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**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
RESERVATION OF EASEMENTS FOR
TRAILS EDGE ESTATES HOMEOWNERS ASSOCIATION, INC.**

Declarant, **Grandview Property Holdings, LLC** an Ohio limited liability company, is the owner of certain real estate in the Village of Millersburg, County of Holmes, and State of Ohio, described in Exhibit "A", attached hereto and incorporated herein by reference (hereinafter referred to as "Property").

Declarant hereby declares that the Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions and reservation of easements herein and to the provisions of Chapter 5312 of the Ohio Revised Code. This Chapter 5312 of the Ohio Revised Code is the Ohio Planned Community Act and will be referred to as "the Act." This Declaration is for the purpose of protecting the value and desirability of the Property, to preserve the quiet enjoyment of all Owners and occupants, to protect the investment of Owners, to maintain and preserve the Common Elements and common utility systems, and to protect the general plan and common scheme of the Property, designed to safeguard the Property over a long period of time. This Declaration shall run with the Property submitted hereunder, and shall be binding on all parties having any right, title or interest in the Property, their successors and assigns, and shall inure to the benefit of each owner thereof.

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ARTICLE I

DEFINITIONS

- 1.1. Allocated Interests.** "Allocated Interests" means the Common Expense Liability and votes in the Association as set forth in Article III.
- 1.2. Additional Property.** Any property not current subject to the Declaration, and as further described in Exhibit B.
- 1.3 Assessments.** "Assessments" means those charges upon the Lots established by Article VII of this Declaration.
- 1.3. Association.** "Association" means Trails Edge Estates Homeowners Association, Inc., an Ohio not-for-profit corporation, its successors and assigns. Except as the context otherwise requires, "Association" shall mean and refer to the Board of Directors acting on behalf of the Association.
- 1.4. Board.** "Board" shall mean the Board of Directors of the Association.
- 1.5. Builder.** "Builder" means any person or entity (including the Declarant) who acquires a Lot for the purpose of improving that Lot and erecting a Dwelling Unit thereon for resale to an Owner.
- 1.6. Bylaws.** "Bylaws" means the operative bylaws of the Association attached hereto and incorporated herein as Exhibit C.
- 1.7. Common Elements.** "Common Elements" shall mean any real estate owned or leased by the Association other than a Lot, including easements in favor of the Association.
- 1.8. Common Expense Liability.** "Common Expense Liability" means the liability for Common Expenses allocated to each Lot pursuant to Articles III and VII, of this Declaration.
- 1.9. Common Expenses.** "Common Expenses" means expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves.
- 1.10. Declarant.** "Declarant" means Grandview Property Holdings, LLC, its successors and assigns.
- 1.11. Declarant Control Period.** "Declarant Control Period" means the period of time that the Declarant may appoint members of the Board of Directors and the officers of the Association as set forth in Articles XII and XIII.

1.12. Declaration. "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Trails Edge Estates Homeowners Association, including any amendments or supplements hereto.

1.13. Development Period. "Development Period" means the period commencing on the date of recording of this Declaration and ending on the date ten (10) years thereafter within which the Declarant has the right to exercise the Development Rights set forth in Article XII and XIII, unless such rights end sooner due to sale of Sublots.

1.14. Development Rights. "Development Rights" means those rights reserved by the Declarant in Article XII and XIII.

1.15. Dwelling Unit. "Dwelling Unit" means a detached building or a portion of an attached multi-family building designed and intended for use and occupancy as a single-family residence.

1.16. Limited Common Elements. "Limited Common Elements" means those portions of the Common Elements allocated for the exclusive use and benefit of one or more but fewer than all of the Lots. Limited Common Elements, if any, shall be declared pursuant to a recorded Plat and be referred to as such.

1.17. Lot. "Lot" means the physical portion of the Property designated for separate ownership or occupancy and titled to an Owner, the boundaries of which are described pursuant to Article II, Section 2.1.

1.18. Member. "Member" means any person or entity entitled to membership in the Association as provided herein.

1.19. Occupant. "Occupant" means any person in possession of a Lot or Dwelling Unit whether or not such possession is lawful, and shall include but not be limited to, an Owner's family members, guests, invitees, tenants and lessees.

1.20. Owner. "Owner" means the Declarant or other person or entity who holds legal title a Lot, but does not include a person or entity having an interest in a Lot solely as security for an obligation.

1.21. Property. "Property" means the real estate described in Exhibit "A" attached hereto and any other property, which may be made subject to the terms of this Declaration and amendments thereto, together with any improvements, made thereon. However, if and when additional parcels are added to the Property by additional dedication and amendment, the term "Property" shall also include all or the part of the land so dedicated to the Association, as the case may be, which is added to the Property pursuant to this Declaration and all buildings, improvements and structures thereon. all easements, rights and appurtenances belonging thereto.

1.22. Record Plan. "Record Plan" means the record plat for Trails Edge Estates, contemporaneously filed herewith in the Holmes County Plat Records, and any subsequent plats or replats

thereof.

1.23. Special Declarant Rights. "Special Declarant Rights" means those rights reserved by the Declarant in Article XIII.

1.24. Supplemental Declaration. "Supplemental Declaration" or "Amendment" shall mean an amendment or supplement to the original Declaration executed by or consented to by Declarant, or which is approved by the requisite number of Owners.

1.25. Surface Water Management System. "Surface Water Management System" shall mean the system designed for the Property by the Declarant for storm water, soil erosion and sediment control. Such system shall include all existing watercourses, ditches, retention basins and swales located in the Property.

ARTICLE II **LOTS AND BOUNDARIES**

2.1. Types of Lot. There shall be one type of Lot within the Property, which shall be single-family lots for the construction, and occupation of attached single-family Dwelling Units.

2.2. Description of Lot Boundaries. The boundaries of the Lots shall be those as set forth on the Record Plan.

ARTICLE III **ALLOCATIONS OF INTERESTS**

3.1. Common Expense Liability. The allocation of Allocated Interests for Common Expense Liability shall be determined in accordance with the allocation of the various assessments as set forth in Article VII.

3.2. Votes in the Association. The allocation of Allocated Interests for voting purposes shall be one vote per Lot.

ARTICLE IV **COMMON ELEMENTS AND EASEMENTS**

4.1. Description. The Common Elements shall be any portion of the Property owned by the Association in fee or leased to the Association.

4.2. Easements. The Property shall be subject to certain easements. These easements shall be appurtenant to and pass with the title to the Lots.

4.3. Enjoyment. The Common Elements shall be subject to an easement of enjoyment in favor of the Lots and Owners. Such easement shall be limited to the purposes for which the easements are created. Nothing herein shall be construed to provide any right of access to the Lots by any persons who are not Owners thereof.

4.4. Access. The Common Elements shall be subject to permanent nonexclusive easement for ingress and egress in favor of the Lots. Such easements shall be limited to the purposes for which the easements were created. A non-exclusive easement is granted to the Owners of all Lots, Occupants, their guests and invitees, and to all police, fire and other emergency personnel, and to all similar persons, and to the local governmental authorities, but not to the public in general, to enter upon the Common Elements, as shown on the Record Plan in the performance of their duties.

4.5. Drainage. The Lots shall be subject to easements in favor of the Lots benefited for Surface Water Management as further defined in Article V. No Owner shall do anything on or within a Lot or Dwelling Unit that shall unreasonably increase the flow of surface water.

4.6. Private Roadways. The Association shall have the responsibility for maintenance of the Private Drives, which are part of the Common Elements.

4.7. Village of Millersburg. A non-exclusive easement is granted to the Village of Millersburg and to all police, fire and other emergency personnel, ambulance operators, delivery, garbage and trash removal personnel, and to all similar persons, and to the local governmental authorities, but not to the public in general, to enter upon the Common Elements and the Surface Water Management System in the performance of their duties.

4.8. Limited Common Elements. The Common Elements may also contain Limited Common Elements if so designated or defined in an Amendment or Plat.

4.9. Owner's Delegation Rights. Any Owner may delegate his or her easement rights and rights of enjoyment to the Common Elements to any Occupants, and any guests, invitees, tenants or lessees thereof. Any Owner who has leased his or her Lot shall be deemed to have delegated such rights. Any such delegation, however, shall in accordance with and subject to reasonable rules, regulations and limitation as may be adopted by the Association in accordance with its Bylaws.

4.10. Limitation on Common Elements and Easements. All Common Elements, easements and rights granted herein are subject to:

4.10.1. Restrictions set forth in this Declaration and any Supplemental Declaration or Amendments.

4.10.2. Any rules and regulations adopted by the Association and the right to enforce

such rules and regulations.

4.10.3. The right of the Association to levy assessments for the Common Expenses, and other assessments as set forth herein.

4.10.4. The right of the Association to amend the Record Plat and to grant further rights and easements within, upon, over, under, and across the Common Elements for the benefit of the Declarant, Owners, or the Association.

4.10.5. The Common Elements cannot be mortgaged or conveyed without the consent of two-thirds of the Owners. A conveyance or encumbrance of the Common Elements shall not deprive any Lot or Dwelling Unit of its rights of access nor affect the priority of validity of pre-existing encumbrances.

4.10.6. If access to any residence is through the Common Elements, any conveyance or encumbrance of such area is subject to the Lot Owner's easement.

4.10.7. All rights granted to the Association in this Declaration.

4.10.8. Development rights and Special Declarant Rights as set forth in Articles XII and XIII.

ARTICLE V SURFACE WATER MANAGEMENT

5.1. Surface Water Management System. The Surface Water Management System shall consist of Open Space shown on the Record Plan. The Association shall maintain and administer the Surface Water Management System in accordance with the guidelines as may be promulgated from time to time by the Village of Millersburg.

5.2. Surface Water Management System Easements. Each Lot shall be subject to and shall be benefited by an easement for storm sewers, drainage and surface water management as more particularly shown on the Record Plan. Such easement shall be non-exclusive as to the Owners and shall run to the Association, which has control and responsibility for drainage and surface water management. Such easement, however, shall not run to the public at large.

5.3. Access to Lots. For the purpose solely of performing the maintenance required or authorized herein, the Declarant and Association, through its duly authorized agents or employees, or subcontractors, shall have the right, after reasonable notice to the Owner, to enter upon the Lot at reasonable hours on any day.

5.4. Individual Maintenance. Each Owner shall maintain that portion of the Surface Water

Management System, which serves only that Owner's Lot, however, the Association shall have primary responsibility for grass-cutting and vegetation control within the easements located on the Lot. Such responsibility shall include keeping these easements clean and unobstructed. Maintenance of the Surface Water Management System shall be in accordance with the guidelines and standards set forth by any governmental entity or any other agency having authority.

5.5. Retention Basin Maintenance. The Association shall have primary responsibility for the maintenance of the retention basin which shall mean that the stormwater management/water quality basin facility (the "Facility").

5.5.1. Regular Maintenance. The Association will conduct regular maintenance of the Facility as follows:

5.5.1.1. Inspect inlet and outlet pipe to check for structural integrity, obstructions and condition of rip rap quarterly and after any visual inspections during other routine maintenance. Owner will provide modifications as needed.

5.5.1.2. Inspect for sediment accumulation annually and remove sediment accumulation as needed.

5.5.1.3. Inspect for litter and debris twice per year.

5.5.1.4. Examine side slopes for erosion twice a year and after major storm events. Any damage observed shall be repaired immediately by filling in eroded areas with topsoil, seeding and mulch or straw to prevent it from being washed into the basin or other methods required to stabilize the banks.

5.5.1.5. A low maintenance seed mixture/has been specified to stabilize the stormwater management/water quality basin Fertilization and mowing is not required.

5.5.1.6. Inspect and remove invasive plants, as listed on Ohio Department of Natural Resources List of Invasive Plant Species.

5.5.1.7. Repair animal burrows and/or other leaks in the dam structures annually.

5.5.1.8. Record keeping including inspections, inspector, dates, observations and maintenance activities performed.

5.5.2. Final Inspection Reports. The Association agrees that it will have the design engineer certify in writing to the Village of Millersburg as-builts of final improvements, constructed in accordance with the approved plans and specifications.

5.5.3. Inspection for Preventative Maintenance. The Association should complete an

annual inspection of the Facility and submit a corresponding annual written report to the County Engineer at least bi-annually. At a minimum, this report shall include the following items:

- 5.5.3.1.** The date of inspection;
- 5.5.3.2.** Vicinity sketch showing general area where the Facility is located;
- 5.5.3.3.** A summary of all maintenance activities with respect to the Facility that have taken place since the previous year's annual inspection;
- 5.5.3.4.** Current photos of and a description of the condition of design features specific to the Facility;
- 5.5.3.5.** Indication of any deviations from the original approved plan for the Facility;
- 5.5.3.6.** Identification of any improvements necessary to restore original design function of the Facility;
- 5.5.3.7.** A summary of maintenance activities that will be undertaken in the next six (6) months with respect to the Facility;
- 5.5.3.8.** Any other items of information with respect to the Facility reasonably requested by the County Engineer;
- 5.5.3.9.** Identification and contact information of the entity responsible for maintenance of the Facility;
- 5.5.3.10.** Identification, contact information and seal with original signature and date of the person responsible for preparing the annual report; and
- 5.5.3.11.** To ensure compliance hereof, the Association hereby grants the Village of Millersburg and Holmes County, its authorized agents and employees, the right to enter upon the Property and to inspect the Facility whenever the Village or County deems necessary. The Village or County shall provide the Association reasonable prior written notice of any inspection, copies of the inspection finding, and a directive to commence with any necessary repairs.

5.6. Prohibition of Alterations. The Association is prohibited from altering the design of the Facility without prior written approval from the County Engineer.

5.7. Rights of the Village of Millersburg and Holmes County in the Event of Default by the Association. In the event of any default or failure by the Association in the performance of any of the covenants and warranties pertaining to the maintenance of the Facility, or a failure to maintain

the Facility in accordance with the approved design standards and with the law and applicable executive regulation, and in either case, Association fails to correct such default or failure within thirty (30) days after Association receives written notice of such default from the Village or County, or to begin to take action to correct such default or failure within such thirty (30) day period if the correction of such default or failure cannot reasonably be completed within such thirty (30) day period, or, in the event of an emergency as determined by Village or County in its sole discretion after providing reasonable written notice to the Association, may enter upon the property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the reasonable cost of such repairs to the Association. The Association shall reimburse the Village or County upon demand, within thirty (30) days of receipt thereof for all actual cost incurred by the Village or County hereunder. All reasonable costs thereof expended by the Village or County in performing such necessary maintenance or repairs shall constitute a lien against the Property provided that such lien shall not become perfected nor encumber the properties of the Owner until such time as a memorandum of lien setting forth the amount of the lien shall be recorded with the Holmes County Recorder, at said Party's expense. However, nothing herein shall obligate the Village or County to maintain the Facility.

5.8. Release of the Village and County. The Association hereby releases the Village and County, and their employees, officers, and assigns from all damages, accidents, casualties, occurrences, or claims that might arise or be asserted from the construction, presence, existence, or maintenance of the Facility in accordance with the terms set forth herein, except for such damages, accidents, casualties, occurrences or claims that arise out of the gross negligence or willful misconduct of the Village and County or their employees, officers and assigns. The parties hereto expressly do not intend by execution of this Agreement to create in the public, or any member thereof, any rights as a third-party beneficiary.

This agreement shall be a covenant which runs with the land and shall inure to the benefit of and shall be binding upon the parties hereto, their respective successors and assigns, and all subsequent Associations for the Property, or of any portion(s) thereof. The Association shall promptly notify the Village of Millersburg when the Association legally transfers any of the Association's responsibilities for the Facility. The Association shall supply the County Engineer with a copy of any document required for such transfer, executed by both parties. Upon execution of this Agreement, it shall be recorded with the Holmes County Recorder, at the Association's expense. In the event that the County Engineer shall determine at its sole discretion at future time that the Facility is no longer required, then the County Engineer shall at the request of the Association execute a release of the Agreement which the Association shall record at its expense.

5.9. Binding Effect. This Article of the Declaration shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns; provided, however, upon a sale of the Property, or any portion thereof, the seller, including without limitation the Association, shall to that extent be released from any and all liabilities and obligations under this Article of the Declaration which accrue or attach from and after the date of sale. The Association, and its successors and assigns to any interest in the Property, or to any portion thereof, shall only be obligated hereunder so long as the drainage easement remains in effect and services this Property, or any portion thereof. This Article

of the Declaration shall run with the land and shall be binding so long as the Facility and drainage easement remain in effect and service this Property. In the event that the Association's obligations concerning the Property or Facility pass by operation of law, covenant, agreement, or otherwise to an Association comprising one or more successor owners of the Property, or of any portion(s) thereof, that successor shall thereafter be solely responsible to perform the Association's obligations under this Article of the Declaration, and the Association shall have no further obligations hereunder. The interests of the Association's successors either in the Property or in any portion(s) thereof shall remain subject to the Village's lien rights stated herein.

5.10. Restriction on Use. No Owner shall use or permit any other persons to use the Surface Water Management System in any manner which would constitute a nuisance, hazard or unsanitary condition or be in violation of any local, state, or federal law ordinance, rule, regulation or statute. No use of the retention basin including, without limitation, fishing, swimming, boating, playing, or use of personal flotation devices, shall be permitted. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the retention basin.

ARTICLE VI OWNERS ASSOCIATION

6.1. Formation. The Declarant caused to be chartered a not-for-profit corporation named Trails Edge Estates Homeowners Association, Inc. The purposes for the Association are for all lawful purposes, including, but not limited to, provide for the administrative governance, maintenance and upkeep of the Property and to promote the health, safety, and welfare of the Owners and Occupants of the Property.

6.2. Membership. The membership of the Association shall consist exclusively of Owners of the Lots. All such Owners shall be members. Membership shall be appurtenant to and may not be separated from such ownership.

6.3. Powers of the Association. The Association may:

6.3.1. adopt and amend the Bylaws for the government of the Association, the conduct of its affairs and the management of the Property (a copy of the Bylaws is attached as Exhibit C);

6.3.2. adopt rules and regulations for the use and occupation of the Dwelling Units and Common Elements and to enforce violations of the rules and regulation and the provisions and restrictions of the Declaration as against the Owners and Occupants.

6.3.3. adopt and amend budgets for revenues, expenditures and reserves and levy and collect Assessments from Owners;

- 6.3.4.** hire and discharge managing agents and other employees, agents, and independent contractors;
- 6.3.5.** institute, defend or intervene in litigation, zoning, land use planning, or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the community;
- 6.3.6.** make contracts and incur liabilities;
- 6.3.7.** regulate the use, maintenance, repair, replacement and modification of the Common Elements and Dwelling Units for which the Association has maintenance responsibility and other rights as set forth herein;
- 6.3.8.** cause additional improvements as part of the Common Elements as set forth in the Bylaws;
- 6.3.9.** acquire, hold, encumber and convey in its own name any right, title or interest to real estate or personal property;
- 6.3.10.** grant easements, liens, licenses and concessions through or over the Common Elements;
- 6.3.11.** impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements and for services provided to Owners;
- 6.3.12.** impose charges for late payments of Assessments, and after notice and an opportunity to be heard, levy reasonable fines for other violations of the Declaration, Bylaws, and any rules and regulations of the Association;
- 6.3.13.** impose reasonable charges for the preparation and recordation of amendments to the Declaration or for statements of unpaid Assessments;
- 6.3.14.** provide for indemnification of its officers and Board of Directors and maintain directors' and officers' liability insurance;
- 6.3.15.** assign its right to future income, including the right to receive Common Expense Assessments, with approval of seventy-five percent (75%) of the members;
- 6.3.16.** exercise any other powers conferred by the Declaration, Bylaws or Articles of Incorporation;
- 6.3.17.** exercise all other powers that may be exercised in this state by nonprofit corporations and planned unit developments;
- 6.3.18.** exercise any other powers necessary and proper for the governance and operation of the Association.

6.4. Voting Rights. Owners shall be entitled to vote on matters properly before them in accordance with this Article, the Bylaws, and the laws of the State of Ohio. Voting rights of the Owners are set forth in the Bylaws.

6.5. Annual Meeting. A meeting of the Members of the Association must be held at least once per year.

6.6. Management Agent. The Board may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Board may delegate to the managing agent or manager, subject to the Board's supervision, certain powers granted to the Board by this Declaration. No management contract may have a term in excess of two (2) years and must permit termination by either party without cause and without termination fee on ninety (90) days or less written notice.

ARTICLE VII

ASSESSMENTS

7.1. Establishment of Assessments. There are hereby established for the benefit of the Association, its successors and assigns, as a charge on each Lot, certain Assessments for Common Expenses and other expenses. Each Owner, by acceptance of a deed, covenants and agrees to pay such Assessments.

7.2. Purpose of the Assessments. The Assessments are established for the benefit and use of the Association and shall be used in covering the costs of its Common Expenses and for other such purposes as hereinafter set forth.

7.3. Annual General Assessment. There is hereby established an Annual General Assessment levied against all Lots for the purpose of the Common Expenses of the Association. The Common Expenses shall be, but not limited to, (1) operation, maintenance, repair and replacement as required by this Declaration; (2) the cost of any insurance required by this Declaration; (3) reasonable reserves for contingencies and replacement in an amount adequate to avoid special assessments unless waived by a vote of a majority of the membership; and (4) administrative, accounting, professional expenses, legal and management fees; (5) all other costs and liabilities incurred by the Association in the exercise of its powers and duties pursuant to this Declaration or in furtherance of the purposes of this Declaration.

7.4. Individual Assessment. The Association, after approval by a majority vote of the members of the Board, shall have the right to assess an individual Lot for any of the following:

7.4.1. any costs incurred by the Association in the performance of any maintenance in accordance with Article VIII, Section 8.3.

7.4.2. any charges or fines imposed or levied in accordance with Article IX.

7.4.3. any costs incurred for maintenance or repair caused through the willful or negligent

act of an Owner on Occupant or their family, tenants, guests or invitees, including attorney fees, court costs and other expenses incurred.

- 7.4.4. any costs associated with the enforcement of this Declaration (including restrictions and easements) the Rules and Regulations of the Association, including, but not limited to attorney fees, witness fees, and costs, and court costs.
- 7.4.5. any costs or charges permitted by this Declaration, any Supplemental Declarations, Amendments, or the Bylaws to be charged or assessed as an Individual Assessment.

7.5. Payment Allocation. Payments shall be applied to each respective Owner's account in the following order, beginning with the oldest balance first: 1) Interest; 2) Administrative Late Fees; 3) Collection costs, attorney fees, and paralegal fees in connection with collection; and lastly 4) Principal amounts owed on the account for common expenses, special assessments or penalty assessments.

7.6. Special Assessment. There is hereby established a Special Assessment for the purpose of repairing or restoring damage or destruction to the Common Elements or portions of the Dwelling Units which are an Association responsibility. The Association, upon a determination by the Board, may levy a special assessment to be equally apportioned amongst the Lots, to account for any shortfall in the annual budget. The Association may use reserve funds to cure any projected budget shortfall first before levying any special assessment. In the event the shortfall is in excess of 25% of the Association's annual operating budget, a majority of the members shall be required to approve the special assessment.

7.7. Computation and Payment of Annual General Assessment. The Annual General Assessment shall be computed and levied in accordance with the budget adopted by the Board pursuant to the Bylaws. Assessments must be paid on each Sublot upon conveyance from a Declarant to the initial owner, unless otherwise provided for herein. This Assessment shall be effective as to each Lot on the first day of the Association's fiscal year and shall be payable in twelve (12) equal installments, or quarterly, as the Board may determine. The initial Annual General Assessments as to each Lot shall commence on the first day of the month following the earlier of (i) its conveyance to an Owner other than Builder or Declarant; or (ii) occupation of the Dwelling Unit. The initial Annual General Assessment shall be prorated on a monthly basis to the end of the Association's fiscal year, and shall be collected at closing of the conveyance of the Lot from the Builder or Declarant, as the case may be. So long as there has been no default in payment of the Assessment, it shall be payable in annual installments due on the first day of each fiscal year. The Board shall have the power from time to time to adopt such billing, collection and payment procedures, charges and other payment time schedules, as it deems appropriate.

7.8. Maximum Annual Assessment. The Board shall determine the Annual Assessment based upon its adopted budget, and, without a vote of the membership, may increase or decrease the Annual General Assessment.

7.9. Allocation of Assessments. The Common Expense Liability of each Lot shall be its portion of the Common Expense. The Common Expense Liability and the Annual General Assessment shall be allocated equally to each Lot responsible for paying assessments. The other

Assessments shall be allocated as applicable to the respective Lots and as determined by the Board.

7.10. Lien for Assessments. The Association shall have a continuing lien for any Assessment levied against a Lot, including enforcement assessments imposed against an Owner or Occupant, and for interest, costs and reasonable attorney fees.

7.11.1. Creation. The lien for Assessments is created by this Declaration and shall be a charge and a continuing lien on each Lot, which shall run with the land. All persons or entities acquiring an interest in a Lot after the filing of this Declaration take such interest subject to the lien.

7.11.2. Effective Dates. The lien for the Common Expense Liability for each Lot as set forth in the Annual General Assessment shall be effective on the first day of the fiscal year of the Association. The lien for other Assessments shall be effective on the first day of the month following the notice of it levy on the Owners affected.

7.11.3. Perfection. Recording of this Declaration constitutes, notice and perfection of the Lien.

7.11.4. Notice of Certificate of Lien. The Association shall file a notice of lien with the Holmes County Recorder.

7.11.5. Priority of the Lien. The lien created by this Section shall be prior to all liens and encumbrances recorded subsequent to this Declaration except the lien for real estate taxes and assessments and the lien of any bona fide first mortgage filed of record.

7.11.6 Subordination and Mortgagee Protection. Notwithstanding any of the provisions hereof to the contrary, the lien of any Assessment levied pursuant to this Declaration (and any late charges, interest, costs and attorney fees) shall be subordinate to, and shall in no way affect the rights of the holder of a first mortgage made in good faith for value received; provided, however, that such subordination shall apply only to Assessments, or installments thereof, which have become due and payable prior to the date of Sheriff's sale of such Lot pursuant to a foreclosure or the date of a deed in lieu of foreclosure. Such sale or transfer shall not relieve the mortgagee or the purchaser of a Lot at such sale from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessment. Mortgagees are not required to collect Assessments on behalf of the Association. Failure to pay Assessments shall not constitute a default under any mortgage insured by FHA/VA.

7.11.7. Extinguishment of the Lien. A lien for unpaid Assessments is valid for a period of five (5) years unless re-filed or adjudicated as extinguished by the common pleas court.

7.11.8. Estoppel Certificate. Upon request of any mortgagee or Owner and upon

payment in full of all Assessments and other charges permitted by this Declaration that are due to the Association, the Association shall execute and deliver to such mortgagee or Owner an Estoppel Certificate. Such certificate shall be in recordable form and shall note the payment of the outstanding Assessments and charges and that the Association is estopped from the enforcement of its lien with respect to Assessment and charges becoming due and payable prior to the date of the Certificate. The Association may charge a reasonable fee for the preparation of such certificate and may also charge a transfer fee upon the sale of each Lot.

7.11. Delinquency and Acceleration. Any installment of an Assessment provided for by this Declaration shall become delinquent if not paid on the due date as established by this Declaration or by the Board. With respect to each installment of an Assessment not paid within ten (10) days of its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, costs of collection, reasonable attorney fees and interest at 12% per annum. Interest shall be calculated from the date of delinquency to the date full payment is received by the Association. If any installment of an Assessment is not paid within thirty (30) days of its due date, the Board may, at its election, declare all of the unpaid balance of the Assessment immediately due and payable without further notice or demand to the Owner. The Association may enforce the collection of the full Assessment and all charges thereon in any manner authorized by law or this Declaration. The filing of any petition for relief pursuant to the United States Bankruptcy Code by an Owner whose Assessment has been accelerated shall operate as a restoration of the Assessment to its prior status as if it has not been accelerated.

7.12. Remedies Cumulative. A suit to recover money judgment for unpaid Assessments and charges may be maintained without foreclosing or waiving the right to enforce the lien. A foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

7.13. Personal Obligation. The Assessments, including enforcement assessments, if any, payable by each Owner, together with any penalty, interest, costs and reasonable attorney fees shall be the personal obligation of the Owner of the Lot at the time incurred. The personal obligation shall not pass to any successors in the title unless expressly assumed by them. If there is a voluntary conveyance, the Grantee of the ownership interest shall be jointly and severally liable with the Grantor for the amount of all unpaid assessments, whether or not a lien has been perfected, without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee. A devisee of an ownership interest, or the transferee of an ownership interest pursuant to the statute of Descent and Distribution, shall be deemed to have obtained said Lot pursuant to a voluntary conveyance for purposes of this Section.

7.14. Statement of Unpaid Assessments. The Association shall upon written request of the Owner, contract purchaser or first mortgagee, furnish a statement setting forth the amount of unpaid Assessments against the Lot. This statement must be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Board and every Owner. The Association may charge a reasonable amount for this statement.

7.15. No Waiver of Liability for Common Expenses. No Owner may exempt himself or

herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Lot against which the Assessments are made.

7.16. Suspension of Rights. The Board may vote to suspend the voting rights of any Owner who is more than thirty (30) days past due in the payment of any assessment, and may suspend that Owner's rights to use the Common Elements.

7.17. Initial Capital Reserve Contribution. At the closing from the transfer of each Lot from the Declarant to the initial Owner, which is under contract on or after February 7, 2023, each Owner shall be required to contribute an initial capital reserve contribution equivalent to two months' worth of maintenance fees, to be deposited into the capital reserve fund.

ARTICLE VIII

UPKEEP OF THE PROPERTY

8.1. Lots. Each and every Lot, its Dwelling Unit and any improvement erected thereon shall be maintained in a reasonable manner in accordance with the standard generally prevailing throughout the Property.

8.2. Association Responsibility. The Association shall provide for, maintain, repair, and/or replace the following items:

8.2.1. Maintenance, repair and replacement of the Common Elements, including the private roadways;

8.2.2. Weekly lawn mowing during the applicable seasons, fertilization, spring and winter clean ups, bed edging, mulching, maintenance of landscaping, and weeding of mulch beds on the Lots;

8.2.3. Maintenance and replacement of bushes and trees originally installed by the Declarant or Builder, as reasonably determined by the Board;

8.2.4. Removal of trash from each Dwelling Unit on a weekly basis, excepting therefrom bulk items and construction debris from individual Owners;

8.2.5. Maintenance, repair, and replacement of the roof, siding, gutters, and downspouts of the Dwelling Units;

8.2.6. Maintenance, repair, and replacement of the foundations of Dwelling Units;

8.2.7. Maintenance, repair, and replacement of utility lines outside the structure of the

Dwelling Unit;

8.2.8. Snow removal on the driveways on the Lots and on the private roadways.

EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT UNDER THE COMMON LAW OF THE STATE OF OHIO, NO OWNER OF REAL PROPERTY IS OBLIGATED TO REMOVE THE NATURAL ACCUMULATIONS OF ICE AND SNOW AND IS NOT LIABLE FOR INJURIES CAUSED AS A RESULT OF THE SNOW OR ICE. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND AGREES ON BEHALF OF THE OWNER, THE OWNERS HEIRS, SUCCESSORS AND ASSIGNS AND ALL OCCUPANTS, THAT THE ASSOCIATION'S RESPONSIBILITY TO PLOW SNOW SHALL NOT BE CONSTRUED AS AN ASSUMPTION OF THE OBLIGATION TO REMOVE ALL SNOW AND ICE. THE ASSOCIATION, IN ITS SOLE DISCRETION SHALL DETERMINE THE NEED FOR SNOW PLOWING. EACH OWNER AND OCCUPANT SHALL REPORT ANY UNNATURAL ACCUMULATIONS OF ICE AND SNOW TO THE ASSOCIATION. THE ASSOCIATION, ITS DIRECTORS, OFFICER, AGENTS, CONTRACTORS AND ASSIGNS, SHALL NOT BE LIABLE FOR ANY INJURY CAUSED AS A RESULT OF SNOW OR ICE, UNLESS IN BREACH OF THE DUTY AS SET FORTH HEREIN.

8.3. Owner Responsibility. The titled Owner(s) shall maintain, repair, and/or replace the following items, unless otherwise provided for in Section 8.2, which includes, but is not limited to, the following items:

8.3.1. Maintenance, repair and replacement of the Dwelling Unit and Lot;

8.3.2. Maintenance, repair and replacement of the Driveways, as well as the paved walkways from the driveway to the front door, except for snow shoveling on the driveway;

8.3.3. Maintenance, repair and replacement of the exterior fixtures of the Dwelling Unit, including all faucets and outlets;

8.3.4. Maintenance, repair and replacement of all utility lines serving a single Dwelling Unit and located within the bounds of the Dwelling Unit;

8.3.5. Maintenance, repair, and replacement of the front porch, stoops, patios, privacy fence panels, and/or decks located within the Lot and/or the Limited Common Elements;

8.3.6. Maintenance, repair, and replacement of all air conditioning units, heating units, vents, stacks, chimneys, and all components of the same;

8.3.7. Maintenance, repair, and replacement of the windows, window sills, screens, frames, handles, locks, exterior doors, and patio doors; and

8.3.8. Maintenance, repair, and replacement of the garage doors, garage door mechanical systems, thresholds, weatherstripping and all garage door mechanical and electrical components.

8.4. Association's Right to Maintain. In the event that an Owner shall fail to provide maintenance as required by this Declaration in a manner satisfactory to the Association, and such Owner has failed to comply for ten (10) days after being so notified of such failure and upon being provided an opportunity to be heard concerning such failure, then the Association shall have the right, through its agents and employees, to enter upon said Lot and repair, maintain and restore the Lot and/or Dwelling Unit, as the case may be. In the event that such failure poses a health, safety or security risk then no notice or hearing need be given. The cost of such maintenance and repair shall be assessed against the subject Lot.

8.5. Village of Millersburg. The Association shall comply with all easements in favor of the Village of Millersburg and shall have primary responsibility to maintain, preserve and administer the Property in compliance with the preliminary plan for the subdivision and subject to the zoning regulations of the Village of Millersburg. This obligation of the Association shall continue so long as there are Common Elements within the Association that require maintenance and administration as required by the regulations of the Village of Millersburg.

In the event of a failure by the Association to maintain or make necessary improvements or to enforce the provisions of this Declaration, which failure is material and adversely affects the public interest, the Village of Millersburg shall have the right, but not the obligation, after proper notice, to enter on the Common Elements to make the required improvements and/or to perform those maintenance functions and/or to enforce the provisions of the Declaration. In addition, the Village of Millersburg shall have the right but not the obligation to proceed against the Association and the Owners for reimbursement of its costs expended pursuant to this section. In this event, the Association shall be required to collect Special Assessments, from the Owners to reimburse the Village of Millersburg for such costs. If the Association fails to collect and remit such Assessments to the Village, then the Village of Millersburg shall have the right to proceed on behalf of the Association.

8.6. Access to Lots. For the purpose solely of performing the maintenance required or authorized herein, the Association and/or the Village of Millersburg, through its duly authorized agents or employees, or subcontractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot and Dwelling Units at reasonable hours on any day with prior electronic or written notice of not less than 24 hours in the event of non-emergency, and immediately in the event of an emergency.

8.7. Owner Responsibility to Report. All Owners must promptly report to the Association, through its managing agent, an Association-responsibility item in need of repair and/or replacement. The failure to timely notify the Association of such needed repairs may result in

the Association seeking recompense from the Owner for damages incurred due to the failure to timely report such needed repairs.

**ARTICLE IX
RESTRICTIONS**

9.1. Use and Occupancy. The following restrictions are applicable to all Lots and Dwelling Units with respect to the use and occupancy of the Property. Other restrictions shall be set forth in a Supplemental Declaration or by Amendment.

9.1.1. Compliance with Laws. No improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner.

9.1.2. Harmful Discharges. There shall be no emissions of dust, sweepings, dirt, cinders, odors, gases or other substances into the atmosphere (other than normal residential chimney emissions), no production, storage or discharge of hazardous wastes on the Property or discharges of liquid, solid wastes or other harmful matter into the ground or any body of water, if such emission, production, storage or discharge may adversely affect the use or intended use of any portion of the Property or may adversely affect the health, safety or comfort of any person. No waste nor any substance or materials of any kind shall be discharged into any public sewer or the Surface Water Management System serving the Property or any part thereof in violation of any regulation of any public body having jurisdiction over such public sewer, or Surface Water Management System.

9.1.3. Nuisances. No portion of the Dwelling Units or Common Elements shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Dwelling Units or Common Elements that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property or Dwelling Units. No noxious or offensive activity shall be carried on upon any portion of the Association or on any Lot or Dwelling Unit, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Property. Any smoke, odor, or fume is not permitted to exfiltrate into other Units. It is the responsibility of any occupant to ensure that proper ventilation, air purifiers, insulation, door seals, and/or other devices are installed to prevent such exfiltration.

9.1.4. Signs. No sign of any character shall be erected, posted or displayed upon the Property, except: (i) street and identification signs installed by the Association; (ii) one temporary real estate sign per Lot not to exceed six square feet in area advertising that such Lot is on the market; (iii) political signs in accordance with the rules and regulations established by the Association; and (iv)

security signs specifying the use of a security camera or security company not to exceed one square foot in area.

9.1.5. No Trade or Business. No Lot, Dwelling Unit, and/or any portion of the Common Elements or Limited Common Elements shall be used for any business, commercial, manufacturing, mercantile, storage, vending, sales, home office, multi-family, group home, agricultural purpose, or any other non-residential purpose, designated for profit, altruism, exploration or otherwise (collectively a "business activity"), except that a Member may maintain a home office within the Dwelling Unit located on its Lot only if (i) the business activity is consistent with the residential use and character of the Property, and the Member and/or the business activity conducted therein complies with all applicable federal, state, and local laws and ordinances, including all Municipal and County zoning requirements for the Lot; (ii) the Member has obtained any required approvals, permits, licenses and/or consents for such business activity from the appropriate local, state, and federal governmental agency; (iii) the business activity does not place an undue burden on the Property, the Association's Common Elements, or cause an increase in Association expenses that can be solely and directly attributable to the business activity; (iv) the business activity does not create noise, vibration, glare, fumes, odors or electrical or electronic interference detectable by neighbors; (v) the business activity does not involve door-to-door solicitation within the Property; (vi) the business activity does not constitute a nuisance, or a hazardous or offensive use, or threaten the health, safety or security of any other resident within the Association, as may be determined in the sole discretion of the Board of Directors; (vii) there are no signs or displays indicating that the Lot and/or the Dwelling Unit located thereon are being used for the business activity or as other than a residence; (viii) the business activity does not involve persons or customers coming onto the Lot and/or the Dwelling Unit, who do not reside at the Dwelling Unit; (ix) all equipment, supplies or other items related to the business activity are stored, parked, or otherwise kept within the Dwelling Unit and not on any other portion of the Lot or in any Common Element; (x) the business activity has no full-time, part-time or temporary employees on-site, other than a member(s) of the Member's household who also resides in the Dwelling Unit located on the Lot on a full-time basis; (xi) the business activity does not involve the use, storage, or disposal of any grouping or classification of materials that are designated as a hazardous material under federal, state, or local law; and (xii) the business activity is subordinate to the use of the Lot as a residence and requires no external modifications. The Board may, at any time and from time to time, adopt additional and/or supplemental rules or modify existing rules which intensify, relax or amend the prohibitions of this provision.

Use of the property as a short-term rental, commonly associated with Air BNB and VRBO rentals, is prohibited and is considered a business in violation of this provision, and the Association may impose enforcement assessments of \$200.00 per day plus the fee charged to the temporary occupant, in addition to any and all remedies provided for in this Declaration and by law.

9.1.6. Trash. Except in connection with construction activities, no burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials or trash of any other kind shall be permitted on any Lot. Trash containers (except during construction) shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained

upon any Lot.

9.1.7. Parking; Vehicle Repairs. Except in connection with the construction, repair or rebuilding of structures within the Property, only approved motor vehicles may be parked upon the Common Elements and Lots, unless stored in a garage. An approved motor vehicle is any conventional passenger vehicle, motorcycle, personal van, or pickup truck with current tags and registration. Except in connection with construction activities which have been approved by the Association, trucks in excess of 1 ton, trucks with dually wheels, vehicles with signage, livery vehicles, trailers, campers, motorhomes, recreational vehicles, boats, golf carts, dirt bikes, all terrain vehicles, commercial vehicles and other large vehicles may be parked on the Property only if in garages with doors shut. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any portion of the Property. Recreational vehicles and boats may be parked in the driveways for a period not to exceed four (4) hours for the purpose of cleaning, loading or unloading. Any vehicle on the Property in violation of this Section may be towed without notice to the vehicle owner, at the owner's expense. No vehicle of any kind shall be constructed or repaired in or around any Dwelling Unit or Common Element except for normal maintenance performed by an Owner entirely within the garage that is a part of the Dwelling Unit of such Owner.

9.1.8. Animals. No animals or birds of any kind shall be raised, bred or kept on or in any Dwelling Unit except that dogs and cats shall be permitted, but each Dwelling Unit may have a maximum of two such dogs or cats at any time. No pets shall be kept or maintained for commercial purposes or for breeding. No external compound cages, kennels or hutches shall be permitted. All Owners or Occupants who keep or maintain any pet on any portion of the Property must immediately dispose of any pet waste. Pet waste shall not be permitted to accumulate upon the Lots or the Common Elements. Any pet causing or creating a nuisance or unreasonable disturbance, or noise may be permanently removed from the Property upon ten (10) days written notice from the Board. Pets shall not be permitted on the Common Elements or Lots unless accompanied by a responsible person who can control the pet and unless carried or leashed. Any Owner or Occupant who keeps or maintains any pet on any portion of the Property shall be deemed to have indemnified and agreed to hold the Association harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property. All pets within the Property must be inoculated as required by law. All occupants with dogs must have an individual general liability policy of at least \$100,000.00 per occurrence for any dog bites or injuries caused by animals. Any pet that, in accordance with Ohio Revised Code 955.11, or any similar subsequently amended code, is determined to be a "dangerous dog", is prohibited from entering the Property or Sublots. Further, any animal that bites a person on the Property shall be deemed to create a nuisance in accordance with this section.

9.1.9. Open Fires. Open burning is not permitted on the Property, except that outdoor fireplaces, grills, and chimneys may be used if equipped with fire screens to prevent the discharge

of embers or ashes, and such open fire is done at least ten (10) feet from the Dwelling Unit and any structures..

9.1.10. Holiday Displays. Decorations for holidays may be placed upon the Dwelling Unit and Lot of the Owner, provided that the decorations may be in place no longer than 30 days prior to said holiday, and not more than 21 days after the holiday has ended. All decorations not removed within the timeframes specified herein may be removed and disposed of by the Association.

9.1.11. Aircraft. The flying of Drones, small hobby airplanes, helicopters, and/or other unmanned aircrafts is not permitted on or over the without prior written consent from the Board. The Board, at their discretion, may use a small aircraft appliance to discover or verify property violations in airspace common areas, if need be.

9.1.12. Flags. Only American Flags, approved military service flags, State of Ohio, and/or POW/MIA flags are permitted to be displayed within the Association. All "My Flag" guidelines or similar rules shall apply. Flag poles must be attached to the Dwelling Unit and not a free-standing flag pole.

9.1.13. Owner Information. Each Owner shall, within thirty (30) days of the recording of this Amendment or within thirty (30) days of title transferring to the Unit Owner, provide to the Association the Owners' and all occupants' names, home mailing addresses, home telephone numbers, email addresses, the name and telephone number of an emergency contact and the name, business address and business telephone number of any person who manages the Dwelling Unit as an agent of that Owner. Any change in the information shall be provided to the Board, in writing, within thirty (30) days of said change.

9.1.14. Sexual Offender Occupancy Restriction. A person who is classified as an Adam Walsh Act (AWA) Tier III or Tier II sexual offender, sexual predator, child-victim offender, or any future equivalent classification, or who was previously classified as a Tier III or Tier II sexual offender/child-victim offender under Megan's Law, and/or for whom the County Sheriff or other governmental entity must provide community notification of the sex offender's residence under Ohio Revised Code § 2950, is prohibited from residing in or occupying a Unit or remaining in or on the Property for any length of time. The classification of a sexual offender, sexual predator, child-victim offender, or any future equivalent classification, and determination of whether notice is required is made by a court of law pursuant to the Adam Walsh Act and R.C. 2950, as may be amended and/or renamed from time to time, or similar statute from another jurisdiction. The Association is not, however, liable to any Owner or Occupant, or anyone visiting any Owners of the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction.

9.1.15. Covenant of Good Maintenance. The Owner of each Dwelling Unit shall provide reasonable exterior and interior maintenance of their Dwelling Unit, to the extent that such items are not the responsibility of the Association. Each Owner of a Lot shall, at their sole costs and expense, repair their Dwelling Unit, keep the same in condition comparable to the condition of such Dwelling Unit at the time of its initial construction, excepting only normal wear and tear and those items that are an Association responsibility.

9.1.16. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kinds shall be permitted on, around or in any Dwelling Unit nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on, around or in any Dwelling Unit or Lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted on, around or in any Dwelling Unit or Lot.

9.1.17. Gardening and Shrubbery. No additional gardening or shrubbery shall be permitted, other than in mulched areas of Lots established by the Developer, except with the approval of the Association. Such gardening and/or shrubbery shall be the sole responsibility of the Owner to maintain and/or replace once approved.

9.1.18. Damage or Destruction to Dwelling Unit. If all or any portion of a Dwelling Unit is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence and dispatch, to rebuild, repair or reconstruct such Owner responsibility items within the Dwelling Unit in a manner that will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within six (6) months after the occurrence of the casualty and shall be completed within eighteen (18) months after the occurrence of the casualty.

9.1.19. Satellite Dishes; Antenna. No exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property, including any Dwelling Unit, without the prior written approval as provided for herein, and in accordance with any design guidelines established by the Board. Nothing herein shall be construed so as to be in conflict with current Federal Communications Commission's rules and regulations for antennas.

9.1.20. Solar Panels. Solar Panels are prohibited. To the extent reasonably permitted by the Board, Owners may install lighting fixtures which run solely on solar power as an attached apparatus.

9.1.21. Fireworks; Hunting. The sale and use of fireworks and the use or discharge of firearms of any kind on the Property whatsoever is strictly prohibited. Hunting of any kind and by any method is also prohibited unless otherwise approved by the Board.

9.1.22. Street Damage; Destruction of Common Elements. No Owner shall damage any streets, curbs, and/or any other Common Elements within the Property or permit any contractor or materialmen to damage said streets, curbs, and/or any other Common Elements during the period of any dwelling construction or repairs, or said Owner shall be personally liable for the cost of repairing such street, and shall hold the Association harmless from any liability to any governmental entity for the cost of repairing such street and/or curb.

9.1.23. Leasing. Subject to the restrictions provided for herein, each Owner shall be permitted to lease their Dwelling Unit, upon at least ten (10) days prior notice to the Board.

- 9.1.23.1.** A permitted lease of or non-owner occupancy of a Unit shall be only for the purposes herein stated and such tenancy shall not be for less than a sixty (60) day consecutive period unless otherwise approved in writing by the Board. There shall be no subletting or renting of rooms within a Dwelling Unit, nor shall the Units be rented for hotel or transient purposes. Copies of all leases must be provided to the Association at least ten (10) days prior to the commencement of any tenancy or occupancy by a person other than the titled owner, and shall include the name, address, phone number and emergency contact phone number for all occupants of the Dwelling Unit as well as proof that the occupants have received a copy of the Declaration, Bylaws, and the Association's Rules and Regulations.
- 9.1.23.2.** The Association has a limited power of attorney from and on behalf of any Owner who is more than sixty (60) days past due in the payment of any Assessment or other amounts due to the Association. This limited power of attorney permits the Association to collect lease and/or rent payments directly from the lessee, tenant, occupant, or renter until the amount owed to the Association is paid in full. If no rent is being exchanged, the Association shall be permitted to charge a reasonable market rental rate to the occupant.
- 9.1.23.3.** Any and all lessees, tenants, occupants, or renters must abide by the terms of the Declaration, Bylaws, and any Rules and Regulations, and all leases must be in writing, with a statement that the Occupant agrees to abide by the restrictions and any rules and regulations of the Association.
- 9.1.23.4.** When an Owner leases their Dwelling Unit, the Owner continues to be responsible for all obligations of ownership of their Dwelling Unit and Lot, and is jointly and severally liable with the lessee, tenant, or renter to the Association for the conduct of the lessee, tenant, occupant, or renter and any damage to Association property.
- 9.1.23.5.** Any land contract for the sale of any Unit must comply with all provisions of R.C. 5313, and a copy of the recorded land contract must be delivered to the Association within thirty (30) days of recording.
- 9.1.23.6.** No Dwelling Unit may be sub-leased, sublet, or rented by a tenant;

9.1.23.7. The Association may initiate eviction proceedings, pursuant to Chapters 5321 and 1923 of the Revised Code, to evict a tenant. The action shall be brought by the Association, as the Unit Owner's agent, in the name of the Unit Owner. In addition to any procedures required by Chapters 5321 and 1923 of the Revised Code, the Association shall give the Unit Owner at least ten (10) days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorney's fees, shall be charged to the Owner and shall be the subject of a special assessment against the offending Unit and made a lien against that Unit.

9.2. Architectural Restrictions. The following architectural restrictions shall be applicable to all Lots. Other restrictions shall be set forth in a Supplemental Declaration.

9.2.1. Plan Approval. Prior to commencing construction or installation, all plans for erecting a Dwelling Unit, altering a Dwelling Unit, installing or replacing a fence, patio, deck, gazebo, pergola, awning, hot tub, spa, solar panels, basketball hoops and/or other permanent sports equipment, and/or any other structure or exterior installation, must be submitted to the Board by the Owner and approved by the Board as set forth herein. No structure shall be placed, erected or installed upon any Lot, no construction (which term shall include within its definition staking, clearing, excavation, grading, and other site work), no exterior alteration or modification of existing improvements, no changes in the size or configuration of front yard mulch beds, no planting of trees other than to replace a current tree with the same size and species tree, no additions of side yard or rear yard mulch beds and/or garden areas shall take place until the requirements of this section have been fully met. Prior to any construction, the Owner or Builder shall first submit to the Declarant, or after the Development Period ends, the Board, a complete set of plans for the proposed construction, installation, or alteration. Owners who are delinquent with any assessment are ineligible for any Plan Approval and said request shall be deemed automatically denied. The Declarant or Board, as the case may be, shall approve, reject or modify such plans in a writing sent to the Owner or Builder in question not more than sixty (60) days after the plans are submitted to the Declarant or Board, as the case may be. The sixty (60) day period shall commence upon execution of a written notice by the Declarant or Board acknowledging receipt of plans and specifications and all information required therewith. The Declarant or Board shall review the plans as to the quality of workmanship and design and harmony of external structures with existing structures and as to location in relation to surrounding structures, topography and finish grade elevation.

The Association shall have sole discretion as to whether a plan shall be approved, rejected, or modified. If the Association fails to approve, reject, or modify the plans within the sixty (60) day period, the Declarant or Board's approval shall be deemed to have been denied. In no event shall any improvements be constructed or installed that violate any terms of this Declaration.

9.2.2. Design Guidelines. The Declarant, or the Board after the Development Period ends, may prepare and, on behalf of itself and the Association, may promulgate design, and development

guidelines governing construction within the Properties, which shall include application and review procedures to be followed in submitting an application for approval hereunder ("Design Guidelines"). The Design Guidelines shall be those of the Association, and the Board shall have sole and full authority to modify and to amend them from time to time without the consent of any Owner. The Association shall make the Design Guidelines available to Builders and Owners who seek to engage in construction upon all or any portion of the Property.

9.2.3. Declarant's Plan Approval Period. Declarant has the right to approve plans for architectural changes until the Developer Control period ends as set forth in Art. XII and Art. XIII of this Declaration.

9.2.4. Association's Right of Plan Approval. The Association shall be responsible for plan approval after the Developer Control period ends. The Association may delegate such right of plan approval to an Architectural Review Committee.

9.2.5. No Liability. Each Owner and Builder is responsible to ensure that all construction or any modifications, are in compliance with the Design Guidelines, restrictions and approved plans. If the Association has acted in good faith on the basis of such information possessed by them, the Board nor any Director or the Declarant shall be liable to the Association or to any Owner for any damage loss or prejudice suffered or claimed due to: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; or (b) the construction or performance of any work whether or not pursuant to approved plans, drawings, and specifications.

9.2.6. Dwelling Type. No building shall be erected, altered, placed or be permitted to remain on any Lot other than an attached or detached single-family dwelling unit and a garage for at least two cars.

9.2.7. Dwelling Floor Areas. The living area of the Dwelling Unit exclusive of porches, decks, attics, basements, areas not heated year-round and garages shall be no less than 1,200 square feet of living space.

9.2.8. Roof Requirements. All shingles shall be of a uniform color.

9.2.9. Set Back, Minimum Elevation and Yard Requirements. All Dwelling Units shall be located in accordance with the building set back lines, minimum foundation elevation and yard requirements as shown on the Record Plan and as set forth in Village of Millersburg Zoning Ordinance. The Owner or Builder shall be responsible for compliance with these standards.

9.2.10. Construction Materials. No Dwelling Units shall be constructed of concrete block, cinder block or other similar materials unless the exterior of the Dwelling Unit is covered with brick and/or siding. No log structures or underground Dwelling Units shall be permitted.

9.2.11. Exterior Siding. Any wooden sheeting materials must have prior approval.

9.2.12. Color Schemes. All dwellings shall be in conformance with the original color scheme as promulgated by the Declarant.

9.2.13. Front Storage. No front porch shall be used for the storage of any items except normal porch furniture. No front yard shall be used for storage of any kind of items. This restriction shall not apply to building materials and/or equipment stored on the Lot during construction of the Dwelling Unit.

9.2.14. Air Conditioning and Heat Pump Equipment. Air-conditioning and heating equipment should be located on the side or the rear of the Sublot.

9.2.15. Awnings. No metal or plastic awnings for windows, doors, decks or patios may be erected or used. Only canvas awnings may be used, subject to the prior written approval of the Board before installation.

9.2.16. Decks and Railings. All decks shall be compatible in style and color with the Dwelling Unit and shall be constructed of vinyl, wood or composite. Deck railings shall be compatible in color with the deck or balcony. All decks shall be approved by the Board prior to installation, and must have a zoning and building permit from the Village of Millersburg. Privacy screening no more than 6 feet in height on up to two (2) sides of a deck or patio shall be permitted subject to the prior written approval of the Declarant or Board before installation.

9.2.17. Porches, Appendages and Additions. No porches, appendages or additions shall be permitted unless they are of a size, style, color and type compatible with the original design of the Dwelling Unit and shall match the house material and coloring exactly. Porches, appendages or additions must be integrated into the design of the house. Compatibility shall be at the discretion of the Declarant or Board.

9.2.18. Entrance Structures. No additional driveway entrance structures shall be permitted.

9.2.19. Exterior Carpeting. No exterior carpeting shall be permitted if it is visible from the street or any neighboring Lot.

9.2.20. Mailboxes. Cluster mailboxes will be located within the community.

9.2.21. House Numbers. House numbers must be visibly placed on the front elevation of each Dwelling Unit.

9.2.22. Foundations. All Dwelling Unit foundations facing any street shall be poured wall with decorative imprint.

9.2.23. Chimneys. All chimneys with metal flues must be enclosed within a chase that may be sided. Any direct vent chimney and/or furnace flues, hot water heater or any other flues shall be vented only to the rear or side of the Dwelling Unit.

9.2.24. Skylights. Skylights may be installed on the rear elevation of each Dwelling Unit facing the rear of the Lot. Other locations may be approved by the Board for a contemporary design Dwelling Unit at the Declarant or Board's discretion.

9.2.25. Privacy Fence Panels. Perimeter fences are not permitted. Privacy Fence panels must be approved by the Association prior to installation. Standard chain link shall not be permitted. Decorative fencing will be reviewed upon an individual basis considering the visual impact on surrounding lots. The Association reserves the right to restrict fencing in areas where its presence would adversely impact the aesthetics of the community, in its sole discretion. After installation, any fencing shall be considered a Limited Common Element, and shall be the Owner's responsibility to maintain, repair, and replace.

9.2.26. Other Structures. Storage sheds, barns, outbuildings, detached garages, carports, and accessory buildings are not permitted.

9.2.27. Pools. No swimming pools shall be permitted. Portable swimming pools less than 18" in depth and a 5' diameter will be permitted provided said pool is not in place for more than seventy-two consecutive hours and is properly maintained.

9.2.28. Spas and Hot Tubs. Spas and hot tubs are not permitted.

9.2.29. Play Equipment. Play apparatus or structures are not permitted on the common elements. Basketball hoops, whether permanent or moveable, are subject to approval by the Association and shall be permitted only in accordance with the Design Guidelines.

9.2.30. Generators. Notwithstanding any other conditions or restrictions in this Declaration, Owners may apply to the Association for written authorization to install a generator on the Common Elements adjacent to that Owner's Dwelling Unit, as an extension of the utility systems serving that Unit. No generator shall be installed until the Board has provided written approval of such application to install a generator. Such installation shall comply with all requirements as promulgated by the Board and/or in any design guidelines. After an application meets full compliance with the Association's requirements, the Board of Directors, at its sole and complete discretion, may choose to grant written permission to install such a generator.

9.2.31. Lot Maintenance. All Lots must be kept mowed and free of debris and clutter. During construction, each Owner and Builder shall be responsible for keeping the streets and adjacent Lots clean and free of debris. The Declarant or Board shall have the right to assess an Owner or Builder for the cost of clean up in the event that the Owner or Builder fails to do so. Owners shall be responsible for all costs incurred to repair or replace damaged curbs and/or gutters along the front of the Owner's Lot resulting from construction vehicles or any negligence during the construction of the Dwelling Unit.

9.3. Remedies for Breach of Covenants and Restrictions. The violation of any covenant,

easement or restriction contained in the Declaration or violation of any rule or, regulation duly adopted by the Board shall give the Board the authority to enforce the covenants restrictions, rules and regulations in accordance with this Section.

9.3.1. Actions. The Declarant or Board after the Developer Control period ends may take any or all of the following actions.

9.3.1.1. levy a fine against the Builder, Owner or Occupant, which shall also be an Individual Assessment under Art. VII.

9.3.1.2. to enter upon a Lot or portion thereof upon which or, as to which, such violation or breach exists and to summarily abate and remove at the expense of the Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration, and the Board, or its agents shall not be thereby deemed guilty in any manner of trespass or wrongful act.

9.3.1.3. to institute appropriate legal proceedings to enjoin, abate or remedy the continuance of any breach.

9.3.1.4. undertake such dispute resolution methods such as mediation and arbitration, except that this provision shall not be construed as any requirement to do so as a condition precedent to legal proceedings.

9.3.1.5. may initiate eviction proceedings, pursuant to Chapters 5321 and 1923 of the Revised Code, to evict a tenant or occupant. The action shall be brought by the Association, as the Owner's agent, in the name of the Owner. In addition to any procedures required by Chapters 5321 and 1923 of the Revised Code, the Association shall give the Owner at least ten days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorney's fees, shall be charged to the Owner and shall be the subject of a special assessment against the offending Lot and made a lien against that Lot.

9.3.1.6. may impose reasonable attorney fees and court costs incurred by the Association to cure such a breach.

9.3.2. Notice and Opportunity to be Heard. Prior to imposing a charge for damages or an enforcement assessment as provided for herein, the Board shall give the Owner a written notice, which may be in the form of electronic mail to an electronic mail address previously provided by the Owner in writing, that includes all of the following: (1) A description of the property damage or violation; (2) The amount of the proposed charge or assessment; (3) A statement that the owner has a right to a hearing before the board to contest the proposed charge or assessment; (4) A statement setting forth the procedures to request a hearing; and (5) A reasonable date by

which the owner must cure a continuing violation to avoid the proposed charge or assessment, if such an opportunity to cure is applicable.

9.3.2.1. Hearing Request. To request a hearing, the Owner shall deliver a written notice to the Board or other person specified in the Notice not later than the tenth day after receiving the Notice. If the Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board immediately may impose a charge for damages or an enforcement assessment pursuant to this section.

9.3.2.2. Hearing Notice. If an Owner requests a hearing, at least seven days prior to the hearing the Board shall provide the Owner with a written notice that includes the date, time, and location of the hearing. Hearings may be held electronically or by phone, provided that all parties to the hearing can participate in real time.

9.3.2.3. Assessment Held in Abeyance. The Board shall not levy a charge or assessment before holding any hearing timely requested as provided for herein.

9.3.2.4. Hearing Decision. Within thirty days following a hearing at which the Board imposes a charge or assessment, the Association shall deliver a written notice of the charge or assessment to the Owner.

9.3.2.5. Service of Notice. Any written notice required pursuant to this Section shall be delivered to the Owner or any occupant of the Dwelling Unit by personal delivery, by certified mail, return receipt requested, by electronic mail, and/or by regular mail.

9.3.3. Individual Actions. Each Owner is empowered to enforce the covenants by appropriate legal proceedings.

ARTICLE X

INSURANCE AND CASUALTY LOSSES

10.1. Maintenance of Liability Insurance. The Association, as an Association Expense, shall insure itself: the Board of Directors, all Owners and other persons residing with them in Dwelling Units, their tenants, and all persons lawfully in possession or control of the Lots, Dwelling Units and Land, against liability for bodily or personal injury or death and for injury to or destruction of property occurring upon, in or about, the Property; such insurance shall afford aggregate protection with combined limits of not less than One Million Dollars (\$1,000,000.00) with respect to bodily or personal injury or death suffered by one or more persons and damage to destruction of property arising out of any one incident.

10.2. Other Insurance. The Association, at the discretion of the Board of Directors, shall have a right to maintain such property or extended coverage insurance insuring the Association's

property in such amounts, against such perils, for such time periods and under such circumstances as the Association through its Board of Directors determines is appropriate and in the best interest of the Association.

10.3. Casualty Insurance Obligations. The Association shall obtain and carry casualty/property insurance pursuant to the following requirements and guidelines:

- 10.3.1.** The Association shall obtain and carry casualty/property insurance covering all insurable improvements comprising the Common Elements, all personal property that the Association may own from time to time, and the basic structures of the Dwelling Units from the “studs-out,” including, but not limited to all electrical wiring, plumbing and other utility lines located within the Dwelling Unit and/or only serving such unit. That is, the Association’s casualty policy shall be considered a “bare walls policy” as the term is typically used in the insurance industry at the time of recording this Amendment.
- 10.3.2.** The Association’s casualty insurance policy shall be in an amount (after application of any deductible) equal to one hundred percent (100%) of the present replacement cost, with a guaranteed replacement cost endorsement, but excluding land, foundation, excavation costs and other items normally excluded from such coverage. The Board is authorized to obtain appraisals to establish the replacement cost as reasonably deemed necessary and the cost of such appraisals shall be a Common Expense.
- 10.3.3.** The Association’s casualty insurance policy shall afford protection against loss or damage by fire and other perils covered by the standard extended coverage endorsement, and all other perils that are customarily cover in Northern Ohio, including perils normally covered by the standard “all-risk” or “special form” endorsement.
- 10.3.4.** The Association’s casualty insurance policy may include a reasonable deductible, as determined by the Board, which shall be paid as further described herein.
- 10.3.5.** The Board has the sole right to make a claim on the policy. If, in the Board’s reasonable estimation, the deductible exceeds the expected repair cost or casualty loss, or the expected repair or replacement is not a major catastrophic event, the Association is under no obligation to make such a claim.
- 10.3.6.** The Casualty Insurance policy or policies providing coverage shall provide that the coverage therefor shall not be terminated for non-payment of premiums without at least ten (10) days’ written notice to each Dwelling Unit mortgagee shown on the Association’s records. All casualty insurance policies shall be purchased by the Association for the benefit of the Developer, the Association, the Owners and their respective mortgagees, as their interests may appear, and shall provide (i) upon request, for the issuance of certificates of insurance with mortgagee endorsements to the holders of mortgages on the Dwelling Units; (ii)

that the insurer waives its rights of subrogation against Owners, Occupants of the Dwelling Units, and the Association; (iii) that the insurance will not be prejudiced by any acts or omissions of Owners that are not under the control of the Association; and (iv) the policy is primary even if an Owner has other insurance that covers the same loss. The Casualty Insurance policies and any endorsements thereto shall be deposited with the Association or with the Insurance Trustee, if one is appointed, who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the provisions hereof. The Association shall pay the premiums for the required casualty insurance at least thirty (30) days prior to the expiration date of the policy.

10.4. Payment of Deductible. If a loss of property, real or personal, arises that is covered by the Association's Casualty Insurance to which a deductible applies, the Board shall reasonably determine responsibility for the deductible payment based upon the following guidelines:

- 10.4.1.** In the absence of any negligence or an intentional act causing damage, the deductible shall be paid by the party who is responsible to reasonably maintain, repair or replace the property, real or personal, in the absence of any insurance coverage. For example, if the loss is to a portion of the Dwelling Unit for which the Association is responsible to maintain, repair and replace, such as the roofs, the Association shall be responsible for the any expense not covered by the proceeds of insurance, including the deductible.
- 10.4.2.** In the absence of any negligence or any intentional act causing damage, if the loss affects portions of the Property for which both the Association and the Owner(s) are otherwise responsible for, the deductible shall be allocated in relation to the amount each party's loss bears to the total loss, with the party suffering the greater loss being responsible for the larger share of the deductible.
- 10.4.3.** If the loss arises as a result of the Association's negligence, or the negligence of any of its employees, guests or agents, including, but not limited to, the maintenance, repair and/or replacement of the portions of the Properties for which it is responsible, the Association shall be fully liable for the deductible.
- 10.4.4.** If the loss arises to any portion of the Properties as a result of the negligence or intentional act of the Owner, or any member of the Owner's family or the Owner's guests, employees, agents, or lessees, the Owner shall be fully liable for the deductible.

10.5. Waiver of Right of Subrogation. To the extent the Association maintains insurance for damage or injury to property upon all or any portion of the Common Elements and Dwelling Units, and to the extent that the following provision does not invalidate any policy or policies of insurance maintained by the Association, the Association shall and does hereby waive and release each Owner and their respective officers, agents, families and guests from and against

any and all liability for any loss, damage or injury to property resulting from any act or peril covered by such policies of insurance maintained by the Association.

10.6. Premiums All premiums paid by the Association for insurance of any kind, nature or description shall be deemed to be an Association Expense.

10.7. Insurance Proceeds. Any and all insurance proceeds received by the Association shall be held by the Association and used for the benefit of Association as the Board of Directors shall from time to time determine, and no Owner, in such person's capacity as such, shall have any right in or to any proceeds of such insurance unless so determined by the Board.

10.8. Fidelity, Crime, and Dishonesty Insurance. Blanket fidelity, crime, or dishonesty insurance coverage for a person who controls or disburses Association funds. Any person who controls or disburses Association funds is defined as any individual with authority or access to sign checks, conduct electronic transfers, or otherwise withdraw funds for any Association bank account or deposit account, including a management company's principals and employees; the president, secretary, treasurer, any other board member, and employee of the Association.

Said dishonesty policy shall provide for the following:

10.8.1. Coverage shall be for the maximum amount of funds that will be in the custody of the Association or its designated agent at any one time, plus three months' worth of operating expenses;

10.8.2. The insurance shall be the property of and for the sole benefit of the Association and shall protect against theft, embezzlement, misappropriation, or any other unauthorized taking or loss of Association funds;

10.8.3. The policy shall include in its definition of "employee" the manager and the managing agent of the Association's funds or provide for this inclusion by an endorsement to the policy;

10.8.4. The policy shall name the Association as the insured party and shall include a provision requiring the issuer of the policy to provide a ten-day written notice to the Association's president or manager in the event of cancellation or substantial modification of the policy. The manager or managing agent, if any, of the Association, shall be the designated agent on the policy;

10.8.5. If there is a change in the manager or the managing agent of the Association, then within ten (10) days of the effective start date, the new manager or managing agent shall notify the insurer of such change.

10.9. Additional Insurance Provisions. The Board, without a vote of the Unit Owners, may amend the provisions of this Article or any supplemental provisions set forth in a Supplemental Declaration or Amendment, if such amendment is necessary to comply with secondary mortgage market guidelines or is necessary or desirable to meet the requirements of any institutional lender, the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other agency which may insure

purchase loans on a Dwelling Unit.

10.10. Individual Insurance. Each Owner shall have the duty to acquire and maintain in continuous effect, at the Owner's expense, a property/casualty insurance policy on the Dwelling Unit and Lot, which includes coverage from the drywall, inwards, to include all portions of the Dwelling Unit not an Association responsibility. Said policy must be written to provide full replacement cost, including the guaranteed Replacement Cost Endorsement, of the Dwelling Unit in the event of damage or destruction from a covered peril. Each policy so written shall also provide third party liability coverage and protection for each Owner. The Owner must provide the Association with evidence of insurance as set forth above by an official Certificate of Insurance of the Agency providing such coverage, on an annual basis.

ARTICLE XI

CONDEMNATION

11.1. Whenever all or any part of the Common Elements shall be taken (or conveyed in lieu of and under threat of condemnation by the Board) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. No Owner, however, shall have the right to participate in such proceedings, unless otherwise required by law. The award made for such taking shall be payable to the Association, as trustee for all Owners, to be disbursed as follows:

11.1.1. If the taking involves a portion of the Common Elements on which improvements have been constructed, then, unless within sixty (60) days after such taking at least seventy-five (75%) percent of the Owners shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Elements, to be extent lands are available therefore. In accordance with plans approved by the Board. If such improvements are to be repaired or restored, the above provisions in Article X hereof regarding the disbursement of funds in respect to casualty damage or destruction, which is to be repaired, shall apply.

11.1.2. If the taking does not involve any improvements on the Common Elements, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE XII

DEVELOPMENT RIGHTS

12.1. Completion of Development. Declarant reserves the rights to take any action reasonably necessary to complete the development without consent of the Owners at any time during the Development Period.

12.2. Easements Reserved. The Declarant reserves for itself, its successors and assigns and any Builder, the following easements:

12.2.1. Easements for drainage and all utilities as shown on the Record Plan.

12.2.2. Easements for ingress, egress, drainage and all utilities over the Common Elements and Sublots provided that such easements do not unreasonably interfere with any Owner's rights of enjoyment.

12.2.3. An easement over the Common Elements as may be reasonably necessary for the purpose of discharging its obligations or exercising any rights under the Declaration.

12.2.4. An easement for ingress, egress, drainage and all utilities over the Common Elements and the right to convey that easements to others in the event that the Additional Property is not submitted to this Declaration.

12.3 Assignment of Development Rights. The Declarant reserves the right to assign any or all of its Development Rights to any person or entity for the purpose of further development and improvement of the Property. No assignment shall be effective unless in a writing filed with the Recorder of Holmes County, Ohio

12.4. Transfer of Development Rights by Foreclosure. Unless otherwise provided in any mortgage securing the Property held by Declarant, in the case of foreclosure of such mortgage, deed in lieu of foreclosure, judicial sale, tax sale, sale under the U.S. Bankruptcy Code or receivership proceedings, of any portion of the Property held by the Declarant subject to the Development Rights herein reserved (including the Special Declarant Rights), a person acquiring title to such property, but only upon his request, succeeds to all such Development Rights. The judgment or instrument conveying title must provide for the transfer of such rights. Upon foreclosure sale, deed in lieu of foreclosure, judicial sale, tax sale, sale under the U.S. Bankruptcy Code or receivership proceedings, the Declarant ceases to have any of the rights herein reserved. A successor to the Development Rights held by a transferee that acquired such rights pursuant to this Section, may declare by a recorded instrument the intention to hold such rights solely for transfer to another person. Thereafter, until transferring such Development Rights to any person acquiring title to the Property subject to the Development Rights, or until recording an instrument permitting exercise of such rights, that successor may not exercise any of those rights, and any attempted exercise is void. So long as a successor declarant may not exercise any Development Rights under this section, such declarant is not subject to any liability as a declarant.

ARTICLE XIII

SPECIAL DECLARANT RIGHTS

13.1. Use for Sale Purposes. Declarant reserves for itself, its successors and assigns, the right to maintain sales offices and models upon the Common Elements and Lots.

13.2. Signs and Marketing. Declarant reserves the right for itself, its successors and assigns, to install and maintain displays in the Property to promote sales of Lots, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Owners.

13.3. Control of the Association.

13.3.1. Appointment of Directors and Officers. Declarant reserves the right to appoint and remove the members of the Board and the Officers of the Association during the Declarant Control Period which period will commence upon the recording of this Declaration and shall terminate no later than the earlier of:

13.3.1.1. sixty (60) days after the conveyance of ninety-five (95%) of the Lots to Owners other than Declarant and its successors and assigns; or

13.3.1.2. ten (10) years after recording of this Declaration.

13.3.2. Early Termination of Control. Declarant may voluntarily surrender the right to appoint and remove Directors and Officers before the termination of the period set forth above. In that event, the Declarant may require, for the duration of that period, that specified actions of the Association or the Board, be approved by Declarant before they become effective. Such voluntary termination shall be evidenced by a recorded instrument executed by Declarant setting forth the termination of right to appoint and the actions which require Declarant's approval.

13.4. Declarant's Personal Property. The Declarant reserve the right to retain all personal property and equipment used in sales, management, construction, and maintenance of the Property that has not been represented as property of the Association. Declarant reserves the right to remove, within one (1) year after the sale of the last Lot, from the Property any and all goods and improvements used in development, marketing-and construction, whether or not they have become fixtures.

13.5. Right to Amend Documents. Notwithstanding anything above to the contrary, this Declaration may be amended at any time without the vote of Owners by a written instrument executed

by the Declarant for the purpose of eliminating or correcting any typographical or other inadvertent error herein; eliminating or resolving any ambiguity herein; making nominal changes; clarifying Declarant original intent; making any change necessary or desirable to meet the requirements of any institutional lender, the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other agency which may insure or purchase loans on a Lot. No such amendment, however, shall materially affect any Owner's interest in the Association or the Common Elements. Each Owner and their mortgagees, by acceptance of a deed to a Lot or a mortgage encumbering such Lot, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by Declarant as provided in the immediately preceding sentence. All such Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by a Declarant to be necessary or proper to effectuate the provisions of this paragraph.

ARTICLE XIV

DURATION, AMENDMENT AND TERMINATION

14.1. Duration. This Declaration, and its provisions, shall be covenants running with the land and shall bind the property and shall (regardless of whether any such beneficiary owns an interest in any Lot) inure to the benefit of and be enforceable by Declarant, the Association, and each Owner, Occupant and their legal representatives, heirs, devisees, successors and assigns and shall continue in full force and effect for twenty (20) years from the date on which this Declaration is recorded. Thereafter this Declaration shall be automatically renewed for successive ten-year periods unless amended or terminated as provided in this Article.

14.2. Amendment.

14.2.1. Any provision of this Declaration may be amended in whole or in part by a recorded instrument approved by at least seventy-five (75%) percent of the members, after the Development Control period ends.

14.2.2. All Amendments shall be executed by the President and Secretary of the Association. Such Amendment shall certify that the proper notices were sent and that the requisite vote was obtained. Amendments need not be signed by the Owners.

14.2.3. Owners may vote to amend this Declaration by written ballot or by electronic ballot, as determined by the Board. If an Owner chooses to opt out of electronic voting, they must do so by serving the Secretary with written notice of the Member's intent to opt out of electronic voting. An electronic signature satisfies any requirement for a written signature under this Declaration. For the purposes of electronic voting, the identity of the Owner must be authenticated before a vote is accepted by the Association, and the Owner must receive an

electronic receipt for the vote which includes the date/time of the vote and the specific vote cast.

14.3. Termination. This Declaration and the regime created thereby may be terminated only in accordance with this Section.

14.3.1. Consent Required. This Declaration may be terminated only upon consent of the Owners of Eighty (80%) Percent of the Lots.

14.3.2. Agreement to Terminate. No termination shall be effective unless an agreement to terminate is filed for record with the Holmes County Recorder. This agreement shall be executed in the same manner as an amendment. The agreement shall provide for disposition of the Common Elements, disposition of Association funds and other resolutions and provisions necessary to terminate the regime and wind up the affairs of the Association.

ARTICLE XV

MISCELLANEOUS

15.1. No Reverter. No covenant, condition, restriction or reservation of easement contained in this Declaration is intended to create, or shall be construed as creating, a condition subsequent or a possibility of reverter.

15.2. Notices. Any notice required or permitted to be given to an Owner or resident by the Board pursuant to the provisions of this Declaration shall be deemed given when mailed by United States mail, postage prepaid, addressed to such person's last mailing address or email address as it appears on the records of the Association, by personal delivery, or by electronic mail if such Owner has consented to electronic notices.

15.3. Construction. The Board shall have the right to construe the provisions of this Declaration, the Bylaws, and Design Guidelines, and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding as to all persons and entities benefited or bound by the provisions of this Declaration.

15.4. Invalidity. The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision hereof.

15.5. Discrimination. No action shall at any time be taken by the Association or its Board that in any manner would discriminate against any Owner in favor of another.

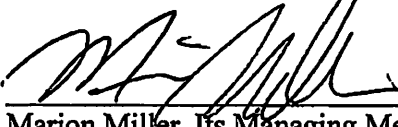
15.6. Failure to Enforce Not a Waiver. The failure by the Association or anyone permitted by this Declaration to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

15.7. **Headings.** The headings of the Articles and Sections are for conveyance only and shall not affect the meaning or construction of the contents of this Declaration.

15.8. **Gender.** Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural and vice versa.

15.9. **Conflict.** In the event of a conflict between the Restrictions or any one or more of them and the restrictions of any Declaration which may be recorded subsequent to this Declaration, the more restrictive/restriction, covenant, condition, easement or other obligation shall control.

GRANDVIEW PROPERTY HOLDINGS, LLC

By: 
Marion Miller, Its Managing Member

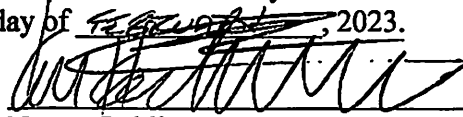
STATE OF OHIO)
) SS.
COUNTY OF HOLMES)

The foregoing instrument was acknowledged before me this 7 day of ~~FEBRUARY~~ FEBRUARY 2023 by Marion Miller, as Managing Member of Grandview Property Holdings, LLC, an Ohio limited liability company, on behalf of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at BERLIN, Ohio, this 7 day of ~~FEBRUARY~~ FEBRUARY, 2023.



Ken Hochstetler
Attorney at Law
Notary Public, State of Ohio
My Commission Has
No Expiration Date
Section 147.03R.C.


Notary Public

This instrument prepared by:
Lindsey A. Wrubel, Esq.
Eques Law Group
5989 CR 77

Millersburg, OH 44654
Telephone: (216) 339-8939
Direct: (330) 275-9796
Facsimile: (888) 711-9210
law@eques.law

EXHIBIT A – Plat to be Recorded

EXHIBIT B- Legal Description

Description - Lot 950

Being Lot 950 of Pleasant View The Glass Plant Addition Replat No. 1 recorded in Plat Book 2 Page 635 of the Holmes County Plat Records.

Lot 950 contains 20.624 acres, but is subject to all highways and easements of record. Containing 20.608 acres in Lot 42 and 0.016 acres in Lot 47.

Pleasant View The Glass Plant Addition Replat No. 1 is situated in the Village of Millersburg and being a part of Lots 42 and 47 of the First Quarter, Hardy Township, T-9 N, R-7 W, Holmes County Ohio.

This parcel is subject to an existing 30 foot easement recorded in Official Record vol. 24 page 430.

Note: Lot 950 is subject to all Restrictive Covenants listed or shown on said Subdivision Plat.

This survey made and description prepared by Aaron L. Gerber, P.S. 8379.
January 24, 2023



Aaron L. Gerber P.S. 8379



EXHIBIT C

BYLAWS

**TRAILS EDGE ESTATES HOMEOWNERS ASSOCIATION, INC.
MILLERSBURG, OHIO**

ARTICLE ONE

PURPOSES AND DEFINITIONS

1.1 **Purpose.** The purpose of these Bylaws shall be to provide for the administration, government and operation of Trails Edge Estates Homeowners Association, Inc. (hereinafter "Association"), the homeowners association established by the Declarant for the government of the Association pursuant to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements ("Declaration"), and as may be amended from time to time.

1.2 **Definitions.** All of the words and terms used in these Bylaws containing initial capital letters shall have the same definition and meaning as set forth in the Declaration.

ARTICLE TWO

ASSOCIATION

2.1 **Name and Nature of Association.** The Association is an Ohio corporation not for profit and is named Trails Edge Estates Homeowners Association, Inc.

2.2 **Admission to Membership.** Each Owner of a Lot in the Association shall, by virtue of such ownership, become and be a Member of the Association, and such person shall continue to be a Member of the Association so long as such person retains such person's ownership of a Lot in the Association.

2.3 **Membership.** The Membership of the Association shall consist of all the Owners within Trails Edge Estates Homeowners Association, Inc.

2.4 **Proxies.** Members may vote or act in person, electronically, or by proxy. A person appointed as a proxy must be a Member of the Association in good standing or the spouse of a Member in good standing. Good standing is defined as being not more than thirty (30) days delinquent in the payment of any assessment and having no pending enforcement violations. Designation by a Member or Members of a proxy to vote or act on the designating Member's behalf shall be delivered in writing to the Board of Directors of the Association and shall be revocable at any time by actual notice to the Board of Directors

by the Member or Members making such designation. Each proxy must be filed with the Secretary prior to the commencement of a meeting, or at the time the proxies are called for. Members may vote by electronic ballot, as determined by the Board. Members may also attend a meeting of the membership electronically. If a Member chooses to opt out of electronic voting, they must do so by serving the Secretary with written notice of the Member's intent to opt out of electronic voting. An electronic signature satisfies any requirement for a written signature under these Bylaws. For the purposes of electronic voting, the identity of the Member must be authenticated before a vote is accepted by the Association, and the Member must receive an electronic receipt for the vote which includes the date/time of the vote. For elections, electronic votes must be received before the commencement of the annual or special meeting in order to be counted.

2.5 Effect of Revocation. Notice to the Board of Directors or Secretary in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized.

ARTICLE THREE **MEETING OF MEMBERS**

3.1 Annual Meeting. Each annual meeting of the Members of the Association for the election of members of the Board of Directors, the consideration of reports, and the transaction of such other business as may be properly brought before the meeting, shall be held in Holmes County, Ohio as designated by the Board of Directors and specified in the notice of such meeting, at 5:00 P.M. or at such other time as may be designated by the Board of Directors and specified in the notice of meeting. All such annual meetings shall be held in the first quarter of each year, unless adjourned thereafter. All meetings of the Association may be held electronically provided that all members can participate in real time. Any electronic votes of the membership must be effectuated as provided herein. Paper ballots may also be used for voting purposes, to be collected in advance of the meeting if said meeting is held electronically, and to be returned by a date specified before the annual meeting, if so determined by the Board.

3.2 Special Meetings. Special meetings of the Members of the Association may be on any business day when called by the President or by the Board of Directors, by the Declarant, or by Members entitled to cast at least twenty-five percent (25%) of the votes of the Association. Upon request in writing delivered either in person or by certified mail or registered mail to the President or the Secretary of the Association by any person or persons entitled to call a meeting of Members, such officer shall forthwith cause to be given to the Members entitled thereto written notice by personal delivery, mail, or electronic mail, of a meeting to be held on a date not less than seven (7) nor more than sixty (60) days after the receipt of such request as such officer may fix. If such notice is not given within thirty (30) days after the delivery or mailing of such request, the Members calling the meeting may fix the time of the meeting and give notice thereof. Each special meeting shall be called to convene at 5:00 PM. and shall be held as shall be specified in the notice of such meeting within Holmes County, Ohio, or

electronically, as determined by the Board or the Members requesting such Special Meeting, as the case may be.

3.3 Notices of Meeting. Not less than seven (7) nor more than sixty (60) days before the date fixed for any meeting of the Members of the Association, written notice stating the date, time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by these Bylaws to give such notice. The notice shall be given by personal delivery or by mail to each Member of the Association who is an Owner of record of a Residence as of the day preceding the day on which notice is given. If mailed, the notice shall be addressed to the respective Members at their respective addresses as the same appear on the records of the Association. Notice of Meetings may also be sent to each Owner via electronic mail if the Owner has opted into electronic notices.

3.4 Waiver. Notice of the time, place, and purposes of any meeting of Members may be waived in writing, either before or after the holding of such meeting, by any Member, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Member at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by such Member of notice of such meeting and/or any defect in such notice.

3.6 Quorum. Except as may be otherwise provided by law or by the Declaration, at any meeting of the Association, the Members entitled to exercise any of the voting power of the Association present in person, electronically, or by proxy shall constitute a quorum for such meeting. No action may be authorized or taken by a lesser percentage than required by law, by the Declaration or by these Bylaws.

3.7 Adjournment. The Members entitled to exercise a majority of the voting power represented at a meeting of Members, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

3.8 Conduct of Meetings. The President, property manager, or the Association's legal representative shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in the minute book all resolutions adopted, as well as a record of all transactions occurring at such meeting.

3.9 Order of Business. The order of business in all meetings of Members shall be as follows:

- (a) Calling of meeting to order,
- (b) Proof of notice of meeting or waiver of notice,
- (c) Reading of minutes of preceding meeting or waiver of reading;
- (d) Reports of Officers;
- (e) Reports of Committees;
- (f) Appointment of Inspectors of Election;
- (g) Election of Directors;
- (h) Unfinished and/or old business;
- (i) New Business;
- (j) Adjournment.

The order of business of meetings of members of the Association may be changed by the exercise of a majority of the voting power present at that meeting whether or not such majority of the voting power present at that meeting constitutes a quorum.

3.10 Actions Without a Meeting. All actions by Members, except removal of a member of the Board of Directors, which may be taken at a meeting of the Association, may be taken without a meeting with the approval of, and in a writing or writings signed by, Members who have the percentage of voting power required to take such action if the same were taken at a meeting. Such writings shall be filed with the Secretary of the Association.

3.11 Voting Rights for Residences; Fractional Voting. The aggregate number of votes for all Owners equal the number of Lots in the Association. If any Dwelling Unit is owned by more than one (1) Person, firm, or entity, the voting rights for such Residence shall not be divided but shall be exercised only as a whole, and such voting power may not be divided or fractionalized for voting purposes, but shall be cast only as a whole. Members may vote by written ballot or by electronic ballot, either at the meeting or in advance of the meeting by a date specified in the meeting notice, as determined by the Board. If a Member chooses to opt out of electronic voting, they must do so by serving the Secretary with written notice of the Member's intent to opt out of electronic voting. An electronic signature satisfies any requirement for a written signature under the Declaration and Bylaws. For the purposes of electronic voting, the identity of the Member must be authenticated before a vote is accepted by the Association, and the Member must receive an electronic receipt for the vote which includes the date/time of the vote and the specific vote cast.

3.12 Required Percentage. Unless by express statutory provision of the Statutes of the State of Ohio or of the Bylaws or the Declaration, a different vote is required, each question presented at a meeting of Members shall be determined by a majority vote of those present in person, by proxy, and/or electronically.

3.13 Cumulative Voting. With respect to all elections of the Board of Directors, cumulative voting is not permitted.

3.14 Business Entity Vote. The vote of any corporation, partnership, trust, or any other such entity may be cast on its behalf by any fully authorized officer, partner, member or beneficiary of such member, provided that a Certificate of Designated Representative is filed with the Secretary of the Association in advance of any annual meeting or special meeting. Such designation shall remain in full force and effect until the earlier of 1) a filing of a new Designated Representative, or 2) transfer of ownership of the Lot. If such Certificate is not on file, the vote of said corporation, partnership, trust, or any other such entity shall not be considered nor shall the presence of such Member be considered in determining whether a quorum has been met. Fiduciaries and minors who are owners of record may vote their respective interests as a Member. When any fiduciary or other legal representative of a member has furnished to the Association proof, satisfactory to the Board, of his/her authority, he/she may vote as if he/she was the member.

ARTICLE FOUR
BOARD OF DIRECTORS

4.1 Number - Qualification. The duly elected or appointed Directors of the Association shall collectively comprise the Board of Directors of the Association. During the Development Period, the Declarant shall appoint three members to the Board of Directors, whom shall not be required to be Owners. After the Development Control Period ends, the Board of Directors shall consist of three (3) members, who must be Owners in good standing or spouses of Owners in good standing, or in the event a business entity is an Owner, then any principal, officer, partner, director, member, trustee, or employee thereof, as the case may be, may be a Director. Good standing is defined as being not more than thirty (30) days delinquent in the payment of any assessment and having no pending enforcement violations. The majority of the board shall not consist of owners or representatives from the same lot unless authorized by a resolution adopted by the Board of Directors prior to the board majority being comprised of Owners or representatives from the same Lot.

4.2 Compensation. Directors shall receive no compensation for their services except as expressly provided by a resolution of the Members.

4.3 Powers, Authorities and Duties. The Board of Directors shall have the powers, authorities and duties necessary for the administration of the affairs of the Association and shall have all powers, authorities and duties referred to in Chapter 1702 of the Ohio Revised Code, Chapter 5312 of the Ohio Revised Code and the laws of the State of Ohio, and may do all acts and things provided to be done by the Board of Directors and any act, deed or thing directed to be exercised, done or omitted by the Members individually. The powers of the Board of Directors shall include but not be limited to the following:

- (a) To elect the officers of the Association;
- (b) To administer the affairs of the Association;
- (c) To promulgate such rules and regulations concerning the operation and use of the Common Elements and other rules as the Declaration provides, as may be consistent with the Declaration and to amend such rules and regulations from time to time;
- (d) To provide for the maintenance, repair and replacement of the Common Elements and such other property as may be designated in the Declaration as being the maintenance obligation of the Association or used with the Common Elements, for the benefit of the Association;
- (e) To estimate and adopt an annual operating budget and to provide for the assessment and collection from the Owners of their respective shares of the Common Expenses;

- (f) To provide for the distribution of profits, if any, or to transfer funds to a reserve account if there is a surplus;

- (g) To enforce the provisions of this Declaration including, without limitation, the right to initiate any litigation for injunctive relief, damages or otherwise, and to foreclose liens created in accordance with the Declaration and Bylaws;
- (h) To enter or authorize its agents, employees and contractors to enter in or upon any part of the Dwelling Units and Lots in the Association, when necessary in connection with any maintenance, repair or installation for which the Association is responsible, or if any Owner fails to comply with the restrictions contained in the Declaration and Bylaws. Such entry shall be made with as little inconvenience to the Owner and Occupants thereof as reasonable and any damage caused thereby shall be repaired by the Association;
- (i) To suspend the voting rights of an Owner during any period that an Assessment remains unpaid for a period of thirty (30) days or more;
- (j) Provided the Association shall have notified an Owner that such Owner shall have failed to maintain his or her Lot or Dwelling Unit as required in this Declaration and such failure shall have continued for ten (10) days after the receipt of such notice by the Owner, the Association shall have the right to perform such maintenance and to levy a Special Assessment against such Owner for the costs expended, together with an administrative fee of fifteen percent (15%) of such costs, which shall be paid within thirty (30) days following receipt of an invoice, plus any attorney fees and costs of collection;
- (k) To hire and fire managing agents, attorneys, accountants, and other independent professionals and employees that the Board determines are necessary or desirable in the management of the property and the Association;
- (l) To commence, defend, intervene in, settle, or compromise any civil, criminal, land use planning, zoning, or administrative action or proceeding that is in the name of, or threatened against, the Association, Board, or the Property, or that involves two or more owners, impacts zoning, or otherwise relates to matters affecting the Property;
- (m) To acquire, encumber, and convey or otherwise transfer real and personal property, subject to R.C. 5312.10;
- (n) To hold in the name of the Association any real property and/or personal property;
- (o) To grant easements, leases, licenses, and concessions through or over the common elements;
- (p) To levy and collect fees or other charges for the use, rental, or operation of the common elements, for services provided to owners, and for social activities or charitable contributions, in an amount not to exceed \$500.00 per year, as determined by the Board;
- (q) Pursuant to R.C. 5312.11, to levy the following charges and assessments:
 - (i) Interest and charges for the late payment of assessments;
 - (ii) Returned check charges;
 - (iii) Enforcement assessments for violations of the Declaration, the Bylaws, and the Rules of the Association; and
 - (iv) Charges for damage to the Common Elements or other property.
- (r) To adopt and amend rules that regulate the collection of delinquent Assessments

and the application of payments of delinquent Assessments;

- (s) To impose reasonable charges for preparing, recording, or copying the Declaration, Bylaws, Amendments to the Declaration and Bylaws, resale certificates, or statements of unpaid Assessments;
- (t) Subject to R.C. 5312.09(A)(1), to borrow money and assign the right to common Assessments or other future income to a lender as security for a loan to the Association;
- (u) To suspend the voting privileges and use of recreational facilities of an Owner who is delinquent in the payment of Assessments for more than thirty days;
- (v) To purchase insurance and fidelity bonds the Directors consider appropriate and necessary;
- (w) To invest excess funds in investments that meet standards for fiduciary investments under the laws of the State of Ohio;
- (x) To exercise powers that are any of the following:
 - (i) Conferred by the Declaration or Bylaws;
 - (ii) Necessary to incorporate the Association or to maintain the Association as a not-for-profit corporation;
 - (iii) Permitted to be exercised in this state by a not-for-profit corporation;
 - (iv) Necessary and proper for the government and operation of the Association.

4.4 Board Elections. Only persons nominated as candidates shall be eligible for election as Directors and the candidates receiving the greatest number of votes shall be elected. Each Member may vote for as many candidates as there are authorized numbers of Directors to be filled in the Board of Directors. If there is a vacancy or are vacancies in the Board, however caused, the remaining Directors, though less than a majority of the authorized Directors, may, by the vote of a majority of the authorized number of Directors, fill any vacancy for the unexpired term.

4.5 Resignation. Any Director may resign at any time by oral statement to that effect made at a meeting of the Board of Directors or in a writing to that effect delivered to the Secretary of the Association. Such resignation shall take effect immediately or at such other time as the Director may specify.

4.6 Term of Office. Except as provided otherwise herein, each Director shall hold office for a three (3) year term, or until the Director's earlier resignation, removal from office or death. One (1) board term shall expire each year upon recording of these Bylaws.

4.7 Organizational Meeting. As promptly as is feasible after each annual meeting of the Association, the newly elected Directors and those Directors whose terms continue shall hold an organizational meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

4.10 Regular Board Meetings. Regular meetings of the Board of Directors held at such times and places as shall be determined by a majority of the Directors, but at least four (4) meetings per year. Board meetings shall be held at the discretion of the Board, but in any event, each Director must be sent written or electronic notice of such meeting at least forty-eight (48) hours prior to the commencement of such meeting. Board meetings may be held electronically provided that a quorum of the Board is present and Board members are able to participate in real time. No Member other than a Director

may attend or participate in any discussion or deliberation of a meeting of the Board unless the Board expressly authorizes that Owner to attend or participate.

4.11 Special Meetings. Special meetings of the Board of Directors may be held at any time upon call by the President or any two Directors. Notice of the time and place of each such meeting shall be given to each Director either by personal delivery or by mail, electronic mail, facsimile or telephone at least two (2) days before the meeting, which notice need not specify the purposes of the meeting. Attendance of any Director at any such meeting without the Director's protest, prior to or at the commencement of such meeting, of the lack of proper notice shall be deemed to be a waiver by such Director of notice of such meeting and/or defect therein, and such notice may be waived in writing either before or after the holding of such meeting, by any Director, which writing shall be filed with, any officer or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at any organizational, regular or special meeting of the Board.

4.12 Quorum. A quorum of the Board of Directors shall consist of a majority of the Directors present at a meeting duly held. Whether or not a majority of the members of the Board of Directors are present, such majority present may adjourn such meeting from time to time.

4.13 Adjournment. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

4.14 Acts of Board. At each meeting of the Board of Directors at which a quorum is present, all questions and business shall be determined by a majority vote of those present, and the act of the majority of such Directors present is the act of the Board of Directors, except as may be otherwise expressly provided in the Declaration or in the Bylaws. In lieu of conducting a meeting, the Board may take an action with the unanimous written consent of the members of the Board. Any written consent shall be filed with the minutes of the meetings of the Board.

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

4.16 Non-Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the Owners or to the Association or its Members for any mistake of judgment or for any acts or omissions made in good faith as such Directors, as further provided for in Article Eight.

4.17 Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds, as further set forth in the Declaration. The premiums on such bonds shall be paid by the Association and shall be a Common Expense.

ARTICLE FIVE
OFFICERS

5.1 Election and Designation of Officers. The Board of Directors shall elect a President, a Secretary and a Treasurer of the Association, each of whom shall be a member of the Board of Directors. The Board of Directors may also appoint one or more Assistant Treasurers and/or one or more Assistant Secretaries and such other officers as in their judgment may be necessary, who are not members of the Board of Directors. A person may hold more than one office.

5.2 Term of Office. The officers of the Association shall hold office until the next organizational meeting of the Board of Directors and until their successors are elected, except in case of resignation, removal from office or death.

5.3 Removal. The Board of Directors may remove any officer at any time with or without cause by a majority vote of the Directors then in office.

5.4 Vacancy. Any vacancy in any office may be filled by the Board of Directors.

5.5 Delegation of Authority and Duties. The Board of Directors is authorized to delegate the authority and duties of any officer to any other officer and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

ARTICLE SIX
DELEGATION

6.1 Delegation of Duties. Nothing herein contained shall be construed so as to preclude the Association, through its Board of Directors and officers, from delegating to persons, firms or corporations of its choice, including any Director or affiliate, such duties and responsibilities of the Association as the Board of Directors shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities. Without limiting the generality of the foregoing, the Board is authorized to employ professional management for the collection of assessments, budgetary work, operating the Common Elements, including, without limitation, any duties and responsibilities customarily performed by professional management companies. The cost of such professional management shall be a Common Expense.

ARTICLE SEVEN
COMMON EXPENSES AND ASSESSMENTS

7.1 Owner's Obligation to Pay. It shall be the duty of every Member to pay the Member's proportionate share of Common Expenses and any and all Assessments therefor, as set forth in the Declaration. Such proportionate share of the Common Expenses shall be in the ratio as number of Sublots owned by a Member bears to the total number of Sublots within the Association. General

Assessments shall be paid annually or monthly as may be determined by the Board of Directors of the Association.

7.2 Preparation of Estimated Budget. Each year on or before December 1st, the Board of Directors shall estimate the total amount necessary to pay the cost of management fees, insurance, and other Common Expenses which will be required during the ensuing calendar year for the rendering of all such services in connection with the Association. On or before December 15th of each year, the Board of Directors shall notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Such estimated cash requirements (hereinafter referred to as the "Estimated Cash Requirement") shall be assessed to each Lot equally as provided for in the Declaration. Any budget shall include reserves in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments, unless the Owners, exercising not less than a majority of the voting power of the Association, waive the reserve requirement annually. By the first of each month, each Owner shall be obligated to pay to the Association, or as the Board may direct, the amount determined to be payable as the appropriate amount of the annual General Assessment Fee Common Expenses for that year, as well as the amount of any other assessment made pursuant to the terms of the Bylaws and Declaration. On or before the date of the annual meeting in each calendar year, the Association shall supply to all Owners an itemized accounting of the Common Expenses actually incurred in the preceding calendar year, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures. Any amount accumulated in excess of the amount required for actual expenses and reserves established by the Board of Directors may be credited equally to each Lot to the next installments for Common Expenses due from Owners under the then-current year's estimate, or moved into the reserves, as determined by the Board, and any net shortage including any non-payment of an Owner's General Assessment shall be added to each Lot equally to the next annual installment. Notwithstanding the foregoing, the Board of Directors shall have the right to authorize a special assessment if during any annual period it becomes known that there will be a shortfall, as set forth in the Declaration. Such special assessments shall be for such amount and payable at such times as the Board of Directors shall determine. If there is any budget shortfall, the extraordinary expenditures may be paid from the reserves before a special assessment is issued.

7.3 Failure to Prepare Annual Budget. The failure or delay of the Association or Board of Directors to prepare or serve the annual or adjusted estimate on the Owners shall not constitute a waiver or release in any manner of any Owner's obligation to pay General Assessments for the Common Expenses, whenever the same shall be determined. In the absence of any annual estimate or adjusted estimate, each Owner shall continue to pay the Common Expenses at the existing rate or rates established for the previous period until the Common Expense payment and date is determined.

7.4 Books and Records. The Association shall keep full and correct books of account and the same shall be open for inspection by any Owner or any representative of any Owner duly authorized in writing, at reasonable times and upon request in writing by an Owner, with at least seven (7) days advanced notice, in addition to any other rules determined by the Board. Copies shall be provided for a reasonable fee. Document requests in excess of one per thirty-day period shall be subject to an hourly

administrative fee to be determined by the Board. An owner may not examine or copy any of the following from the books, records, or minutes, that meet either of the following conditions:

- (i) Date back more than five years prior to the date of the request; or
- (ii) Contain any of the following:

- (a) Information that pertains to property-related personnel matters;
- (b) Communications with legal counsel or attorney work product pertaining to potential, threatened or pending litigation, or other property-related matters;
- (c) Information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;
- (d) Information that relates to the enforcement of the Declaration, Bylaws, or Rules of the Association against other owners;
- (e) Information, the disclosure of which is prohibited by state or federal law.

7.5 Transfer Fee. In addition to the regular annual Assessments, each Seller of a Parcel, at the time such Seller transfer title to a Parcel, a transfer fee shall be due to the Association of not more than Five Hundred Dollars (\$500.00) per transfer. The general purpose of this contribution is to provide the Association with a portion of the necessary funds to facilitate an account transfer and to operate the Association in this regard. This transfer fee is not an escrow or advance, and it is not refundable.

7.6 Limitation on Capital Improvements. The Association has the right to make capital additions to the Common Elements or Association-responsibility components of the Dwelling Units. However, if the cost of the capital addition exceeds Five Thousand Dollars (\$5,000.00) for a single expenditure, or if the aggregate cost of the capital addition exceeds Ten Thousand Dollars (\$10,000.00) in a calendar year, a majority of the membership must approve the expenditure in writing.

7.7 Association's Right to Borrow Funds. The Association may borrow funds, in an amount not to exceed Fifty Thousand Dollars (\$50,000.00) unless approved by a majority of the membership in writing.

ARTICLE EIGHT

INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES and AGENTS

8.1 Indemnification. The Association shall indemnify any person who was or is a party or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, other than an action by or in the right of the Association, by reason of the fact that he or she is or was a Director, officer, or agent of the Association, against expenses, including attorney fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, and

with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceedings, he or she had reasonable cause to believe that his or her conduct was unlawful.

8.2 Persons Entitled to Indemnification. The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a Director, officer, or agent of the Association against expenses, including attorney fees, actually and reasonably incurred by him or her in connection with the defense of or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association, unless and only to the extent that the court of common pleas, or the court in which such action or suit was brought, shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court of common pleas or such other court shall deem proper.

8.3 Attorney Fees and Costs Recoverable. To the extent that a Director, officer, or agent has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 1 and 2 of this Article, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses, including attorney fees, actually and reasonably incurred by him or her in connection therewith.

8.4 Authorization. Any indemnification under Sections 1 and 2 of this Article, unless ordered by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, officer, or agent is proper in the circumstances because he or she has met with the applicable standard of conduct set forth in Sections 1 and 2 of this Article. Such determination shall be made:

- (a) by a majority vote of a quorum consisting of Directors of this Association who were not and are not parties to or threatened with any such action, suit, or proceeding,
or;
- (b) if such a quorum is not obtainable or if a majority vote of a quorum of disinterested Directors so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Association, or any person to be indemnified within the past five (5) years; or
- (c) by the Members; or

(d) by the court of common pleas or the court in which such action, suit, or proceeding was brought. Any determination made by the disinterested Directors under Section 4 (a) of this Article or by independent legal counsel under subparagraph 4 (b) of this Article shall be promptly communicated to the person who threatened or brought the action or suit, by or in the right of the Association under Section 2 of this Article; and, within ten (10) days after receipt of such notification, such person shall have the right to petition the court of common pleas or the court in which such action or suit was brought to review the reasonableness of such determination.

8.5 Payment in Advance of Disposition. Expenses, including attorney fees, incurred in defending any action, suit, or proceeding referred to in Sections 1 and 2 of this Article, may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Directors in the specific case upon receipt of an undertaking by or on behalf of the Director, officer, employee, or agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article.

8.6 Indemnification Not Exclusive. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Articles or other provisions of these Bylaws or any agreement, vote of Members or disinterested Directors, or otherwise, both as to action in any such person's official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

8.6 Directors and Officers Coverage. The Association shall purchase and maintain insurance on behalf of any person who is or was a Director, officer, or agent of the Association against any liability asserted against him or her in incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under this Article.

8.7 Limitation of Rights. Nothing in this Article or in these regulations shall be construed to limit or deny any rights of indemnification existing under Section 1702.12(E) of the Ohio Revised Code, as it now exists or may subsequently be amended.

ARTICLE NINE

GENERAL PROVISIONS

9.1 Service of Notices on the Board. Notices required to be given to the Board of Directors or to the Association may be delivered to any member of the Board of Directors or officer of the Association either personally or by U.S. mail addressed to such member or officer at such person's Residence, or to the Association's Statutory Agent.

9.2 Headings. The headings to each Article and to each Section of the Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the

scope or intent of this Declaration nor in any way affect this Declaration.

- 9.3 Service of Notices on Heirs. Notices required to be given to any devisees, heirs-at-law or personal representative of a deceased Owner may be delivered either personally or by mail to such person at his, her or its address appearing on the records of the court wherein the estate of such deceased Owner is being administered.
- 9.4 Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Declaration and Bylaws shall be deemed to be binding on all Owners, their respective successors, heirs and assigns.
- 9.5 Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in the Declaration or these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
- 9.6 Enforceability of Covenants. The invalidity of any covenant, restriction, condition, limitation or any other provision of these Bylaws, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the other provisions of the Bylaws
- 9.7 Amendment. Except as otherwise provided in these Bylaws or by law, these Bylaws may be amended by the Owners entitled to exercise at least seventy-five percent (75%) of the voting power of the Association. Owners may vote to amend the Bylaws by written ballot or by electronic ballot, as determined by the Board. If an Owner chooses to opt out of electronic voting, they must do so by serving the Secretary with written notice of the Member's intent to opt out of electronic voting. An electronic signature satisfies any requirement for a written signature under these Bylaws. For the purposes of electronic voting, the identity of the Owner must be authenticated before a vote is accepted by the Association, and the Owner must receive an electronic receipt for the vote which includes the date/time of the vote and the specific vote cast. An electronic signature satisfies any requirement for a written signature under these Bylaws.