

**FORTY-FOURTH AMENDMENT TO YANKEE TRACE COMMUNITY
ASSOCIATION INC. DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS AND RESERVATION OF EASEMENTS**

This Forty-Fourth Amendment to the Yankee Trace Declaration of Covenants, Conditions and Restrictions and Reservation of Easements ("Amendment") is made as of this 8th day of November 2019 by the YANKEE TRACE COMMUNITY ASSOCIATION, INC., an Ohio non-profit corporation ("Association"), under the following circumstances:

A. The YANKEE TRACE DEVELOPMENT, LLC, an Ohio limited liability company, formerly known as YANKEE TRACE DEVELOPMENT, INC., an Ohio corporation ("Declarant") filed the Yankee Trace Declaration of Covenants, Conditions and Restrictions and Reservation of Easements on the 6th day of December 1994, which Declaration is recorded at Microfiche 94-0783-A08 of the Montgomery County, Ohio records, as amended thereafter (collectively the "Declaration") to aide in the development of the property described therein as the "Yankee Trace Property".

B. The Declaration provides in Article XIII, Section 2(B), that the Declaration may be amended at any time by persons or entities enabled to exercise seventy-five (75%) percent of the voting power of the Class A Members of the Association to wit; at least 584 votes.

C. The Development Period as defined by the Declaration has expired. Accordingly, the Declarant's consent is not required for approval of this Amendment.

D. At the Annual meeting of the Members of the Association, which took place on November 4, 2019, the Class A Members voted to amend the Declaration (as hereinafter set forth below, the "Amendment") by a vote of 597 in favor of the Amendment and 27 opposed to the Amendment. With more than seventy-five (75%) percent of the voting power of the Class A Members of the Association voting in favor of the Amendment, the Amendment was approved.

NOW, THEREFORE, Declaration at Article VIII-Use Restrictions is hereby amended as follows:

1) **Amendment.**

Add the following new section to Article VIII-Use Restrictions:

Section 7. Leasing/Rental of Living Units and Lots. Except as otherwise provided below, after the recording of this Amendment, no Living Unit or Lot may be leased or rented at any given time by an Owner to a Third Party for a term of less than (1) year. For the purposes of this provision, "Third Party" shall be defined as any person who is not an Owner (as defined in Article I. Section 1(n) above). "Lease" shall include all forms of rental agreements and arrangements, including any vacation rental. No Lease Agreement with any Third Party shall permit the subleasing or assignment of the Lease to any other Third Party. Any Lease Agreement with any Third Party shall include a mandatory provision that requires the Tenant(s), his/her/their family members, guests and invitees to comply with the Yankee Trace Community Association Inc. Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, By- Laws, Articles of Incorporation, Rules, Regulations and all amendments thereto.

Notwithstanding the above, the following Leases are permitted:

(a) Any Lease in existence on the date this Amendment to the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements is recorded may continue until the expiration of the current term or when the Living Unit and Lot is sold, transferred, assigned or otherwise conveyed to a Third Party, whichever event comes first.

(b) Any Lease back arrangement between an Owner and a Buyer of a Living Unit and Lot arising from the sale of the Owner's Living Unit and Lot that is required by the Sales Contract in order to allow the Owner to remain in the Living Unit after the sale is completed.

To ensure compliance with the requirements and restrictions as set forth above, all Leases must be submitted to the Board of Trustees at least 30 days prior to execution by the Owner. Any Lease that fails to meet the requirements and restrictions, as set forth above, will not be approved. In addition, within sixty days from the date this Amendment to the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements is recorded, all Owners shall provide the Board of Trustees with a copy of any Lease then in existence.

Notwithstanding any other language to the contrary contained in this Declaration, enforcement of this Section shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any provision of this Section, either to restrain or to enjoin violation or to recover damages, including all attorney fees and court costs, and against the land to enforce any lien created or allowed by this Declaration; and the failure or forbearance by the Association or any Owner to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter."

2. Capitalized Terms. All capitalized terms contained in this Amendment that are not typically capitalized, unless otherwise defined herein, shall have the meanings assigned to such terms by the provisions of the Declaration. Except as expressly amended by this Amendment, the Declaration, as amended, remains in full force and effect.

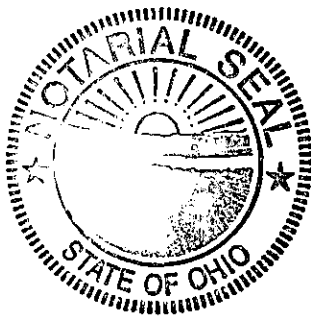
The undersigned has caused this Amendment to be executed by its duly authorized Officer as of the date first above written.

YANKEE TRACE COMMUNITY ASSOCIATION, INC.,
an Ohio non-profit corporation

By: Jack Kindler
Jack Kindler
Its: President

STATE OF OHIO }
COUNTY OF MONTGOMERY } SS:

The foregoing instrument was acknowledged before me this 8 day of November 2019 by Jack Kindler, as the President of Yankee Trace Community Association, Inc., an Ohio non-profit corporation, on behalf of such corporation.



Scot A. Stone
Scot A. Stone Attorney At Law Notary Public
Notary Public, State of Ohio
My Commission has no expiration
date. Section 147.03 R.C.

**THIS INSTRUMENT PREPARED BY: SCOT A. STONE, ATTORNEY AT LAW, RUFFOLO,
STONE & STONE, 7501 PARAGON ROAD, DAYTON, OHIO 45459, (937) 436-0033**