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KIND: COVENANTS AND RESTRICTIONS

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CLINTON COUNTY, OHIO

TANYA K. DAY RECORDER

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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS AND
RESERVATION OF EASEMENTS
FOR
TIMBER GLEN SUBDIVISION**

This instrument prepared by:

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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS AND
RESERVATION OF EASEMENTS
FOR
TIMBER GLEN SUBDIVISION**

These "Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Timber Glen Subdivision" (the "Declaration") is made as of the Effective Date (defined below) by J.A. Development, LLC, an Ohio limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" (the "Property") attached hereto and desires to create thereon a residential community consisting of single-family residences with permanent common elements for the benefit of said community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said Common Elements (defined below); and to this end, desires to subject the real property described in Exhibit "A" attached hereto to the provisions of O.R.C. §5312 and the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said Property and the Owners thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an Association (defined below) to which should be delegated and assigned the powers and duties of maintaining and administering the common elements and administering and enforcing the within covenants and restrictions and disbursing the charges and assessments hereinafter created; and

WHEREAS, Declarant has formed Timber Glen Homeowners' Association, Inc., as a non-profit Ohio corporation for the purpose of carrying out the powers and duties aforesaid;

NOW, THEREFORE, Declarant hereby declares that the Property described in Exhibit "A" attached hereto and such other property as may be subjected to the provisions hereof pursuant to Article II, shall be held, sold and conveyed subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration and in accordance with the provisions of O.R.C. § 5312 and any subdivision plat which includes the Property, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

The words in this Declaration which begin with capitalized letters, other than words which would be normally capitalized, unless the context otherwise requires, shall have the same meanings as the definitions of those words in this Article I.

1.1 “Articles” shall mean those Articles, filed with the Secretary of Ohio, incorporating Timber Glen Homeowners’ Association, Inc. as a corporation not for profit under the provisions of the Ohio Revised Code, as the same may be amended from time to time. A true copy of the Articles as shown in Exhibit “B” is attached hereto and made a part hereof.

1.2 “Association” shall mean and refer to Timber Glen Homeowners’ Association, Inc., its successors and assigns.

1.3 “Board” shall mean the Board of Directors of the Association.

1.4 “Builder” shall mean and refer to any party who acquires one (1) or more developed lots from Declarant for the purpose of resale to an Owner or for the purpose of constructing improvements thereon for resale to an Owner.

1.5 “By-Laws” shall mean the By-Laws of the Association, as the same may be amended from time to time. A true copy of the By-Laws as shown on Exhibit “C” is attached hereto and made a part hereof.

1.6 “Common Driveway” shall mean and refer to any private road or passageway which is built or installed as part of the original construction on the Property to serve more than one (1) single family Lot, and which is situated on a dividing line between Lots or partly on one (1) Lot and partly on another Lot, which roadway or passageway may be specifically designated by the Declarant on the record plat as a “Common Driveway”.

1.7 “Common Elements” shall mean and refer to the detention basin, signs, storm water facilities, and landscaping constructed for the common use and enjoyment of the Owners, and such areas designated as “common elements” on the record plat or plats for the Property, or that are constructed for the common use and enjoyment of the Owners. Common Elements may be situated in easements created for the benefit of the Association.

1.8 “Declarant” shall mean and refer to J.A. Development, LLC, an Ohio limited liability company, its successors and assigns if such successors or assigns should acquire all unsold Lots and/or unplatted real property which adjoins any property already developed and which is intended to be developed into Lots.

1.9 “Development Period” shall mean the period commencing on the date on which this Declaration is recorded and terminating on the earlier of: (a) December 31, 2042, or (b) the next day following the day on which the Declarant owns no part of the Property.

1.10 “Director” or “Directors” shall mean that person or those persons serving, at the time pertinent, as a Director or Directors of the Association, and shall mean that same person or those persons serving in the capacity of a member of the Board of Directors of the Association.

1.11 “Living Unit” shall mean and refer to a single-family residence designated and intended for use and occupancy as a residence by a single family.

1.12 “Lot” shall mean and refer to any parcel of land upon any recorded subdivision plat of the Property which may or may not contain a Living Unit.

1.13 “Member” shall mean any one of those Owners who are Members of the Association as provided in Article IV hereof.

1.14 “Open Spaces” means such areas designated as “open spaces” on the record plat or plats for the Property.

1.15 “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.16 “Properties” or “Property” shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.17 “Storm Water Facilities” shall mean and refer to the detention, storm sewers, storm sewers swales, streams, ditches, catch basins, drainage lines, man holes 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 or plats for the Property and maintained by the Association, the Owner or appropriate governmental authorities (as the case may be) for the common use and enjoyment of the Owners.

ARTICLE II

PROPERTY DEVELOPMENT – ANNEXATION

2.1 Property Subject to Declaration. The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in the City of Wilmington, Clinton 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 Additional Common Elements. Declarant shall have the right, from time to time during the Development Period, to convey to the Association for nominal or other appropriate consideration, and the Association shall accept conveyance of any property or interest in property owned by Declarant along with any structure, improvement, or other facility including related fixtures, equipment and furnishings located thereon. Upon conveyance of such property, the property shall constitute Common Elements.

Notwithstanding any other provision of this Declaration, neither Declarant nor Declarant warrant or represent that any recreational facilities will be constructed by or on behalf of Declarant.

2.3 Annexation of Additional Property. During the Development Period, Declarant may, without the assent (or vote) of the Members or the Directors of the Association, in its sole discretion, annex and add to the above-described Property any real property identified by Declarant in a filing made of record with the County Recorder in the county in which the Property is located.

Thereafter, such additional property may be annexed only with the consent of fifty-one (51%) percent of each class of Members of the Association. Any additional property so annexed, however, must be adjacent to or in the immediate vicinity of the above-described Property. The scheme of the within covenants and restrictions shall not, however, be extended to include any such additional property unless and until the same is annexed to the real property described on Exhibit "A" as hereinafter provided.

Any annexations made pursuant to this Article, or otherwise shall be made by recording a Supplement/Amendment to this Declaration with the Recorder of Clinton County, Ohio, which supplementary Declaration shall extend the scheme of some or all of the within covenants and restrictions to such annexed property. Such supplementary Declaration may contain such additional covenants, conditions, restrictions, easements, assessments, charges and liens as Declarant shall deem appropriate for the purpose of completing the development of the Property.

ARTICLE III **PROPERTY RIGHTS**

3.1 Owner's Right of Enjoyment. Every Owner and, in the case of rented Lots (if any), such Owner's tenants, shall have a right to an easement for the enjoyment of, in, and to the Common Elements, and such right and easement shall be appurtenant to and shall pass with title to every Lot, subject to the following:

(a) The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Elements.

(b) The right of the Association to dedicate or transfer all or any part of the Common Elements to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration.

(c) Easements and restrictions of record.

(d) The right of the Association or the Declarant to grant additional easements over the Common Elements as provided in Section 3.5.

3.2 Reservation of Easements. The Declarant shall have and hereby reserves easements in favor of itself, along with Declarant, and each's respective successors and assigns, and such other persons or entities as it may designate as follows:

(a) In, on and over those strips of land as shown on the final plat of the Subdivision for the purpose of access to construct, use and maintain signage, lighting and landscaping and for ingress and egress; and

(b) In, on and over the utility and drainage easements depicted on the plat of subdivision for the Property for the installation and maintenance of utility and drainage systems.

3.3 Delegation of Use. Any Owner may delegate, in accordance with the applicable By-Laws of the Association, his right of enjoyment in the Common Elements to the members of his family, guests, and his tenants or contract purchasers who reside on the Property. No one other than the Declarant, Declarant, the Association or the Owner on whose Lot is situated a Common Element shall be permitted to have access to, or enter onto, such Common Elements.

3.4 Title to Common Elements. The title to any portion of the Common Elements that is to be owned by the Association in fee simple, if any, shall be conveyed to the Association, prior to the expiration of the Development Period, free and clear of all liens and encumbrances; provided, however, that Declarant and/or the Declarant shall have the right from time to time to reserve for the purpose of development of the Property all or any portion of the Property for various easements and rights of way, together with the right to dedicate same where applicable and customary and the right of ingress and egress across the Common Elements in connection with the development of the Property. The Declarant's rights hereunder shall not unreasonably interfere with the Owner's easement of enjoyment.

3.5 Right to Grant Easements. Declarant hereby reserves the right, to grant, on behalf of the Association and/or the Owners and without the consent of the Association, or any Owner, easements, across, through or under the Common Elements. Such easements, which shall be exclusive or non-exclusive, shall be limited to utility easements (including cable television), green belt easements, sign easements, access easements or roadway easements. Declarant's rights under this Section shall terminate upon expiration of the Development Period. The Association, without the consent of any Owner, shall have the right at any time to grant easements as set forth in this Section.

ARTICLE IV
BOARD, MEMBERSHIP AND VOTING RIGHTS

4.1 Board. The Association shall be governed by its Board of Directors who will be appointed or elected by the Association (or Declarant, if applicable) as set out in the Association's Bylaws.

4.2 Members. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

4.3 Classes of Members; Voting. The Association shall have two classes of voting membership:

4.3.1 Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

4.3.2 Class B Member shall be the Declarant and the Declarant shall be entitled to five (5) votes for each Lot owned, provided, however, that the Class B membership shall terminate after the Class A Members are entitled to elect all of the Board. At such time as Class B membership shall terminate, the Declarant, for any Lot owned, shall be deemed a Class A Member with reference to such Lot or Lots and entitled to the voting and all other rights of such Class A Member.

ARTICLE V
ASSESSMENTS

5.1 Covenant for Assessments. The Declarant for each Lot owned by it (and as hereinafter limited by the provisions of this Declaration) and each person, group of persons, or entity who becomes an Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance shall be deemed to covenant and agree to pay to the Association: (1) Annual General Assessments; (2) Individual Assessments; and (3) Special Assessments; such assessments to be fixed, established and collected from time to time as hereinafter provided. All assessments, together with interest thereon as hereafter provided and costs of collection thereof (including court costs and reasonable attorney's fees) as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property and Lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as herein provided, shall also be the personal obligation of the person, group of persons, or entity who was the Owner of such property and Lot at the time when the assessment fell due.

5.2 Annual General Assessments, Purposes. The Annual General Assessments levied by the Association are for the purpose of promoting the recreation, scenic enjoyment, health, welfare and safety of the residents and for protecting, advancing and promoting the environmental concept of the Property and preserving the aesthetic and scenic qualities of the development.

To carry out these purposes, an Annual General Assessment shall be levied by the Association to be used currently, and to provide an adequate reserve fund for future use, for the improvement, expansion and maintenance of the Common Elements, including, but not limited to, the payment of taxes, insurance and fidelity bonds, and for repairs, replacements and additions, and for the cost of labor, equipment, and materials, management and supervision, and including the maintenance, repair and landscaping of storm water facilities as well as streets and right of ways, and, in the discretion of the Association, including any entrance roads or adjoining roads or areas, whether public or private, which may affect the recreation, scenic enjoyment, health, welfare and safety of the residents even though not owned by the Association. Such assessment may also be used for the purpose of renting, operating and maintaining street lights for the community.

5.3 Annual General Assessments. The "Annual General Assessment" per Lot is \$300.00, and is due and payable by the Lot Owner to the Association, subject to the terms and conditions of this Declaration.

5.4 Annual General Assessment, Maximum Increase.

(a) From and after the date of the commencement of the Annual General Assessment, the Board of Directors may vote to increase the amount of the Annual General Assessment, set out in Section 5.3 above, for all membership; provided, however no one increase will be more than a ten percent (10%) increase for a given year.

(b) From and after the date of the commencement of the Annual General Assessment, the Annual General Assessment for all membership 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 Class A Members and the assent of fifty-one percent of the total number of votes held by the Class B Members, if any.

(c) The assessment may be billed in advance on a monthly, quarterly, or annual basis. The Board of Directors may fix the annual assessment at any amount not in excess of the maximum therein above provided for.

5.5 Individual Assessments. In the event an Owner of any Lot in the Property shall fail to maintain the premises and the improvements situated thereon in a manner reasonably satisfactory to the Board of Directors and such maintenance is not that to be provided by the Association under Section 5.2 above for which assessments are provided, then the Association, after approval by sixty-six and two-thirds (66 %) vote of all Members of the Board shall have the

right through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance and repair (including charges incurred by the Association for attorney's fees, court costs, or other expenses incurred to obtain access to the subject Lot) shall be added to and become part of the total assessment to which such Lot is subject. In addition, the Association may assess an individual lot for all fees set forth in O.R.C. §5312.11.

5.6 Special Assessments. In addition to the Annual General Assessments and Individual Assessments authorized by this Article, the Association may levy in any assessment year Special Assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, replacement or addition of a described capital improvement located upon the Common Elements, which cost has not otherwise been provided for in full as part of the Annual General Assessment, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the approval of fifty-one (51%) percent of the total number of votes held by Class A Members and fifty-one (51%) percent of the total number of votes held by the Class B Members. Any Special Assessments levied by the Association pursuant to the provisions of this Section shall be fixed at a uniform rate based upon the number of applicable Living Units. All monies received by the Association as a Special Assessment shall be held in trust by the Association for the benefit of the Members to be used solely for the purpose of the Special Assessment and any income derived therefrom shall be held as a separate fund and shall be accounted for separately from the other assets coming under the control of the Association. The assessment may be billed in advance on a monthly, quarterly or annual basis.

5.7 Commencement of Assessments. The Annual General Assessments shall commence on a date to be determined by the Board of Directors. The first assessment for any such membership may be made for the balance of the calendar year and shall become due and payable and a lien on the date aforesaid. The Board may from time to time determine the manner and schedule of payments.

It shall be the duty of the Board of Directors of the Association to periodically fix the amount of the assessment against each Lot for such assessment period and the Board of Directors shall make reasonable efforts to fix the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at the time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be opened to inspection by any Owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the Owner of any Lot subject thereto. Annual General Assessments subsequent to the first Annual General Assessment shall become a lien on January 1 of each year; Individual and Special Assessments shall become a lien at the time designated by the Board of Directors. No notice of lien other than this Declaration need be recorded to establish the validity of any such lien, and this Declaration shall stand as notice thereof.

5.8 Assessment of Declarant and Builder.

Any provision of this Declaration or of the Articles of Incorporation or By-Laws of the Association notwithstanding, Declarant, Declarant and each Builder shall be completely exempt from payment of an assessment for any recorded, unsettled Lot in which it has an interest. The provisions of this Section 5.8 will also apply to the assessment of any Lot held by, Declarant, a 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, the Declarant or Builder will not be required to pay any amount of the assessments levied thereon.

5.9 Assessment Certificates. The Association shall, upon demand, at any reasonable time, furnish to the Owner liable for assessment a certificate in writing signed by an officer or other authorized agent of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A reasonable charge may be levied in advance by the Association for each certificate so delivered.

5.10 Non-Payment of Assessment. Any assessment levied pursuant to these covenants which is not paid on the date when due shall be delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the property which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them with the consent of the Association.

If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, in either of which events interest, costs and reasonable attorney's fees shall be added to the amount of each assessment. No Owner shall waive or otherwise escape liability for the assessments herein provided for by non-use of the Common Elements or abandonment of his Lot or Living Unit.

In addition to the ten percent (10%) per annum interest provided above, the Board of Directors in its discretion, may establish a reasonable late charge to be paid in the event of any assessment that is not paid within fifteen (15) days after due date, provided that such late charge shall not exceed a sum equal to ten (10%) percent of the amount of the assessment which is delinquent by fifteen (15) days.

5.11 Subordination of Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, any first mortgagee who obtains title to a Lot pursuant to the remedies in the mortgage or through foreclosure shall not be liable for more than six (6) months

of the Lot's unpaid assessments or charges accrued before the acquisition of title to the Lot by the mortgagee.

5.12 Capital Contributions. In addition to the Annual General Assessments, Special Assessments and Individual Assessments to be paid hereunder, each Owner shall, at the time of the purchase of a Lot shall be required to pay to the Association the sum of Three Hundred and 00/100 Dollars (\$300.00) as such purchaser's initial capital contribution to the working capital of the Association. This contribution shall be used by the Association for its operating expenses. Such contribution is not an advance payment of assessments, and it will not be held in any sort of trust or reserve account. Additionally, at the time of such closing, each purchaser of a Lot shall be required to pay a pro-rata share of the Annual General Assessment for the balance of the current year to the extent that such assessment is not otherwise being collected by the Association. Declarant, the Declarant and Builder shall be exempt from the contribution collected pursuant to this Section.

ARTICLE VI **INSURANCE**

6.1 Liability Insurance. The Association shall obtain and maintain a Comprehensive policy of public liability insurance covering all of the Common Elements, insuring the Association, Directors, and Owners and members of their respective families, tenants and occupants in an amount of not less than One Million 00/100 Dollars (\$1,000,000.00), per occurrence for personal injury and/or property damage. This insurance shall include protection against such risks as are customarily covered with respect to a development similar in construction, location and use, as determined by the Board. The insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner, tenant or occupant because of negligent acts of the Association, the Board, or other Owners, tenants or occupants.

6.2 Other Insurance. In addition, the Association shall obtain and maintain contractual liability insurance, Directors' and Officers' liability insurance and such other insurance as the Board may deem desirable from time to time.

6.3 Insufficient Insurance. In the event the improvements forming a part of the Common Elements shall suffer damage or destruction from any cause or peril which is not insured against, or if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, the Association shall advance such costs in excess of available insurance proceeds. The amount so advanced by the Association shall become a Special Assessment against all of the Lots for which whose benefit the amount was so advanced, and such assessment shall have the same force and effect, and if not paid, may be enforced in the same manner as herein provided for the nonpayment of assessments. The action required to be taken by the Association under this Section shall not require any vote of the Members of the Association.

ARTICLE VII ARCHITECTURAL CONTROL

7.1 Architectural Standards. All Property (including all Lots) at any time subject to this Declaration shall be governed and controlled by this Article. Until the date that all Lots within the subdivision have been sold by Declarant and the initial construction on all Lots has been completed, the Declarant shall have the exclusive authority to determine the architectural standards which shall govern the construction of Improvements on the Property. Each Owner covenants and agrees by acceptance of a deed to a Lot, to comply with, and to cause his/her Lot and any occupancy thereof to comply with the standards promulgated by the Declarant. All plans, specifications and site surveys for the construction and placement of each Living Unit shall be submitted to the Declarant prior to the commencement of construction for its approval. Further, Declarant or the Association may adopt additional architectural standards from time to time.

7.2 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 Association. The Association shall not have the right to review or approve the plans for the construction of the original Living Units and related improvements. Except as otherwise provided in the Declaration, in the event that the Board 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 Association 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).

7.3 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, the 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.

7.4 General Requirements. The following requirements shall be applicable to the Property (and Lots):

7.4.1 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 7.2 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.

7.4.2 House Placement and Yard Grading. Residences and Lots shall conform to existing grade and drainage patterns as set forth on the grading plan for the Property filed with the appropriate Clinton County governmental authority. Notwithstanding the above, Declarant on behalf of itself and the Declarant, 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 Property's plat. Minimum distance from side lot lines and rear lot lines will meet applicable zoning regulations of the City of Wilmington, Ohio and Clinton County, Ohio (as applicable).

7.4.3 Driveways, Exterior Walkways and Patios. All driveways shall have a minimum of 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 VII. All exterior walkways and patios shall be of a hard surface consisting of concrete, brick or stone and shall remain natural and uniform in color with other Lots, unless otherwise approved according to this Article VII. 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.

7.4.4 Water Discharge. Storm water must be disposed of in accordance with drainage plans established by Declarant, the 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.

7.4.5 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 residence. 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.

7.4.6 Air Conditioning and Heat Pump Equipment. Such equipment shall be located only in side or rear yards. Any equipment installed in addition to one (1) heat pump or air-conditioning unit shall be screened with landscaping so as not to be seen from streets. Window air conditioning or HVAC units are prohibited.

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

7.4.8 Completion of Residence. Within twelve (12) months of the start of construction, each residence building shall have a completed exterior appearance, including but not limited to finished walkway, driveway, patio, landscaping, laying of sod or growing grass seed, installed gutters and down spouts, installation of all windows and doors and completed exterior painting. Landscaping shall be installed within thirty (30) days after the occupancy of the residence. Notwithstanding the foregoing, in the event the residence is scheduled for occupancy between October 15 and May 1, the Owner of the residence shall be responsible for installing the landscaping prior to the May 30th following occupancy.

7.4.9 Landscaping and Trees. The lawn and landscaping of each Lot shall be maintained in good and reasonable condition. Lawns and grass must be cut prior to reaching six inches (6") in height. Front 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 Declarant.

7.4.10 Exterior Carpeting. No exterior carpeting shall be allowed if it is visible from the street or adjoining properties.

7.4.11 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.

7.4.12 Other Structures; Sheds/Barns. There shall be no detached garages and no other detached buildings or out buildings of any kind. Storage sheds/barns may be constructed on a Lot subject to the approval of the Association. Notwithstanding the foregoing, any shed/barn on a Lot will not exceed 192 square feet (12' x 16'); must be built in a good and workmanlike manner; and placed on a temporary foundation. Construction materials of a shed/barn are limited to wood, brick or hardboard siding; no metal buildings will be allowed to be constructed on any Lot. Any shed/barn built on a Lot will be built to the rear of the Living Unit on the Lot and minimally visible from adjacent streets. Shingles on sheds/barns must match the roof of the Living Unit, and the exterior of the shed/barn must match the exterior brick/siding of the Living Unit. Declarant and the Declarant reserves the right to erect temporary structures in connection with the improvement of the premises.

7.4.13 Fences. No fencing, including dog runs or separate fenced areas within the Lot, shall be constructed or erected on any Lot unless otherwise approved by Association in accordance with Section 7.2 above. This Section shall not apply to fences constructed by Declarant or the Declarant. Notwithstanding Association approval, fences will (provided that the City of Wilmington, Ohio or Clinton County, Ohio (as applicable) requirements be met as a minimum and any and all permits required are obtained by Owner): (i) be Kentucky Four Board split rail fence, with or without wire mesh, or black ornamental aluminum; and (ii) not exceed 4 feet in height, nor be permitted in the front of the dwelling, nor extend forward beyond the rear wall of each dwelling. Any fencing around swimming pools must be approved by the Association. No fencing or any planting other than tall grass, will be permitted in open channel drainage easements.

7.4.14 Zoning. All improvements shall be constructed in accordance with and subject to all applicable zoning regulations and building codes.

7.4.15 Street Lights. Owners shall execute, at the request of Declarant, any documents necessary to create a Lighting District, thereby allowing the appropriate governmental authority to pass the costs incurred in lighting the subdivision streets through to the Owners with their tax bills. Until such time as a Lighting District is created, the Association shall collect the costs as part of the Annual General Assessment.

7.4.16 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 either public roadways or paved private drives created in this subdivision for ingress or egress) shall be operated on private land. No motorized vehicle of any type shall be operated on either public roads or private lanes or on private land in such a manner as to become a nuisance because of noise, exhaust or any other reason.

7.5 Variances. In order to avoid unnecessary hardship and/or to overcome practical difficulties in the application of certain provisions of the Declaration, the Board shall have the

authority to grant reasonable variances from the provisions of Section 7.4. Additionally, so long as Declarant or Declarant owns one or more Lots on the Property, the Declarant, may grant reasonable variances from the provisions of Section 7.4. No variance shall materially injure or materially adversely affect any other part of the Property or any other Owner or occupant. No variance granted pursuant to the authority of this Section 7.5 shall constitute a waiver of any provision of the Declaration as applied to any other party or other part of the Property, and no variance may be granted to permit anything that is prohibited by applicable law. All provisions of the Declaration not affected by the grant of a variance shall continue to apply with full force and effect to the Lot for which the variance is granted and to the balance of the Property.

ARTICLE VIII

USE RESTRICTIONS AND MAINTENANCE

8.1 Restrictions. The Property shall be subject to the following restrictions:

8.1.1 Purpose of Property. 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.

8.1.2 Nuisance. 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 adjacent neighboring Lots. This paragraph shall not apply to any Lots owned by Declarant or the Declarant and held for sale.

8.1.3 Animals, Pets and Agricultural Use. No animals, livestock or poultry of any kind, including, but not limited to, goats 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 5 Household Pets. There 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.

8.1.4 Signage. No sign of any kind shall be displayed to the public view on any Lot except: (a) one (1) professional sign for the purpose of business advertising of not more than two (2) square feet (i.e., window replacement, roof repair); or (b) one (1) sign of not more than nine (9) square feet advertising the property for sale. This paragraph shall not apply to signs used

by Declarant, Declarant or a Builder to advertise the Property during the 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 Declarant such that Declarant can place any type of signage on Declarant's Lot(s) and Declarant can place any type of signage on Declarant's Lot(s) (if any).

8.1.5 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, the Declarant or a Builder and held for sale.

8.1.6 Easements. There shall exist a temporary construction easement of five (5) feet around the boundary of each Lot in order to facilitate grading, drainage, retaining walls and general construction activity on a neighboring Lot. If the Owner of a Lot places an obstacle such as a fence, shrubbery, or sprinkler system within this temporary construction easement before final grading of the adjoining Lot, then that Owner shall be responsible to remove the obstacle at his or her expense to allow for proper grading and drainage. In general, drainage swales should be set as near to property lines as possible. 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.

8.1.7 Vehicles, Recreational Vehicles, Boats, Travel Trailers. No recreational vehicle, mobile home, boat, travel trailer or commercial vehicle shall be parked or stored on any Lot, for a period in excess of forty-eight (48) hours during any calendar month, unless the same is in the garage and completely out of view. Trucks exceeding a three-quarter (3/4) ton rating are prohibited, unless such trucks are kept in the garage and completely out of view.

No vehicle in inoperable condition shall be stored on any Lot for a period in excess of five (5) days unless the same is in the garage and completely out of view. This Section 8.1.7 shall not apply to any Lots owned by Declarant, the Declarant or a Builder and held for sale. Parking of vehicles or trailers on non-paved surfaces, even if on a temporary basis, is not permitted.

8.1.8 Utilities and Drainage. Easements for installation and maintenance of

utilities and drainage facilities (including detention basins) are reserved as shown on the recorded plat. Within these easements, no structures, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation of drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continually by the Owner of the Lot, including mowing, except for those improvements for which a public authority, utility company or the Association is responsible.

8.1.9 Maintenance. Each and every Lot and Living Unit thereon as well as the driveway and walkway providing access thereto, shall 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. 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 provided for herein. This paragraph shall not apply to any Lots owned by Declarant, the Declarant and held for sale.

8.1.10 Garage and Yard Sales and 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.

8.1.11 Lakes 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 Association. Neither Declarant, the Declarant, a 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.

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

8.1.13 Prohibited Accessory Structures, Swimming Pools, Play Equipment. No permanent or temporary accessory building, tent, mobile home, trailer, shack, garage or free standing greenhouse shall be erected or permitted to remain upon a Lot. Decks are permitted provided they are located within the building set back area of the Lot and attached to the residence.

In ground swimming pools and related appurtenances are permitted on Lots provided they are approved pursuant to Section 7.2. Fencing around swimming pools is required unless such requirement is waived by the Association. Hot tubs, spas and related appurtenances are permitted on a Lot provided they are approved pursuant to Section 7.2. No above-ground swimming pools shall be permitted on a Lot, except a portable wading pool used by small children not exceeding one foot (1') in height.

Exterior rated play sets covering an area in total of less than 12x16 ft., and not more than 12 ft. in height are permitted on a Lot provided such set is constructed primarily of wood, shall be permitted on any Lot provided they are installed in the rear yard area of the Lot within the legal rear and side yard setbacks, and maintained to be in good condition and repair. Other non-installed play equipment will 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. Basketball goals shall be permitted on any Lot provided they are installed in compliance with the following criteria: (a) they are not attached to the Living Unit on the Lot; (b) they shall have a clear backboard; and (c) the supporting poles shall be black and the backboard shall be set perpendicular to the adjoining street in front of the Living Unit within the Living Unit set back area. Additionally, on Lots with side entry garages: (i) the backboard may not be located any closer to the front of the Lot than the front of the Living Unit situated on the Lot; and (ii) such backboard does not need to be set perpendicular to the adjoining street in front of the Living Unit. Basketball goals cannot be stored anywhere on the exterior of the home.

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

8.1.15 Surfaces. All exterior surfaces must be kept free of direct, algae or mineral buildup. Painted surfaces will need to be maintained and free from chipping and peeling.

8.1.16 Patios and Decks. All outdoor furniture must be kept in good condition and repair. 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.

8.1.17 Solar Panels. No detached solar panels will be permitted on any Lot. Solar panels may be approved in accordance with Section 7.2 above. Solar panels can only be installed on the rear side of the Living Unit's roof, be of a low-profile design, blend in with the Living Unit's roof colors and remain mostly unseen from the street in front of the Living Unit.

ARTICLE IX

EASEMENTS AND MAINTENANCE

9.1 Access Easements. All Lots shall be subject to an access easement in favor of the Declarant and the Association for the purposes of maintaining, cleaning, repairing, improving, regulating, operating, replacing and otherwise dealing with the Common Elements, including all improvements thereon. Such access easement shall also permit the Declarant and the Association

to enter upon any Lot for the purpose of correcting grade and drainage patterns for the benefit of the entire Property, provided that the Lot shall be restored with any pavement, grass or sod which shall have been removed.

9.2 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 Declarant, the Builder, and the Association. Such private drainage easements shall be as set forth on the record plat or plats for the Property. 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, the Declarant, Builders 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.

9.3 Right of Association to Remove or Correct Violations. The Declarant or Association may, in the interest or the general welfare of all of the Owners, enter upon any Lot or the exterior of any Living Unit at reasonable hours on any day for the purpose of removing or correcting any violation or breach of any attempted violation of any of the covenants and restrictions contained in this Declaration, or for the purpose of abating anything herein defined as a prohibited use or nuisance, provided however, that no such action shall be taken without a resolution of the Board of Directors of the Association authorizing access to any Lot or property covered under this Section and any charges incurred by the Association in correcting the violation hereunder, (including court costs and reasonable attorney's fees) shall constitute a charge against the subject property and a personal obligation of the Owner thereof, and the Association shall have a lien upon the property and Lot for such expenses, and including costs of collection of said lien amount, which lien shall be subordinate to first mortgages as provided in Article V, Section 5.11. The Declarant or Association shall not, by reason or taking such action above, be deemed liable in any manner, for such entry, abatement or removal, including but not limited to trespass, conversion, theft or the destruction of property.

9.5 Maintenance of Common Elements and Open Spaces. The Association shall be responsible for the care, maintenance and insurance of the Common Elements and Open Spaces of the subdivision. Such obligation of the Association shall include the care and maintenance of any improvements (including landscaping) constructed by Declarant, the Declarant or the Association in a conservation easement, or signage easement. The Association shall 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 shall be responsible for the care and maintenance of all other portions of such Owner's Lot, including the dwelling unit and the utility lines serving that dwelling unit, but excluding any improvements installed by Declarant or the Declarant or the Association in an open-space easement or signage easement. Notwithstanding the above, the Owner of a Lot on which is situated storm water facilities or a signage easement shall be responsible for all grass cutting in such easement areas. Should any Owner fail to maintain his Lot, 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 provided for herein.

ARTICLE X

DEVELOPMENT RIGHTS

10.1 Submission of Additional Land. Declarant and the Declarant reserves the rights to submit all or any portion of the Additional Land to the terms of this Declaration without consent of the Owners during the Development Period. The submission shall be accomplished by the filing of a Supplemental Declaration identifying the Additional Land, the Lots and the Common Elements. During any Declarant Control Period, annexation of Additional Land may require the prior approval of the Federal Housing Administration or the Veterans Administration, if either such agency is insuring or guaranteeing the mortgage on any Lot.

10.2 Notice to the Board. The Declarant shall promptly notify the Board of the filing of any Supplemental Declaration.

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

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

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

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

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

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

10.5 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 XI **LEASES**

11.1 General. An Owner's lease of any Living Unit to any other individual or entity, must be: (i) for a term of not less than twelve (12) months; and (ii) for the entire, and not just a portion of the, Living Unit as a single-family residence. Each Owner must ensure that each lessee of Owner's Living Unit agrees, in writing, to abide, and be bound, by the Declarations, By-Laws and all other rules, regulations, policies and procedures of the Association (collectively, the "Association Documents"). 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.

11.2 Amendments. Notwithstanding anything else written in the Association Documents, this Article XI may not be amended, modified or revised except by the vote of ninety-five percent (95%) of all Owners.

ARTICLE XII **GENERAL PROVISIONS**

12.1 Enforcement. The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

12.2 Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

12.3 Amendment. Except as otherwise provided in this Declaration, the covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declarant may amend this Declaration at any time, upon notice to the Owners, provided the Declarant owns no less than 25% of all Lots subject to this Declaration. Otherwise, this Declaration (except for Section 11.2 above) may be amended during the first twenty (20) year period by a seventy-five percent (75%) vote of the Association's Members, and thereafter by a fifty-one (51%) vote of the Association's Members; provided, that any amendment approved by any such vote will be in writing and recorded in the Clinton County, Ohio official records. Notwithstanding the above, a vote to terminate the applicability of this Declaration and to dissolve the planned community requires the unanimous consent of the Owners.

12.4 Right to Amend Documents. Notwithstanding anything above to the contrary, this Declaration and the By-Laws may be amended at any time without the vote of Owners by a written instrument executed by the Declarant for the purpose of: eliminating or correcting any typographical or other inadvertent error herein; eliminating or resolving any ambiguity herein; making nominal changes; clarifying Declarant or Declarant's original intent; conforming to any requirements imposed or requested by any governmental agency, public authority or financial institution; provided, however, that no such amendment shall materially affect any Owner's interest in the Association. 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 paragraph and the amendment of this Declaration and the By-Laws by Declarant as provided in the immediately preceding sentence. All such Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to effectuate the provisions of this paragraph.

12.5 Professional Management Contracts and other Contracts. The Association may delegate all or any portion of its authority to discharge its responsibilities herein to a manager or managing agent. Any management agreement shall not exceed three (3) years and shall provide for termination by either party without cause or without payment of a termination fee on ninety (90) days or less written notice.

12.6 Non-Discrimination. No Lot Owner (including the Declarant) and no employee, agent or representative of a Lot Owner shall 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 Elements.

12.7 Personal Liability. Nothing in this Declaration, the Articles or the regulations of the Association, or any rules or regulations enacted pursuant to any of the aforesaid, shall impose personal liability upon any member of the Board of Directors or any officer of the Association acting in his capacity as such, for the maintenance, repair or replacement of any part of the Common Elements or give rise to a cause of action against any of them except for damages resulting from their own willful omissions or misconduct and each person who becomes an Owner or Member hereby releases and discharges 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.

12.8 Non-Liability of Declarant or Declarant. Neither Declarant nor the Declarant nor any of their respective 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 this Declaration or the By-Laws, 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.

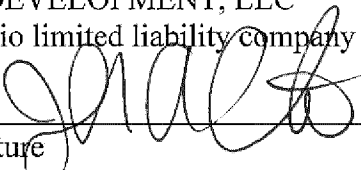
12.9 Articles of Incorporation and By-Laws. Copies of the Articles of Incorporation and By-Laws for the Association are attached hereto as Exhibits "B" and "C".

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

IN WITNESS WHEREOF, the undersigned, J.A. Development, LLC, an Ohio limited liability company, has hereunto set its signature on the day and year first above written.

DECLARANT:

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



Signature

By: Joseph A. Cristo

Its: Authorized Member

Date: April 21, 2022

STATE OF OHIO

:

SS.

:

COUNTY OF BUTLER

:

The foregoing instrument was acknowledged before me this 21 day of April, 2022 by Joseph A. Cristo, an authorized Member of J.A. Development, LLC, an Ohio limited liability company, on behalf of the company. No oath or affirmation was administered in connection with this notarial act.

Heather Clark
4/21/2022

Notary Public

~~My commission has no expiration~~

Expires 9-29-2026



HEATHER CLARK
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
09-29-2026

EXHIBIT A



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
04/26/2022	202211503688	AMENDED/RESTATED ARTICLES (AMA)	50.00	0.00	0.00	0.00

Receipt

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

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

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Frank LaRose
4847873

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

TIMBER GLEN HOMEOWNERS' ASSOCIATION, INC.

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

Document(s)

AMENDED/RESTATED ARTICLES

Effective Date: **04/25/2022**

Document No(s):

202211503688



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
26th day of April, A.D. 2022.

Ohio Secretary of State

Form 541 Prescribed by:



Toll Free: 877.767.3453 | Central Ohio: 614.466.3910

OhioSoS.gov | business@OhioSoS.gov

File online or for more information: OhioBusinessCentral.gov

Certificate of Amendment (Nonprofit, Domestic Corporation) Filing Fee: \$50 Form Must Be Typed

Check the appropriate box:

- ☐ Amendment to existing Articles of Incorporation by Members pursuant to Ohio Revised Code section 1702.38(C) (128-AMD)
- ☒ Amended and Restated Articles by Members pursuant to Ohio Revised Code section 1702.38(D) or by Directors pursuant to Ohio Revised Code section 1702.38(E) (126-AMAN) - The following articles supersede the existing articles and all amendments thereto.

Complete the following information:

Name of Corporation

TIMBER RIDGE HOMEOWNERS' ASSOCIATION, INC.

Charter Number

4847873

A copy of the resolution of amendment must be attached to this document.

Note: If amended and restated articles were adopted, amended articles must set forth all provisions required in original articles other than with respect to the initial directors pursuant to Ohio Revised Code section 1702.38(A). In the case of adoption of the resolution by the directors, a statement of the basis for such adoption shall be provided.

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

Must be signed by an authorized officer of the Corporation pursuant to the Ohio Revised Code section 1702.38(G).

Signature

By (if applicable)

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

Print Name

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

Signature
By (if applicable)
Print Name

AMENDED AND RESTATED
ARTICLES OF INCORPORATION

The undersigned, being all of the directors of the **Timber Glen Homeowners' Association, Inc. (formerly known as Timber Ridge Homeowners' Association, Inc.)** (the "Corporation"), hereby submit these Amended and Restated Articles of Incorporation pursuant to Ohio Revised Code, Section 1702.38 in order to amend the name of the Corporation as provided below:

FIRST: Name of Corporation: **Timber Glen Homeowners' Association, Inc.**

SECOND: Location of Principal Office in Ohio:

West Chester, Butler County, Ohio

THIRD: The purpose for which the corporation is being formed is to engage in any lawful act or activity for which corporations may be formed under Chapter 1702 of the Ohio Revised Code.

To the extent there is any conflict or inconsistency between these Amended and Restated Articles of Incorporation and the Initial Articles of Incorporation, these Amended and Restated Articles of Incorporation will control and supersede the previously filed Initial Articles of Incorporation.

Signed as of the 20th day of April, 2022.

DIRECTORS:

Signature

By: Joseph A. Cristo

Signature

By: Adam M. Cristo

Signature

By: Bryan R. Berning

EXHIBIT B



The Property

Parcel: 290230801000000
Date: October 20, 2021
Description: 31.0102 Acres
Hunters Properties, LLC
Location: City of Wilmington
Clinton County, Ohio



Situated in the State of Ohio, Virginia Military Survey #2471, Clinton County and being a 31.0102 Acre tract of land out of an original 104.987 acre tract of land of the lands of Hunters Properties, LLC, as recorded in Official Record 825, Page 710 of the Clinton County, Ohio, Recorder's Office and being further described as follows;

Beginning at a set 5/8" iron pin on the southeast corner of Lot #246 of Timber Glen, Phase V, Section 2 as recorded in Plat Book 8, Page 175B of the Clinton County, Ohio Recorder's Office and being on the northerly boundary of the lands of June A. Cosler (484.21 Ac.) as recorded in Official Record 999, Page 719 of the Clinton County, Ohio Recorder's Office and being on the southerly corporation line of said City of Wilmington and being the **True Point of Beginning**;

thence, leaving the northerly boundary of said lands of June A. Cosler (484.21 Ac.) and the northerly Corporation line of said City of Wilmington and with the easterly boundary extended of said Timber Glen, Phase V, Section 2 and the easterly boundary of Timber Glen, Phase V, Section 1 as recorded in Plat Book 8, Pages, 160A-160B of the Clinton County, Ohio Recorder's Office for the following eight courses:

- 1) North 05° 42' 21" East, (passing a found 5/8" iron pin capped "Judge" at 225.07 feet, passing a found 5/8" iron pin capped "Judge" at 345.15 feet, passing a found 5/8" iron pin, no cap at 420.14 feet, passing a found 5/8" iron pin no cap, bent at 495.28 feet, passing a found 5/8" iron pin no cap at 720.21 feet and passing a found 5/8" iron pin no cap at 794.98 feet) for a total of 870.00 feet to a set 5/8" iron pin;
- 2) North 89° 50' 04" East, 160.40 feet to a found 5/8" iron pin (capped "Judge");
- 3) North 28° 15' 07" East, 20.48 feet to a set 5/8" iron pin;
- 4) North 07° 11' 58" West, 29.52 feet to a found 5/8" iron pin (no cap, bent);
- 5) North 87° 54' 21" East, 156.73 feet to a found 5/8" iron pin (capped "PLS 6945") on the southwest terminus of Timber Glen Drive;
- 6) with the southerly terminus of said Timber Glen Drive, South 74° 49' 53" East, 61.11 feet to a found 5/8" iron pin (capped "Judge");
- 7) leaving the southerly terminus of said Timber Glen Drive, South 76° 26' 53" East, 151.24 feet to a set 5/8" iron pin;

[Continued on following page]

- 8) with a curve to the left, having a central angle of $12^{\circ} 37' 29''$, a radius of 580.00 feet, an arc length of 127.80 feet, and a chord bearing and distance of North $00^{\circ} 55' 39''$ East, 127.54 feet to a found 5/8" iron pin in concrete (capped "Judge") on the southwest corner of the lands of Janet Gick and Thomas Paul Matrka (14.238 Ac.) as recorded in Document Number 2019-00004291 of the Clinton County, Ohio Recorder's Office;

thence, leaving the easterly boundary of said Timber Glen Phase V, Section 1 and with the southerly boundary of said lands of Janet Gick and Thomas Paul Matrka (14.238 Ac.) for the following two courses:

- 1) North $89^{\circ} 18' 20''$ East, 350.00 feet to a set 5/8" iron pin;
- 2) North $19^{\circ} 19' 37''$ East, 297.36 feet to a set 5/8" iron pin;

thence, leaving the easterly boundary of said lands of Janet Gick and Thomas Paul Matrka (14.238 Ac.) and on a new division line through said lands of Hunters Properties, LLC (104.987 Ac.) for the following six courses:

- 1) South $49^{\circ} 17' 41''$ East, 462.63 feet to a set 5/8" iron pin;
- 2) North $85^{\circ} 19' 38''$ West, 116.60 feet to a set 5/8" iron pin;
- 3) South $03^{\circ} 32' 39''$ West, 122.42 feet to a set 5/8" iron pin;
- 4) with a curve to the right, having a central angle of $00^{\circ} 49' 56''$, a radius of 2025.00 feet, an arc length of 29.41 feet, and a chord bearing and distance of South $86^{\circ} 02' 23''$ East, 29.41 feet to a set 5/8" iron pin;
- 5) South $04^{\circ} 22' 35''$ West, 170.07 feet to a set 5/8" iron pin;
- 6) South $71^{\circ} 07' 04''$ East, 46.46 feet to a found stone on the northerly boundary of said lands of June A. Cosler (484.21 Ac.) ;

thence, leaving said new division line and with the northerly boundary of said lands June A. Cosler (484.21 Ac.) for the following two courses:

- 1) South $05^{\circ} 41' 44''$ West, 810.28 feet to a found 5/8" iron pin (no cap);
- 2) North $84^{\circ} 17' 38''$ West, 1279.16 feet to the **True Point of Beginning**, containing 1,350,805 square feet or 31.0102 Acres of land, more or less and being subject to all easements, legal highways, restrictions, and agreements of record.

The above description was prepared from a field survey prepared by Bayer Becker, David Douglas Smith, Professional Land Surveyor #7121 in the State of Ohio, October 20, 2021. The survey plat of which is filed in Volume 44, Page 40 of the Clinton County Engineer's record of land surveys

Prior References: Official Record 825, Page 710.

Basis of Bearings: NAD83 (2011) GPS Observations (O.D.O.T. VRS/RTK Network, Ohio South Zone 3402). Fieldwork completed March 2, 2021. East boundary of Timber Glen, Phase V, Section 1, North $05^{\circ} 42' 21''$ East.

All iron pins set are 5/8" diameter rebar 30" long with a plastic cap stamped "Bayer Becker"

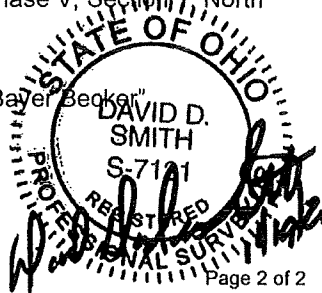


EXHIBIT C

BYLAWS OF TIMBER GLEN HOMEOWNERS' ASSOCIATION, INC.

TIMBER GLEN HOMEOWNERS' ASSOCIATION, INC., an Ohio not-for-profit corporation, adopted the **BYLAWS OF TIMBER GLEN HOMEOWNERS' ASSOCIATION, INC.** ("Bylaws") pursuant Ohio Revised Code §5312.02.

ARTICLE I

NAME AND LOCATION

Section 1.1 The name of the corporation is Timber Glen Homeowners' Association, Inc., hereinafter known as "Association." The principal office of the corporation shall be located at 7594 Tylers Place Boulevard, West Chester Township, Ohio 45069, but meetings of members and Directors may be held at such places within Butler County, Ohio, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 2.1 All of the terms used in these Bylaws of Timber Glen Homeowners' Association, Inc. ("Bylaws") shall have the same meanings as set forth in the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Timber Glen Subdivision recorded in the Official Records of the Montgomery County, Ohio Recorder as the same may be further amended from time to time (collectively, the "Declaration").

Section 2.2 As used in these Bylaws, the terms "Articles", "Association", "Board", "By-Laws", "Common Areas", "Declarant", "Lot", "Member", "Owner", and "Property", shall have the same meaning as each is defined to have in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 3.1 Annual Meetings. Regular annual meetings of the Members shall be held in the first calendar quarter of each year hereafter, on a date and at an hour established from time to time by the Board.

Section 3.2 Special Meetings. Special meetings of the Members may be called at any time by the president, by a majority of the Board acting with or without a meeting or upon written request of Members who are entitled to exercise one-third (1/3) or more of all the votes of membership.

Section 3.3 Notice of Meetings. Written notice of each meeting of Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting, to each Member entitled to vote, addressed to the Member's address last appearing on the books of the Association, or supplied by such Members to the Association for the purpose of notice. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.4 Quorum. A quorum shall exist if the Members present, in person or by proxy, at any duly called and noticed meeting of Members, representing not less than thirty percent (30%) of the voting power of the Association. Members entitled to exercise a majority of the voting power of Members represented at a meeting may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

Section 3.5 Proxies. At any meeting of the Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his/her Lot.

Section 3.6 Voting Power. The vote of the majority of those present, either in person or by proxy, shall decide any questions brought before the meeting, unless the question is one upon which a different vote is required by provision of the laws of Ohio, the Declaration, the Articles of Incorporation of the Association or these Bylaws. Notwithstanding the foregoing or any other provision in these Bylaws, the voting power of Class A Members, if any, and Class B Members, if any, shall be as specified in the Declaration.

Section 3.7 Suspension of Voting Privileges. No Member shall be eligible to vote or to be elected to the Board of Directors who is shown on the books of the Association to be more than thirty (30) days delinquent in the payment of any assessment due the Association.

ARTICLE IV

BOARD OF DIRECTORS

Section 4.1 Initial Directors. The initial Directors shall be Joseph Cristo, Adam Cristo and Bryan Berning, and may from time to time be substituted by Declarant. Declarant

shall have the sole right and authority to name all three Directors until such time as Declarant owns less than 25% of the Lots.

Section 4.2 Successor Directors. Within 180 days after the first date on which Declarant owns less than 25% of the Lots, three Directors shall be elected pursuant to these Bylaws. One shall be elected for a term of one year, one shall be elected for a term of two years and none shall be elected for a term of three years. Each successive term of each Director shall be three years such that the effect that one Director shall be elected or re-elected, as applicable, each year.

Section 4.3 Removal. Excepting only Directors selected by Declarant, any Director may be removed from the Board with or without cause, by a majority vote of the Members. In the event of the death, resignation or removal of a Director other than one named in the Articles or a substitute selected by Declarant, that Director's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Members, when a Director shall be elected to complete the term of such deceased, resigned or removed Director. Declarant shall have the sole right to remove, with or without cause, any Director designated in the Articles, or a substitute selected by Declarant, and select the successor of any Director so selected who dies, resigns, is removed or leaves office for any reason before the election of Directors by all of the Members as provided in the Declaration.

Section 4.4 Nomination. Nominations for the election of Directors to be elected by the Members shall be made by a nominating committee. Nominations may also be made from the floor at the meetings. The nominating committee shall consist of a chair, who shall be a member of the Board, and two or more Lot Members appointed by the Board. The nominating committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no less than the number of vacancies that are to be filled.

Section 4.5 Election. Election to the Board by the Members shall be by secret written ballot. At such elections, the Members or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected, and likewise, those receiving the largest number of votes shall be elected to the longest terms. Cumulative voting is not permitted.

Section 4.6 Compensation. Unless otherwise determined by the Members at a meeting duly called and noticed for such purpose, no Director shall receive compensation for any service rendered to the Association as a Director. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of duties.

Section 4.7 Regular Meetings. The Board of Directors shall meet annually within thirty (30) days after the Annual Meeting of Members and, in addition to the Annual Meeting, may meet at regular meetings established as to time and place by resolution of the Board.

Should any regular meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day that is not a legal holiday.

Section 4.8 Special Meetings. Special meetings of the Board shall be held when called by the president of the Association, or by any two Directors, after not less than three days' notice to each Director.

Section 4.9 Quorum. The presence at any duly called and noticed meeting, in person or by proxy, of Directors entitled to cast a majority of the voting power of Directors shall constitute a quorum for such meeting. A Director shall be considered present at the duly held meeting if he is represented by Proxy.

Section 4.10 Action In Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Directors.

ARTICLE V

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 5.1 Powers. The Board shall exercise all powers and authority, under law, and under the provisions of these Bylaws, 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 shall have the right, power and authority to:

(a) adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days, for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors, except a member appointed by the Declarant, to be vacant in the event such member shall be absent from three (3) consecutive regular meeting of the Board of Directors; and

(e) employ such independent contractors, and other employees as they deem necessary, and to prescribe their duties.

Section 5.2 Duties. It shall be the duty of the Board to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement of those actions and affairs to the Members at each annual meeting of Members, or at any special meeting when such statement is requested in writing by Members representing one-fifth (1/5) of each class of Members who are entitled to vote;

(b) Supervise all officers, agents and employees of the Association and see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(i) fix the amount of assessments against each Lot at least thirty (30) days in advance of each annual assessment period;

(ii) give written notice of each assessment to every Owner subject thereto at least fifteen (15) days in advance of each annual assessment period; and

(iii) foreclose the lien against any property for which assessments are not paid within sixty (60) days after they are authorized by the Declaration to do so, or bring an action at law against the Owner(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 any assessment has been paid. A reasonable charge, not to exceed twenty dollars (\$20.00), may be made by the Board for the issuance of a certificate. If the certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on the property owned by the Association;

(f) Cause all officers having fiscal responsibilities to be bonded, as may be required by the Declaration;

(g) Cause the Common Areas, special features, landscape easements, and all other areas designated as the responsibility of the Association in the Declarations, to be maintained; and

(h) Oversee the operation and enforcement of the architectural control to the extent delegated to the Board by the Declaration.

ARTICLE VI

OFFICERS AND THEIR DUTIES

Section 6.1 Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 6.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each Annual Meeting of the Members.

Section 6.3 Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year and until his/her successor is elected and qualified, unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 6.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 6.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.6 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6.7 Multiple Offices. The office of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 6.4 of this Article.

Section 6.8 Duties. The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

(a) *President.* The president shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.

(b) *Vice-President.* The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by him by the Board.

(c) *Secretary.* The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Members, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the names of Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) *Treasurer.* The treasurer shall assume responsibility for the receipt and deposit in such bank accounts and investment of funds in such vehicles, as the Board directs, the disbursement of such funds as directed by the Board, the keeping of proper books of account, the preparation of an annual budget and a statement of income and expenditures to be presented to the Members at annual meetings, and the delivery or mailing of a copy of each to each of the Members.

ARTICLE VII

COMMITTEES

Section 7.1 The Board shall appoint a nominating committee and may appoint such other committees as it deems appropriate in carrying out its purposes.

ARTICLE VIII

BOOKS AND RECORDS

Section 8.1 The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member, and any holder, insurer or guarantor of a first mortgage on a lot. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE IX

FISCAL YEAR

Section 9.1 The fiscal year shall begin on the first day of January every year, except that the first fiscal year of the Association shall begin on the date of incorporation. The commencement date of the fiscal year herein established may be changed by the Board of Directors should corporate practice subsequently dictate.

ARTICLE X

EXECUTION OF ASSOCIATION DOCUMENTS

Section 10.1 All notes, contracts, other documents, checks, and other drafts shall be executed on behalf of the Association by such officers, agents or other persons as are from time to time designated by the Board of Directors.

ARTICLE XI

CONFLICT

Section 11.1 In the case of any conflict between the Articles of Incorporation and the Bylaws, the Articles shall control; and in the case of conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XII

AMENDMENTS

Section 12.1 These Bylaws may be amended at a regular or special meeting of the members, by affirmative vote of a majority of the total number of votes held by each class of Members of the Association.