUNTY OF BUTLER )

The foregoing instrument was acknowledge before me on this 30 day of ~~February~~ MARCH, 2011 by Mark Haverkos, President of Providence Manor Homeowners Association.

Darlene Roy  
Notary Public

DARLENE ROY  
Notary Public, State of Ohio  
My Commission Expires May 7, 2011

*This Instrument Prepared By:*  
Rex A. Wolfgang, Esq.  
The Law Office of Rex A. Wolfgang  
246 High Street  
Hamilton, Ohio 45011  
(513) 868-2731