

TRANSFER NOT NECESSARY

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**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
 RESTRICTIONS AND RESERVATION OF EASEMENTS FOR VILLAS OF
 GREENRIDGE**

T N N

This Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (this "Amended Declaration") is made by **J.A. DEVELOPMENT, LLC**, an Ohio limited liability company (the "Declarant"), under the following circumstances:

A. Declarant is the owner of the real property located in Hamilton County, Ohio, more particularly described on **Exhibit A** attached hereto (the "**Property**").

B. Declarant filed that certain Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Villas of Greenridge with the Hamilton County Recorder on September 3, 2024 which filing was recorded as Document No. 2024-0061185, Book 15242, Page 01117 of the Hamilton County, Ohio Recorder Official Records (the "Declaration").

C. The Declaration subjects the Property to the Provisions of Ohio Revised Code Section 5312 (the "Act") to establish a plan of covenants, conditions, restrictions, and private assessments to provide for the preservation of the values and amenities of the Property.

D. Declarant, in its capacity as Declarant and the Owner holding at least seventy-five percent (75%) of the votes entitled to vote, desires to amend the Declaration, subject to the terms and conditions of this Amended Declaration.

NOW, THEREFORE, the Declaration is hereby amended and restated as follows:

**ARTICLE I
 DEFINITIONS**

Capitalized words used in the Declaration, but not otherwise defined, will have the meanings set forth below:

1.1. "**Additional Property**" means real property that may be added to the Property and made subject to the provisions of this Declaration, as determined by Declarant, and may include

any property in the vicinity of, adjacent to, or contiguous with the Property, or a part of the Property as it is then constituted.

1.2. “**Affiliate**” means with respect to the Declarant or Builder, a Person that directly or indirectly controls, is controlled by, or is under common control with the Declarant or Builder.

1.3. “**Articles**” and “**Articles of Incorporation**” mean those Articles of Incorporation, filed with the Ohio Secretary of State, incorporating the Association as a non-profit corporation, as the same may be lawfully amended from time to time. A copy of which is attached hereto as **Exhibit B**.

1.4. “**Assessment**” means the fee(s) allocated, levied, and assessed against all Lots and Owners pursuant to Article 5 or otherwise in this of this Declaration.

1.5. “**Association**” means Villas of Greenridge Homeowners Association, Inc. an Ohio not-profit corporation, or its successors and assigns. Except as the context otherwise requires, “Association” includes the Board of Directors acting on behalf of the Association.

1.6. “**Board**” or “**Board of Directors**” means the board of directors of the Association.

1.7. “**Builder**” means Cristo Homes, Inc., or any other Person, approved in writing by Declarant, who acquires a Lot for the purpose of improving that Lot by erecting a Dwelling Unit thereon for resale to an Owner.

1.8. “**Bylaws**” means the bylaws of the Association attached hereto as **Exhibit C** which are incorporated into this Declaration and made a part hereof.

1.9. “**Common Element(s)**” means all the real and personal property owned, under easement, leased, or managed by the Association for the common use and enjoyment of the Owners, including all improvements thereon. Common Elements include, but are not limited to, any of the following types of areas, elements, facilities, and amenities now or in the future located on or serving the Property: Storm Water Facilities, and areas designated as “Open Space,” “Common Elements,” or the like whether set forth in this Declaration, any Record Plat (defined below) or designated by Declarant, or as otherwise designated as easement areas in favor of the Association or the Property generally, together with all improvements and amenities associated with each such area, including, for example, landscaping, woods/natural areas, hiking trails, parking areas, dog parks, fountains, irrigation systems, identification and directional signs, grills, firepits, benches, cluster mailboxes, gazebo, and all common utilities (electricity, water, sewer, etc.); areas designated as maintenance easements on any Record Plat or designated by Declarant; storm water detention areas or retention areas located on the Property or located off-site but serving the Property; drainage lines and facilities, sanitary sewer, and storm easements and facilities located within areas designated as private storm easement, sanitary easement, or drainage easement on the Record Plat including all storm drains, inlets, pipes, headwalls, culverts, outlets and associated improvements and landscaping; and any other items ordinary constructed for the

common use and enjoyment of the Owners, including, without limitation, those items as may be shown, designated or depicted on the Record Plat.

1.10. “**Common Expenses**” means those costs and expenses made by, or financial liabilities of, the Association, together with any allocations or reserves.

1.11. “**Common Improvements**” means the Party Walls, privacy fences, and all other exterior improvements which are part of the original construction of the Units located on the Lots and are located and constructed on or adjacent to the common Lot boundary line which separates two adjoining Units, and which constitutes a common improvement between adjoining Units on each side. Examples of Common Improvements may include fences, roofs, gutters, exterior trim, and other items shared by Dwelling Units and making up the exterior façade thereof.

1.12. “**Declarant**” means J.A. Development, LLC, an Ohio limited liability company, and its respective successors and assigns.

1.13. “**Declarant Control Period**” means the period that the Declarant may appoint members to the Board of Directors and the officers of the Association as set forth in Section 10.3.

1.14. “**Declaration**” means this Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Villas of Greenridge, including any amendments or supplements hereto.

1.15. “**Default**” means any violation or breach of, or any failure to comply with, the Organizational Documents.

1.16. “**Development Period**” means the period commencing on the date this Declaration is recorded and ending on the date twenty (20) years thereafter, during such time the Declarant has the right to exercise the Development Rights set forth in this Declaration, provided, however, that the Declarant may extend or end the Development Period from the date specified above if a signed written instrument to that effect is filed on record prior to the end of the Development Period stating such to be the case.

1.17. **Development Rights.** “Development Rights” means those rights reserved by the Declarant in Article 2.

1.18. **Living Unit or Unit.** A “Living Unit” or “Unit” means and refers to a single-family residence designated and intended for use and occupancy as a residence by a single family.

1.19. “**Lot**” means any sub-divided parcel of the Property regardless of whether a Living Unit has been, or may be, constructed thereon. A “Lot” also means any parcel of the Property designated as a Lot on any Record Plat of the Property.

1.20. “**Lot Owner**” or “**Owner**” means the named person(s), as titled owned of any Lot on which Living Unit(s) have been or are to be constructed and shall include any Builder and the Declarant, but will *not* include the Association.

1.21. “**Member**” means a member of the Association. All Lot Owners are Members.

1.22. “**Occupant**” means any Person in possession of a Lot or Living Unit and shall include an Owner’s family members, guests, invitees, tenants, and lessees.

1.23. “**Organizational Documents**” mean this Declaration, the Articles, the By-Laws, Rules and Regulations, and the Record Plat, including any amendments thereto.

1.24. “**Party Walls**” means, the foundation wall and the footing under such foundation wall which are part of the original construction of a Dwelling Unit(s) and are located and constructed on, or adjacent to, a Lot boundary line which separates two adjoining Units, and which constitutes a common wall between the adjoining Living Units, as such Party Wall may repaired and reconstructed. A Party Wall is a structural part of and physically joins the adjoining Units on each side of the Party Wall. Without limiting the foregoing, the term “Party Wall” shall also include any two (2) walls that generally meet the foregoing definition and together constitute the wall between adjoining Living Units, even if such walls are separated by de-minimums amount of air space.

1.25. “**Person**” means a natural person, a corporation, a partnership, a limited liability company, a trustee, or any other legal entity.

1.26. “**Record Plat**” means the record plat recorded at Plat Book 502, Page 43 of the official records of the Hamilton County, Ohio Recorder on May 20, 2024 along with any other record plat recorded by Declarant or any of its Affiliates in the official records of the Hamilton County, Ohio Recorder with respect to the Property.

1.27. “**Rules and Regulations**” means any rules and regulations enacted by the Association pursuant to this Declaration and under Ohio law.

1.28. “**Special Declarant Rights**” means those rights reserved by the Declarant in Article 10.

1.29. “**Storm Water Facilities**” means and refers to the detention, storm sewers, storm sewer swales, streams, ditches, catch basins, drainage lines, manholes and detention and retention basins situated on storm sewer easements or drainage easements encumbering certain of the Lots or open spaces as designated on the Record Plat and maintained by the Association, the Owners, or the appropriate governmental authorities for the common use and enjoyment of the Owners.

1.30. “**Structure**” means any improvement on a Lot or on the Common Elements including, but not limited to, any building, porch, shed, greenhouse, bathhouse, coop, cage,

covered or uncovered patio, swimming pool, fence, tennis court, wall, signboard, house trailer, play set or swing set, play structure, driveway, walkway, basketball pole, deck, or any other temporary or permanent improvement; and any excavation, fill, ditch, dam or other thing or device that changes the grade of any land by more than six inches (6") or alters the natural flow of waters from, upon or across any Lot or the Common Elements.

1.31. "**Subdivision**" means Villas of Greenridge as detailed and described on the initial Record Plat of the Property, along with any replats thereof.

ARTICLE II

DEVELOPMENT RIGHTS

2.1. **Property Subject to Declaration.** The real property which is, and will be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved, subject to the terms and conditions of this Declaration, is located in Hamilton County, Ohio, and is more particularly described in **Exhibit A** attached hereto and by this reference made a part hereof, and includes any Lot whether existing now or in the future.

2.2. **Completion of Development.** The Declarant reserves the right to take any action reasonably necessary to complete the development of the Property without the consent of the Owners during the Development Period.

2.3. **Annexation of Additional Property.** Declarant reserves the right, without the consent of the Association or the Owners, to annex all or any portion of any Additional Property to the terms of this Declaration at any time during the Development Period. The annexation shall be accomplished by the filing of a supplemental declaration identifying the Additional Property, the Lot(s) or Open Space Lots and the Common Area, in accordance with, and subject to, the following provisions.

2.4. **Acquisition of Additional Common Elements.** Declarant may convey to the Association additional real estate (or rights in real estate), improved or unimproved, located within the Property or Additional Property which upon conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all Members.

2.5. **Additional Covenants and Easements.** To accomplish the intent of the provisions of this Article II, the Declarant may subject any portion of the Property submitted to this Declaration initially or by supplemental declaration to additional covenants and easements, including covenants obligating the Association to maintain and insure such Property on behalf of the Owners thereof. Such additional covenants and easements shall be set forth in a supplemental declaration filed either concurrent with or after the annexation of the subject property.

2.6. **Easements Reserved.** The Declarant reserves for itself, its successors and assigns, and any Builder, the following easements: (i) easements for drainage and all utilities as shown on

the Record Plat; (ii) easements for ingress, egress, construction, drainage, and all utilities over the Property, and the right to convey those easements to others; (iii) an easement for ingress, egress, drainage and all utilities over the Common Elements and in favor of the Additional Property and the right to convey that easement(s) to others in the event that the Additional Property is not submitted to this Declaration; and (iv) an easement over the Property, as may be reasonably necessary, for the purpose of discharging its obligations or exercising any rights under this Declaration.

2.7. **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.

2.8. **Transfer of Development Rights by Foreclosure.** Unless otherwise provided in any mortgage securing the Property held by Declarant or the 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 Declarant or the Declarant subject to the Development Rights herein reserved, 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 the transferee who 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 III **ASSOCIATION**

3.1. **Organization.** The Association was formed as an Ohio not for profit corporation pursuant to the provisions of Chapters 1702 and 5312 of the Ohio Revised Code, by the filing of its Articles with the Secretary of the State of Ohio. The Association's set of administrative operating rules (i.e. Bylaws) and the Articles are attached hereto as **Exhibit B** and **Exhibit C**.

3.2. **Membership.** Each Owner upon acquisition of title to a Lot shall automatically become a Member of the Association. Membership is appurtenant to and shall not be separated from any ownership interest of a Lot. Such membership shall terminate upon the sale or other disposition by such Member of his Lot ownership, at which time the new Owner automatically shall become a Member of the Association. When more than one Person is an Owner of a Lot, all such Persons shall be Members in proportionate share to their respective ownership interest. In

no event shall a vendee, purchaser or tenant be deemed to have Membership to, or be deemed a Member of, the Association, until the Lot is titled in their name.

3.3. **Annual Meeting.** Except during a period of Declarant control, the Board will call a meeting of the Members at least once each year.

3.4. **Voting Rights.** Subject to Special Declarant Rights, Owners shall be entitled to vote on matters properly before them in accordance with the Organizational Documents. Notwithstanding the foregoing, any Owner who is delinquent on dues, fees, or Assessments payable by such Owner to the Association shall be deemed to not be in good standing with the Association and shall not have the right to cast any vote on matters so long as such Owner remains bad standing with the Association.

3.5. **Number of Votes.** The Declarant shall have ten (10) votes per Lot owned. All other Owners shall have one (1) vote per Lot. If only one of several Owners for a Lot is present at a meeting of the Association, that Owner is entitled to cast the vote allocated to that Lot. If more than one of the Owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority interest of the Owners of such Lot. There is majority agreement if any one of the Owners casts the vote allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. The Association may adopt rules regarding deadlocks. No votes allocated to any Lots owned by the Association may be cast.

3.6. **Powers and Duties of the Association.** Subject to Special Declarant Rights, hereinafter set forth, and in addition to any other power/duties provided to the Association in the Organizational Documents or provided by applicable law, the Association may (as applicable and appropriate, and as determined by the Board):

3.6.1. adopt and amend Bylaws for the government of the Association, the conduct of its affairs and the management of the Property;

3.6.2. adopt Rules and Regulations for the use and occupation of the Property and Common Areas for the general health, welfare, comfort, and safety of the Members and to enforce violations of the rules and regulation and the provisions and restrictions of the Organizational Documents as against the Owners and Occupants;

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

3.6.4. hire and discharge managing agents and other employees, agents and independent contractors;

3.6.5. institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the community;

3.6.6. make contracts and incur liabilities;

3.6.7. regulate the use, maintenance, repair, replacement and modification of the Property for which the Association has maintenance responsibility and other rights as set forth herein;

3.6.8. cause additional improvements to be made as part of the Common Elements, as determined by the Association;

3.6.9. acquire, hold, encumber and convey in its own name any right, title or interest to real estate (including the Open Space Lots) or personal property;

3.6.10. grant easements, liens, licenses and concessions through or over the Common Elements;

3.6.11. impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements and for services provided to Owners;

3.6.12. impose charges for late payments of Assessments and after notice and an opportunity to be heard, levy reasonable fines for violations of the Organizational Documents;

3.6.13. impose reasonable charges for the preparation and recordation of amendments to this Declaration or for statements of unpaid Assessments;

3.6.14. provide, in the Board's discretion, for utility services through the Association for the benefit of the Common Elements, with such services being separately metered or sub metered and charged to the Association; provided, however, the costs of all such utilities, to the extent paid by the Association, shall constitute part of the Common Expenses if for the benefit of Common Elements;

3.6.15. contract for trash pick-up services for the Property, with such services, to the extent for the benefit of a Lot, will be paid for directly by the Owner;

3.6.16. provide for indemnification of its officers and Board of Directors and maintain directors' and officers' liability insurance;

3.6.17. assign its right to future income, including the right to receive Assessments, except that this power shall be limited to the purposes of repair of existing structures or improvements;

3.6.18. enter into cost-sharing agreements with adjacent property owners and/or other homeowners' associations that may be granted rights through or over the Common Elements to share in the cost of maintaining, repairing, and replacing such Common Elements;

3.6.19. exercise any other powers conferred by the Organizational Documents; and

3.6.20. exercise any other powers necessary and proper for the governance and operation of the Association.

3.7. **Rules and Regulations.** The Association may make and enforce reasonable rules and regulations governing the use of the Property, which such rules and regulations shall be consistent with the Organizational Documents and applicable laws, ordinances, and regulations. The Association shall have the power to impose sanctions on Owners for violation(s) of such rules and regulations, including, without limitation: (i) reasonable monetary fines (which shall be considered an Individual Assessment under Article V), (ii) suspension of the right to vote as a Member of the Association, and (iii) suspension of the right to use the Common Elements. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing the Organizational Documents against any Owner, Occupant, guest or invitee of any Owner, the amount shall be due and payable by such Owner and shall be considered an Individual Assessment under Article V against such Owner's Lot.

3.8. **Implied Rights.** The Association may exercise any other right or privilege given to it expressly by the laws of the State of Ohio and the Organizational Documents, and every other right or privilege reasonably implied from the existence of any right or privilege granted in this Declaration, or reasonably necessary to effectuate any such right or privilege.

3.9. **Delegation to Managing Agent.** The Association may delegate all or any portion of its authority to discharge its responsibility to a Person retained or employed by the Association to act as a managing agent subject to the limitations that: (i) any such delegation will be by a written contract with a term of no longer than three (3) years in duration; and (ii) any such contract will be terminable by either party, without cause, upon sixty (60) days' prior written notice without any termination charges or other penalties.

ARTICLE IV **COMMON ELEMENTS AND EASEMENTS**

4.1. **Description.** The Common Elements are defined in Article I above and will include, without limitation, any portion of, or rights of, the Property owned by the Association in fee, by easement, or leasehold and will also include any such items shown on the Record Plat.

4.2. **Easements.** In addition to any matters that are of record, the Property shall be benefited by/subject to (as applicable and appropriate) certain easements (as shown on the Record Plat or otherwise), including, without limitation, easements for storm/surface water detention, retention and drainage, utilities, and sanitary as shown, described, and/or depicted on the Record Plat and/or this Declaration. In addition, the Property shall be benefited by/subject to easements for construction, replacement, maintenance, and repair of items described in this Declaration. These easements shall be appurtenant to/binding on (as applicable and appropriate) and pass with the title to the Lots, as applicable.

4.3. **Enjoyment; Release.** The Common Elements shall be subject to an easement of enjoyment in favor Declarant, Builder, the Lots, and Occupants. Such easements shall be limited to the purposes for which the easement is created. To the extent the Common Elements include amenities for the use and/or enjoyment of Owners and Occupants, like walking/hiking trails, dog parks, detention/retention basins, ponds, waterways, green space, gazebos, and shelters, each hereby acknowledges certain dangers associated with their use and fully assumes all risks, including the possibility of serious physical harm or death, and waives, releases, and discharges the Association and Board from any against all rights and claims arising from their use to the maximum extent permitted by law.

4.4. **Access.** The Property will be subject to a permanent non-exclusive easement for ingress and egress in favor of Declarant, Builder, and Affiliate of either, Owners, and/or the Association (as applicable and appropriate). Such easements will be limited to the purposes for which the easements were created.

4.5. **Utilities.** The Property shall be, and hereby is, made subject to easements in favor of the Association, Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to benefit and serve any portion of the Property. The easements created by this Section will include, without limitation, rights of the Association, Declarant, and the providing utility or service company, or governmental agency or authority, to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, meter banks, conduits and equipment, and ducts and vents on, over, under, through, along and on the Common Elements, Lots, each Living Unit, the street rights of way and common spaces. Each Living Unit and Lot shall be subject to a blanket easement on, over, across such applicable portions of the Living Unit or Lot to install, repair, replace, and maintain all utilities, including, without limitation, water, sewer, gas, telephone, electricity, telecommunications, internet services and cable TV. No structure, planting or other material shall be placed or permitted to remain which may damage or interfere with installation or maintenance of utilities, or which may change the directions or flow of drainage channels in easements.

4.6. **Easement for Construction.** The Property will be, and hereby is, made subject to easements in favor of Declarant any Builder to construct, install, repair, replace, and maintain any improvements which are or were part of the original construction at the Property. Declarant and

any Builder may enter upon any Lot for such purposes and will be responsible for restoring any portion of the Lot disturbed to its former condition as nearly as reasonably possible.

4.7. **Easement for Party Walls.** The Owners of the Dwelling Unit on each side of a Party Wall own an undivided one-half interest in their respective Party Wall. The Owners of adjacent Lots shall have a perpetual and reciprocal easement in and to the Party Wall shared with the adjoining Dwelling Unit for mutual support, maintenance, repair, and inspection, and for the installation, repair and maintenance of utility lines and other facilities (if applicable). Furthermore, the Owners of adjoining Lots on each side of the Party Wall shall have the full right to use the Party Wall for structural support of a Dwelling Unit and to support any Dwelling Unit now or subsequently constructed, provided however, that such use shall not injure any adjoining Dwelling Unit or the premises of the other Owner(s), and shall not impair the Party Wall benefits and support to which such adjoining Dwelling Unit(s) is/are entitled. In addition, the Owners of adjoining Lots on each side of a Party Wall shall have the full right to use the Party Wall in aid of the support of water, sewer, electric and other utility lines, and in support of joists, crossbeams, studs and other structural members as may be required for support of the Unit located upon such Lot and for the repair, maintenance, reconstruction or remodeling of such improvements.

4.8. **Sidewalk/Walkway Easement.** The Property shall be, and hereby is, made subject to easements in favor of Declarant and the Association to install, repair, replace, and maintain sidewalks /walkways at the Property. Owners and Occupants shall have a permanent, non-exclusive easement to use such sidewalks/walkways for their intended purpose, subject to rules and restrictions adopted by the Board; provided, however, no such easement exists for a walkway that leads exclusively to a Dwelling Unit.

4.9. **Lighting.** The Property will be, and hereby is made subject to easements in favor of the Declarant, the Association, and appropriate utility and service companies and governmental agencies or authorities to install, repair, replace, and maintain any exterior lighting fixtures and related wiring, facilities and equipment as may be necessary or desirable to serve any portion of the Property, including a Common Element. The easements created by this Section include, without limitation, rights of the Declarant and Association to install, lay, maintain, repair, relocate and replace fixtures, equipment, and facilities on, over, under, through, and along each Lot and Dwelling Unit. All Owners shall pay Assessments pursuant to this Declaration and thereby will share proportionately in the cost of all exterior lighting and associated utility charges. Nothing in this Section limits or modifies each Owner's obligation to maintain in good order and repair (including replacing light bulbs) the exterior lighting fixtures on the Owner's Dwelling Unit.

4.10. **Private Drainage Easements.** Except as otherwise set forth on the Record Plat or plats for the Property, some Lots are subject to private drainage easements in favor of Declarant, the Builder, and/or the Association. Additionally, except as otherwise set forth on the Record Plat or plats for the Property, all Lots are subject to a five foot (5') in width private drainage easement adjacent to the rear line of the Lot. Declarant, Builder and the Association shall have the right to enter upon a private drainage easement for the purpose of establishing or re-establishing drainage swales in order to control and direct storm water to collection facilities.

4.11. **Owner's Delegation Rights.** Any Owner may delegate his or her easement rights and rights of enjoyment to the Common Elements to any Occupants. Any Owner who has leased his or her Dwelling Unit shall be deemed to have delegated such rights to the Occupant. Any such delegation, however, shall be in accordance with, and subject to, reasonable rules, regulations and limitations as may be adopted by the Association in accordance with the Organizational Documents.

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

4.12.1. The restrictions set forth in this Declaration and any supplement hereto.

4.12.2. The Organizational Documents and the right of the Association to enforce the Organizational Documents.

4.12.3. The right of the Association to levy Assessments as set forth herein.

4.12.4. The right of the Declarant and 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 Owners, the Association and/or Declarant.

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

4.12.6. Development Rights and Special Declarant Rights as set forth herein.

4.13. **Reservation of Easements.** Declarant and Association hereby have reserved easements for, and the right to grant easements on, over and across certain Lots for open space, cluster mailbox units, landscaping mounting and monument areas, and for the installation, maintenance, use, repair and replacement of fencing, lighting fixtures, underground utilities, irrigation systems, public utilities, sidewalk/walk ways, hiking trails, water detention basins, irrigation lines, storm sewer, sanitary sewer and surface water drainage easements, water mains, preservation areas and private drainage easements, and building setbacks, specifically as shown on the Record Plat now or hereinafter recorded, and to cut and grade slopes in and along Lot boundaries at streets and drives built within the Property.

4.14. **Easement for Services.** A non-exclusive easement is granted to all police, fire fighters, ambulance operators, mail carriers, delivery persons, garbage and trash removal personnel and all persons performing similar functions, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Property in the performance of their duties.

4.15. **Encroachments.** If, by reason of the construction, reconstruction, repair, settlement, shifting, or other movement of any of the Dwelling Units, or by reason of the partial or total destruction and rebuilding of the Dwelling Units, Common Improvements or any part of the Common Improvements, or any part of the Common Elements, encroaches upon any part of a Lot or any part of a Dwelling Unit on a Lot encroaches upon any part of the Common Elements or on another Lot; or, if by reason of the design or construction of any Common Improvements, utility systems, any main pipes, ducts or conduits serving one Lot encroach upon any part of any other Lot, then valid easements for the maintenance of such encroachments are established. These easements shall exist for the benefit of the affected Lot(s) and the Common Elements, as the case may be, so long as the encroachments exist. However, in no event shall a valid easement for any encroachment be created in favor of any Owner if the encroachment occurred due to the willful conduct of that Owner.

4.16. **Run With the Land.** All easements and rights described in the Declaration are easements appurtenant, running with the land, perpetually in full force and effect, and always will inure to the benefit of and be binding upon the Declarant, its successors and assigns, and any Owner, purchaser, mortgagee, and other party now or hereafter having an interest in the Property, or any part or portion thereof. After the Development Period, the Association will be deemed to be the successor of Declarant and as such will be deemed to be the grantee of said easements as provided in this Article, and will hold such easements for the use, benefit, and enjoyment of all Owners in the subdivision. All notes on the Record Plat that are pertinent to the specific easements set forth herein are incorporated herein by reference.

ARTICLE V **ASSESSMENTS**

5.1. **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 as provided herein. Each Owner, by acceptance of a deed, covenants and agrees to pay such Assessments. All Assessments, together with interest thereon as hereafter provided, and costs of collection thereof (including court costs and reasonable attorneys' fees) as hereinafter provided will be a charge on the land and will be a continuing lien upon the property and Lot against which such assessment is made. Each Assessment, together with such interest and cost of collection, will also be the personal obligation of the person, group of persons, or entity who was the Owner of such Lot at the time when the Assessment fell due. The liability for Common Expenses will be allocated equally among all of the Lots. Other Assessments will be allocated as applicable to the respective Lots and as determined by the Organizational Documents and the Board.

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

5.3. **Annual General Assessment.** There is hereby established an Annual General Assessment (the "Annual General Assessment" or "General Assessment") levied against all Lots for the purpose of covering the Common Expenses of the Association. The Common Expenses shall be for the purpose of, but not limited to: (i) operation, maintenance, repair and replacement as required by this Declaration; (ii) the cost of all insurance coverages for the Association as required by this Declaration or otherwise obtained and maintained by the Association, and the cost of any fidelity bonds; (iii) reasonable reserves for contingencies and replacement; (iv) administrative, accounting, legal and management fees; (v) all other costs and liabilities incurred by the Association in the exercise of its powers and duties pursuant to the Organizational Documents; (vi) the cost for any repairs, replacements, and additions, and for the cost of labor, equipment, and materials, management, and supervision relating to the Association, Common Elements, and as otherwise incident to the powers and duties of the Association pursuant to the Organizational Documents; and (vii) promoting the recreation, scenic enjoyment, health, welfare and safety of the Owners, and for protecting, advancing and promoting the environmental concept of the Property, and preserving the aesthetic and scenic qualities of the development.

5.3.1. *Amount of Annual General Assessments and Increases.* Notwithstanding anything else in this Declaration, unless the Board provides otherwise, the "Annual General Assessment" per Lot is \$400, and is due and payable by the Lot Owner to the Association, subject to the terms of this Declaration.

5.3.2. *Annual General Assessment, Maximum Increase.* Except as otherwise provided by the Board:

(i) From and after the date of the commencement of the Annual General Assessment, the Board may vote to increase the amount of the Annual General Assessment for all Lots; provided, however, no one increase will be more than a ten percent (10%) increase in a given year.

(ii) From and after the date of the commencement of the Annual General Assessment, the Annual General Assessment for all Lots may be increased above that established by the preceding paragraph, by a vote of Members as hereinafter provided for the next succeeding year and at the end of such year for each succeeding year. Any change made pursuant to this paragraph shall have the assent of fifty-one percent of the total number of votes held by the Members then entitled to vote on such matter.

5.4. **Computation and Payment of Annual General Assessment.** Subject to Section 5.3 above, the amount of the Annual General Assessment due and payable for each Lot will be assessed at least annually based on a budget the Board adopts at least annually. Except as otherwise provided for herein, the General Assessment will be effective as to each Lot on the first (1st) day of the Association's fiscal year, or other date determined by the Association. The Board will have the power from time to time to adopt such billing, collection, charges and payment procedures and other payment time schedules, as it deems appropriate in its sole discretion.

5.5. **Individual Assessment.** The Association will have the right to assess an individual Lot (each an "Individual Assessment") for any of the following:

5.5.1. any costs incurred by the Association in the performance of any maintenance that is the responsibility of the Owner;

5.5.2. any charges or fines imposed or levied in accordance with the Organizational Documents;

5.5.3. any costs incurred for maintenance or repairs, caused through the willful or negligent act of an Owner, Occupant or their family, guests, or invitees, including attorney fees, court costs and other expenses incurred;

5.5.4. any fines, penalties, and costs associated with the enforcement of the Organizational Documents, including, but not limited to attorney's fees, witness fees and costs, and court costs; and

5.5.5. any other costs, fees, or charges permitted by the Organizational Documents to be charged or assessed as an individual Assessment.

5.6. **Procedures for Imposing an Individual Assessment for Damages or Enforcement.**

5.6.1. **Notice.** Prior to imposing an Individual Assessment related to damages or the enforcement of the Organizational Documents, the Board shall give the Owner written notice containing: (a) A description of the property damaged, the required maintenance or the violation; (b) The amount of the proposed charge or individual Assessment; (c) A statement that the Owner has a right to a hearing before the Board to contest the individual Assessment; (d) A statement setting forth the procedures to request a hearing pursuant to this Declaration; and (e) a reasonable date by which the Owner must cure the violation to avoid the Individual Assessment, if such opportunity to cure is applicable. No notice is required for any Individual Assessment under Sections 8.3.1. and 9.3.

5.6.2. **Hearing.** An Owner may request a hearing by delivering written notice of such request no later than the tenth (10th) day after receiving the notice provided in Section 5.6.1 above. If the Owner fails to make a timely request for a hearing, the right to such hearing shall be considered waived, and the Board may immediately impose the Individual Assessment referenced in the notice provided or may allow a reasonable time to cure the violation before imposing an Individual Assessment. If an Owner requests a hearing, the Board shall not levy the Individual Assessment before holding a hearing and will, at least seven (7) days prior to the hearing, provide the Owner with a written notice of the date, time, and location of the hearing. Within thirty (30) days following a hearing at which the Board imposes an Individual Assessment, the Board shall deliver a written notice of the individual Assessment to the Owner.

5.6.3. **Manner of Notice.** Any notice required under this Section 5.6 to be served:

- (i) Upon the Owner shall be delivered personally to the Owner and Occupants at the Dwelling Unit Lot or Dwelling Unit, or mailed (by certified mail, return receipt requested) to the Owner at the address of the Dwelling Unit, provided that if the Owner has provided the Association with an alternative address, all such notices shall be mailed (by certified mail, return receipt requested) to the Owner at such alternative address.
- (ii) Upon the Association shall be delivered personally to any officer of the Association or to any on-site representative of any professional management company hired by the Association; or mailed (by certified mail, return receipt requested) to any officer of the Association or to the management company hired by the Association.

5.7. **Special Assessment.** There may be established a special assessment for the purpose of repairing or restoring damage or destruction to the Common Elements and/or Common Improvements or other capital improvements for any lawful purpose as determined by the Association (each a "Special Assessment").

5.8. **Working Capital Fund; Initial Assessment.** At the time of closing of a Lot from the Declarant or a Builder to the first new Owner, and upon each subsequent closing of a Lot from an Owner to a new Owner, the new Owner of said Lot shall be assessed an "Initial Assessment" as an initial capital contribution to the working capital fund of the Association; provided, however, a transfer of a Lot by an Owner to a spouse, trust, an entity controlled by the Owner, or in the event of death to a beneficiary shall not be required to pay the Initial Assessment. The beginning Initial Assessment shall equal \$400. Beginning in January 2026, and continuing each calendar year thereafter, the Board may increase the Initial Assessment by no more than five percent (5%) per year on a cumulative basis, over the prior calendar year. The Initial Assessments shall be used by the Association for its operating expenses. The Initial Assessment is not an advance payment of the Annual General Assessment, and it will not be held in any sort of trust or reserve account. Neither the Declarant nor any Builder, nor any Affiliate of Declarant or Builder shall be required to pay an Initial Assessment.

5.9. **Lien for Assessments.** The Association will have a lien for any Assessment (i.e. General Assessment, Individual Assessment, Special Assessment, Initial Assessment, etc.) levied against a Lot, for fines imposed against an Owner or Occupant, and for interest, costs, and reasonable attorneys' fees.

5.9.1. **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.

- 5.9.2. **Effective Dates.** The lien for the liability for Common Expenses for each Lot, as set forth in the Annual General Assessment, shall be effective on the first (1st) day of the fiscal year of the Association. The lien for other Assessments shall be effective, as to the applicable Owner, on the first (1st) day of the month following the notice of its levy on the Owners affected.
- 5.9.3. **Perfection.** Recording of this Declaration constitutes notice and perfection of the lien.
- 5.9.4. **Notice of Lien.** The Association shall file a notice of lien with the land records of the County and in accordance with the requirement of the Act, if any.
- 5.9.5. **Priority of the Lien.** The lien created by this Section 5.9 shall have priority over 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.
- 5.9.6. **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 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.
- 5.9.7. **Extinguishment of the Lien.** A lien for unpaid Assessments is extinguished unless proceedings to enforce the same is instituted within five (5) years after the full amount of the Assessment becomes due. If an Owner of a Lot subject to a lien files a petition for relief under the United States Bankruptcy Code, then the period of time to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay under Section 362 of the Bankruptcy Code is lifted.

5.9.8. **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 Assessments and charges becoming due and payable prior to the date of the estoppel certificate. The Association may charge a reasonable fee for the preparation of such certificate.

5.10. **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 five (5) 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 as reasonably determined by the Association, but not to exceed the interest rate permitted by applicable law. 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 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.

5.11. **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.

5.12. **Personal Obligation.** The Assessments, including fines, 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 title unless expressly assumed by them.

5.13. **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 applicable 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 the preparation of this statement.

5.14. **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.

5.15. **Declarant and Builder.** Notwithstanding anything else in this Declaration or the Organizational Documents, Declarant and Builder are entirely exempt from payment of any Assessment for any Lot or portion of the Property in which Declarant and/or Builder have an interest. This Section will also apply to the Assessment of any Lot held by Declarant or Builder for rental purposes which is or has been occupied as a Living Unit, or used for a market or model home such that Declarant or Builder will not be required to pay any amount of any assessment levied thereon.

ARTICLE VI

ARCHITECTURAL CONTROL AND GENERAL REQUIREMENTS

6.1. **Architectural Standards.** All Property (including all Lots) at any time subject to this Declaration shall be governed and controlled by this Article. Until the expiration of the Declarant Control Period, the Declarant shall have the exclusive authority to determine the architectural standards which shall govern the construction of improvements on the Property ("Improvement(s)"). Thereafter, the Board will have the exclusive authority to determine the architectural standards which will govern the construction of Improvements. Each Owner covenants and agrees by acceptance of a deed to a Lot, to, at Owner's own cost and expense, comply with, and to cause his/her Lot and any occupancy thereof to comply with the standards promulgated by the Declarant or Board (as the case may be) including, but not limited to, the terms and conditions of this Article VI (unless otherwise expressly provided otherwise herein). All plans, specifications and site surveys for the construction and placement of each Living Unit shall be submitted to the Declarant or Board (as the case may be) prior to the commencement of construction for its approval. Further, Declarant or the Board (as the case may be) may adopt additional architectural standards from time to time.

6.2. **Approval Required.** No building, fence, wall, deck, structure, swimming pool or other exterior improvement shall be commenced, erected or maintained upon the Property (or any Lot), nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Declarant, during the Declarant Control Period, and thereafter by the Board. The Board shall not have the right to review or approve the plans for the Builder's construction of the original Living Units and related improvements. Except as otherwise provided in the Declaration, in the event that the Declarant (during the Declarant Control Period) or Board, thereafter, fails to approve or disapprove said plans and specifications within 45 days after submission, approval will not be required and this Article shall be deemed fully complied with, provided such improvement complies with the general requirements of Section 7.4. Nothing in this Section 7.2 shall be construed to prohibit the Board from enforcing the provisions of this Declaration.

The plans and specifications to be submitted shall be in such form and shall contain such information as the Declarant or the Board may reasonably require. Notwithstanding anything else contained in this Declaration, each Owner is solely responsible and liable for following and complying with (and each Living Unit is subject to) any and all governmental and quasi-governmental ordinances, codes, statutes and laws, including, but not limited to, zoning ordinances and codes, that may apply to an Owner's Lot(s) or Improvements.

6.3. **Approval Not a Guarantee.** No approval of plans and specifications shall be construed as representing or implying that such plans, specifications or standards will, if followed, result in properly designed improvements. Such approvals shall in no event be construed as representing or guaranteeing that any improvement built in accordance therewith will be built in a good and workmanlike manner. Neither Declarant, nor the Association, shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved pursuant to the terms of this Article, any loss or damage to any person arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the non-compliance of such plans and specifications, any loss or damage arising from the non-compliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specifications.

6.4. **General Conditions.** No structure shall be erected on, placed upon, altered or permitted to remain on a Lot other than a dwelling not to exceed two (2) stories in height, excluding basement floor(s). All such dwellings shall have a minimum two (2) car attached garage with front, side, courtyard or rear entry. Except for improvements constructed by Declarant in connection with the development of the Property, or improvements authorized pursuant to Section 6.2 no improvement of any kind shall be erected, altered, placed or permitted to remain on the Common Elements. Additionally, no improvement constructed by Declarant in connection with the development of the Property shall be removed from the Common Elements without the prior written consent of the Declarant or the Association.

6.5. **House Placement and Yard Grading.** Living Units and Lots shall conform to existing grade and drainage patterns as set forth on the grading plan for the Property filed with the appropriate Hamilton County governmental authority. Notwithstanding the above, Declarant on behalf of itself and the Association, reserves the right to establish grades and slopes or revise the existing grade and drainage patterns at which any Living Unit shall be hereafter erected or placed thereon, to conform to the general subdivision plan. No dwelling or other building permitted to be located on any Lot will be located nearer to the front lot line than the building line shown on the Record Plat. Minimum distance from side lot lines and rear lot lines will meet applicable zoning regulations of Colerain Township, Ohio and Hamilton County, Ohio (as applicable).

6.6. **Driveways, Exterior Walkways and Patios.** All Lot driveways shall consist of the same dimensions, location, and materials as originally constructed by Builder, unless the Board approves otherwise. Unless the Board approves otherwise, at a minimum a Lot driveways must be a 12-foot wide drive, shall be of a hard surface consisting of concrete, brick or stone pavement

and shall remain natural and uniform in color with other Lots, unless otherwise approved according to this Article VI. All exterior walkways and patios shall of the dimensions, location, and materials as originally constructed by Builder, unless otherwise approved according to this Article VI. No loose gravel or dirt driveways shall be permitted. All Lots shall have a minimum of a 4-foot wide sidewalk and there shall be no parking in the yard of any Lots.

6.7. **Water Discharge.** Storm water must be disposed of in accordance with drainage plans established by Declarant or the Association. Any Lot area (including detention basins) designated for the natural flow of surface water shall at all times be kept free from any obstruction to such natural flow and any improvements made on or under any easement shall be at the risk of the Owner of the Lot on which such improvements are made.

6.8. **Landscaping and Trees.** The lawn and landscaping of each Lot shall be maintained in good and reasonable condition at the sole cost and expense of the Owner. Lawns and grass must be cut prior to reaching six inches (6") in height. All landscaping must be maintained and be free from weeds and mulch must be maintained to have a coverage depth of at least 1.5" and replaced, or turned over, annually. Any dead trees or shrubs shall be removed within a reasonable time. No living trees of a trunk diameter in excess of six (6) inches may be removed by the Owner of a Lot without the written approval of the Association except those trees within the area of the Living Unit, building line, sidewalk or driveway. This restriction regarding the removal of trees shall remain applicable to each Lot, individually, until all Living Units have been built and occupied. If any plants or trees die that were included in the Lot developer's or Builder's original landscaping plans, such plants or trees must be re-planted in its place at the expense of the then-current owner of such Lot(s). This paragraph will not apply to any lots owned by Declarant or Builder.

6.9. **Mailboxes and Lampposts.** Original mailboxes, as well as replacement mailboxes, shall comply with such specifications as adopted by the Declarant or the Association. Any replacement mailboxes or poles must be of the same style and make and be in the same location as originally installed. In lieu of individual mailboxes for each Lot, the Declarant or the Association may, in its discretions, or at the direction of the United States Postal Service (or other governmental, or quasi-governmental activity), designate cluster mailboxes (or cluster mail box units) to be used at the Property for mail delivery purposes.

ARTICLE VII

RESTRICTIONS, USE, MAINTENANCE, AND VARIANCES

7.1. **General.** The provisions of this Article VII are applicable to all Lots with respect to use and occupancy thereof, and the Property (where applicable and appropriate), except as expressly provided otherwise herein. Other restrictions and provisions may be set forth in a supplemental declaration.

7.2. **Purpose.** Except for Lots designated as Common Elements, the Property shall be used only for residential purposes and common recreational purposes auxiliary thereto. No business or trade shall be conducted on any Lot. Garages shall be used only for the parking of vehicles and other customary uses and shall not be used for or converted into living area, (e.g. family room, bedrooms, offices or recreational rooms). Declarant, the Declarant and Builders shall have the right to use unsold residences as model homes or sales offices.

7.3. **Compliance with Laws; Nuisance.** 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. No obnoxious, offensive or illegal activity of any kind shall be engaged in on any Lot nor shall any Owner or occupant thereof engage in any activities that interfere with the quiet enjoyment, comfort and health of the occupants of other Lots. This paragraph shall not apply to any Lots owned by Declarant or Builder and held for sale.

7.4. **Animals, Pets and Agricultural Use.** No animals, livestock or poultry of any kind, including, but not limited to, goats, chickens, and pot-bellied pigs, shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets ("Household Pets") may be kept, provided that they are not kept, bred or maintained for any commercial purpose. The total number of Household Pets kept on any Lot is limited to no more than (4) Household Pets. Additionally, an Owner shall be permitted to keep fish in a private pond provided such fish are not kept, bred, or maintained for any commercial purpose. Agricultural use of any Lot is prohibited except for the maintaining of a garden whose yield is for the use of the occupants of the Living Unit only. Such garden shall be screened from being viewed from a private land, public street or other residence in the subdivision.

7.5. **Signs.** No sign of any kind shall be displayed to the public view on any Lot except one (1) sign of not more than nine (9) square feet advertising the property for sale or lease. This paragraph shall not apply to signs used by Declarant or Builder to advertise the Property during a construction or sale period. The Owner of each Lot may maintain street numbers and one nameplate of the Owner of the Lot's dwelling provided that such nameplate does not exceed one square foot in area. The foregoing is not applicable to Declarant or Builder such that either can place any type of signage on Declarant's Lot(s) and Builder can place any type of signage on Builder's Lot(s) (if any).

7.6. **Satellite Dishes; Radio and Television Antennas.** Satellite dishes shall be permitted on any Lot provided they are installed in compliance with the following criteria: (a) the diameter of the dish does not exceed thirty-six inches (36"); (b) it is screened from view of all adjacent Lots; and (c) it is attached to the Living Unit. No radio towers or any similar tower shall be permitted on any Lot. No television or radio antennas, including CB radio antennas, shall be permitted on any Lot.

7.7. **Awnings.** No metal, canvas or plastic awnings for windows, doors or patios may be erected or used.

7.8. **Air Conditioning and Heat Pump Equipment.** Such equipment will be located on in side or rear yards. Any equipment installed in addition to one (1) heat pump or air-conditioning unit will be screened with landscaping so as not to be visible from the street. Window air conditioning or HVAC units are prohibited.

7.9. **Exterior Carpeting.** No exterior carpeting will be allowed if it is visible from the street or adjoining properties.

7.10. **Other Structures; Sheds/Barns.** There shall be no detached garages and no other detached buildings, sheds, barns, or out-buildings of any kind.

7.11. **Fences.** No fencing, including dog runs or separate fenced areas within the Lot, shall be constructed or erected on any Lot unless otherwise installed with original construction or approved by the Declarant or Board in accordance with Section 6.2 above. No fencing or any plantings, will be permitted in open channel drainage easements. Owner must keep all fencing originally installed and/or constructed by Builder in good condition and repair. Owner may not remove or modify such fencing without the prior, express consent of the Association.

7.12. **Motorized Vehicles.** No trail bike, go-cart, minibike, moped or any other similar motorized recreational vehicle (other than a motorized vehicle licensed for operation on a public road and which is operated by a licensed driver on public roadways or paved private drives created on the Property for ingress or egress) will be operated on any part of the Property. No motorized vehicle of any type will be operated in a manner as to become a nuisance because of noise, exhaust or other reason.

7.13. **Parking; Vehicle Repairs.** Except in connection with construction activities of Builder or Declarant, no trucks, trailers, mobile homes, trailers, campers, recreational vehicles, boats, commercial vehicles, and other large vehicles may be parked on the Property unless parked within a garage. No junk or derelict or inoperable vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any portion of the Property. Vehicle repairs and storage of vehicles are permitted on the Property only if in garages. It is the intent of this restriction to limit parking in the driveways and designated parking areas of the street to personal non-commercial vehicles (except for temporary service vehicles). Parking shall not be permitted on the street, except in those areas designated for parking. Parking on non-paved surfaces shall not be permitted. For purposes of this Section, the word "truck" shall include and mean every type of motor vehicle other than passenger cars, sports utility vehicles, and pick-up trucks which do not exceed 3/4 tons and mini vans which are used as a principal vehicle by an Owner of a Living Unit or his/her family. The Declarant and/or the Board may adopt further rules and regulations regarding parking on and at the Property and may enforce such rules and regulations or restrictions by levying fines or enforcement charges, having such vehicles towed away, or taking such other actions as it, in its sole discretion, deems appropriate.

7.14. **Trash and Storage.** No burning of any trash and no accumulation or storage of litter, new or used building materials or trash of any kind shall be permitted on any Lot. All trash, garbage, rubbish or other waste shall be kept in sanitary containers which meet all the requirements of governmental authorities having jurisdiction of the Property or Lot. No dwelling on any Lot will have more than two (2) standard residential size garbage containers on the exterior of the dwelling. Garbage containers must always be sealed with lid on top and stored adjacent to the side of the dwelling at least 15 feet from the front corners of the dwelling, or in the garage. No containers will be stored on the exterior side of the dwellings that face or are adjacent to a street. No part of the exterior of any Living Unit may be used to store any materials, furniture, toys, play equipment or other items. Any furniture placed outdoors must be placed on the Living Unit's front porch, in the rear yard, or on the rear patio or deck, subject to the terms and conditions of these Declarations. Any furniture outside of the Living Unit must be designed for outdoor use. This paragraph shall not apply to any Lots owned by Declarant or Builder and held for sale.

7.15. **Garage and Yard Sales; Holiday Decorations.** There shall be no more than two (2) garage or yard sales held by the Owner or residents of any Lot during any twelve (12) month period. Christmas lights and other holiday-type decorations may be erected no sooner than five (5) weeks prior to and removed not later than four (4) weeks after such holiday.

7.16. **Lakes, Ponds and Detention Facilities.** All lakes, ponds and streams, including detention/retention ponds, if any, within the Property shall be aesthetic amenities only and no other use thereof, including without limitation, swimming, fishing, boating, playing or use of personal flotation devices shall be permitted, except in accordance with rules and regulations established by the Declarant or the Board. Neither Declarant, Builder nor the Association shall be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of the lakes, ponds or streams and detention ponds within the Property. The underground detention facilities shall be maintained by the Association in a manner satisfactory to all governmental agencies. The underground detention system will capture and hold storm water and underground pipes in an underground pipe system or vault designed to provide water quantity control. No Owner shall do any activity which may compromise the underground detention system.

7.17. **Irrigation Systems; Mining or Similar Operations.** No irrigation system outlets will be located in the public right-of-way. No soil will be moved, or removed, from any Lot for commercial purposes. This Section does not apply to Lots owned by Declarant or Builder.

7.18. **Prohibited Accessory Structures, Swimming Pools, Play Equipment.** No permanent or semi-permanent structure, or other related appurtenances, permanent or temporary accessory building, tent, mobile home, trailer, shack, inground or above ground swimming pools, hot tubs, spas, garage or free standing greenhouse shall be erected or otherwise permitted on Lot. Only temporary play equipment will allowed and not be kept outside the Living Unit overnight for more than 2 nights per week. Bicycles, carts, wagons or other toys must be placed inside the Living Unit (or garage) each night.

7.19. **Clothes Lines.** Exterior clothes lines and/or dryers are not permitted.

7.20. **Surfaces.** All exterior surfaces must be kept free of accumulation of debris, dirt, algae or minerals. Painted surface will need to be maintained and free from chipping and peeling.

7.21. **Patios and Decks.** One outdoor propane or natural gas grill, no greater than four feet in length, may be placed on a rear patio/deck. Any furniture placed outdoors must be placed on the front porch, if any, or the rear patio or deck of a Dwelling Unit. Any outdoor furniture must be designed for outdoor use and be in good condition, arranged in an appropriate and usable manner, and not in disrepair. No outdoor furniture may be stacked outside a Dwelling Unit. All toys, games, portable plastic pools or other exterior non-furniture must be put inside after use and cannot be out longer than a 72-hour period.

7.22. **Solar Panels.** No solar collection devices will be permitted on any Lot, including on any Living Unit, without the prior express written approval of the Declarant (if during the Declarant Control Period) or Board thereafter, all in accordance with Article VI above. Any approval solar collection devices must be installed, used, repaired, and maintained by the Owner in accordance with all applicable laws, statutes, ordinances, rules, regulations, and codes. Approved solar panels can only be installed on the rear side of the roof of the Living Unit to be serviced by the solar panel. All approved solar panels must be of a low-profile design, blend in with the Living Units roof colors and remain mostly unseen from the street in front of the Living Unit.

7.23. **Lot Maintenance.** Except as expressly provided otherwise in this Declaration, it is the responsibility of each Owner of a Lot to prevent the accumulation of litter, trash, packing crates, or any other accumulations which will create an unkempt condition of the Lot, Living Unit, or grounds on a Lot and/or which will otherwise tend to substantially decrease the beauty of the Property as a whole or the specific area.

Each and every Lot and Living Unit thereon, as well as the driveway and walkway providing access thereto, will be maintained by the Owner thereof in a reasonable manner in accordance with the general standards of maintenance prevailing throughout the Property. All Lots, including any Lots upon which a detention pond is located or abuts, shall be kept free of debris and clutter and shall be kept mowed by the Owner. Should any Owner fail to maintain his Lot or Living Unit to the extent provided in the Declaration, the Association may do so, after notice, and assess such Owner for the cost. The assessment shall be a lien on the Owner's Lot to the same extent as other liens and Assessments provided for herein. This paragraph shall not apply to any Lots owned by Declarant or Builder and held for sale.

7.24. **Remedies for Breach of Covenants and Restrictions.** The violation of any covenant, easement or restriction contained in this Declaration or the Organizational Documents shall give the Board the authority to enforce the covenants, restrictions, rules, and regulations in accordance with this Section.

7.24.1. **Actions.** The Board may take any or all the following actions:

- (i) levy a fine against the Owner, which shall also be an Individual Assessment under Article V;
- (ii) 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;
- (iii) to institute appropriate legal proceedings to enjoin, abate or remedy the continuance of any breach;
- (iv) if any Assessment, or portion or installment thereof, remains unpaid for thirty (30) days after it becomes due and payable, then the Board may suspend the delinquent Owner's voting rights and the Owner's or Occupant's privileges to use one or more of the Common Elements, if any, except for necessary ingress and egress to the Owner's Lot, shall be suspended until such Assessment is paid.

7.24.2. **Notice and Opportunity to be Heard.** Prior to any action, the Board shall give the Owner reasonable notice of the violation and an opportunity to be heard in accordance with the notice provisions set forth herein. Such notice and opportunity shall not be required in emergency situations or for repeated or continuing violations.

7.24.3 **Individual Actions.** Each Owner is empowered to enforce the covenants contained herein by appropriate legal proceedings or alternative dispute resolution methods.

ARTICLE VIII MAINTENANCE, REPAIRS AND REPLACEMENTS

8.1. **General.** The Board may adopt maintenance standards pertaining to the maintenance, repair, replacement, and appearance of all Lots, Living Units, Common Elements, and Common Improvements (the "Maintenance Standards"). The costs and expenses of the Association to comply with the Maintenance Standards with respect to the Common Elements and Common Improvements will be part of Common Expenses.

8.2. **Maintenance of Common Elements and Open Spaces.** The Association will be responsible for the care, maintenance, and insurance of the Common Elements and the open spaces

identified on the Record Plat, or any subsequent plat of the Property (the "Open Spaces"). The Association will be responsible for the care and maintenance of all pipes, lines, wires, and utility components that serve the Common Elements or more than one Living Unit, but only up to the point of connection at which point such pipe, line, wire, or component serves on Living Unit. The Association will also be responsible for the care and maintenance of the water drainage functions of the Storm Water Facilities and related storm water improvements in a manner satisfactory to the appropriate governmental authority to the extent such facilities are not being maintained by such governmental authority. The Owner of a Lot will be responsible for the care and maintenance of all other portions of such Owner's Lot including, but not limited to, the Living Unit, and the utility lines, equipment and facilities exclusively serving that Lot. The Owner of a Lot on which is situated any Storm Water Facilities or signage easement will also be responsible for all grass cutting in such easement areas. Should any Owner fail to maintain the Owner's Lot in accordance with this Declaration and/or the Organizational Documents, the Association may do so after notice, and assess such Owner for the cost. The assessment will be a lien on the Owner's Lot to the same extent as such other liens and Assessments as provided for herein.

8.3. **Owner Responsibilities.** Subject to the exceptions and provisions contained herein, each Owner shall maintain, repair, and replace, and keep in good condition and repair, at his or her expense, the Lot and the Living Unit located on their Lot, including Common Improvements. Each Owner shall maintain in good order and repair the exterior of the Living Units, including exterior lighting fixtures, and keep exterior surfaces neat and clean, painted as applicable (matching the original color), and free from dirt and debris, algae, and mineral buildup, or any other substances that alter the original color of the exterior surfaces.

8.3.1. **Common Improvements.** The Owners of adjacent Lots shall endeavor to reasonably cooperate with each other with respect to the decisions and the costs and expenses of periodic reasonable repair, maintenance, reconstruction, and replacement of Common Improvements to the extent such activities affect more than one (1) Unit. Unless otherwise specified in this Declaration, the cost of reasonable repair and maintenance of Common Improvements shall be shared equally by the Owners of the adjoining Units.

Should a Common Improvement be damaged or destroyed by causes other than the intentional act or negligence of an Owner (or its agent, contractor, employee, family member, licensee, guest or invitee), then the damaged or destroyed Common Improvement shall be promptly, and with due diligence, repaired or rebuilt and the costs of reasonable repair and maintenance of the Common Improvements shall be paid equally by the Owners of the Units adjoined by the Common Improvements. Notwithstanding the foregoing, an Owner (or its agent, contractor, employee, family member, licensee, guest, or invitee) who by their negligence or willful act causes a Common Improvement to be damaged shall bear the entire cost to repair the same to substantially similar condition in which it existed immediately prior to such damage or destruction (subject to any insurance proceeds available pursuant to this Declaration).

If Owners are unable to agree as to the necessary repairs, replacement and/or the allocation of the costs of such repairs or replacement to Common Improvements, the Owner requesting the

repair or replacement shall submit a written request to the Board to determine whether the repair or replacement is necessary and the allocation of the such costs, along with an administrative fee, as reasonably determined by the Board, to cover the administrative time, costs and expenses of making this determination, which may include obtaining third party reports and estimates for the repair or replacement. As soon as reasonably practical, the Board shall make a determination as to (a) whether such repair or replacement is necessary and/or, if applicable, whether such repair or replacement affects only one or both Lots; and (b) the allocation of the cost of the repair or replace between or among the Owners. If any Owner fails to pay their allocated share of the repair or replacement cost in a timely manner, the Association may (but has no obligation to do so) pay such amount and the non-paying Owner's share of the cost shall then constitute an Individual Assessment upon the Lot owned by the non-paying Owner. Neither the Board nor the Association will have any responsibility or liability with respect to any determination made by the Board as described in this Section. Notwithstanding the foregoing, if an Owner fails to maintain, repair, and replace, and keep in good condition and repair the Common Improvements or pay his or her share of the costs, the other Owner(s) of adjacent Units shall be entitled to bring suit for contribution from the defaulting Owner(s) and pursue any other rights or remedies available at law or in equity.

8.4. **Exterior Surfaces.** Notwithstanding anything contained herein, any exterior maintenance, repair, or replacement to be performed by an Owner under these Declarations will be subject to the prior approval of the Association. Any exterior maintenance, repair, or replacement to be performed by an Owner hereunder shall require that upon completion the Living Unit shall be restored to a condition and appearance as the same existed when the Unit was first constructed. The Board may adopt guidelines or other criteria setting forth standards for such maintenance, repair, or replacement. Pursuant to such standards the Board may require that only certain types and/or manufacturers be used for replacements to the exterior surfaces to assure similarity and conformity.

8.5. **Periodic Inspection.** The Association may periodically inspect each Lot to determine whether the Lot and Living Units are maintained in compliance with the Organizational Documents.

8.6. **Failure to Maintain.** In the event that an Owner fails to provide maintenance, repair, and/or replacement as required by the Organizational Documents, in a manner that is satisfactory to the Association, and such Owner has failed to comply for ten (10) days after being notified of such failure and upon being provided an opportunity to be heard concerning the same, then the Association shall have the right, but not the obligation, through its agents and employees to enter upon said Lot and repair, maintain and/or restore the Lot. If such failure poses a material 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 in accordance with Article V regarding Individual Assessments.

ARTICLE IX

LIABILITY AND OTHER INSURANCE

9.1. **Liability Insurance.** The Association, as a Common Expense, shall insure itself, the Board of Directors, Owners, Members, and family members who reside at the Property, and their resident tenants, if any, at the Living Unit, against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from destruction of property occurring upon, in or about, or arising from the Common Elements caused by the Association, such insurance to afford protection to a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence. Such policy shall not insure against liability for personal injury or property damage arising out of or relating to the individual Lots or Living Units located thereon if caused by the Owner, its occupants, guests or invitees of such Lot or Living Unit.

9.2. **Property Insurance for Common Elements.** The Association, as a Common Expense, shall have the authority to obtain blanket "all-risk" property insurance, and shall obtain the same if reasonably available, for all insurable improvements on the Common Elements and such other property as the Association is obligated to maintain and insure. If blanket "all-risk" coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. The face amount of such insurance shall be sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

9.3. **Other Insurance.** As a Common Expense, the Association may obtain such insurance as the Board considers necessary including, without limitation, fidelity bonds for anyone who either handles or is responsible for funds held or administered by the Association.

9.4. **Owner's Insurance.** Each Owner will obtain a policy to cover such Owner's (and its permitted Occupants') liability toward third parties with a combined single limit of at least \$300,000 per policy year. The Board may require the Owners to furnish copies or certificates of such insurance to the Association.

9.5. **Insufficient Insurance.** In the event that the Common Elements, Open Spaces, or improvements on the Common Elements or Open space, shall suffer damage or destruction from any cause or peril which is not insured against by the Association, or, if insured against by the Association, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration, replacement, or reconstruction of the Common Elements, Open Spaces or improvements on the Common Elements, or Open Spaces, then such repair, restoration or reconstruction may be undertaken by the Association at the expense of all the Owners in the same proportions in which they shall share in the General Assessments. Should any Owner refuse or fail after reasonable notice to pay such Owners share of such cost in excess of available insurance proceeds, the amount thereof may be advanced by the Association and the amount so advanced by the Association shall be assessed to such Owner and such assessment shall have the same force and effect, and if not paid, may be enforced in the same manner as hereinbefore provided for the non-payment of Assessments.

ARTICLE X

SPECIAL DECLARANT RIGHTS

10.1. **Use for Sale Purposes.** Declarant reserves for itself, its successors and assigns, and any Builder, the right to maintain sales offices and models on Lots owned by Declarant or Builder.

10.2. **Signs and Marketing.** The Declarant reserves the right for itself and any Builder to post signs and displays on the Property to promote sales of Lots, and to conduct general sales activities, in a manner as to not unreasonably disturb the rights of Owners; provided, however, that Declarant and any Builder shall have the absolute right to place and maintain signage for the purposes of identifying and marketing their Lots or Dwelling Units. All such signs under this Section 10.2 shall only be permitted on the Property in compliance with applicable laws, ordinances, and regulations.

10.3. **Control of the Association.**

10.3.1. **Appointment of Directors and Officers.** The Declarant reserves the right to appoint and remove members of the Board and the officers of the Association during the Declarant Control Period, which period shall commence upon the recording of this Declaration and shall terminate no later than the earlier of: (i) the time at which one hundred percent (100%) of the Lots have been conveyed to Owners other than Declarant or Builder; or (ii) such other date as Declarant, in its sole and absolute discretion, determines.

10.4. **Early Termination of Control.** The Declarant may voluntarily surrender the right to appoint and remove Directors and officers before the termination of the Declarant Control Period. In such event, the Declarant may require, for the remaining duration of the Declarant Control Period that specific 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 the Declarant setting forth the termination of the Declarant Control Period and the actions which require Declarant's approval.

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

10.6. **Right to Amend Documents.** Notwithstanding anything to the contrary contained herein, prior to the end of the Declarant Control Period, this Declaration may be amended at any time without the vote or approval of the Owners, the Association, or the Board 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's original intent; making other changes in

Declarant's reasonable discretion; and making any change necessary, or desirable, to meet the requirements of any institutional lender, including but not limited to, the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, title insurer, or any other agency which may insure or purchase loans on a Lot or to the extent reasonably necessary to enable Declarant to meet any other reasonable need or requirement in order to complete the development of the Property and to facilitate the making and marketing of first mortgages upon any of the Lots. No such amendment, however, shall materially and adversely affect any Owner's use of their Lot nor their interest in the Association or the Common Elements. Each Owner and his 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 Section 10.6. and the amendment of this Declaration by Declarant as provided in the immediately preceding sentence. All such Owners and their mortgagees, upon request of the Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by the Declarant to be necessary or proper to effectuate the provisions of this Section.

10.7. **Temporary Construction Easement.** The Declarant reserves for itself and any Builder a temporary construction easement of five (5) feet around the boundary of each Lot to facilitate grading, drainage, and general construction activity on a neighboring Lot. If an Owner of a Lot places an obstacle within this temporary construction easement, then that Owner shall be responsible to remove the obstacle at his or her expense. This easement allows for dirt to be added or removed, as needed, to allow for proper transition between adjoining Lots and construction of drainage swales, as needed.

10.8. **Declarant Rights.** Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction and initial sales of Lots and/or Living Units shall continue, it shall be expressly permissible for the Declarant and Builder and any Affiliate of Declarant or Builder to maintain and carry on upon portions of the Common Elements and public or private streets (if any), such facilities and activities as, in the sole option of the Declarant, may be reasonably required, convenient or incidental to the construction or sale of such Lots and/or Living Units, including, but not limited to, business offices, signs, model Units, sales offices, and rental Units. The Declarant and Builder authorized by the Declarant, shall have easements for access to and use of such facilities as well as vehicular access for construction along any roadway of the Property. The right to maintain and carry on such facilities and activities shall specifically include, without limitation, the right to Lots and/or Living Units owned by the Declarant and any Common Elements or other facilities which may be owned by the Association, as models, sales offices, or rental Units. In addition, notwithstanding any provision of the Organizational Documents, the Declarant shall have the right to replat or revise the Record Plat relating to any portion of the Property without the consent of any Owner other than the Owner(s) of the Lot(s) in which the boundaries are altered. So long as Declarant or an Affiliate of Declarant owns any land within the Property, Declarant may, without the express written consent of any Owner, the Board, or the Association, include in any contract or deed hereafter executed covering all or any portion of the Property, any additional covenants or restrictions applicable to such land, so long as they are consistent with and do not lower the standards set forth in this Declaration and do not violate any

covenants or restrictions then in effect and recorded against the Property. So long as the Declarant continues to have rights under this Article, no person or entity shall record any declaration of covenants, conditions and restrictions, or similar instrument affecting any portion of the Property without Declarant's review and written consent. Any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or similar instrument being void and of no force and effect unless subsequently approved in writing and signed by the Declarant and subsequently recorded in the County public records.

10.9. **Easements to Serve Additional Property.** The Declarant and its duly authorized agents, representatives, and employees, as well as its successors, assigns, licensees and mortgagees, shall have and is hereby reserved, an easement over the Common Elements and Open Spaces for the purpose of enjoying, using, accessing and developing the Additional Property, whether or not such Additional Property is made subject to this Declaration, and such easement includes, but is not limited to, a right of ingress and egress over the Common Elements and Open Spaces for construction of roads and for tying in and the installation of utilities on the Additional Property. Declarant agrees that it, its successors, or assigns, shall be responsible for any damage caused to the Common Elements because of vehicular traffic connected to the development of the Additional Property.

ARTICLE XI

LEASES

11.1. **General.** An Owner's lease of any Living Unit to any other individual or entity (each a "Lease"), must: (i) be for the entire, and not just a portion of the, Living Unit as a single-family residence; and (ii) require that there be no more than 2 overnight occupants per bedroom of the Living Unit during the term of the lease. No Lease is permitted to allow any assignment or subleasing of lessee's right, title, or interest in the Lease, or the Living Unit.

Each Lease must be in writing. Each Lease must provide that each lessee of a Living Unit is bound by (and must abide by) the Declarations, By-Laws, Organizational Documents, and all other rules, regulations, policies and procedures of the Association (collectively, the "Association Documents"), and that the failure of the lessee to comply with the Association Documents is a default under the Lease. Whether or not such provisions are included in the Lease, all tenancies of a Living Unit will be subject to termination for a violation of any covenant, condition, restriction, term, or provision of any of the Association Documents, as may be amended from time to time. An Owner leasing a Living Unit must provide copies of all Association Documents to each lessee. Nothing herein does, or is intended to, release Owner from any liability, responsibility or obligations of Owner under the Association Documents. The Association may enforce all of its rights and remedies under the Association Documents or otherwise against either or both the Owner and any lessee. If a lessee or other Occupant of a Living Unit violates any covenant, condition, restriction, term, or provision of any of the Association Documents and a fine is imposed, such fine may be assessed against the Owner as an Individual Assessment.

Within three (3) days of any request by the Association, the Owner is responsible for providing the Association with the following: (i) a copy of the fully executed Lease; (ii) the name and address of the lessee and any other Occupants; (iii) the name, address, email address, and telephone number of the Owner other than at the Lot and/or any property manager overseeing or managing the Living Unit; and (iv) such other information as the Association may reasonably request. The purpose of this Article XI is to provide for the preservation of values and amenities, to help maintain the aesthetic quality and residential nature of the community.

11.2. **Amendments.** During the Declarant Control Period, the Declarant may amend this Article XI, and any provision of this Declaration regarding the lease(s) of Living Unit, without approval of the Association or any Members. Thereafter, notwithstanding anything contained in the Association Documents, any amendment to this Article XI requires the affirmative vote of 90% of the votes of the Members then entitled to vote on the matter.

ARTICLE XII **ENFORCEMENT**

12.1. **Curing Defaults; Liens.** If any Default occurs with respect to any Lot under the provisions of this Declaration, the Board shall give written notice to the Owner, setting forth in reasonable detail the nature of the Default and the specific action(s) required to remedy the Default, except that no notice of Default shall be required before the Board takes any of the actions set forth in this Declaration for nonpayment of Assessments. If the Owner fails to timely take the specific action(s) after the mailing of the notice, the Board may, but shall not be required to, exercise any or all its rights in this Declaration or otherwise available at law or in equity. The Board may exercise without notice any of its rights with respect to any Default if it determines that an emergency exists requiring immediate action.

12.2. **Remedies.** Nothing contained in this Section 12 shall be deemed to affect or limit the rights of Declarant, the Association, any Owner or Occupant or their legal representatives, heirs, devisees, successors or assigns, by appropriate judicial proceedings, to enforce the provisions of this Declaration or recover damages for any Default. It is declared that irreparable harm will result to beneficiaries of this Declaration by reason of a Default, and, therefore, each beneficiary shall be entitled to relief by way of injunction or specific performance to enforce the provisions of this Declaration as well as any other relief available at law or in equity.

12.3. **Costs and Attorney's Fees.** Costs incurred by the Association in exercising any of its rights with respect to any Lot, together with court costs, reasonable attorneys' fees, and other costs of enforcement, shall be a binding personal obligation of the Owner and shall be payable on demand. If the Owner fails to pay costs within thirty days of demand, the Association may file a notice of lien in the same manner, and which shall have the same priority as the liens for Assessments provided in Article V.

12.4. **Charge for Damages or Enforcement Assessment.** The Board will have the authority to impose a reasonable enforcement assessment for violations of the Organizational

Documents, pursuant to Ohio Revised Code Section 5312.11. An such assessment will be due and payable on the same terms and conditions as an Individual Assessment as provided in this Declaration.

12.5. **No Waiver.** The failure of Declarant, the Association, any Owner or Occupant or their legal representatives, heirs, devisees, successors, or assigns, in any one or more instances to exercise any right or privilege conferred in the Organizational Documents, shall not constitute or be construed as the waiver of such right or privilege, including the right to cure any Default but the same shall continue and remain in full force and effect as if no forbearance had occurred.

12.6. **Right and Easement of Entry.** The Association, through its authorized officers, employees, and agents, shall have the right and easement to enter upon any Lot at all reasonable times and to do anything thereon necessary to perform the action or actions specified in the notice to the Owner to abate, remedy, extinguish, remove or repair a Default, without the Association or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of each entry or such action or actions as are carried out in accordance with the provisions of Article XII.

ARTICLE XIII **DURATION AND AMENDMENTS**

13.1. **Duration.** This Declaration, and its provisions, shall be covenants running with the land and shall be binding on 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 ten (10) years from the date on which this Declaration is recorded. Thereafter, this Declaration shall be automatically renewed for successive ten (10) year periods, unless amended or terminated as provided in this Article.

13.2. **Amendment.** Except as otherwise provided for in these Declarations, prior to the end of the Declarant Control Period, any provision of this Declaration may be amended, in whole or in part, by a recorded instrument executed by the Declarant (i) without the approval of any other party for matters consistent with Sections 10.6 and 11.2 above, or (ii) as approved by a vote of least seventy-five percent (75%) of the votes of Owners entitled to vote hereunder; provided, however, that no such amendment will (a) impair or terminate the rights of Declarant hereunder, or (b) materially and adversely affect the Lots owned by Declarant or Builder, unless Declarant and Builder consent, in writing, to such amendments or termination.

13.2.1. Except as provided in this Section 13.2, after the end of the Declarant Control Period, any provision of this Declaration may be amended, in whole or in part, by a recorded instrument approved by at least seventy-five percent (75%) of the votes of Owners entitled to vote hereunder.

13.2.2. Prior to the end of the Declarant Control Period, and Subject to Sections 10.6, 11.2, and 13.2, all amendments will be executed by the Declarant, and Builder, if required, and will be executed by a duly elected officer of the Association. After the end of the Declarant Control Period, all amendments will be executed by a duly elected officer of the Association. Any such amendment will certify that the proper notices were sent and that the requisite vote as obtained. Amendments need not be signed by the Owners.

13.3. **Nonliability of Declarant.** Declarant, the Board, the officers, and their, members, manages, officers, employees, agents, representatives, successors and assigns shall not be liable for any claim whatsoever arising out of or by reason of the exercise of discretion or authority (or its decision not to exercise such discretion or authority) pursuant to the Organizational Documents, whether or not the claims shall be asserted by any Owner, the Association, or any person or entity claiming through any of them; or shall be on account of injury to person or damage to or loss of property wherever located and however caused.

13.4. **Termination.** This Declaration, and the regime created hereby, may be terminated on in accordance with this Section.

13.4.1. **Consent Required.** This Declaration will be terminated only upon consent of the Owners of one hundred percent (100%) of the Lots, and if during the Declarant Control Period, by consent of the Declarant.

13.4.2. **Agreement to Terminate.** No termination will be effective unless an agreement to terminate is filed for record in the public records of Hamilton County, Ohio to terminate. The agreement to terminate will be executed in the same manner as an amendment. The agreement will provide for the disposition of the Common Elements and Open Spaces, disposition of Association funds, and other resolutions and provisions necessary to terminate the regime and wind-up the affairs of the Association.

ARTICLE XIV

MISCELLANEOUS

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

14.2. **Severability.** If a court of competent jurisdiction determines that one or more terms or provisions of this Declaration is invalid or unenforceable, such terms or provisions will be deemed severable from this Declaration with the remaining terms and provision remaining in full force and effect.

14.3. **Availability of Documents.** The Association will make available to Owners, lenders, and to holders, insurers, or guarantors of any first mortgage on a Lot, current copies of the Declaration, Bylaws, and other rules and regulations concerning the Property. "Available" means

for inspection, upon written request, during normal business hours and under other reasonable circumstances, at the place where such copies are usually kept and maintained.

14.4. **Non-Discrimination.** No Lot Owner (including the Declarant and Builder), and no employee, agent or representative of a Lot Owner will discriminate on the basis of sex, race, color, creed, religion, or national origin in the sale or lease of any Lot or in the use of the Common Elements or Open Space.

14.5. **No Personal Liability.** Nothing in this Declaration, or the Organizational Documents, or any rules or regulations enacted pursuant to any of the aforesaid, shall impose personal liability upon any member of the Board or any officer of the Association acting in his or her capacity as such, or regarding the maintenance, repair or replacement of any part of the Common Elements, or Open Spaces. Nothing in this Declaration or the Organizational Documents will give rise to a cause of action against any member of the Board or any officer of the Association except for damages resulting from their own willful omissions or intentional misconduct and each person who becomes an Owner or Member hereby releases and discharges such Board members and Association officers from any and all liability for injury or damages to such Member or Owner or to such Member's or Owner's property, and covenants not to initiate any legal proceedings against any such person or persons unless such said person is covered by insurance and in such event the amount of recovery shall be limited in the amount of insurance.

14.6. **Non-Liability of Declarant.** Neither the Declarant nor its members, managers, officers, employees, agents, representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to them by or pursuant to the Organizational Documents, whether or not such claims shall be asserted by an Owner, Occupant, the Association, or by any person or entity claiming through any of them; or shall be on account of injury to person or damage to or loss of property wherever located and however caused. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Property or any part thereof becoming out of repair or by reason of any act or neglect of any Owner, Occupant, the Association and their representative, agents, employees, guests and invitees or by reason of any neighboring property or personal property located on or about the Property, or by reason of the failure to furnish or disrepair of any utility services (heat, air conditioning, electricity, gas, water, sewage, cable television, etc.), except as provided by any written warranty provided by the Declarant to an Owner or the Association.

14.7. **Notices.** Any notice required or permitted to be given to an Owner or Occupant by the Board pursuant to the provisions of the Organizational Documents shall be deemed given when transmitted pursuant to the notice provisions set forth in the Bylaws to such person's last address as it appears on the records of the Association.

14.8. **Covenants Running with the Land.** This Declaration and all amendments hereto shall be, and shall be construed as, covenants running with the land, shall be binding upon Declarant, Builder, any mortgagee, the Association, its Members; each Owner, each Occupant and all claiming

under each Owner or Occupant, and shall (regardless of whether or not any such beneficiary owns an interest in any Lot) inure to the benefit of and be enforceable by (i) Declarant, (ii) Builder, (iii) the Association, and (iv) each Owner and all claiming under each Owner.

14.9. **Construction.** The Board shall have the right to construe the provisions of this Declaration, 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, except the Declarant.

14.10. **Effective Date.** The Effective Date of this Declaration is the date of the signature of Declarant below.

SIGNED as of the date below.

DECLARANT:

J.A. DEVELOPMENT, LLC,
an Ohio limited liability company

Signature

By: Andrew W. CRISTO

Its: Authorized Representative

Date: 6/18/25

OWNER:

J.A. DEVELOPMENT, LLC,
an Ohio limited liability company

Signature

By: Andrew W. CRISTO

Its: Authorized Representative

Date: 6/18/25

[Acknowledgment on following page]

STATE OF OHIO

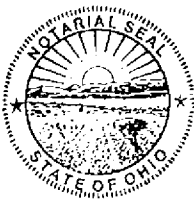
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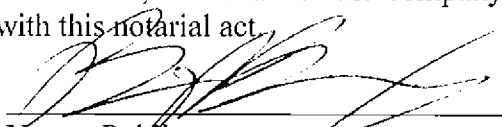
COUNTY OF BUTLER

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The foregoing instrument was acknowledged before me this 18 day of June, 2025 by Adam Costo, an authorized representative of J.A. Development, LLC, an Ohio limited liability company, as Declarant, on behalf of the company. No oath or affirmation was administered in connection with this notarial act.



Bryan Berning
Notary Public, State of Ohio
My Commission Expires:
May 10, 2027


Notary Public

Commission expires: May 10, 2027

STATE OF OHIO

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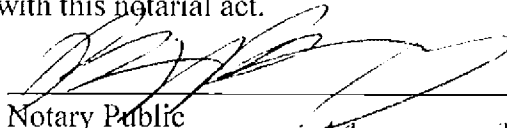
COUNTY OF BUTLER

:

The foregoing instrument was acknowledged before me this 18 day of June, 2025 by Adam Costo, an authorized representative of J.A. Development, LLC, an Ohio limited liability company, as Owner, on behalf of the company. No oath or affirmation was administered in connection with this notarial act.



Bryan Berning
Notary Public, State of Ohio
My Commission Expires:
May 10, 2027


Notary Public

Commission expires: May 10, 2027

EXHIBIT A

The Property

Situated in Section 6, Town 2, Entire Range 1, Between the Miamis, Colerain Township, Hamilton County, Ohio and being all of Lots 1 through 21 of The Villas of Greenridge as recorded in Plat Book 502. Page 43 of the Hamilton County Recorder's Office.

EXHIBIT B

Articles

15242 01157

15441 01513



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
07/12/2024	202419402734	DOMESTIC NONPROFIT CORP - ARTICLES (ARN)	99.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

FLAGEL & PAPAKIRK LLC
50 E BUSINESS WAY
SUITE 410
CINCINNATI, OH 45241

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Frank LaRose
5257142

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
VILLAS OF GREENRIDGE HOMEOWNERS ASSOCIATION, INC.

and, that said business records show the filing and recording of:

Document(s)

DOMESTIC NONPROFIT CORP - ARTICLES

Effective Date: 07/12/2024

Document No(s):

202419402734



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
12th day of July, A.D. 2024.

Ohio Secretary of State

Form 532B Prescribed by:

Date Electronically Filed: 7/12/2024



Toll Free: 877.767.3453 | Central Ohio: 614.466.3910

OhioSoS.gov | business@OhioSoS.govFile online or for more information: OhioBusinessCentral.gov

Initial Articles of Incorporation
(Nonprofit, Domestic Corporation)
Filing Fee: \$99
(114-ARN)
Form Must Be Typed

First: Name of Corporation

Second: Location of Principal Office in Ohio

City

State

County

Optional: Effective Date (MM/DD/YYYY)

(The legal existence of the corporation begins upon the filing of the articles or on a later date specified that is not more than ninety days after filing.)

Third: Purpose for which corporation is formed

See attachment.

**** Note:** for Nonprofit Corporations: The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit corporation secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided. ******

**** Note:** ORC Chapter 1702 allows for additional provisions to be included in the Articles of Incorporation that are filed with this office. If including any of these additional provisions, please do so by including them in an attachment to this form. ******

Original Appointment of Statutory Agent

The undersigned, being at least a majority of the incorporators of

Villas of Greenridge Homeowners Association, Inc.

(Name of Corporation)

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is:

PAUL LEWANDOWSKI

(Name of Statutory Agent)

50 E BUSINESS WAY STE 410

(Mailing Address)

CINCINNATI

(Mailing City)

OH

(Mailing State)

45241

(Mailing ZIP Code)

Must be signed by
the incorporators or
a majority of the
incorporators.

FLAGEL & PAPA KIRK LLC

(Signature)

(Signature)

(Signature)

Acceptance of Appointment

The Undersigned,

PAUL LEWANDOWSKI

(Name of Statutory Agent)

, named herein as the

Statutory agent for

Villas of Greenridge Homeowners Association, Inc.

(Name of Corporation)

hereby acknowledges and accepts the appointment of statutory agent for said corporation.

Statutory Agent Signature

PAUL LEWANDOWSKI

(Individual Agent's Signature / Signature on Behalf of Business Serving as Agent)

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Articles and original appointment of agent must be signed by the incorporator(s).

If the incorporator is an individual, then they must sign in the "signature" box and print his/her name in the "Print Name" box.

If the incorporator is a business entity, not an individual, then please print the entity name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print his/her name and title/authority in the "Print Name" box.

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

ADDITIONAL PROVISIONS
TO ARTICLES OF INCORPORATION FOR
VILLAS OF GREENRIDGE HOMEOWNERS ASSOCIATION, INC.

THIRD: Purpose for which corporation is formed:

To serve and function as a homeowners association under Ohio law for the Villas of Greenridge subdivision to be located in Hamilton County, Ohio (the "Subdivision"), in accordance with the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Villas of Greenridge (the "Declaration") and the Bylaws of Villas of Greenridge Homeowners Association, Inc. (the "Bylaws"); to own, administer, maintain, govern, improve, repair, alter, replace, and manage real and personal property subject to the Declarations and Bylaws; to promote the health, safety, and welfare of the Subdivision lot owners and Villas of Greenridge Homeowners Association, Inc. (the "Association") members, pursuant to the Declarations, Bylaws, and Chapter 5312 of the Ohio Revised Code; and to carry out all other powers, rights, and privileges which a non-profit corporation has under the laws of the State of Ohio in order to effectuate the foregoing purposes.

FOURTH: Indemnification

The Association will indemnify every person who is or has been a Director, officer, agent or employee of the Association and those persons' respective heirs, legal representatives, successors and assigns, against expenses, including reasonable attorneys fees, and judgments, decrees, fines, penalties, loss, costs, damages, and amounts paid in settlement actually and reasonably incurred in connection with any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether in an action or proceeding by or in the right of the Association, or otherwise in which such person was or is a party or is threatened to be made a party by reason of the fact that person was a Director, officer, employee or agent of the Association, or is or was serving in such capacity at the request of the Association, provided that person: (i) acted in good faith and in a manner that person believed to be in, or not opposed to, the best interest of the Association, and (ii) in any matter the subject of a criminal action or proceeding, had no reasonable cause to believe the questioned conduct was unlawful, but provided that in the case of any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor against any such person by reason of that person serving in such capacity, no indemnification will be made in respect of any claim, issue or matter as to which such person will have been adjudged to be liable for gross negligence or misconduct in the performance of a duty to the Association unless and only to the extent that the court in which such action was brought will determine upon application that in view of all the circumstances of the case that person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

Unless ordered by a court of competent jurisdiction, the determination of indemnification, pursuant to the foregoing criteria, will be made: (a) by a majority vote of a quorum of Directors of the 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 of a quorum of disinterested Directors so direct, in a written opinion by independent legal counsel other than an attorney or a

15242 01162

15441 01518

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 a majority vote of a quorum of Members, or (d) by the court of competent jurisdiction in which such action, suit or proceeding was brought.

Any indemnification as provided above will not be deemed exclusive of any other rights to which such person may be entitled under law, any agreement, or any insurance purchased by the Association, or by vote of the members of the Association, or otherwise.

15441 01519 15242 01163

EXHIBIT C

Bylaws

**BYLAWS
OF
VILLAS OF GREENRIDGE HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I
GENERAL**

1.1. **Name and Nature of the Association.** The Villas of Greenridge Homeowners Association, Inc. (the "Association") was formed as a non-profit corporation pursuant to and in accordance with the Ohio Revised Code Chapter 1702, as the same may be amended from time to time.

1.2. **Applicability.** These Bylaws of the Villas of Greenridge Homeowners Association, Inc. (the "Bylaws") are binding on all present and future Lot Owners (i.e. Owners) and Occupants of the Property and Additional Property (collectively, the "Property"), along with all other persons using any improvements or facilities located on the Property in any manner. Upon the acquisition, rental, use, or other act of occupancy of any Lot, or any other portion of the Property by any person, these Bylaws will be deemed accepted and ratified by that person.

1.3. **Definitions.** All capitalized terms used in these Bylaws that are not defined, will have the same meaning as that term is used in the "Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Villas of Greenridge" (the "Declaration").

**ARTICLE II
MEMBERS AND VOTING RIGHTS**

2.1. **Membership.** Each Owner, upon acquisition of title to a Lot, will automatically become a member of the Association (a "Member"). Such membership will terminate upon the sale or other disposition by such Member of his or her Lot ownership, at which time the new Owner(s) of such Lot will automatically become a Member of the Association.

2.2. **Voting Rights.** Each Lot will have one vote with regard to matters submitted to the Members for a vote. If a Lot has multiple Owners, and only one of the Owners is present at a meeting of the Association, the present Owner is entitled to cast the vote allocated to that Lot. If more than one of the Owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the Owners. There will be deemed majority agreement among the multiple Owners of a Lot if anyone one of the Owners casts a vote allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. The Association may adopt rules regarding deadlocks. No votes allocated to a Lot owned by the Association may be cast. Voting will also be subject to Special Declarant Rights.

2.2.1. *Declarant Voting Rights.* Notwithstanding the foregoing, or anything else in the Bylaws, during the Declarant Control Period, Declarant will be entitled to ten (10) votes for each Lot owned by Declarant. In addition, during the Declarant Control Period, Declarant will have an additional number of votes equal to ten (10) times the total number of Lots that could be

placed on the Additional Property and subjected to the Declaration pursuant to the terms of the Declaration, but have not yet been so added. After the Declarant Control Period, Declarant's voting rights will be the same as the other Owners.

2.3. **Revocation of Voting Rights.** Any Member who is in Default, as that term is defined in the Declaration, or has been issued a notice of default pursuant to the Bylaws, or who has had his or her right or privilege of use and enjoyment of the Common Elements suspended pursuant to the Declarations, or is otherwise in default under the Declarations or Bylaws, will not be in good standing and will not be entitled to vote during any period in which the default or suspension continues.

2.4. **Proxies.** A vote allocated to a Lot may be cast pursuant to a proxy duly executed by an Owner. If a Lot is owned by more than one person, the Owners of the Lot may vote by a duly executed proxy. An Owner may revoke a proxy given pursuant to this Section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Except as hereinafter provided, a proxy will terminate one (1) year after its date, unless it specifies a shorter time. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering the Lot, its presentation to the Board of a copy of the mortgage will be notice of the proxy designation, and if the mortgage so states, of the irrevocability of that designation. Written notice to the Board or notice in a meeting of a revocation of a proxy designation will not affect any vote or act previously taken. Each proxy will automatically cease upon conveyance of the Lot, if such proxy is not earlier revoked.

ARTICLE III

MEETINGS

3.1. **Place of Meetings.** Meetings of the Association will be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either in Hamilton County, Ohio or as convenient thereto as possible and practical.

3.2. **Annual Meeting.** Except during a period of Declarant control, the annual meeting of the Members for the purpose of electing Directors and for the transaction of such other business as may properly come before the meeting will be held at least once each year or at such other date as may be determined by the Directors.

3.3. **Special Meetings.** The Secretary of the Association will call a special meeting of the Members: (i) when directed by the President of the Association; (ii) upon the resolution of a majority of the Board of Directors; or (iii) upon the presentation to the Secretary of the Association of a petition signed by Members holding at least thirty-three percent (33%) of the total votes of the Association.

3.4. **Notice and Waiver.** Written notice of each meeting of Members will be given not less than seven (7) days nor more than sixty (60) days before it is to be held. Each notice will specify the date, time, and place of the meeting, and, in case of a special meeting, will specify the purposes of the meeting. The notice will be posted in a visible place on a Common Element and

will be delivered personally or mailed, postage prepaid, to all Members of record. Any Member may waive notice of a meeting by doing so in writing before or after the meeting. Attendance at a meeting, either in person or by proxy, will constitute a waiver of notice and of any and all objections to the place or time of such meeting or the manner in which it has been called or convened, unless a member attends the meeting solely for protesting the lack of proper notice relating to such meeting.

3.5. **Quorum.** Except as otherwise provided in these Bylaws or in the Declaration, those Members present in person or by proxy holding at least twenty-five percent (25%) of the total votes outstanding of the Members of the Association will constitute a quorum for any annual meeting or special meeting. Those present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken will be approved by at least a majority of Members required to constitute a quorum.

Whether or not a quorum is present, the Members entitled to exercise a majority of voting power represented at a meeting may adjourn that meeting without notice other than by announcement at the meeting.

3.6. **Conduct of Meetings.** The President will preside over all meetings of the Association, and the Secretary will keep the minutes of the meeting and record in the minute book all resolutions adopted, as well as a record of all transactions occurring thereat.

3.7. **Action Without a Meeting.** Any action which may be authorized or taken at a meeting of the Members, except the election of Board members, may be authorized or taken without a meeting with the affirmative vote or approval, and in writing or writings signed by, the Members holding at least fifty percent (50%) of the total votes outstanding of the Members of the Association.

ARTICLE IV **BOARD OF DIRECTORS**

4.1. **Board of Directors.** Except as otherwise provided by law, the Articles of Incorporation (the "Articles"), the Declaration, or these Bylaws, all of the authority of the Association will be exercised by or under the direction of the Board of Directors (i.e. the Board).

4.2. **Number and Qualification of Directors.** The initial Board of Directors in the Association consists of the following three (3) persons: Joseph A. Cristo, Adam M. Cristo, and Bryan R. Berning. The address of the initial Board of Directors is 7594 Tylers Place Boulevard, West Chester Township, Ohio. Except for the aforementioned persons of the initial Board of Directors, those appointed by the Declarant, or named in the amended Articles, all Directors must be Owners. The spouse of an Owner is qualified to act as a Director if both the Owner and the spouse occupy the Lot. No person and his or her spouse may serve on the Board at the same time.

4.3. **Term.** The term of the initial Board of Directors will expire as of the date of that the special meeting held after the end of the Declarant Control Period at which time three (3) new

Directors will be elected. At such special meeting, one Director will be elected for a term of one (1) year and until his or her successor is elected and qualified; one (1) Director will be elected for a term of two (2) years and until his or her successor is elected and qualified; and one (1) Director will be elected for a term of three (3) years and until his or her successor is elected and qualified. Thereafter, all successor Directors will be elected for a term of one (1) year. Each of the new Directors will be a Member, a spouse of a Member, or a principal, member, owner, partner, director, officers, trustee, or employee of an Owner that is not an individual.

4.4. **Election of Directors.** Directors will be elected by the Members in person or by proxy at each annual meeting or at a special meeting called for the purpose of electing Director(s). At a meeting of the Members of the Association at which Directors are to be elected, only persons nominated as candidates will be eligible for election as Directors, and the candidates receiving the greatest number of votes will be elected. The Board may adopt rules regarding nominations and procedure for elections. Election to be a Director will be by secret ballot. At each such election, the Members or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration.

4.5. **Resignation; Removal, Vacancies.** A Director may resign at any time by giving written notice to the Board, the President, or the Secretary. The resignation will take effect on the date of receipt of such notice or at any later time specified therein, and unless specified therein, the acceptance of such resignation will not be necessary to make it effective.

A Director appointed by Declarant may be removed by Declarant at any time, with or without cause. An elected Director may be removed, with or without cause, by a majority vote of the Members voting at a meeting of the Members (this provision is not applicable to any of the initial director of the Board of Directors). Additionally, any elected Director who has three (3) unexcused absences from Board meetings or who is delinquent in the payment of an Assessment for more than twenty (20) days may be removed by a majority vote of the Directors at a meeting, a quorum being present (this provision is not applicable to any initial director of the Board of Directors). Notwithstanding the foregoing, or anything else in these Bylaws, the Members may not remove any of the initial directors of the Board of Directors, and any such initial director may not be removed due to unexcused absences from Board meetings.

If a vacancy is created because of resignation, removal, or death, a successor will be appointed or elected to serve for the unexpired term of the departed Director. For a vacancy created because Declarant removed a Director, Declarant will appoint a successor for any appointed Director or initial Director. If a vacancy is created because the Members removed a Director, then the Members will elect a successor for any elected Director using the procedure set forth in Section 4.4 above.

4.6. **Compensation.** Directors will serve without compensation except that Directors may be reimbursed for actual expenses incurred on behalf of the Association; provided, however, such expenses were approved in advance by the Association in writing, and the Director provides written receipts for reimbursement no more than thirty (30) days after expenses were incurred.

4.7. **Annual Organizational Meeting.** The annual organizational meeting of the Board of Directors will take place immediately after each annual meeting of the Members, at the time and place fixed from time to time by the Board.

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

4.9. **Special Meetings.** Special meetings of the Board of Directors will be held when called by written notice signed by the President or Secretary of the Association, or by any two Directors. The notice will specify the time and place of the meeting and the nature of any special business to be considered.

4.10. **Conduct of Meetings.** The President will preside over all meetings of the Board of Directors, and the Secretary will keep the minutes of the meeting and record in the minute book all resolutions adopted, as well as a record of all transactions occurring thereat.

4.11. **Notice of Meetings; Waiver.** Notice of the time and place of each meeting of the Directors, whether annual, regular or special, will be given to each Director at least seventy-two (72) hours before the time set for the meeting. Waiver of notice of meetings of the Directors will be deemed the equivalent of proper notice. Any Director may, in writing, waive notice of any meeting of the Board of Directors, either before or after the holding of such meeting. Such writing will be entered into the minutes of the meeting. Attendance of any Director at any meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice, will be deemed to be a waiver by the Director of notice of such meeting.

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

4.13. **Open Meeting.** All meetings of the Board of Directors will be open to all Members of the Association, but Members other than the Directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board.

4.14. **Executive Session.** The Board of Directors, with approval of a majority of a quorum, may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, matters involving specific Members of the Association (ex. matters involving a specific Member's failure to pay Assessments), or orders of business of similar nature. The nature of any and all business to be considered in executive session will first be announced in open session.

4.15. **Action Without a Meeting.** Any action which may be authorized or taken at a meeting of the Board of Directors may be authorized or taken without a meeting with the affirmative vote or approval, and in writing or writings signed by all Directors. Any such writing will be entered into the minute book of the Association.

ARTICLE V

POWERS AND DUTIES

5.1. **Association.** Subject to Special Declarant Rights, and in addition to any other power/duties provided to the Association in the Organizational Documents, or provided by applicable law, the association may exercise any of the Association power and duties set forth in Section 3.6 of the Declarations and subject to the same. Further, the Association, through its Board of Directors, will do the following:

a. Cause to be kept a complete record of all its acts and corporate affairs, and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by Members representing thirty-three percent (33%) of Members who are entitled to vote;

b. Supervise all Officers (defined below), agents and employees of the Association, and to see that their respective duties are properly performed, with the Board having full power to make all personnel decisions;

c. As more fully provided in the Declarations, to: (i) establish, enforce, levy, and collect Assessments as provided in the Declarations; (ii) give written notice of each Assessment to every Member subject thereto within the time limits set forth therein; (iii) foreclose the lien against any property for which Assessments are not paid within a reasonable time after they are authorized by the Declarations to do so, or bring an action at law against the Member(s) personally obligated to pay the same, or both;

d. Issue, or cause an appropriate Officer to issue, upon demand by any person, a certificate setting forth whether or not an Assessment has been paid. A reasonable charge may be made by the Board for issuance of these certificates. If a certificate states an Assessment has been paid, such certificate will be conclusive evidence of such payment;

e. Procure and maintain insurance as provided in the Declarations, and as the Board deems advisable;

f. Cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declarations;

g. Cause the restrictions created by the Declarations to be enforced; and

h. Take all actions deemed necessary or desirable to comply with all requirements of law and the Declarations.

5.2. **The Board of Directors.** The Board will exercise all powers and authority, under law, and under provisions of the Declaration, that are not specifically and exclusively reserved to the Members by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board will have the right, power and authority to:

a. 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;

b. Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board of Directors, or the Property, or that involves two (2) or more Owners and relates to matters affecting the Property;

c. Enter into contracts and incur liabilities relating to the operation of the Property;

d. Enforce all provisions of the Declarations, these Bylaws, covenants, conditions, restrictions, and the Articles (as amended) governing the Lots and Common Element(s);

e. Adopt and enforce rules and regulations that regulate the maintenance, repair, replacement, modification, and appearance of Common Element(s), and any other rules as the Declarations provide;

f. Acquire, encumber, and convey or otherwise transfer real and personal property, subject to Ohio Revised Code Chapter 5312;

g. Hold in the name of the Association the real property and personal property;

h. Grant easements, leases, licenses, and concessions through or over the Common Element(s);

i. Levy and collect fees or other charges for the use, rental, or operation of the Common Element(s) or for services provided to Owners;

j. Pursuant to Ohio Revised Code Chapter 5312, 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 Declarations, these Bylaws, and the rules and regulations of the Association; and (iv) charges for damage to the Common Element(s) or other Property;

k. Adopt and amend rules and regulations that regulate the collection of delinquent Assessments and the application of payments of delinquent Assessments;

l. Impose reasonable charges for preparing, recording, or copying the Declarations, these Bylaws, amendments to the Declarations and Bylaws, resale certificates, or statements of unpaid Assessments;

m. Authorize entry to any portion of the Property by designated individuals when conditions exist that involve an imminent risk of damage or harm to the Common Element(s), another Dwelling Unit, or to the health or safety of the occupants of that Dwelling Unit or another Dwelling Unit;

n. Subject to division (A)(1) of Section 5312.09 of the Ohio Revised Code, borrow money and assign the right to Assessments or other future income to a lender as security for a loan to the Association;

o. Suspend the voting privileges and use of recreational facilities of an Owner who is delinquent in the payment of Assessments for more than thirty (30) days;

p. Purchase insurance and fidelity bonds the Directors consider appropriate and necessary;

q. Invest excess funds in investments that meet standards for fiduciary investments under the laws of Ohio;

r. Exercise powers that are any of the following: (i) conferred by the Declarations or Bylaws; (ii) permitted to be exercised in Ohio by a non-profit corporation; (iii) necessary and proper for the government and operation of the Association.

5.3. Professional Management Contracts. The Association may delegate all or any portion of its authority, subject to the Board of Directors supervision, to discharge its responsibilities herein to a manager or managing agent. Any management agreement will not exceed three (3) years and will provide for termination by either party without cause and without payment of a termination fee on at least ninety (90) days written notice.

5.4. Rules and Regulations. The Board may adopt and amend rules and regulations (the "Rules and Regulations") for the maintenance, use conservation, and beautification of the Property and for the health, comfort, safety, and general welfare of Members and their families, tenants, and invitees. The Board, or any committee created by the Board, may impose funds on a Member who violates, or whose family members, tenants, or invitees violate, the Rules and Regulations. The Board may establish a schedule of fines for particular violations of the Rules and Regulations to be paid by any Member who violates such Rules and Regulations. Any fines assessed by the Board will be due and payable on the date the next installment of any Assessment is due. In the event that a Member will fail to pay when due any fines assessed by the Board under this Section, then the amount of the assessed fines, in addition to any and all expenses incurred by the Board in enforcing this Section, including reasonable attorneys' fees to the extent permitted by Ohio law, may be levied as a special assessment against the Owner in question and his or her Lot. The levying of a fine against a defaulting or delinquent Member will not operate as a waiver of any other rights that the Board may have against such Member pursuant to the Declarations or

these Bylaws. In the event such Rules and Regulations conflict with any provisions of the Declarations or these Bylaws, the provisions of the Declarations and these Bylaws will govern.

5.5. **Annual Review.** The Board may arrange annually for a certified public accountant to review the Association's books. Upon written request, the Board will provide a first mortgage with a copy of any annual review report.

5.6. **Budget.** The Board of Directors will prepare and propose a budget covering the estimated common expenses and the various expenses of the Association for each coming fiscal year. The budget will include a capital contribution or reserve in accordance with a capital budget separately prepared by the Board. After adoption of the budget by the Members at a meeting of the Members, the Board will cause the summary of the budget and the Assessments to be levied against each Lot for the following year to be delivered to each Owner. The budget and Assessments will take effect on the first day of the fiscal year. The failure or delay of the Board to prepare and propose a budget, or the failure or delay of the Members to adopt a budget, as provided herein, will not constitute a waiver or release of the obligation of an Owner to pay the Assessments. In such event, the Assessments based upon the budget last adopted will continue until such time as the Association adopts a new budget.

ARTICLE VI **OFFICERS**

6.1. **Officers.** The officers of the Association will be a President, Secretary, and Treasurer (collective, the "Officers"). The Board of Directors may elect such other Officers, including one or more Vice-Presidents, assistant Secretaries, and one or more assistant Treasurers, as it will deem desirable, such officers to have the authority to perform the duties prescribed from time to time by the Board. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. The President and Treasurer will be elected from among members of the Board of Directors.

6.2. **Election; Term of Office; Vacancies.** The officers of the Association will be elected annually by the Board of Directors at the first meeting of the Board following each annual meeting of the Members, as set forth in these Bylaws. A vacancy of any office arising because of death, resignation, removal or otherwise may be filled by the Board for the unexpired portion of the term.

6.3. **Removal.** Any officer may be removed by the Board of Directors whenever, in its judgment, the interests of the Association would be served thereby.

6.4. **Powers and Duties.** The officers of the Association will each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board. The President will be the chief executive officer of the Association. The Treasurer will have the primary responsibility for the preparation of the budget and may delegate all or part of the preparation and notification duties to a finance committee, as management agent or both.

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6.5. **Resignation.** Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation will take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation will not be necessary to make it effective.

ARTICLE VII **COMMITTEES**

7.1. **General.** The Board may appoint and disband such committees as it chooses from time to time.

ARTICLE VIII **INDEMNIFICATION**

8.1. **Indemnification.** The Association will indemnify every person who is or has been a Director, Officer, agent or employee of the Association and those persons' respective heirs, legal representatives, successors and assigns, against expenses, including reasonable attorneys fees, and judgments, decrees, fines, penalties, loss, costs, damages, and amounts paid in settlement actually and reasonably incurred in connection with any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether in an action or proceeding by or in the right of the Association, or otherwise in which such person was or is a party or is threatened to be made a party by reason of the fact that person was a Director, Officer, employee or agent of the Association, or is or was serving in such capacity at the request of the Association, provided that person: (i) acted in good faith and in a manner that person believed to be in, or not opposed to, the best interest of the Association, and (ii) in any matter the subject of a criminal action or proceeding, had no reasonable cause to believe the questioned conduct was unlawful, but provided that in the case of any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor against any such person by reason of that person serving in such capacity, no indemnification will be made in respect of any claim, issue or matter as to which such person will have been adjudged to be liable for gross negligence or misconduct in the performance of a duty to the Association unless and only to the extent that the court in which such action was brought will determine upon application that in view of all the circumstances of the case that person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

Unless ordered by a court of competent jurisdiction, the determination of indemnification, pursuant to the foregoing criteria, will be made: (a) by a majority vote of a quorum of Directors of the 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 of a quorum of disinterested Directors so direct, 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 a majority vote of a quorum of Members, or (d) by the court of competent jurisdiction in which such action, suit or proceeding was brought.

Any indemnification as provided above will not be deemed exclusive of any other rights to which such person may be entitled under law, any agreement, or any insurance purchased by the Association, or by vote of the members of the Association, or otherwise.

ARTICLE IX

CONFLICTS AND AMENDMENTS

9.1. **Conflicts.** If there are conflicts or inconsistencies between the provisions of Ohio law, the Articles, the Declarations and these Bylaws, the provisions of Ohio law, the Articles, the Declarations, and these Bylaws, in that order, will prevail.

9.2. **Amendment.** These Bylaws may be amended at any meeting of the Members duly called and held for that purpose. During the Declarant Control Period, the amendment must be adopted by the Declarant and Members holding at least seventy-five percent (75%) of the total votes of the association; at all other times, the amendment must be adopted by the Members holding at least seventy-five percent (75%) of the total votes of the Association.

ARTICLE X

MISCELLANEOUS

10.1. **Fiscal Year.** The Association will adopt any fiscal year as determined by the Board of Directors.

10.2. **Books and Records.**

a. *Inspection by Members.* The membership book, account books, and minutes of the Association, the Board, and any committee will be made available for inspection and copying by any Member or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within Hamilton County, Ohio, as the Board will prescribe. Without limiting the foregoing, unless approved by the Board, a Member (or Owner) may not examine or copy any of the following from books, records, or minutes: (i) information that pertains to Property-related personnel matters; (ii) communications with legal counsel or attorney work product pertaining to potential, threatened or pending litigation, or other Property-related matters; (iii) 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; (iv) information related to the enforcement of the Declaration, these Bylaws, or rules and regulations of the Association against other Owner(s); or (v) information the disclosure of which is prohibited by state or federal law.

b. *Rules for Inspection.* The Board will establish reasonable rules with respect to: (i) notice to be given to the custodian of the records by the Members desiring to make the inspection; (ii) hours and days of the week when such inspection may be made; and (iii) payment of the cost of reproducing copies requested by a Member.

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

10.3. **Notices.** Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws will be in writing and will be deemed to have been duly given if delivered personally, sent by first class mail, postage prepaid, or emailed:

a. if to a Member, at the address which the Member has designated in a writing and filed with the Secretary or, if no such address has been designated, at the address of the residence of such Owner; or

b. if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as will be designated by the Board with written notice to the Owners.

10.4. **Non-Discrimination.** No Member (including the Declarant) and no employee, agent, or representative of a Member will discriminate on the basis of sex, race, color, creed, or national origin in the sale or lease of any Lot, or in the use of the Common Element(s).

10.5. **Non-Waiver of Covenants.** No delay or failure on the part of the Board and/or on the part of any Officer in exercising any right, power or privilege or in failing to enforce a covenant, condition, obligation or a provision contained the Declaration, Articles, these Bylaws, or in any Rules and Regulations will be or be deemed to be a waiver thereof, or be or be deemed to be waiver of any subsequent violation or breach of such covenant, condition, obligation, or privilege, nor will any single or partial exercise of any right, power, or privilege preclude any other or future exercise thereof or preclude the exercise of any other right, power, or privilege. All rights, powers, and privileges given hereunder or at law or in equity are cumulative, and any one or more of all of such rights, owners, and privileges may be exercised simultaneously or consecutively.

10.6. **Board's Power to Bind.** A lawful agreement or determination made by the Board or an Officer, in accordance with procedures established in the Declaration and Bylaws, will bind all Members, their successors and their assigns.

10.7. **No Act of Business for Profit.** These Bylaws will not be construed to give the Association authority to conduct any act of business for profit on behalf of one or more Members.

10.8. **Execution of Corporation Documents.** With the prior authorization of the Board of Directors, all notes, contracts and other documents will be executed on behalf of the Association by either the President or the Vice-President (if any), and all checks and other drafts will be executed on behalf of the Association by such Officers, agents, or other persons as are, from time to time, by the Board, authorized to do so.

10.9. **Governing Law.** The Bylaws will be interpreted and enforced under the laws of the State of Ohio.

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10.10. **Severability.** The invalidity of part or all of any provision of these Bylaws will neither impair the validity of nor affect, in any manner, the Declaration, the Articles, or the rest of the Bylaws.

10.11. **Heirs, Successors and Assigns.** These Bylaws will be binding upon and will inure to the benefit of the Association, the Declarant, Members, and the Declarant's and Members, heirs, successors, assigns, and personal representatives.

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