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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR SANCTUARY COVE

Declarant, MIAMI RUN JV LLC, an Ohio limited liability company, is the owner of certain real estate in Hamilton County, Ohio, described in Exhibit A, attached hereto and incorporated herein.

Declarant hereby declares that the Property (hereafter defined) shall be held, sold and conveyed subject to the covenants, conditions, restrictions and reservation of easements herein and to the provisions of Chapter 5312 of the Ohio Revised Code. This chapter is the Ohio Planned Community Law and will be referred to as "the Act." This Declaration is for the purpose of protecting the value and desirability of the Property, shall run with the Property submitted hereunder, shall be binding on all parties having any right, title or interest in the Property, its successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

1.1. Additional Property. "Additional Property" means real property, or portions thereof, improved or unimproved, owned by Declarant and which the Declarant desires to submit to the terms and conditions of this Declaration, in accordance with the terms and conditions of Article XII, hereof.

1.2. Allocated Interests. "Allocated Interests" means the Common Expense Liability and votes in the Association as set forth in Article III.

1.3. Assessments. "Assessments" means those charges upon the Lots established by Article VII or otherwise of this Declaration.

1.4. Association. "Association" means the Sanctuary Cove Homeowners Association, Inc., an Ohio nonprofit corporation, its successors and assigns. Except as the context otherwise requires "Association" includes the Board of Directors acting on behalf of the Association.

1.5. Association Documents. "Association Documents" means the formative documents of the Association, consisting of the Articles of Incorporation, Bylaws and all other procedures, rules, regulations or policies adopted by the Association.

1.6. Board. "Board" shall mean the Board of Directors or the executive board of the Association.

1.7. Builder. "Builder" means any homebuilder entity, that is approved by Declarant, and who acquires a Lot for the purpose of improving that Lot and erecting a Dwelling Unit thereon for resale to an Owner.

1.8. Bylaws. "Bylaws" means the bylaws of the Association attached hereto and incorporated herein as Exhibit B.

1.9. Common Area(s). "Common Area(s)" shall mean any real estate or rights in real estate owned or leased by the Association, including, without limitation, private roadways, Open Space Lots, easements in favor of or which would naturally be in favor of the Association (whether designated or declared on any Record Plat or otherwise), Subdivision entrances signs, landscape buffers, landscaping areas, common utilities and related matters, cluster mailboxes, any open or natural areas designated (whether designated or declared on any Record Plat or otherwise) and any other items ordinarily constructed for the common use and enjoyment of the Owners, and including, without limitation, those such items as may be shown, designated or depicted on the Record Plat.

1.10. Common Expense Liability. "Common Expense Liability" means the liability for Common Expenses allocated to each Lot pursuant to this Declaration.

1.11. Common Expenses. "Common Expenses" means expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves.

1.12. County. "County" means Hamilton County, Ohio.

1.13. County Recording Office. "County Recording Office" the Hamilton County, Ohio Recorder's Office.

1.14. Declarant. "Declarant" means MIAMI RUN JV, LLC, an Ohio limited liability company, its successors and assigns.

1.15. Declarant Control Period. "Declarant Control Period" means the period of time that the Declarant may appoint members of the Board of Directors and the officers of the Association as set forth in Article XIII.

1.16. Declaration. "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Sanctuary Cove, including any amendments or supplements hereto.

1.17. Development Period. "Development Period" means the period commencing on the date of recording of this Declaration and ending on the date twenty (20) years thereafter within which the Declarant has the right to exercise the Development Rights set forth in Article XII, provided, however, that the Declarant may extend or end the Development Period from the date specified above if a signed written instrument to that effect is filed of record prior to the end of the Development Period stating such to be the case.

1.18. Development Rights. "Development Rights" means those rights reserved by the Declarant in Article XII.

1.19. Dwelling Unit or Unit. "Dwelling Unit" or "Unit" means a Townhome intended for use and occupancy as a single-family residence. There shall be only one Dwelling Unit per Lot.

1.20. Local Authority. "Local Authority" means the Village of Mariemont and Hamilton County, Ohio.

1.21. Lot. "Lot" means the physical portion of the Property designated for separate ownership or occupancy, the boundaries of which are described pursuant to Article II, Section 2.1 and the Record Plat. For avoidance of doubt, an Open Space Lot is not included under the term "Lot" in this Declaration.

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

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

1.24. Open Space Lots. "Open Space Lots" collectively means all property encompassed by Common Area A including the hillside (approximately 2.7365 acres) as shown and as designated on the current Record Plat as well as any additional Open Space Lots later designated by any subsequent Record Plat or Supplemental Declaration. The term "Open Space Lot" means any one (1) of the Open Space Lots.

1.25. Owner. "Owner" means the Declarant, other person or entity (including the Association, if applicable) who owns a Lot, but does not include a person or entity having an interest in a Lot solely as security for an obligation.

1.26. Property. "Property" means the real estate described in Exhibit A attached hereto, Additional Property and any other property which may be made subject to the terms of this Declaration, together with any improvements made thereon.

1.27. PUD. "PUD"" means that certain approval by the Village of Mariemont Planning Commission approving the Property as a Planned Unit Development overlay district duly approved by the Planning Commission pursuant to a resolution at its October 20, 2022 meeting which approved plan can not be amended or modified without the approval of the Local Authority.

1.28. Record Plat. "Record Plat" collectively means the Plat of Sanctuary Cove, as recorded in Plat Book 495 Pages 21-24 of the Hamilton County Recorder's Office and any subsequent plats affecting the Property, along with any replats thereof. As such, the Record Plat is hereby incorporated into this Declaration by reference as if fully attached hereto.

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

1.30. Subdivision. "Subdivision" means Sanctuary Cove as detailed and described on the initial Record Plat of the Property along with any replats thereof.

1.31. Supplemental Declaration. "Supplemental Declaration" shall mean an amendment or supplement to this Declaration executed by or consented to by Declarant which subjects Additional Property to this Declaration; imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or designates property as Common Areas.

1.32. Surface Water Management System. "Surface Water Management System" shall mean the system designed for the Property by the Declarant (or any predecessor in interest) for storm water, soil erosion, sediment control and related matters, as such may be further shown on the Record Plat or any other items of record (as applicable and appropriate). Such system shall include all existing watercourses, ditches, retention and/or detention basins and swales located in the Property.

1.33. Townhomes. "Townhome" means any Dwelling Unit being a portion of a larger building that is constructed or erected upon a Lot designed and intended for separate ownership and

occupancy for single-family residential purposes and connected by at least one wall to one or more other Townhomes along with any yard, soffit, or facia that is attached, connected or contiguous to said Dwelling Unit.

ARTICLE II

LOTS AND BOUNDARIES

2.1. Types of Lot. Other than Open Space Lots and Common Areas, there shall be one type of Lot within the Property (whether a Lot designated on any Record Plat or a new Lot caused by any re-plat or consolidation), which shall be residential lots for the construction and occupation of a single-family attached Townhome Dwelling Unit.

2.2. Description of Lot Boundaries. The boundaries of the Lots and Open Space Lots shall be those as set forth on the Record Plat or subsequently set forth pursuant to any re-plat or consolidation plat.

ARTICLE III

ALLOCATION OF ALLOCATED INTERESTS

3.1. Common Expense Liability. The allocation of Allocated Interests for Common Expense Liability shall be determined in accordance with the allocation of the various assessments as set forth in Article VII, Section 7.8.

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

ARTICLE IV

COMMON AREAS, EASEMENTS AND RESERVATIONS

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

4.2. Easements. In addition to any matters that are of record, the Property shall be benefited by/subject to (as applicable and appropriate) certain easements (as shown on the Record Plat or

otherwise). These easements shall be appurtenant to/binding on (as applicable and appropriate) and pass with the title to the Lots and Open Space Lots, as applicable.

4.3. Enjoyment. The Common Areas shall be subject to an easement of enjoyment in favor of the Lots, Open Space Lots and Owners. Such easement shall be limited to the purposes for which the easement is created.

4.4. Access. The Common Areas shall be subject to permanent nonexclusive easements for ingress and egress in favor of the Lots, Open Space Lots (as applicable and appropriate) and/or the Association (as applicable and appropriate). Such easements shall be limited to the purposes for which the easements were created. A non-exclusive easement is granted to the Owners of all Lots and Open Space Lots, as applicable, Occupants, their guests and invitees, to enter upon the Common Areas.

4.5. Drainage. The Lots and Open Space Lots, as applicable, shall be subject to easements in favor of the Owners of adjacent Lots, the Declarant and/or the Association (as applicable and appropriate) for Surface Water Management as further defined in Article V. No Owner shall do anything on or within a Lot, Open Space Lot (as applicable) or Dwelling Unit that shall unreasonably increase the flow the of surface water on to an adjoining Lot or Open Space Lots or impede or dam the flow of water from an adjoining Lot. Further, the Property is subject to such storm water and drainage easements as shown or designated on any Record Plat.

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

4.7. Private Roads. The maintenance of private roads outside the boundaries of any Lots including any private roads that are designated open space Lots or Common Areas, shall be the responsibility of the Association.

4.8. Easement for Party Walls. The Owners of adjoining Townhomes shall have the continued use of the party walls between the Townhomes for the benefit and support of any Townhomes now or subsequently constructed, provided however, that such use shall not injure any adjoining Townhome or the premises of the other Owner(s), and shall not impair the party wall benefits and support to which such adjoining Townhome(s) is/are entitled.

4.9. Grant of Easement and Water Service Contract. Declarant has applied to the Greater Cincinnati Water Works ("GCWW") for a service branch, meter, and water service ("Branch") for the Lots. In order to enable Declarant to comply with the GCWW's conditions for water service, Declarant hereby reserves for Declarant's benefit and the benefit of the Association as well as grants to GCWW an easement over such portions of the Property as necessary for the Branch to serve the Lots (the "Easement") in accordance with plans and specifications approved by GCWW (on file with GCWW). Relevant for the benefit of GCWW, GCWW desires to subject the GCWW Easement Area to certain conditions necessary for compliance with the GCWW Rules and Regulations, GCWW Standard Drawings and the Plans ("collectively, the GCWW"). Now therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows. Included in the rights hereunder, Declarant hereby grants to GCWW a permanent easement appurtenant to the Lots to construct, operate, maintain, repair, remove, and reconstruct a private water service branch as more particularly shown on the Record Plat (the "GCWW Easement Area"). Declarant, the Association, and the Owners shall have the right to use the Easement Area for any purposes not inconsistent with the terms of the paragraph. Declarant and then the Association upon conclusion of the Development Period, as applicable, shall, at no cost to the GCWW, operate, maintain, and repair the Branch in compliance with the GCWW's requirements. No buildings or other structures shall be constructed in the GCWW Easement Area that might interfere with access to, or operation, repair or replacement of the water service. GCWW is a third-party beneficiary as to this Section 4.9 of the Declaration. Any failure of the GCWW to enforce any provision of this instrument shall not be deemed a water of GCWW's right to do so thereafter. This paragraph is not intended to, and should not be construed to, dedicate any easement to the general public.

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

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

4.11.1. Restrictions set forth in this Declaration and any Supplemental Declaration.

4.11.2. Any rules and regulations adopted by the Declarant or the Association which are not inconsistent with the terms of this Declaration and the Record Plat and the right of the Association to enforce such rules and regulations.

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

4.11.4. The right of the Declarant and the Association, if any, to amend the Record Plat and to grant further rights and easements within, upon, over, under, and across the Common Areas for the benefit of the Owners, the Association and/or Declarant.

4.11.5. Intentionally Deleted.

4.11.6. If access to any residence is through the Common Areas, any conveyance or encumbrance of such area is subject to the Lot Owner's easement for such purposes.

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

4.11.8. Development rights and Special Declarant Rights as set forth herein.

ARTICLE V
SURFACE WATER MANAGEMENT

5.1. Surface Water Management System. The Surface Water Management System shall consist of open space and other relevant water management areas and systems as such may be existing on the Property, created by the Declaration and/or as shown on the Record Plat. The Association shall maintain and administer the Surface Water Management System in accordance with the guidelines as may be promulgated from time to time by the Local Authority or other applicable authority. There are additional covenants, restrictions and easements on the Record Plat pertaining to drainage, drainage easements and sewer easements, and as such, the Property, as applicable, will be subject to the same and all Owners accordingly will comply with the same.

5.2. Surface Water Management System Easements. Certain portions of the Property shall be subject to and shall be benefited by an easement for storm sewers, drainage and surface water management as may be more particularly shown on the Record Plat, described in this Declaration or shown in other items of record (as applicable and appropriate). Such easement shall be non-exclusive as to the Owners and shall run to the Association, which has control and responsibility for drainage and surface water management, if any. Such easement, however, shall not run to the public at large.

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

5.4. Individual Maintenance; Drainage and Erosion Control. Each Owner shall maintain that portion of the Surface Water Management System, which serves only that Owner's Lot, including grass-cutting and vegetation control within the drainage swales located on the Lot. Such responsibility shall include keeping these easements clean and unobstructed. Maintenance of the Surface Water Management System shall at all times be in accordance with the guidelines and standards set forth by any governmental entity or any other agency having authority. No Owner shall alter the drainage flow across their Lot or Open Space Lot, as applicable, without the expressed written consent of the Association and or Declarant including but not limited to impeding or damming the flow of water. Drainage considerations for individual Lots play an important part in the ecological balance of the Property. Water runoff for each individual Lot or Open Space Lot must be handled by adequately sloping all areas so that runoff can be directed to the natural drainage areas or storm drainage facilities. Water runoff and control is the responsibility of each Owner relative to such Owner's Lot. The water runoff shall be handled in such a manner as not to adversely affect any neighboring Lots or Open Space Lots, as applicable, adjacent or remote. In addition to each Owner's other maintenance obligations set forth in this Declaration, drainage swales must be sodded and/or surge stone utilized to mitigate erosion and wash-out areas.

5.5. Retention/Detention Basin Maintenance. The Association shall have primary responsibility for the maintenance of all retention/detention basin(s) and stormwater management/water quality basin facility(ies) (collectively, the "Facility"), if any, as such Facility may be more fully shown on the Record Plat. The Association will conduct regular maintenance of the Facility in accordance with Local Authority and County requirements.

5.6. Prohibition of Alterations. The Association is prohibited from altering the design of the Facility without prior written approval from the Local Authority or County Engineer (as applicable and appropriate).

5.7. Restriction on Use. No Owner shall use or permit any other persons to use the Surface Water Management System in any manner which would constitute a nuisance, hazard or unsanitary condition or be in violation of any local, state, or federal law ordinance, rule, regulation or statue or in violation of the rules and regulations of the Association. No use of any retention/detention basin(s) for swimming, boating, or use of personal flotation devices, shall be permitted. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the retention basin(s).

ARTICLE VI

OWNERS ASSOCIATION

6.1. Formation. The Declarant has caused or will cause to be chartered a nonprofit corporation named Sanctuary Cove Homeowners Association, Inc. and such shall be the "Owners association" as defined in the Act. The purposes for the Association are to provide for the administrative governance, maintenance and upkeep of the Property and to promote the health, safety, and welfare of the Owners and Occupants of the Property.

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

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

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

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

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

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

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

6.3.6. make contracts and incur liabilities;

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

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

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

6.3.10. grant easements, liens, licenses and concessions through or over the Common Areas;

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

6.3.12. impose charges for late payments of Assessments and after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, the Bylaws, and any rules and regulations of the Association;

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

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

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

6.3.16. exercise any other powers conferred by the Declaration, Bylaws or Articles of Incorporation;

6.3.17. exercise all other powers that may be exercised in the State of Ohio by nonprofit corporations;

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

6.4. Voting Rights. Subject to Special Declarant Rights as set forth in Article XIII, Owners shall be entitled to vote on matters properly before them in accordance with this Article, the Bylaws and the laws of the State of Ohio. Notwithstanding the foregoing, any Owner who is delinquent on dues, fees, or assessments payable by such Owner to the Association shall be deemed to be not in good standing and shall have no right to cast any vote on matters so long as such Owner remains not in good standing with the Association.

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

6.6. Proxies. A vote allocated to a Lot may be cast pursuant to a proxy duly executed by an Owner. If a Lot is owned by more than one person, each Owner of the Lot may vote or register protest to the casting of votes by the Owners of a Lot through a duly executed proxy. An Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Except as hereinafter provided, a proxy shall terminate one year after its date, unless it specifies a shorter time. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering the Lot, its presentation to the Board of a copy of the mortgage shall be notice of the proxy designation, and if the mortgage so states, of the irrevocability of that designation. Written notice to the Board or notice in a meeting of a revocation of a proxy designation shall not affect any vote or act previously taken. Each proxy shall automatically cease upon conveyance of the Lot. Unless expressly reserved and the Association is notified of such reservation, a land contract vendee shall be deemed the proxy of a land contract vendor for purposes of this section.

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

6.8. Common Areas. Subject to the PUD and any other applicable laws, ordinances and regulations of the Local Authority, Declarant may, from time to time, at Declarant's option, convey to the Association for the use and benefit of the Association and the Owners real property (including the Open Space Lots) or personal property, or any interest therein, as part of the Common Areas. The Association shall accept title to any interest in any such real property or personal property transferred to it by Declarant. The Association, subject to the rights of the Owners set forth in this Declaration and the Association Documents, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair, in accordance with the terms and conditions of this Declaration and applicable law.

6.9. Personal Property and Real Property for Common Use. The Association may acquire, hold, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to its by Declarant.

6.10. Intentionally Omitted.

6.11. Cost-Sharing Agreements. The Association may enter into cost-sharing agreements with other homeowners' associations pursuant to which the Association agrees to share in the cost of maintaining, repairing and replacing entranceway features, landscaping, storm sewer pipes, catch basins, headwalls, manholes, storm water detention/retention facilities, low flow gutters, mounding, fencing and any other improvements that benefit the Property.

6.12. Rules and Regulations. The Association may make and enforce reasonable rules and regulations governing the use of the Property, which such rules and regulations shall be consistent with this Declaration, the Association Documents, the PUD and any other applicable laws, ordinances and regulations of the Local Authority. The Association shall have the power to impose sanctions on Owners for violation of such rules and regulations, including, without limitation: (i) reasonable monetary fines (which shall be considered individual assessments under Section 7.5), (ii) suspension of the right to vote as a Member of the Association, and (iii) suspension of the right to use the Common Areas. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing this Declaration, the Association Documents or the Rules against any Owner, tenant, guest or invitee of any Owner, the amount shall be due and payable by such Owner and shall be considered an individual assessments under Section 7.5 against such Owner's Lot.

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

6.14. Manager. The Board may retain and employ on behalf of the Association a Manager, which may be Declarant, and may delegate to the Manager such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Manager shall be a Common Expense. The term of any such management agreement shall not exceed two years (2) and shall allow for termination by either party, without cause, and without penalty, upon no more than ninety (90) days prior written notice.

6.15. Books and Records. Subject to any limitations provided by the laws of the State of Ohio, upon reasonable request of any Member, the Association shall be required to make available for inspection all books, records and financial statements of the Association.

ARTICLE VII

ASSESSMENTS

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

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

7.3. Annual General Assessment. There is hereby established an Annual General Assessment (the "Annual General Assessment" or "General Assessment") levied against all Lots for the purpose of the Common Expenses of the Association. The Common Expenses shall be for the purpose of, but not limited to, (1) operation, maintenance, repair and replacement as required by this Declaration; (2) the cost of all insurance coverages for the Association as required by this Declaration; (3) reasonable reserves for contingencies and replacement; (4) administrative, accounting, legal and management fees; and (5) all other costs and liabilities incurred by the Association in the exercise of its powers and duties pursuant to this Declaration.

7.4. Individual Assessment. Subject to Section 7.5 below, the Association after approval by not less than two-thirds (2/3) vote of all members of the Board shall have the right to assess an individual Lot, for any of the following:

7.4.1. any costs incurred by the Association in the performance of any maintenance that is the responsibility of the Owner, as more fully provided in Section 8.5.

7.4.2. any charges or fines imposed or levied in accordance with Section 9.3.1.1.

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

7.4.4. any costs associated with the enforcement of this Declaration (including restrictions and easements) or any rules and regulations of the Association, including, but not limited to attorney's fees, witness fees and costs, and court costs.

7.4.5. any costs or charges permitted by this Declaration, any Supplemental Declarations, amendments, or the Bylaws to be charged or assessed as an individual assessment.

7.5. Procedures for Imposing an Individual Assessment for Damages or Enforcement.

7.5.1. Notice. Prior to imposing an Individual Assessment, the Board shall give the Owner written notice containing:

7.5.1.1. A description of the property damaged, the required maintenance or the violation;

7.5.1.2. The amount of the proposed charge or Individual Assessment;

7.5.1.3. A statement that the Owner has a right to a hearing before the Board to contest the Individual Assessment;

7.5.1.4. A statement setting forth the procedures to request a hearing pursuant to this Declaration; and

7.5.1.5. A reasonable date by which the Owner must cure the violation to avoid the Individual Assessment, if such opportunity to cure is applicable

7.5.2. Hearing. An Owner may request a hearing by delivering written notice of such request no later than the tenth day after receiving the notice provided in Section 7.5.1 above. If the Owner fails to make a timely request for a hearing, the right to such hearing shall be considered waived, and the Board may immediately impose the Individual Assessment referenced in the notice provided above, or may allow a reasonable time to cure the violation before imposing an Individual Assessment. If an Owner requests a hearing, the Board shall not levy the Individual Assessment before holding a hearing, and will, at least seven (7) days prior to the hearing, provide the Owner with a written notice of the date, time and location of the hearing. Within thirty (30) days following a hearing at which the Board imposes an Individual Assessment, the Board shall deliver a written notice of the Individual Assessment to the Owner.

7.5.3. Manner of Notice. Any notice required under this Section 7.5 to be served:

7.5.3.1. Upon the Owner shall be delivered personally to the Owner and Occupants at the Lot or Dwelling Unit, or mailed (by certified mail, return receipt requested) to the Owner at the address of the Lot, provided that if the Owner has provided the Association with an alternative address, all such notices shall be mailed (by certified mail, return receipt requested) to the Owner at such alternative address.

7.5.3.2. Upon the Association shall be delivered personally to any officer of the Association or to any on-site representative of any professional management company hired by the Association; or mailed (by certified mail, return receipt requested) to any officer of the Association or to the management company hired by the Association.

7.6. Working Capital Fund; Initial Assessment. At the time of closing of a Lot from the Declarant or a Builder to the first new Owner, such new Owner of such Lot may be assessed an initial capital contribution to the working capital fund of the Association. These Assessments shall be used by the Association for its operating expenses. Such Assessment is not an advance payment of the Annual General Assessment, and it will not be held in any sort of trust or reserve account. Neither the Declarant nor any Builder shall be required to pay such capital contribution.

7.7. Special Assessment. There may be established a special assessment for the purpose of repairing or restoring damage or destruction to the Common Areas or other capital improvements as further set forth in Article X or for any other lawful purpose as determined by the Association.

7.8. Computation and Payment of Annual General Assessment. The Annual General Assessment shall be computed and levied in accordance with the budget adopted by the Board pursuant to the Bylaws. Except as provided below, this General Assessment shall be effective as to each Lot on the first day of the Association's fiscal year. Notwithstanding anything to the contrary contained herein, the Annual General Assessment as to each Lot shall commence on the first day of the month following the earlier of the following to occur: (i) 12 months after the date of such Lot being conveyed to an Owner other than a Builder or Declarant; or (ii) upon the initial certificate of occupancy being issued for a Dwelling Unit on such Lot. The initial Annual General Assessment shall be prorated on a monthly basis to the end of the Association's fiscal year, and shall be collected at closing of the conveyance of the Lot from the Builder. So long as there has been no default in payment of the Assessment, it shall be payable in annual installments due on the first day of each fiscal year. The Board shall have the power from time to time to adopt such billing, collection and payment procedures, charges and other payment time schedules, as it deems appropriate. Notwithstanding anything to the contrary contained herein,

no Builder shall be responsible for any application fees and costs, review fees or any other fees, costs, assessments or capital contributions to the Declarant or the Association.

7.9. Allocation of Assessments. The Common Expense Liability of each Lot shall be its portion of the Common Expense. The Common Expense Liability and the Annual General Assessment shall be allocated equally to each Lot. The other Assessments shall be allocated as applicable to the respective Lots and as determined by the Board.

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

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

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

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

7.10.4. Notice of Lien. The Association shall file a notice of lien with the land records of the County and in accordance with the requirement of the Act, if any.

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

7.10.6. Subordination and Mortgagee Protection. Notwithstanding any of the provisions hereof to the contrary, the lien of any Assessment levied pursuant to this Declaration (and any late charges, interest, costs and attorney fees) shall be subordinate to, and shall in no way affect the rights of the holder of a first mortgage made in good faith for value received; provided, however, that such subordination shall apply only to Assessments, or installments thereof, which have become due and payable prior to the date of sale of such Lot pursuant to a foreclosure or the date of a deed in lieu of foreclosure. Such sale or transfer shall not relieve the mortgagee or the purchaser of a Lot at such sale from liability for any Assessments thereafter

becoming due, nor from the lien of any such subsequent Assessment. Mortgagees are not required to collect Assessments on behalf of the Association. Failure to pay Assessments shall not constitute a default under any mortgage insured by FHA/VA.

7.10.7. Extinguishment of the Lien. A lien for unpaid Assessments is extinguished unless proceedings to enforce it are instituted within five (5) years after the full amount of the Assessment becomes due. If an Owner of a Lot or Open Space Lot, as applicable, subject to a lien files a petition for relief under the United States Bankruptcy Code, then the period of time to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay under Section 362 of the Bankruptcy Code is lifted.

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

7.11. Delinquency and Acceleration. Any installment of an Assessment provided for by this Declaration shall become delinquent if not paid on the due date as established by this Declaration or by the Board. With respect to each installment of an Assessment not paid within five (5) days of its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, costs of collection, reasonable attorney fees and interest as reasonably determined by the Association, but not to exceed that permitted by applicable law. Interest shall be calculated from the date of delinquency to the date full payment is received by the Association. If any installment of an Assessment is not paid within thirty (30) days of its due date, the Board may, at its election, declare all of the unpaid balance of the Assessment immediately due and payable without further notice or demand to the Owner. The Association may enforce the collection of the full Assessment and all charges thereon in any manner authorized by law or this Declaration. The filing of any petition for relief pursuant to the United States Bankruptcy Code by an Owner whose Assessment has been accelerated shall operate as a restoration of the Assessment to its prior status as if it has not been accelerated.

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

7.13. Personal Obligation. The Assessments, including fines, if any, payable by each Owner, together with any penalty, interest, costs and reasonable attorney fees shall be the personal obligation of the Owner of the Lot at the time incurred. The personal obligation shall not pass to any successors in title unless expressly assumed by them.

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

7.15. No Waiver of Liability for Common Expenses. No Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Areas or by abandonment of the Lot against which the Assessments are made.

7.16. Declarant Subsidies. It is the intent of the Declarant that the assessments collected pursuant to this Article be sufficient to pay the cost to maintain, repair and replace the Common Areas of the Association. In the event that the capital of the Association is insufficient to cover the cost as set forth in its yearly budget and the Declarant determines in its sole and absolute discretion that it is in the best interests of the Association to subsidize said budget, then any subsidy paid by the Declarant shall be considered a loan to the Association and repaid to the Declarant at such time as the Association has sufficient funds or is turned over to the Owners of the Lots or Open Space Lots, as applicable.

ARTICLE VIII

UPKEEP OF THE PROPERTY

8.1. Lots. Except as specifically provided herein, each and every Lot, its Dwelling Unit and any improvement erected thereon shall be maintained by the Owner in a reasonable manner in accordance with the standard generally prevailing throughout the Property and generally in the County for developments of this nature and, at all times, in accordance with all applicable ordinances, regulations and/or chodes of the Local Authority.

8.2. Common Areas. The Association shall maintain the Common Areas. This maintenance shall include, without limitation, maintenance, repair and replacement of all landscaping and other flora, structures, pathways and improvements situated upon the Common Areas and all personal property used in connection with the operation of the Common Areas.

8.3. Maintenance of Lots by Association. All Lot maintenance or repair shall be the sole responsibility of, and at the sole expense of, the Owner of such Lot; provided that the structural

and exterior portions of the buildings including the roof and gutters thereof, and lawns of the Lots will be maintained by the Association. Notwithstanding anything contained herein to the contrary, the Association shall have no maintenance and repair obligations with respect to any Lot containing a market or model home of a Builder.

8.4. Association's Easement for Maintenance. The Association is hereby granted an easement over the Lots and the Common Areas for the purpose of providing the maintenance and to perform its duties required by this Declaration.

8.5. Association's Right to Maintain. In the event that an Owner shall fail to provide maintenance as required by this Declaration in a manner satisfactory to the Association, and such Owner has failed to comply for ten (10) days after being so notified of such failure and upon being provided an opportunity to be heard concerning such failure, then the Association shall have the right, but not the obligation, through its agents and employees, to enter upon said Lot and repair, maintain and restore the Lot. In the event that such failure poses a material health, safety or security risk, then no notice or hearing need be given. The cost of such maintenance and repair shall be assessed against the subject Lot in accordance with Section 7.4.

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

ARTICLE IX

RESTRICTIONS

9.1. Use and Occupancy. The following restrictions are applicable to all Lots with respect to the use and occupancy thereof and of the Property (as applicable and appropriate). Other restrictions may be set forth in any Supplemental Declaration.

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

9.1.2. Harmful Discharges. There shall be no emissions of dust, sweepings, dirt, cinders, odors, gases or other substances into the atmosphere (other than normal residential chimney emissions), no production, storage or discharge of hazardous wastes on the Property or

discharges of liquid, solid wastes or other harmful matter into the ground or any body of water, if such emission, production, storage or discharge may adversely affect the use or intended use of any portion of the Property or may adversely affect the health, safety or comfort of any person. No waste nor any substance or materials of any kind shall be discharged into any public sewer or the Surface Water Management System serving the Property or any part thereof in violation of any regulation of any public body having jurisdiction over such public sewer, or Surface Water Management System.

9.1.3. Noise. No person shall cause any unreasonably loud noise (except for security devices) anywhere on the Property, nor shall any person permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any person lawfully present on any portion of the Property.

9.1.4. Signs. No signs or flags of any character shall be erected, posted or displayed upon the Property, except: (i) marketing signs installed by the Declarant or any Builder while actively marketing the Lots or Dwelling Units for sale; (ii) street and identification signs installed by the Association or the Declarant; (iii) one temporary real estate sign not to exceed six square feet in area advertising that such Lot is on the market; and (iv) political or small business advertising signs. Any of the foregoing signs will need to comply with the PUD as well as any other applicable laws, ordinances and regulations of the Local Authority.

9.1.5. No Trade or Business. No trade or business of any kind may be conducted in or from any Lot or Dwelling Unit except that an Owner or Occupant of a Lot or Dwelling Unit may conduct such business activity within the Lot or Dwelling Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the Lot or Dwelling Unit; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming on to the Lot who do not reside in the Property; and (d) the business activity is consistent with the residential character of the Property. The terms "business" and "trade" as used in this provision shall be construed to have their ordinary generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether (i) such activity is engaged in full-time or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required thereof. The term "trade" or "business" for purposes of this restriction shall not: (i) include the construction, operation and maintenance of any model home or homes and sales offices by any Builder during reasonable hours; or (ii) be construed in such a manner as to prohibit an Owner from: (a) maintaining his or her personal professional library in a Dwelling Unit; (b) keeping his or her personal business or professional records or accounts in a Dwelling Unit; (c) handling his or her personal business or professional

telephone calls, email or other correspondence from a Dwelling Unit while working remotely; (iv) maintaining a computer or other office equipment within the Dwelling Unit; or (v) utilizing administrative help or meeting with business or professional associates, clients, or customers in the Dwelling Unit. Notwithstanding anything in this Declaration to the contrary, under no circumstances shall there be any signage or other identifying items, including without limitation vehicle wraps, that indicate the residence is a place of business or trade.

9.1.6. Trash. Except in connection with construction activities, no burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials or trash of any other kind shall be permitted on any Lot. No incinerator shall be kept or maintained upon any Lot. The Association will provide for the removal of all trash and recycling materials. All Owners will comply with the trash service requirements set forth in the PUD or otherwise under all applicable laws, ordinances and regulations of the Local Authority.

9.1.7. Parking; Vehicle Repairs. Since the available parking on the Property is limited, Owners and/or their Occupants and/or invitees may only park vehicles in their respective garage and/or driveway. No On-street parking in the private roads and Common Areas of the Subdivision will be permitted unless expressly consented to by Declarant or the Association, and any such on-street parking must be in compliance with the PUD. Except in connection with construction activities, trucks, trailers, campers, recreational vehicles, boats and other large vehicles may be parked on the Property only if in garages. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any portion of the Property. Vehicle repairs and storage of vehicles are permitted on the Property only if in garages. Recreational vehicles and boats may be parked in the driveways for a period not to exceed seventy-two (72) hours for the purpose of cleaning, loading or unloading. It is the intent of this restriction to limit parking in the driveways to personal non-commercial vehicles. For purposes of this Section 9.1.7, the word "truck" shall include and mean every type of motor vehicle other than passenger cars, pick-up trucks which do not exceed 3/4 tons and mini-vans which are used as a principal vehicle by an Owner of a Dwelling Unit or his/her family.

9.1.8. Animals. Subject to rules and regulations that may later be promulgated or adopted by Declarant or the Board, as may be amended from time to time, the maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited on any Lot. The keeping of guide animals and up to three (3) orderly domestic pets (e.g., dogs, cats or caged birds, but specifically excluding pot belly pigs) is permitted. No pets shall be kept or maintained for commercial purposes or for breeding. No external compound cages, kennels or hutches shall be permitted. Any pet causing or creating a serious nuisance and unreasonable disturbance (as defined below) or noise may be permanently removed from the Property upon ten (10) days written notice from the Board. Pets shall not be permitted on the Common Areas unless accompanied by someone who can control the pet and

unless carried or leashed. Any Owner or Occupant who keeps or maintains any pet on any portion of the Property shall be deemed to have indemnified and agreed to hold the Association harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property. All pets which may leave the Dwelling Unit or Lot must be inoculated as required by law. For the purposes of this section, the term "serious nuisance and unreasonable disturbance" shall mean any animal that: (a) damages the property of anyone other than its owner, including the Common Areas; (b) repeatedly intimidates neighbors, pedestrians or passersby by lunging at fences, chasing, or acting aggressively towards such person, unless provoked by such person; (c) makes disturbing noises, including, but not limited to, continued and repeated howling, barking, whining, or other noise which causes unreasonable annoyance, disturbance, or discomfort to neighbors or others; (d) defecates on any public or private property without the consent of the owner of such property, unless the handler of such animal shall have in his or her possession the instruments to clean up after his or her animal and shall remove the animal's feces to a proper trash receptacle; (e) attacks people or other animals, whether such attack results in actual physical harm to the person or animal to whom or at which the attack is directed; (f) cannot be restrained by normal restraints, such as standard leashes, standard chains, or muzzles; or (g) cannot be effectively controlled by its owner or handler.

9.1.9. Outdoor Fires. No outside burning of wood, leaves, trash, garbage or other refuse shall be permitted on any Lot or Open Space Lot, as applicable, except that an outdoor fireplace or temporary or permanent outdoor fire pit is permitted.

9.1.10. Clothes Drying. No outdoor clothes drying apparatus may be placed on any Lot nor shall any clothing or linens be hung outside of the Dwelling Unit.

9.1.11. Outdoor Wood Boilers. Outdoor wood boilers for heating purposes are not permitted on the Property.

9.2. Architectural Restrictions. The following architectural restrictions shall be applicable to all Lots; provided, however, that (unless otherwise provided by applicable law), such architectural restrictions shall not apply to the Declarant or its affiliates until such Lots are conveyed to an Owner (other than Declarant) or a Builder. Other restrictions may be set forth in any Supplemental Declaration. All architectural rules, regulations, standards and guidelines set forth in the Design Guidelines (as defined below), this Declaration, any amendment or Supplemental Declaration shall be complied with by Owner and any Builder. Declarant shall not have any liability whatsoever for any failure to comply with these standards.

9.2.1. Plan Approval. In addition to any required permits from the Local Authority, no structure shall be placed, erected or installed upon any Lot, no construction (which term shall include within its definition staking, clearing, excavation, grading, and other site

work), no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, shrubs or other landscaping shall take place until the requirements of this section have been fully met. Prior to any such activities, the Owner or Builder shall first submit to the Declarant (which for the terms of this section shall include Declarant, the Architectural Review Committee, the Board, if applicable, or any other designee of Declarant, if applicable) in duplicate, plans and drawings, in a one-eighth (1/8) scale or larger, which shall contain, at a minimum:

9.2.1.1. front, rear and side elevations;

9.2.1.2. floor plans showing major dimensions and openings;

9.2.1.3. exterior building material to include color and type of material (vinyl, aluminum, cedar, etc.);

9.2.1.4. exterior trim color;

9.2.1.5. roofing material and color;

9.2.1.6. other materials necessary to illustrate the character of the proposed construction;

9.2.1.7. a statement of the estimated completion dates of all construction and improvements; and

9.2.1.8. other standards set forth within this Declaration (and any amendments hereto) or as may be published by the Board or any Architecture Review Committee.

These requirements also pertain to any alterations and/or additions. The Declarant shall approve, reject or modify such plans in a writing sent to the Owner or Builder in question not more than thirty (30) days after the plans are submitted to the Declarant. The thirty (30) day period shall commence upon execution of a written notice by the Declarant acknowledging receipt of plans and specifications and all information required therewith. The Declarant may review the plans as to the quality of workmanship and design and harmony of external structures with existing structures and as to location in relation to surrounding structures, topography and finish grade elevation, provided, however, that the Declarant shall not unreasonably withhold approval of any plans that conform in every way with the Declaration and with the general character of the development on neighboring Lots within the Property. If the Declarant fails to approve, reject, or modify the plans within the thirty (30) day period, the Declarant's approval shall be deemed to have been given, and no further permission shall be needed before the

improvements described in such plans may be constructed or installed. However, in no event shall any improvements be constructed or installed that violate any terms of this Declaration.

9.2.2. Design Guidelines. Subject to the terms of the PUD, the Declarant and/or the Association may prepare and, on behalf of itself and the Association, shall promulgate design and development guidelines governing construction within the Property, which shall include application and review procedures to be followed in submitting an application for approval hereunder ("Design Guidelines"). The Design Guidelines shall be those of the Association, and the Declarant and/or the Association shall have sole and full authority to modify and to amend them from time to time without the consent of any Owner. The Declarant and/or the Association shall make the Design Guidelines available to Builders and Owners who seek to engage in construction upon all or any portion of the Property.

9.2.3. Declarant's Plan Approval Period. Declarant's right of plan approval shall exist for as long as Declarant owns any Lot in the Property. Declarant's right of plan approval shall include any alterations to existing Lots or Dwelling Units and/or items requiring prior approval by this Declaration. In any items or matters that are discretionary, the Declarant's decision shall be conclusive upon all parties.

9.2.4. Declarant's Control of New Construction. The Declarant shall have exclusive control of new construction within the Property. No provision of this Declaration or the Design Guidelines, as the same relates to new construction, may be modified without Declarant's consent and, at all times, in conformance with all applicable ordinances, regulations, and/or codes of the Local Authority including but not limited to the PUD.

9.2.5. Board's Right of Plan Approval. After Declarant's right of plan approval has expired pursuant to paragraph 9.2.3 above or earlier by express written assignment or delegation from Declarant, the Board shall be responsible for plan approval. As such, Declarant may assign its right of plan approval or any portion thereof, to the Board. Further, the Board thereafter may delegate such right of plan approval to an Architectural Review Committee.

9.2.6. Design Review by Local Authority. In addition to review by the Declarant or the Board, site improvements such as fences, decks, patios, sidewalks, landscape islands, planting beds and similar items shall be reviewed by the chief building official (or other applicable authority) in accordance with the PUD or any other applicable laws, ordinances and regulations of the Local Authority and approved under such procedures of the Local Authority.

9.2.7. No Liability. Each Owner and Builder is responsible to insure that all construction or any modifications, are in compliance with the Design Guidelines, this Declaration and applicable law. Neither the Declarant, the Board, the Association or any

Director shall have any liability for any damage, loss or prejudice suffered or claimed due to: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; or (b) the construction or performance of any work whether or not pursuant to approved plans, drawings, and specifications.

9.2.8. Dwelling Type. Except as may otherwise be permitted by the terms and conditions of Section 9.2 (included permitted accessory structures under Section 9.2.24), no building shall be erected, altered, placed or be permitted to remain on any Lot other than a single-family Dwelling Unit inclusive of a garage for at least one car.

9.2.9. Intentionally Deleted.

9.2.10. Roof Requirements. The roof and gables of each Dwelling Unit shall in accordance with the Design Guidelines.

9.2.11. Set Back, Minimum Elevation and Yard Requirements. All Dwelling Units shall be located in accordance with the building set back lines, minimum basement elevation and yard requirements as shown on the Record Plat and as required by the Local Authority and any other applicable authority. Any such building shall face toward the front line of the Lot except that Dwelling Units to be constructed on corner Lots or on other lots, as expressly approved by the Declarant, may face in such direction so approved by the Declarant.

9.2.12. Front Yards and Driveways. Front yards shall be landscaped as soon after completion of the Dwelling Unit as is practical. All driveways for a Dwelling Unit located on a Lot shall be paved with concrete, brick, asphalt or paving stones within one (1) year or less after construction of a Dwelling Unit starts.

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

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

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

9.2.16. Radio and Television Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio, satellite or other

signals of any kind shall be placed, allowed, or maintained upon any portion of the Property, including any Dwelling Unit, without the prior written approval as provided in Section 9.2.1, and in accordance with the Guidelines established by the Declarant or the Board and all applicable ordinances, regulations and codes of the Local Authority. Nothing herein shall be construed so as to be in conflict with current Federal Communications Commission's rules and regulations for antennas. Notwithstanding the above to the contrary, only one satellite or microwave dish may be installed. The location and screening of the satellite or microwave dish must be approved in writing by the Declarant or the Board, as applicable, prior to installation.

9.2.17. Air Conditioning, Heat Pump Equipment and Outer Panels. Air-conditioning and heating equipment should be located on the side or the rear of the Lot. If the Association permits the installation of any solar panels on a Lot, such installation shall remain subject to all applicable ordinances, regulations and codes of the Local Authority.

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

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

9.2.20. Mailboxes. Individual or cluster mailboxes will be located within the community as approved by and at the discretion of the Declarant (until the Declarant Control Period expires and then at the discretion of the Association).

9.2.21. Intentionally Deleted.

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

9.2.23. Fences. No fence of any sort may be erected unless and until prior written approval is obtained from the Declarant or the Board, as applicable, as well as by the Local Authority under any applicable laws, ordinances and regulations. Invisible pet fences are permitted without prior approval, provided the same are permitted under any applicable ordinances, regulations, and codes of the Local Authority.

9.2.24. Other Structures. No storage sheds, accessory buildings, or free-standing secondary structures whatsoever are permitted without the prior approval of the Declarant or the Board.

9.2.25. Pools and Spas. No swimming pools or spas shall be permitted without prior approval in accordance with Section 9.2 of the Declaration.

9.2.26. Lawn Accessories. Stationary or installed play equipment, such as swing sets, jungle gyms and sandboxes shall be permitted only with prior approval and in accordance with the Design Guidelines. No bird baths, bird houses, frog ponds, lawn sculptures or similar types of accessories and lawn furnishings, sand boxes or other miscellaneous gardening or lawn structures shall be permitted without prior written approval of the Declaration of the of the Board.

9.2.27. Gardens. Small vegetable and fruit gardens shall be permitted in the rear yard with prior approval of the Declaration of the Board. No agricultural or farming activity for commercial purposes shall be permitted. Additional landscaping may be installed with prior approval in accordance with Section 9.2 of the Declaration.

9.2.28. Completion. Construction of a Dwelling Unit on any Lot shall be completed within twelve (12) months from and after the date construction is started.

9.2.29. Lot Maintenance. Except as specifically provided herein, it shall be the responsibility of each Owner of a Lot to prevent the accumulation of litter, trash, packing crates, or any other accumulations which shall create an unkempt condition of the buildings or grounds on a Lot and/or which shall otherwise tend to substantially decrease the beauty of the Property as a whole or the specific area. No loose trash will be permitted to be strewn about the Property at any time. Except during garbage collection hours or construction, garbage containers shall be kept at the side of a Dwelling Unit or out of sight from public view. All personal use items shall be stored inside when not in use. These items include, but are not limited to, yard tools, sprinklers, wheel barrows and children's toys which would create a nuisance for the community. All improvements on the Lot shall be kept within reasonable neighborhood standards as determined by the Declarant or the Board. During construction, each Owner and Builder shall be responsible for keeping the streets and adjacent Lots clean and free of debris. Except as provided herein, the Declarant shall have the right to assess an Owner or Builder for the cost of mowing or clean up in the event that the Owner or Builder fails to do so. Owners and Builders shall be responsible for all costs incurred to repair or replace damaged curbs and/or gutters along the front of the Owner's or Builder's Lot resulting from construction vehicles or any negligence during the construction of the Dwelling Unit.

9.2.30. Exterior House Lighting. Except with respect to low voltage lighting, all exterior lighting attached to the Dwelling Unit must be approved by the Declarant or the Board, as applicable, in accordance with Section 9.2 of this Declaration and must not result in excessive glare nor interfere with the privacy of nearby Dwelling Units.

9.2.31. Exterior Speakers. Volume emitting from any exterior speakers must be kept to a minimum. Volume from any such speakers must not be audible from adjacent Lots or streets.

9.2.32. Play Equipment. Swing sets, basketball sets, trampolines and similar outdoor play structures, equipment, and sports equipment: must be approved by the Declarant or the Board, as applicable in accordance with Section 9.2 of this Declaration.

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

9.3.1. Actions. The Board may take any or all of the following actions:

9.3.1.1. levy a fine against the Builder, Owner or Occupant, which shall also be an Individual Assessment under Section 7.4.

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

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

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

9.3.1.5. if any Assessment, or portion or installment thereof, remains unpaid for thirty (30) days after it becomes due and payable, then the Board may suspend the delinquent Owner's voting rights upon Association matters and the Owner's or Occupant's privileges to use one or more of the Common Areas, if any, except for necessary ingress and egress to the Owner's Lot and the same shall be suspended until such Assessment is paid.

9.3.2. Notice and Opportunity to be Heard. Prior to any action, the Board shall give the Builder, Owner and/or Occupant reasonable notice of the violation and an opportunity to be

heard in accordance with the notice provisions set forth in Article VII and the Bylaws. Such notice and opportunity shall not be required in emergency situations or for repeated or continuing violations.

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

9.4 Variances. In order to avoid unnecessary hardship and/or to overcome practical difficulties in the application of certain provisions of the Declaration, the Association shall have the authority to grant reasonable variances from the provisions of Sections 9.1 and 9.2. Additionally, so long as Declarant owns one or more Lots on the Property, the Declarant, may grant reasonable variances from the provisions of Sections 9.1 or 9.2. 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 9.4 shall constitute a waiver of any provision of the Declaration as applied to any other part of the Property or other party and no variance may be granted to permit something 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.

9.5 No Liability. Each Owner and Builder are responsible to insure that all construction or any modifications, are in compliance with the restrictions and approved plans. If the Developer or the Association have acted in good faith on the basis of such information possessed by them, neither the Developer, the Association or Board Member shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed due to: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; or (b) the construction performance of any work whether or not pursuant to approved plans, drawings, and specifications.

ARTICLE X

INSURANCE AND CASUALTY LOSSES

10.1. Casualty Insurance. The Association's Board of Directors, or its duly authorized agent shall have the authority to and shall obtain blanket "all-risk" property insurance, if reasonably available, for all insurable improvements on the Common Areas and such other property as the Association is obligated to maintain and insure. If blanket "all-risk" coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. The face amount of such insurance shall be sufficient to cover the full replacement

cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

10.2. Liability Insurance. The Board shall also obtain a public liability policy covering the Common Areas, insuring the Association and its Members for all damage or injury caused by the negligence of the Association, any of its Members, employees or agents, or any other person who has a right to occupy a Dwelling Unit. The public liability policy shall have at least a One Million ($1,000,000.00) Dollar single person limit as respects bodily injury and property damage, a One Million ($1,000,000.00) Dollar limit per occurrence, if reasonably available, and a Three Hundred Thousand ($300,000.00) Dollar minimum property damage limit.

10.3. Premiums. Premiums for all insurance on the Common Areas shall be a Common Expense of the Association. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the coverage required hereunder. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

10.4. Specifications. All insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for the respective benefited parties, as further identified below. Such insurance shall be governed by the provisions hereinafter set forth:

10.4.1. All policies shall be written with a company authorized to do business in Ohio which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating which is available.

10.4.2. All policies on the Common Areas shall be for the benefit of the Association and its Members, and their Mortgagees, as their interests may appear.

10.4.3. Exclusive authority to adjust losses under policies obtained by the Association on the Property shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

10.4.4. In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.

10.4.5. All property insurance policies shall have an inflation guard endorsement, if reasonably available, and, if the policy contains a co-insurance clause, it shall also have an

agreed amount endorsement. The Association shall arrange for an annual review of the sufficiency of insurance coverage by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Hamilton County, Ohio area.

10.5. Additional Specifications. The Association's Board of Directors shall be required to use reasonable efforts to secure insurance policies that will provide the following:

10.5.1. a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, officers, employees and manager, the Owners and Occupants of Units, and their respective tenants, servants, agents, and guests;

10.5.2. a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

10.5.3. a statement that no policy may be canceled, invalidated, suspended, or subject to nonrenewal on account of any one or more individual Owners;

10.5.4. a statement that no policy may be canceled, invalidated, suspended, or subject to nonrenewal on account of any curable defect or violation without prior demand in writing delivered to the Association to cure the defect or violation and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or Mortgagee;

10.5.5. a statement that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

10.5.6. a statement that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non-renewal.

10.6. Other Insurance. In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, worker's compensation coverage, if and to the extent required by law, Directors' and officers' liability coverage, if reasonably available, fidelity coverage on Directors, officers, employees, and other Persons handling or responsible for the Association's funds, and flood insurance, if reasonably available. The amount of fidelity coverage shall be determined in the Directors' best business judgment but, if reasonably available, may not be less than one-sixth (l/6) of the Annual General Assessments on all Lots plus reserves on hand. Such coverage shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

10.7. Individual Insurance. Each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk property insurance on the Lot; the Dwelling Unit and structures associated therewith. Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of structures comprising his or her Unit, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Lot of all debris and ruins and thereafter the Owner shall maintain the Lot in a neat and attractive, landscaped condition consistent with the standard prevailing in the neighborhood. Each Owner shall be required to provide evidence of such insurance upon request of the Association. This individual insurance requirement may be supplemented or modified in a Supplemental Declaration.

10.8. Damage and Destruction.

10.8.1. Immediately after damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Property to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

10.8.2. Any damage or destruction to the Common Areas shall be repaired or reconstructed unless the Owners representing at least seventy-five (75%) percent of the total votes of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If, for any reason, either the amount of the insurance proceeds to be paid as a result of such damage or destruction or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such funds or information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Areas shall be repaired or reconstructed.

10.8.3. In the event that it should be determined in the manner described above that the damage or destruction to the Common Areas shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Property shall be cleared of all debris and ruins and maintained by the Association, or the

Owners, as applicable, in a neat and attractive, landscaped condition consistent with the standards prevailing in the neighborhood.

10.9. Disbursement of Proceeds. If the damage or destruction for which the proceeds of insurance policies held by the Association are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s), as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

10.10. Repair and Reconstruction. If the damage or destruction to the Common Areas for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Owners, levy a special assessment against the Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

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

ARTICLE XI
CONDEMNATION

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

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

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

ARTICLE XII

DEVELOPMENT RIGHTS

12.1. Completion of Development. The Declarant reserves the rights, and assumes the obligation, to take any action reasonably necessary to complete the development without consent of the Owners at any time during the Development Period; provided at all times that such development is in accordance with the PUD.

12.2. Annexation of Additional Property. Declarant reserves the right, without the consent of the Association or the Owners, to annex all or any portion of any Additional Property to the terms of this Declaration at any time during the Development Period. The Annexation shall be accomplished by the filing of a Supplemental Declaration identifying the Additional Property, the Lot(s) or Open Space Lots and the Common Area, in accordance with and subject to the following provisions. Notwithstanding the foregoing, no annexation shall be permitted unless in accordance with the PUD, amendments thereto and any other applicable laws, ordinances and regulations of the Local Authority.

12.2.1. Annexation Without Approval of Owners. Declarant shall have the unilateral right, privilege, and option, from time to time at any time during the Development Period, to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the Additional Property. Such annexation shall be accomplished by filing in the public records of Hamilton County, Ohio, a Supplemental Declaration encumbering such property. Such Supplemental Declaration shall not require the consent of Owners. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other person the right, privilege, and option to annex Additional Property which is herein reserved to

Declarant, provided that such transferee or assignee shall be the developer of at least a portion of the Additional Property and that such transfer is memorialized in a written, recorded instrument executed by the Declarant.

12.2.2. Annexation with Approval of Owners. Subject to the consent of the owner thereof, the Association may annex real property other than the Additional Property, and, following the expiration of the right in Section 12.2.1, any Additional Property, to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of Members representing a majority of the votes entitled to be cast by the Owners (other than those held by Declarant) present, in person or by proxy, at a meeting duly called for such purpose and of the Declarant, so long as Declarant owns property subject to this Declaration or which may become subject hereto in accordance with Section 12.2.1 of this Article.

12.2.3. Procedure for Annexation. Annexation with approval of the Owners shall be accomplished by filing of record in the public records of Hamilton County, Ohio, a Supplemental Declaration describing the property being annexed. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the owner of the property being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein. The relevant provisions of the Bylaws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and the proper form of notice of any meeting called for the purpose of considering annexation of property pursuant to this Section and to ascertain the presence of a quorum at such meeting.

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

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

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

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

12.5.1. Easements for drainage and all utilities as shown on the Record Plat.

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

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

12.5.4. An easement for ingress, egress, drainage and all utilities over the Common Areas and the right to convey those easements to others.

12.6. Assignment of Development Rights. The Declarant reserves the right to assign any or all of its Development Rights to any person or entity for the purpose of further development and improvement of the Property; provided that such Development Rights will, at all times, remain subject to the PUD. Any changes to the PUD must be approved by the Local Authority.

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

ARTICLE XIII

SPECIAL DECLARANT RIGHTS

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

13.2. Signs and Marketing. The Declarant reserves the right for itself and any Builder to post signs and displays in the Property to promote sales of Lots, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Owners; provided, however, that Declarant and any Builder shall have the absolute right to place and maintain signage for the purposes of identifying and marketing their Lots or Dwelling Units. Said signs shall include but not be limited to: one (1) six foot by nine foot (6' x 9') entrance sign, two (2) four foot by eight foot (4' x 8') signs on the main road frontage, several two foot by three foot (2' x 3') directional signs through the neighborhood, and one (1) two foot by three foot (2' x 3') for sale signs in front of any Dwelling Unit or Lot owned or marketed by the Declarant or Builder, up to four (4) six foot (6') vertical single pole banner flags through the neighborhood, several two foot by four foot (2' x 4') open house signs through the neighborhood. All such signs under this Section 13.2 shall only be permitted on the Property in compliance with the PUD and any other applicable laws, ordinances and regulations of the Local Authority.

13.3. Control of the Association.

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

13.3.1.1. The time at which one hundred percent (100%) of the Lots have been conveyed to Owners other than Declarant or any Builder; or

13.3.1.2. such other date as Declarant, in its sole and absolute discretion, determines.

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

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

13.5. Right to Amend Documents. Notwithstanding anything to the contrary herein, and prior to the end of the Declarant Control Period, this Declaration may be amended at any time without the vote or approval of the Owners, the Association, the Board, or the Design Review Committee, if any, by a written instrument executed by the Declarant for the purpose of eliminating or correcting any typographical or other inadvertent error herein; eliminating or resolving any ambiguity herein; making nominal changes; clarifying Declarant's original intent; making other changes in Declarant's reasonable discretion; and making any change necessary or desirable to meet the requirements of any institutional lender, the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, title insurer, or any other agency which may insure or purchase loans on a Lot or to the extent reasonably necessary to enable Declarant to meet any other reasonable need or requirement in order to complete the development of the Property and to facilitate the making and marketing of first mortgages upon any of the Lots. No such amendment, however, shall materially and adversely affect any Owner's use of their Lot nor their interest in the Association or the Common Areas. 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 by Declarant as provided in the immediately preceding sentence. All such Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by a Declarant to be necessary or proper to effectuate the provisions of this paragraph.

13.6. Temporary Construction Easement. The Declarant reserves for itself and any Builder a temporary construction easement of five (5) feet around the boundary of each Lot in order to facilitate grading, drainage, 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.

13.7. Declarant's Rights. Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the Bylaws may be transferred to other persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration or in the Bylaws, as applicable. Nothing in this Declaration shall be construed to require the Declarant or any transferee to develop any of the property adjacent to or contiguous with the Property. Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction and initial sales of Lots and/or Dwelling Units shall continue, it shall be expressly permissible for the Declarant and Builders to maintain and carry on upon portions of the Common Areas and public or private streets such facilities and activities as, in the sole option of the Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Lots and/or Dwelling Units, including, but not limited to business offices, signs, model units, sales offices, and rental units. The Declarant and Builders authorized by Declarant shall have easements for access to and use of such facilities as well as vehicular access for construction along public streets. The right to maintain and carry on such facilities and activities shall include specifically, without limitation, the right to Lots and/or Dwelling Units owned by the Declarant and any common area or other facilities which may be owned by the Association, as models, sales offices, or rental units. In addition, notwithstanding any contrary provision of this Declaration, the Bylaws, or any Association rules, the Declarant shall have the right to replat or revise the recorded plats relating to any portion of the Property without the consent of any Owner other than the Owner(s) of the Lots in which the boundaries are altered. So long as Declarant owns any land within the Property, Declarant may, without the express written consent of any Owner, the Board, the Association or any design review committee, include in any contract or deed hereafter executed covering all or any portion of the Property, any additional covenants or restrictions applicable to such lands, so long as they are consistent with and do not lower the standards set forth in this Declaration and do not violate any covenants or restrictions then in effect and recorded against the Property. So long as the Declarant continues to have rights under this Article, no person or entity shall record any declaration of covenants, conditions and restrictions, or similar instrument affecting any portion of the Property without Declarant's review and written consent. Any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or similar instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the public records.

13.8. Easements to Serve Additional Property. The Declarant and its duly authorized agents, representatives, and employees, as well as its successors, assigns, licensees and mortgagees, shall have and there is hereby reserved an easement over the Common Areas for the purposes of enjoyment, use, access and development of the Additional Property, whether or not such Additional Property is made subject to this Declaration, which easement includes, but is not limited to a right of ingress and egress over the Common Areas for construction of roads and for tying in and installation of utilities on the Additional Property. Declarant agrees that it, its successors or assigns, shall be responsible for any damage caused to the Common Areas as a

result of vehicular traffic connected with the development of the Additional Property. Declarant further agrees that if the easement is exercised for permanent access to the Additional Property and such Additional Property or any portion thereof is not made subject to this Declaration, the Declarant, its successors, or assigns shall enter into a reasonable agreement with the Association to share the cost of maintenance of any access roadway, sidewalks, pathways, lighting, and irrigation serving the Additional Property. Such agreement shall provide for sharing of costs based on the ratio which the number of residential dwellings on that portion of the Additional Property which is served by the easement and is not made subject to this Declaration bears to the total number of residential dwellings within the Properties and on such portion of the Additional Property.

ARTICLE XIV

DURATION, AMENDMENT AND TERMINATION

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

14.2. Amendment. Except as otherwise provided herein, prior to the end of the Declarant Control Period, any provision of this Declaration may be amended in whole or in part by a recorded instrument executed by Declarant (a) without the approval of any other party for any matters consistent with Section 13.5 above or (b) as approved by the Owners of at least seventy-five percent (75%) of all Lots so long as no such amendment shall (i) impair or terminate any of the rights of Declarant hereunder or (ii) materially and adversely affect the Lots owned by Declarant, unless Declarant consents, in writing, to such amendments or termination.

14.2.1. Except as provided in this Section 14.2, after the end of the Declarant Control Period, any provision of this Declaration may be amended in whole or in part by a recorded instrument approved by the Owners of at least seventy-five percent (75%) of all Lots.

14.2.2. Prior to the end of the Declarant Control Period, and subject to Section 13.5 and Section 14.2 above, all amendments shall be executed by the Declarant, and any Builder, if required, and shall be executed by a duly elected officer of the Association. After the end of the Declarant Control Period, all amendments shall be executed by a duly elected officer of the Association. Any such amendment shall certify that the proper notices were sent and that the requisite vote was obtained. amendments need not be signed by the Owners.

14.3. Nonliability of Declarant. Declarant, the Board, the officers, and their successors or assigns shall not be liable for any claim whatsoever arising out of or by reason of the exercise of discretion or authority (or its decision not to exercise such discretion or authority) pursuant to this Declaration, the Bylaws or any additional rules and regulations promulgated or adopted by the Association or the Board, whether or not the claims shall be asserted by any Owner or the Association, or any person or entity claiming through any of them; or shall be on account of injury to person or damage to or loss of property wherever located and however caused.

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

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

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

ARTICLE XIV

MISCELLANEOUS

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

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

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

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

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

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

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

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

[SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, the MIAMI RUN JV, LLC has caused this Declaration to be signed this 12 day of December 2022.

MIAMI RUN JV, LLC
an Ohio limited liability company

By: _____ MANAGER
Print Name: Justin Doyle
Title: Manger

This is an acknowledgment certificate; no oath or affirmation was administered to the signer with regard to this notarial act.

STATE OF OHIO)
) **ss:**
COUNTY OF WARREN)

The foregoing instrument was acknowledged before me, this 12 day of December 2022, by Justin Doyle, a Manager of MIAMI RUN JV, LLC, an Ohio limited liability company, on behalf of the company.

_____
Notary Public

NOTARIAL SEAL STATE OF OHIO

KRISTA D SCHULZ
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
01-11-2023

EXHIBIT A

Situate in Section 9, Town 4, Fraction Range 2, M.Rs, Columbia Township, Village of Mariemont, Hamilton County, Ohio and being all of Lots 1-19, inclusive, and Common Area A of Sanctuary Cove, as the same are delineated upon the recorded plat thereof in Plat Book 495, Pages 21 - 24 of the Hamilton County, Ohio Recorder's Office.

EXHIBIT B

CODE OF REGULATIONS/BYLAWS
FOR
SANCTUARY COVE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
GENERAL

SECTION 1. Name and Nature of the Association. The name of the Association shall be Sanctuary Cove Homeowners Association, Inc. and shall be an Ohio nonprofit corporation.

SECTION 2. Membership. Each owner upon acquisition of title to a Lot shall automatically become a member of the Association (a "Member"). Such Membership shall terminate upon the sale or other disposition by such Member of his or her Lot ownership, at which time the new Owner of such Lot shall automatically become a Member of the Association.

SECTION 3. Definitions. The terms used in this Bylaws shall have the same meaning as set forth in the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements (the "Declaration") recorded with the public records of Hamilton County, Ohio (the "County"), unless the context shall prohibit.

ARTICLE II
MEETINGS OF MEMBERS

SECTION 1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either in the County or as convenient thereto as possible and practical.

SECTION 2. Annual Meetings. The first meeting of the Members, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. The next annual meeting shall be set by the Board so as to occur no later than thirty (30) days before the close of the Association's fiscal year. Subsequent annual meetings of the Members shall be held within thirty (30) days of the same day of the same month of each year thereafter at an hour set by the Board. The annual meeting of the Members shall be held at a date and time as set by the Board.

SECTION 3. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call special meetings of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or a written petition

signed by at least twenty-five percent (25%) of the total votes of the Association. The notice of special meetings shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at special meetings except as stated in the notice.

SECTION 4. Notice of Meetings. It shall be the duty of the Secretary to mail or cause to be delivered to the Owner of record of each Lot a notice of each annual or special meetings of the Association stating the purpose of the special meetings, as well as the time and place where it is to be held. If an Owner wishes notice to be given at an address other than his or her Lot, he or she shall designate such address by written notice to the Secretary. The mailing or delivering of a notice of a meeting in the manner provided in this Section shall be considered service of notice. Notices shall be served not less than ten (10) nor more than sixty (60) days before a meeting.

SECTION 5. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after the holding of such meeting. Attendance of any Member at any meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him or her of such meeting.

SECTION 6. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place of the adjourned meeting are not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for regular meetings. Those present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken shall be approved by at least a majority of Members required to constitute a quorum.

SECTION 7. Voting Rights. Each Lot shall have one vote subject to Section 9.3.1.5 of the Declaration. If only one of several Owners for a Lot is present at a meeting of the Association, that Owner is entitled to cast the vote allocated to that Lot. If more than one of the Owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any one of the Owners casts a vote allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. The Association may adopt rules regarding deadlocks. No votes allocated to a Lot owned by the Association may be cast. Voting at elections and votes on other matters may be conducted by mail.

SECTION 8. Proxies. A vote allocated to a Lot may be cast pursuant to a proxy duly executed by an Owner. If a Lot is owned by more than one person, each Owner of the Lot may vote or register protest to the casting of votes by the Owners of a Lot through a duly executed proxy. An Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Except as hereinafter provided, a proxy shall terminate one year after its date, unless it specifies a shorter time. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering the Lot, its presentation to the Board of a copy of the mortgage shall be notice of the proxy designation, and if the mortgage so states, of the irrevocability of that designation. Written notice to the Board or notice in a meeting of a revocation of a proxy designation shall not affect any vote or act previously taken. Each proxy shall automatically cease upon conveyance of the Lot.

SECTION 9. Majority of Owners. As used in this Bylaws, the term majority shall mean those votes, Owners, Members or other group as the context may indicate totaling more than fifty percent (50%) of the total number.

SECTION 10. Quorum. Except as otherwise provided in these Bylaws or in the Declaration, those Members present in person or by proxy shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

SECTION 11. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in the minute book all resolutions adopted, as well as a record of all transactions occurring thereat.

SECTION 12. Action Without A Meeting. Any action which may be authorized or taken at a meeting of the members, except the election of Board members, may be authorized or taken without a meeting with the affirmative vote or approval, and in writing or writings signed by not less than a majority of the Members. Any such writing shall be entered into the minute book of the Association.

ARTICLE III
BOARD OF DIRECTORS

SECTION 1. Governing Body. Except as otherwise provided by law, the Articles of Incorporation, the Declaration or these Bylaws, all of the authority of the Association shall be exercised by or under the direction of the Board of Directors.

SECTION 2. Number and Qualification of Directors. The initial Board of Directors in the Association shall consist of three (3) persons and shall be those named in the Articles of Incorporation or other such person or persons as may be substituted by the Declarant pursuant to Article XIII, Section 13.3 of the Declaration. At such time as the Owners other than

the Declarant, are entitled to elect all members of the Board, the Board of Directors shall be expanded to consist of five (5) persons. Except those appointed by the Declarant, all Directors must be Owners. The spouse of an Owner is qualified to act as a Director if both the Owner and the spouse occupy the Lot. No person and his or her spouse may serve on the Board at the same time.

SECTION 3. Nomination of Directors. Except for Directors selected by the Declarant, nominations for election of the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board at each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine but in no event less than the number of vacancies or terms to be filled. Nominations shall be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

SECTION 4. Election of Directors. The Directors shall be elected at each annual meeting of the Members of the Association or at a special meeting called for the purpose of electing Directors. At a meeting of Members of the Association at which Directors are to be elected, only persons nominated as candidates shall be eligible for election as Directors and the candidates receiving the greatest number of votes shall be elected. The Board may adopt rules regarding nominations and procedure for elections. Election to the Board shall be by secret written ballot and at such elections, the Members or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration.

SECTION 5. Term of Office; Resignations. Except for those Directors appointed by the Declarant, each Director shall hold office for a term of two (2) years and until his or her successor is elected, or until his or her earlier resignation, removal from office, or death. It is intended by these Bylaws that the terms of the Directors shall be staggered with three (3) Directors being elected in odd numbered years and two (2) Directors being elected in even numbered years. The initial terms of the Directors elected by the Owners shall be adjusted to carry out this intent. Any Director may resign at any time by oral statement to that effect made at a meeting of the Board of Directors or in writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the Director may specify. In the event of death or resignation of a Director, his or her successor shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of the predecessor.

SECTION 6. Compensation. Members of the Board of Directors shall serve without compensation, except that they may be reimbursed for actual expenses incurred on behalf of the Association.

SECTION 7. Removal of Directors. Except for those appointed by the Declarant, at any regular or special meeting of the Association duly called, any one or more of the members of the Board of Directors may be removed, with or without cause, by a majority vote of the Members, and a successor may then and there be elected to fill the vacancy thus created. A Director whose removal has been proposed shall be given at least ten (10) days' notice of the calling of the meeting and the purposes thereof and shall be given an opportunity to be heard at the meeting. Additionally, any Director who has three (3) unexcused absences from Board meetings or who is delinquent in payment of an Assessment for more than twenty (20) days may be removed by a majority vote of the Directors at meeting, a quorum being present.

SECTION 8. Organization Meetings. The first meeting of the Board of Directors following each annual meeting of the Members shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

SECTION 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year with at least one (1) per every two calendar quarters.

SECTION 10. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President or Secretary of the Association, or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered.

SECTION 11. Notice of Meetings; Waiver. Notice of the time and place of each meeting of the Directors, whether regular or special, shall be given to each Director at least seventy-two (72) hours before the time set for the meeting. Waiver of notice of meetings of the Directors shall be deemed the equivalent of proper notice. Any Director may, in writing, waive notice of any meeting of the Board, either before or after the holding of such meeting. Such writing shall be entered into the minutes of the meeting. Attendance of any Director at any meeting without protesting, prior to or at the commencement of at the meeting, the lack of proper notice shall be deemed to be a waiver by him or her of notice of such meeting.

SECTION 12. Quorum of the Board of Directors. At all meetings of the Board of Directors, a majority of the Directors (in attendance in person, by proxy or via electronic means where each Board member can be identified as such) shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of the Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. Notice of adjournment of a meeting need not be given if the time and place to which it is adjourned are fixed and announced at such meeting. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted.

SECTION 13. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep the minutes of the meeting and record in the minute book all resolutions adopted, as well as a record of all transaction occurring thereat.

SECTION 14. Open Meetings. All meetings of the Board of Directors shall be open to all Members of the Association, but Members other than the Directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board.

SECTION 15. Executive Session. The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, or orders of business of similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

SECTION 16. Action Without A Meeting. Any action which may be authorized or taken at a meeting of the Board of Directors may be authorized or taken without a meeting with the affirmative vote or approval, and in writing or writings signed by all the Directors. Any such writing shall be entered into the minute book of the Association. An explanation of the action taken shall be posted at a prominent place or places within the Property within three (3) days after written consents of all the Board members have been obtained.

SECTION 17. Voting By Directors. A Director who is present at a meeting of the Board or any committee meeting when corporate action is taken shall be deemed to have assented to the action taken unless:

a) He or she objects at the beginning of the meeting (or promptly upon arrival) to holding it or transacting business at the meeting;

b) His or her dissent or abstention from the action taken is entered in the minutes of the meeting; or

c) He or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the Association immediately after adjournment of the meeting. This right of dissent or abstention shall not be available to a Director who votes in favor of the action taken.

ARTICLE IV
OFFICERS

SECTION 1. Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer. The Board of Directors may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among members of the Board of Directors.

SECTION 2. Election; Term of Office; Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board following each annual meeting of the Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board for the unexpired portion of the term.

SECTION 3. Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby.

SECTION 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board. The President shall be the chief executive officer of the Association. The Treasurer shall have the primary responsibility for the preparation of the budget and may delegate all or part of the preparation and notification duties to a finance committee, management agent or both.

SECTION 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE V
COMMITTEES

SECTION 1. General. Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed as required by law and operate in accordance with the terms of the resolution of the Board designating such committee or with rules adopted by the Board and to the full extent permitted by law.

SECTION 2. Executive Committee. The Board of Directors may, by resolution adopted or signed by all of the Directors, appoint an Executive Committee to consist of three (3) Directors. The Board may delegate any or all of its duties to such committee. Any resolution or writing appointing such committee must acknowledge the responsibility of all of the Directors for the operation and administration of the Association.

SECTION 3. Design Review Committee. The Board of Directors may appoint a Design Review Committee which shall be responsible for any plan approval delegated to the Board in accordance with Article IX of the Declaration. In addition, the committee shall develop and promulgate architectural standards and guidelines with respect to those matters that are within the Association's authority to regulate.

ARTICLE VI
DETERMINATION AND PAYMENT OF ASSESSMENTS

SECTION 1. Adoption of Budget. It shall be the duty of the Board to prepare and adopt a budget covering the estimated Common Expenses and the various neighborhood expenses of the Association for the coming fiscal year. The budget shall also include a capital contribution or reserve in accordance with a capital budget separately prepared. After adoption of the budget, the Board shall cause the summary of the budget and the Assessments to be levied against each Lot for the following year to be delivered to each Owner. Such summary shall be delivered at least thirty (30) days prior to the start of the fiscal year. The budget and Assessments shall take effect on the first day of the fiscal year.

SECTION 2. Capital Budget and Contribution. The Board shall annually prepare a capital budget, which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect to both amount and timing by annual assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and assessment, as provided in Section 1 of this Article. A copy of the capital budget shall be distributed to each Owner in the same manner as the operating budget.

SECTION 3. Failure to Adopt Budget. The failure or delay of the Board to adopt a budget as provided herein shall not constitute a waiver or release of the obligation of an Owner to pay the Assessments. In such event, the Assessments based upon the budget last adopted shall continue until such time as the Board adopts a new budget.

SECTION 4. Computation of Assessments. The Assessments for Common Expenses for each Lot shall be determined in accordance with the operating budget and the

capital contribution budget as they apply to the various Lots. Unless otherwise determined by the Board, all Assessments shall be charged on an annual basis.

SECTION 5. Payment, Delinquency and Acceleration. Unless otherwise determined by the Board, all Assessments shall be payable annually. Any installment of an Assessment shall become delinquent if not paid on the due date as established by the Board. With respect to each installment of an Assessment not paid within five (5) days after its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, together with interest at the rate as reasonably determined by the Board calculated from the date of delinquency to and including the date full payment is received by the Association. If any installment of an Assessment is not paid within thirty (30) days after its due date, the Board may, at its election, declare all of the unpaid balance of the Assessment for the then current fiscal year, attributable to that Lot, to be immediately due and payable without further demand and may enforce collection of the full Assessment and all charges thereon in any manner authorized by law, the Declaration and these Bylaws.

SECTION 6. Remedies for Default. If an Owner is in default of payment of an Assessment, the Board may authorize collection through any lawful means, including foreclosure of the lien. Interest and all costs of such collection, including but not limited to court costs, lien fees, and reasonable attorney fees shall be included in the amount due from the Owner and may be collected. The Board may authorize the Association to bid its interest at any foreclosure sale and to acquire, hold, lease, and mortgage and convey any Lot.

ARTICLE VII
MISCELLANEOUS

SECTION 1. Fiscal Year. The Association may adopt any fiscal year as determined by the Board.

SECTION 2. Parliamentary Rules. Except as may be modified by Board resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Ohio law, the Articles of Incorporation, the Declaration, or this Bylaws.

SECTION 3. Conflicts. If there are conflicts or inconsistencies between the provisions of Ohio law, the Articles of Incorporation, the Declaration, and these Bylaws, the provisions of Ohio law, the Declaration, the Articles of Incorporation, and this Bylaws (in that order) shall prevail.

SECTION 4. Books and Records.

a. Inspection by Members. The membership book, account books and minutes of the Association, the Board and any committee shall be made available for inspection and copying by any Member or by his or her duly appointed representative at any reasonable

time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within the County, as the Board shall prescribe.

b. Rules for Inspection. The Board shall establish reasonable rules with respect to:

i. notice to be given to the custodian of the records by the Members desiring to make the inspection;

ii. hours and days of the week when such inspection may be made; and

iii. payment of the cost of reproducing copies requested by a Member.

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

SECTION 5. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under this Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or sent by telegram, telecopy, or electronic mail transmission or by United States mail, express mail, or courier service, with postage or fees prepaid:

(i) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if not such address has been designated, at the address of the residence of such Owner; or

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

In computing the period of time for the giving of a notice required or permitted under the Articles of Incorporation, the Rules and Regulations, or the Bylaws of the Association, or a resolution of its Members or Directors, the day on which the notice is given shall be excluded, and the day when the act for which notice is given is to be done shall be included, unless the instrument calling for the notice otherwise provides. If notice is given by personal delivery or transmitted by telegram, telecopy, or electronic mail, the notice shall be deemed to have been given when delivered or transmitted. If notice is sent by United States mail, express mail, or courier service, the notice shall be deemed to have been given when deposited in the mail or with the courier service.

A written notice or report delivered as part of a newsletter or other publication regularly sent to the Members shall constitute a written notice or report if addressed or delivered to the

Member's address shown in the Association's current list of members, or, in the case of Members who are residents of the same household and who have the same address in the Association's current list of Members, if addressed or delivered to one of such Members at the address appearing on the Association's current list of Members.

SECTION 6. Amendment. Except as otherwise provided by law or the Declaration, this Bylaws may be amended by a majority of the Members. During such time as the Declarant has the right to appoint Directors of the Association pursuant to Article XIII, Section 13.3 of the Declaration, the Declarant shall have the right to veto any amendment to this Bylaws which unreasonably impact Declarant's ability to sell Lots. Likewise, during such period, the Federal Housing Administration or the Veterans Administration shall have the right to veto any amendment, if either such agency is insuring or guaranteeing the mortgage on any Lot.

SECTION 7. Financial Review. A review of the accounts of the Association shall be made annually in the manner as the Board of Directors may decide, provided, however, after having received the Board's report at the annual meeting, the Owners, by majority vote, may require the accounts of the Association to be audited as a Common Expense by a public accountant.

Adopted as of the date that the Declaration is recorded in County Recording Office.

14923 00594

TRANSFER NOT NECESSARY
By: Annette Schroeder
5/19/2023 2:49 PM
Brigid Kelly
Hamilton County Auditor

Scott Crowley
Hamilton County Recorder's Office
Doc #: 2023-0034817 Type: MT
Filed: 05/24/23 09:53:17 AM $82.00
Off. Rec.: 14923 00594 F 8 113

b1492300594Fb

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR SANCTUARY COVE

T N N

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR SANCTUARY COVE ("First Amendment") is effective as of the 16th day of May 2023 (the "Effective Date").

RECITALS

A. Declarant, Miami Run JV LLC, is the developer of Sanctuary Cove (the "Subdivision"), which is located in Hamilton County, Ohio, and currently consists of the Lots and Open Space Lots described on Exhibit A which is attached hereto and incorporated herein.

B. Declarant subjected Phase 1 of the Subdivision to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Sanctuary Cove, which was recorded on December 14, 2022 in O.R. Book 14813, Page 00921 of the Hamilton County, Ohio Recorder's Office (the "Declaration").

C. Declarant is still the Owner of 16 Lots and the Open Space Lot within the Subdivision. Ashford Homes, LLC ("Ashford") is the Owner of Lots 7, 8, and 9 in the Subdivision.

D. Pursuant to the provisions of Section 14.2 of the Declaration, Declarant has retained the authority to amend the Declaration for certain matters. In addition, Section 14.2 of the Declarant provides for amendments made by Declarant (a) without the approval of any other party for any matters consistent with Section 13.5 of the Declaration or (b) as approved by the Owners of at least seventy-five percent (75%) of all Lots so long as no such amendment shall (i) impair or terminate any of the rights of Declarant hereunder or (ii) materially and adversely affect the Lots owned by Declarant, unless Declarant consents, in writing, to such amendments or termination.

E. As such, Declarant supplements and amends the Declaration as set forth below.

AMENDMENT

NOW, THEREFORE, Declarant hereby amends and supplements the Declaration on the terms and conditions set forth hereunder:

1. **Incorporation of Recitals.** The preambles, recitals and defined terms set forth above are hereby incorporated into this First Amendment and made a part hereof as though fully re-written herein. The capitalized terms set forth herein shall have the same meaning as specified in the Declaration, unless otherwise defined in this First Amendment.

2. **Additional Definitions.** The following are added as Definitions as 1.34 and 1.35 under Article I of the Declaration:

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

1.35 Common Roof. "Common Roof' means the area constructed above each Unit's exterior wall, to include any and all trusses and/or rafter tails or as applicable to interior Units, where the shaft liner fire wall meets the roof sheathing or parapet, if existing, capping such fire wall which are part of the original construction of the Units located on the Lots and are located and constructed on or adjacent to the common Lot boundary line which separates two adjoining Lots, and which constitutes a common roof between adjoining Units, however the Common Roof may be repaired or reconstructed. A Common Roof is a structural part of and physically joins the adjoining Units on each side of the Common Roof. Without limiting the foregoing, the term "Common Roof", as used herein, shall also include any two (2) adjoining roofs that generally meet the foregoing definition, and that together constitute the roof between two adjoining Units, even if such roofs are separated by a de-minimus amount of air space and/or contiguous.

3. **Easements for Dwelling Units within the same building of Townhomes:**

3.1 **Easement for Party Walls**. In furtherance of Section 4.8 of the Declaration, the Owners of the Lots on each side of a Party Wall own an undivided one-half interest in their respective Party Wall. The Owners of adjoining Townhomes shall have a perpetual and reciprocal easement in and to the Party Wall shared with the adjoining Lot for mutual support, maintenance, repair and inspection, and for the installation, repair and maintenance of utility lines and other facilities. Furthermore, the Owners of adjoining Lots on each side of the Party Wall shall have

the full right to use the Party Wall for structural support of the Townhome and to support any Townhomes now or subsequently constructed, provided however, that such use shall not injure any adjoining Townhome or the premises of the other Owner(s), and shall not impair the Party Wall benefits and support to which such adjoining Townhome(s) is/are entitled. In addition, the Owners of adjoining Lots on each side of a Party Wall & Common Roof shall have the full right to use the Party Wall in aid of the support of water, sewer, electric and other utility lines, and in support of joists, crossbeams, studs and other structural members as may be required for support of the Unit located upon such Owner's Lot, and for the reconstruction or remodeling of such improvements. Notwithstanding the foregoing; however, no such use shall impair the fire rating of the Party Wall, Common Roof or the structural support to which any such Unit is entitled under the Declaration including, without limitation, the support of a Common Roof over any of the Units in the Subdivision.

3.2 **Easement for Yard Access.** Townhomes which are adjoined on both sides by other Townhomes ("Interior Unit") shall be granted a perpetual and non-exclusive cross-easements to the adjoining Lots yards for the purposes of accessing the rear yard of the Lot of an Interior Unit, as reasonably necessary, for transporting lawn equipment and similar maintenance equipment as well as reasonably necessary to enable said Interior Unit Owner, its agents and contractors to complete landscaping, mowing, repairs, maintenance and general upkeep of the rear portion of their Townhome and rear yard of said Lot including any rear deck, balcony and patio.

4. **Alterations, Repairs and Maintenance of Party Wall and Common Roof.**

4.1 No Party Walls or Common Roofs shall be materially altered or changed, except by mutual-written agreement of the Owners of the adjoining Units and in accordance with plans prepared by a licensed engineer or architect. No Owner of a Lot shall have the right to destroy, remove, or make any structural changes, extensions or modifications of a Party Wall or Common Roof that would jeopardize the fire rating of the Party Wall, or the structural integrity of the Units constructed on the adjoining Lots.

4.2 The Owners of the adjacent Lots in the Subdivision shall endeavor to reasonably cooperate with each other with respect to the decisions and the costs and expenses of the periodic reasonable repair, maintenance, reconstruction and replacement of exterior improvements for any building of Townhomes to the extent such activities affect more than one Unit in said building including, without limitation, repair or replacement of the Common Roof. In addition, the Owners of adjacent Units on each side of a Party Wall, and/or Common Roof shall endeavor to reasonably cooperate with each other with respect to the decisions and the costs and expenses of the periodic reasonable repair, maintenance, reconstruction and replacement of the Party Wall and/or Common Roof. Unless otherwise specified in the Declaration, the cost of reasonable repair and maintenance of a Party Wall and/or Common Roof between two (2) or more adjoining Units shall be shared equally by the Owners of the adjoining Units.

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

4.4 If an Owner fails to repair or maintain any Party Wall and/or Common Roof as set forth above, the other adjacent Owner(s) of contiguous to the subject Party Wall and/or Common Roof, shall be entitled to bring suit for contribution from the other Owner(s) or pursue any other rights or remedies at law or in equity.

5. **Paragraph 6.10 of the Declaration is deleted in its entirety and replaced with the following:**

6.10 Yard Maintenance and Landscaping.

6.10.1 Notwithstanding any other provisions of the Declaration, the Association shall be entitled to maintain, as the Association deems reasonable in its discretion, the grounds and landscaping of the Lots, which maintenance may include, without limitation, cutting of all grass located on the Lots, weeding, and mulching of all planting beds located on the Lots. Further, pursuant to the Declaration, the Association will also cut grass and install, maintain, and replace all landscaping within the Open Space Lots and any other applicable Common Areas. All Owners of a Lot shall pay Assessments pursuant to **Article 7** of the Declaration and thereby will share proportionately in the cost of all such grass cutting, landscaping, and common maintenance activities undertaken by the Association.

6.10.2 Flowers or plants are allowed in pots and planters on decks, porches or patios of each Lot within the Property so long as the same are well maintained and do not block the view of the river or materially interfere with any other Owner's use of their own Lot. Further, the Association or the Architectural Review Committee may enact landscaping standards for the Lots from time-to-time hereafter.

6. **Property Manager.** Notwithstanding any other provisions of the Declaration to the contrary, upon a vote of 75% of Owners, the Association shall have the right self-manage and to hire a Property Manager to manage the Association and other related services and maintenance herefor.

7. **Authority.** Declarant has authority for this Amendment pursuant to Section 13.5 and/or Section 14.2 of the Declaration. Further, Ashford is joining in the consent and signature of this First Amendment such that 100% of the Owners of Lots in the Subdivision approve this First Amendment.

8. **Running with the Land.** This First Amendment, the Declaration, and all covenants conditions, restrictions and easements therein shall be covenants running with the land and shall bind each Owner of a Lot as well as inure to the benefit of and be enforceable by Declarant, the Association, and each Owner, Occupant and their legal representatives, heirs, devisees, successors and assigns, as applicable.

9. **Ratification**. Except as amended by this First Amendment, all of the provisions of the Declaration shall remain in full force and effect.

10. **Conflict**. In the event of a conflict between any of the terms of the Declaration and this First Amendment, the terms of this First Amendment shall control.

(signature and acknowledgment pages to follow)

Declarant has caused this Amendment to be executed as of the Effective Date set forth above.

MIAMI RUN JV LLC.
an Ohio limited liability company

By: _____ MANAGER
Print Name: Justin Doyle
Title: Manager

This is an acknowledgment certificate; no oath or affirmation was administered to the signer with regard to this notarial act.

STATE OF OHIO)
) **ss:**
COUNTY OF WARREN)

The foregoing instrument was acknowledged before me, this 15th day of May, 2023, by Justin Doyle, Manager of Miami Run JV LLC, an Ohio limited liability company, on behalf of the company.

_____
Notary Public

This instrument was prepared in its unexecuted form by:
William J. Patterson, Esq.
Stagnaro, Saba & Patterson, Co., L.P.A.
7373 Beechmont Avenue
Cincinnati, Ohio 45230
513-533-2700 (phone)
513-533-2999 (fax)

NOTARIAL SEAL
STATE OF OHIO

Steven W. Swick
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.03 R.C

Ashford is hereby joining into and consenting to this First Amendment as the Owner of Lots 7, 8, and 9 of the Subdivision.

ASHFORD HOMES, LLC
an Ohio limited liability company

By: Jack Rupp Member
Print Name: Jack Rupp
Title: Membe

This is an acknowledgment certificate; no oath or affirmation was administered to the signer with regard to this notarial act.

STATE OF OHIO)
) **ss:**
COUNTY OF Hamilton)

The foregoing instrument was acknowledged before me, this 16th day of May, 2023, by Jack Rupp Member of Ashford Homes, LLC an Ohio limited liability company, on behalf of the company.

Notary Public

NOTARY PUBLIC STATE OF OHIO

JOHN L. BAILEY
Notary Public, State of Ohio
My Commission Expires
Janua 26, 2029

EXHIBIT A

Situate in Section 9, Town 4, Fraction Range 2, M.Rs, Columbia Township, Village of Mariemont, Hamilton County, Ohio and being all of Lots 1-19, inclusive, and Common Area A of Sanctuary Cove, as the same are delineated upon the recorded plat thereof in Plat Book 495, Pages 21 - 24 of the Hamilton County, Ohio Recorder's Office.

Scott Crowley
Hamilton County Recorder's Office
Doc #: 2025-0019709 Type: MT
Filed: 03/21/25 07:44:51 AM $74.00
Off. Rec.: 15378 00069 F 7 16

b1537800069Fb

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR SANCTUARY COVE

This Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Sanctuary Cove (this "Second Amendment") is made and entered into this 18th day of March 2025 (the "Effective Date") by **J.A. DEVELOPMENT, LLC**, an Ohio limited liability company (the "Declarant"), under the following circumstances:

A. On December 14, 2022, Miami Run JV LLC, an Ohio limited liability company (the "Original Declarant") filed the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Sanctuary Cove with the Hamilton County, Ohio Recorder which recorded the same in the official records of the Hamilton County Recorder as Document No. 2022-0113121 at Book 14813, Page 00921 (the "Declaration") with respect to the property described on **Exhibit A** attached hereto (the "Property").

B. On May 24, 2023, the Original Declarant filed the First Amendment to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Sanctuary Cove with the Hamilton County, Ohio Recorder which was recorded as Document No. 2023-0034817, Book 14923, Page 00594 of the official records of the Hamilton County, Ohio.

C. On September 20, 2024, the Original Declarant executed and delivered an Assignment of Rights and Obligations of Declarant for Sanctuary Cove Homeowners Association, Inc., assigning all rights and obligations to J.A. Development, LLC, and filed this assignment with the Hamilton County, Ohio Recorder, and was recorded as Document No. 2024-0066645, Book 15255, Page 01116 of the Hamilton County, Ohio Official Records.

D. Declarant presently owns the real property described in **Exhibit B** attached hereto (the "Declarant Property") and Ashford Homes, LLC, an Ohio limited liability company ("Ashford") presently owns the real property described in **Exhibit C** attached hereto (the "Ashford Property"), which combined is more than 75% of the Lots.

E. Pursuant to Section 14.2 of the Declaration, the Declarant may amend the Declaration with the approval of the Owners, owning at least seventy-five percent (75%) of all the Lots.

F. Declarant, as an Owner and as Declarant, and Ashford approve and consent to amending the Declaration subject to the terms and conditions of this Second Amendment.

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

1. The following is added as Section 4.2.1 of the Declaration:

"The Common Areas, all property constituting any portion of the Surface Water Management System, and all other property owned by the Association, will be subject to easements for the benefit of Owners to maintain, repair, replace and continue any encroachments of improvements originally constructed by a Builder on a Lot, including, without limitation, decks, patios, cantilevers, posts, and all other supporting improvements."

2. The first sentence of Section 6.5 of the Declaration is deleted and replaced with the following:

"Each Lot shall have one vote, provided, however, that each Lot owned by Declarant will have three (3) votes."

3. Section 8.3. of the Declaration is deleted in its entirety and replaced with the following:

"8.3. **Maintenance of Lots.** All Lot maintenance and repair will be the sole responsibility of, and at the sole expense of, the Owner of such Lot. The Association will have no maintenance obligations with respect to any Lot, except as expressly provided for in this Declaration."

4. The following is added after the last sentence of Section 8.6, of the Declaration:

"Notwithstanding the foregoing, the Association, or its agents, may enter upon any Lot at reasonable hours on any day, without notice to the Owner, for the purpose of completing the Association's mowing, weeding, and mulching obligations described in the Declaration."

5. The following is added as Section 8.7. of the Declaration:

"8.7. **Common Roof and Party Wall.** If Owners are unable to agree as to the necessary repairs, replacement and/or the allocation of the costs of such repairs or replacement to a Common Roof and/or Party Wall (collectively, the "Common Improvements"), the Owner requesting the repair or replacement shall submit a written request to the Board to determine whether the repair or replacement is necessary and the allocation of the such costs, along with an administrative fee, as reasonably determined by the Board, to cover the administrative time, costs and expenses of making this determination, which may

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

6. Part (b) of Section 14.2 of the Declaration is deleted in its entirety and replaced with the following:

"(b) as approved by a vote of the Owners holding at least seventy-five percent (75%) of the total votes of the Lots so long as no such amendment shall (i) impair or terminate any of the rights of Declarant hereunder, or (ii) materially and adversely affect the Lots owned by Declarant, unless Declarant consents, in writing, to such amendments or termination."

7. Capitalized terms used in this Amendment that are not defined have the same meaning as used in the Declaration. Except as otherwise amended and modified by this Amendment, the Declaration's terms and conditions remain unmodified and in full force and effect. If any provision of this Amendment is determined by a court of competent jurisdiction to be invalid, or unenforceable, the remainder of this Amendment will be enforceable. In the event of a conflict between any terms of the Declaration and this Amendment, the terms and conditions of this Amendment will control. This Amendment may be signed electronically, which electronically created or transmitted signature will be considered an original.

SIGNED as of the date below but made effective as of the Effective Date.

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

Signature
By: John M Okstu
Its: Member
Date: 3-20-2025

ASHFORD:
ASHFORD HOMES, LLC
an Ohio limited liability company

Signature
By: Candi Mancini
Its: Managing Member
Date: 3/19-2025

ACKNOWLEDGMENTS

STATE OF OHIO :
: ss.
COUNTY OF Butler :

The foregoing instrument was acknowledged before me this 20 day of March 2025 by Adam Costa, the Member of the **J.A. Development, LLC**, an Ohio limited liability company, on behalf of the company. No oath or affirmation was administered with respect to this notarial act.

Notary Public
My commission expires: May 10 2027

NOTARIAL SEAL STATE OF OHIO

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

STATE OF OHIO :
: ss.
COUNTY OF Hamilton :

The foregoing instrument was acknowledged before me this 25th day of March 2025 by Candi Marcial, the Managing Member of the **Ashford Homes, LLC**, an Ohio limited liability company, on behalf of the company. No oath or affirmation was administered with respect to this notarial act.

Notary Public
My commission expires: _____

NOTARIAL SEAL STATE OF OHIO

Kimberly M. Abrams
Notary Public, State of Ohio
My Commission Expires
August 29, 2029

This instrument prepared by:
Paul Lewandowski,
Flagel & Papakirk LLC
50 E Business Way, Suite 410
Cincinnati, Ohio 45241
Ph. (513) 984-8111

EXHIBIT A

Property

Situate in Section 9, Town 4, Fraction Range 2, M.Rs, Columbia Township, Village of Mariemont, Hamilton County, Ohio and being all of Lots 1-19, inclusive, and Common Area A of Sanctuary Cove, as the same are delineated upon the recorded plat thereof in Plat Book 495, Pages 21 - 24 of the Hamilton County, Ohio Recorder's Office.

Parcel Identification Nos.

527-0010-0139-00
527-0010-0140-00
527-0010-0141-00
527-0010-0142-00
527-0010-0143-00
527-0010-0144-00
527-0010-0145-00
527-0010-0146-00
527-0010-0147-00
527-0010-0148-00
527-0010-0149-00
527-0010-0150-00
527-0010-0151-00
527-0010-0152-00
527-0010-0153-00
527-0010-0154-00
527-0010-0155-00
527-0010-0156-00
527-0010-0157-00
527-0010-0158-00

Prior Instrument Reference: Document No. 2024-0066645, Book 15255, Page 01116 of the Official Records of the Hamilton County, Ohio Recorder.

EXHIBIT B

Declarant Property

Situated in Section 9, Town 4, Fractional Range 2, Village of Mariemont, Hamilton County, Ohio and being Lots 10, 11, 12, 13, 14, 15, 16 of Sanctuary Cove Subdivision, as recorded in Plat Book 495, Pages 21 through 24, Hamilton County, Ohio records.

527-0010-0148-00
527-0010-0149-00
527-0010-0150-00
527-0010-0151-00
527-0010-0152-00
527-0010-0153-00
527-0010-0154-00

Prior Instrument Reference: Document No. 2024-0065898, Book 15253, Page 00879 of the Official Records of the Hamilton County, Ohio Recorder.

EXHIBIT C

Ashford Property

Situated in Section 9, Town 4, Fractional Range 2, Village of Mariemont, Hamilton County, Ohio and being Lots 1-9, and 17-19 of Sanctuary Cove Subdivision, as recorded in Plat Book 495, Pages 21 through 24, Hamilton County, Ohio records.

527-0010-0139-00
527-0010-0140-00
527-0010-0141-00
527-0010-0142-00
527-0010-0143-00
527-0010-0144-00
527-0010-0145-00
527-0010-0146-00
527-0010-0147-00

527-0010-0155-00
527-0010-0156-00
527-0010-0157-00

Prior Instrument Reference: Document No. 2024-0066645, Book 15255, Page 01116 of the Official Records of the Hamilton County, Ohio Recorder.

TRANSFER NOT NECESSARY
By: LDUNCAN
10/10/2025 9:45:08 AM
Jessica Miranda
Hamilton County Auditor

TNN

SCOTT CROWLEY
HAMILTON COUNTY RECORDER
Doc #: 2025-0079069 Type: DE
Filed: 10/10/2025 09:50:15 AM $82.00
Official Record: 15519 Page: 557 SIM 8

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR SANCTUARY COVE

This Third Amendment to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Sanctuary Cove (this "Third Amendment") is made and entered into as of the 7th day of October 2025 (the "Effective Date") by **J.A. DEVELOPMENT, LLC**, an Ohio limited liability company (the "Declarant"), under the following circumstances:

A. On December 14, 2022, Miami Run JV LLC, an Ohio limited liability company (the "Original Declarant") filed the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Sanctuary Cove with the Hamilton County, Ohio Recorder which recorded the same in the official records of the Hamilton County Recorder as Document No. 2022-0113121 at Book 14813, Page 00921 (the "Declaration") with respect to the property described on **Exhibit A** attached hereto (the "Property").

B. On May 24, 2023, the Original Declarant filed the First Amendment to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Sanctuary Cove with the Hamilton County, Ohio Recorder which was recorded as Document No. 2023-0034817, Book 14923, Page 00594 of the official records of the Hamilton County, Ohio Recorder (the "First Amendment").

C. On September 20, 2024, the Original Declarant executed and delivered an Assignment of Rights and Obligations of Declarant for Sanctuary Cove Homeowners Association, Inc., assigning all rights and obligations to J.A. Development, LLC, and filed the assignment with the Hamilton County, Ohio Recorder, which was recorded as Document No. 2024-0066645, Book 15255, Page 01116 of the Hamilton County, Ohio Official Records.

D. On March 21, 2025, the Second Amendment to Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Sanctuary Cove was filed as Document No. 2025-0019709 and recorded at Book 15378, Page 00069 of the Hamilton County, Ohio Recorder's Official Records (the "Second Amendment" and with the First Amendment and the Declaration, the "Declaration").

E. Declarant presently owns the real property described in **Exhibit B** attached hereto (the "Declarant Property") and Ashford Homes, LLC, an Ohio limited liability company

("Ashford") presently owns the real property described in **Exhibit C** attached hereto (the "Ashford Property"), which the combined Declarant Property and Ashford Property is more than 75% of all the Lots.

F. Pursuant to Section 14.2 of the Declaration, the Declarant may amend the Declaration with the approval of the Owners owning at least seventy-five percent (75%) of all the Lots.

G. Declarant, as an Owner and as Declarant, and Ashford, as an Owner, approve and consent to amending the Declaration subject to the terms and conditions of this Third Amendment.

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

1. The title of Section 6.10 of the Declaration (i.e. "Yard Maintenance and Landscaping") is hereby deleted in its entirety and replaced with the following: "**Yard Maintenance, Landscaping, and Snow Removal.**"

2. The following is added as Section 6.10.3 of the Declaration:

> "6.10.3 The Association, through itself, or its contractors, agents, or representatives, will be responsible for the reasonable removal of snow and ice accumulation from the following areas only: (i) private driveways (including shared driveways) serving individual Lots ("Driveways"); (ii) the sidewalks located within the Common Areas or that are otherwise adjacent to streets maintained by the Association or municipality ("Sidewalks"); and (iii) the walkways located within the Lots that provide access from the driveways to the front porch of each Unit ("Walkways").
>
> Notwithstanding the foregoing:
>
> (i) the Association will only be responsible for removal of snow and ice accumulations when the snow and/or ice accumulation is greater than 2 inches in depth as measured by the Association and/or its snow/ice removal contractor;
>
> (ii) Driveways, Sidewalks, and Walkways, must be free from all vehicles, debris, personal property, persons, and obstructions before the Association provides the snow/ice removal services. The Association will have no obligation to remove snow and/or ice from any driveway, sidewalk, or walkway, if, at the time the removal services are to be performed, any vehicle, debris, personal property, person, or obstruction is located on a driveway, sidewalk, or walkways;
>
> (iii) If a Lot (or portion thereof) is excluded from snow/ice removal services during a particular snow/ice event because the driveway, sidewalk, and/or walkway was not free of vehicles, debris, personal property, persons, or obstructions as required

above, the Association will have no obligation to return to such Lot once those items are removed;

(iv) The Association may, but is not obligated to, provide notice prior to the performance of the snow and/or ice removal services on any Lot;

(v) The Association will provide the snow and ice removal services only on an "AS IS, WHERE IS" basis with no representations, warranties, or guarantees of any kind whatsoever. The Association does not give any representation, warranty or guaranty as to quality of work or the complete removal of snow and/or ice from surfaces, or that any surface will be entirely free from snow, ice, or slippery conditions once snow and/or ice removal is complete; and

(vi) The removal of snow and ice accumulation by the Association will be in accordance with standards and procedures determined by the Board of Directors, and will be subject to weather conditions and contractor availability.

To the fullest extent permitted by law, each Owner and Unit occupant hereby assumes all risk of loss and injury arising from the presence of snow and ice on sidewalks, driveways, walkways, and all other surfaces, whether or not such area has been serviced or cleared by the Association or its contractors. To the fullest extent permitted by law, each Owner, on behalf of themselves, their occupants, and invitees, hereby agrees to indemnify, defend, and hold harmless the Association, its Board of Directors, contractors, employees, agents, representatives, successors and assigns from and against any and all loss, claim, damage, cost or expense (including reasonable attorneys' fees) arising out of or relating to the snow and/or ice removal services provided by the Association as to any Lot. All costs and expenses incurred, or to be incurred, by Association relating to any and all snow and/or ice removal services may, in the sole discretion of the Association, be included with the Annual General Assessment.

The Association is hereby granted a perpetual, non-exclusive easement on, over, across, and upon each Lot for the purposes of performing the Association's duties with respect to the removal of snow and/or ice from Driveways, Sidewalks, and Walkways. The easement runs with the land and is binding upon all Owner, their heirs, successors, and assigns."

3. The following is added as Section 6.10.4 of the Declaration:

"6.10.4 Except for the removal of snow and/or ice from Driveways, Sidewalks, and Walkways (which is the responsibility of the Association, subject to the terms and conditions of this Declaration), the removal of snow and/or ice from all other Lot surfaces, including, but not limited to, front porches and back patios, that are located on, or run across each Lot, is the sole and exclusive responsibility of each

Owner. The Association has no obligation, responsibility, or liability as to the removal of snow and/or ice from any such areas."

4. Except as otherwise amended and modified by this Third Amendment, the Declaration's terms and conditions remain unmodified and in full force and effect. Capitalized terms used in this Third Amendment that are not defined have the same meaning as used in the Declaration. If any provision of this Third Amendment is determined by a court of competent jurisdiction to be invalid, or unenforceable, the remainder of this Third Amendment and the Declaration will continue in full force and effect. In the event of a conflict between any terms of this Third Amendment and the Declaration, the terms and conditions of this Third Amendment will control. This Amendment may be signed in counterparts, and may be signed electronically, which counterparts and/or electronic signatures or electronically transmitted signatures will be considered an original.

SIGNED as of the date below but made effective as of the Effective Date.

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

Signature
By: Joseph A. Cristo
Its: Member
Date: 10/09/25

ASHFORD:
ASHFORD HOMES, LLC
an Ohio limited liability company

Signature
By: Candi Mancini
Its: Managing Member
Date: 10-9-25

[The remainder of this page intentionally left blank]

ACKNOWLEDGMENTS

STATE OF OHIO :
: ss.
COUNTY OF Butler :

The foregoing instrument was acknowledged before me this 9 day of October 2025 by Joseph Cristo, the member of the **J.A. Development, LLC**, an Ohio limited liability company, on behalf of the company. No oath or affirmation was administered with respect to this notarial act.

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

Bryan Berning
Notary Public
My commission expires: May 10, 2027

STATE OF OHIO :
: ss.
COUNTY OF Hamilton :

The foregoing instrument was acknowledged before me this 9th day of October 2025 by Candi Mancini, the Managing Member of the **Ashford Homes, LLC**, an Ohio limited liability company, on behalf of the company. No oath or affirmation was administered with respect to this notarial act.

Kimberly M. Abrams
Notary Public, State of Ohio
My Commission Expires
August 29, 2029

Notary Public
My commission expires: _____

This instrument prepared by: Paul Lewandowski, Flagel & Papakirk LLC, 50 E Business Way, Suite 410, Cincinnati, Ohio 45241, (513) 984-8111

EXHIBIT A

Property

Situate in Section 9, Town 4, Fraction Range 2, M.Rs, Columbia Township, Village of Mariemont, Hamilton County, Ohio and being all of Lots 1-19, inclusive, and Common Area A of Sanctuary Cove, as the same are delineated upon the recorded plat thereof in Plat Book 495, Pages 21 - 24 of the Hamilton County, Ohio Recorder's Office.

Parcel Identification Nos.

527-0010-0139-00
527-0010-0140-00
527-0010-0141-00
527-0010-0142-00
527-0010-0143-00
527-0010-0144-00
527-0010-0145-00
527-0010-0146-00
527-0010-0147-00
527-0010-0148-00
527-0010-0149-00
527-0010-0150-00
527-0010-0151-00
527-0010-0152-00
527-0010-0153-00
527-0010-0154-00
527-0010-0155-00
527-0010-0156-00
527-0010-0157-00
527-0010-0158-00

Prior instrument reference: Document No. 2025-0019709; Book 15378, Page 00069 of the Official Records of the Hamilton County, Ohio Recorder

EXHIBIT B

Declarant Property

Situated in Section 9, Town 4, Fractional Range 2, Village of Mariemont, Hamilton County, Ohio and being Lots 1-6, and 10-16 of Sanctuary Cove Subdivision, as recorded in Plat Book 495, Pages 21 through 24, Hamilton County, Ohio Records:

527-0010-0139-00
527-0010-0140-00
527-0010-0141-00
527-0010-0142-00
527-0010-0143-00
527-0010-0144-00
527-0010-0148-00
527-0010-0149-00
527-0010-0150-00
527-0010-0151-00
527-0010-0152-00
527-0010-0153-00
527-0010-0154-00

Prior instrument reference: Document No. 2025-0019709; Book 15378, Page 00069 of the Official Records of the Hamilton County, Ohio Recorder

EXHIBIT C

Ashford Property

Situated in Section 9, Town 4, Fractional Range 2, Village of Mariemont, Hamilton County, Ohio and being Lots 7-9, and 17-19 of Sanctuary Cove Subdivision, as recorded in Plat Book 495, Pages 21 through 24, Hamilton County, Ohio records:

527-0010-0145-00
527-0010-0146-00
527-0010-0147-00
527-0010-0155-00
527-0010-0156-00
527-0010-0157-00

Prior instrument reference: Document No. 2025-0019709; Book 15378, Page 00069 of the Official Records of the Hamilton County, Ohio Recorder

TNN

TRANSFER NOT NECESSARY
By: CEDELBROICH
7/21/2026 8:47:40 AM
Jessica Miranda
Hamilton County Auditor

DESCRIPTION ACCEPTABLE
HAMILTON COUNTY ENGINEER
Tax Map - Jul 16 2026 DVI
CAGIS -

SCOTT CROWLEY
HAMILTON COUNTY RECORDER
Doc #: 2026-0058719 Type: DE
Filed: 07/21/2026 08:54:31 AM $70.00
Official Record: 15711 Page: 534 SIM 4

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR SANCTUARY COVE

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR SANCTUARY COVE ("Second Amendment") is effective as of the 16 day of July 2026 (the "Effective Date").

RECITALS

A. J.A. Development, LLC ("Declarant"), is the successor Declarant to Miami Run JV LLC ("Miami Run") for Sanctuary Cove (the "Subdivision"), which is located in Hamilton County, Ohio.

B. Miami Run subjected Phase 1 of the Subdivision to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Sanctuary Cove, which was recorded on December 14, 2022 in O.R. Book 14813, Page 00921 of the Hamilton County, Ohio Recorder's Office and subsequently recorded a First Amendment to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Sanctuary Cover on May 24, 2023 in O.R. Book 14923, Page 594 of the Hamilton County, Ohio Recorder's Office (jointly, the "Declaration").

C. Pursuant to the provisions of Section 13.5 of the Declaration, Declarant has the authority to amend the Declaration for certain matters.

D. At the time the Declaration was recorded, the parcel identified as Parcel No. 052700100137 ("Parcel 37") was erroneously omitted from the definition of Open Space Lots and is further described on Exhibit A and attached hereto and incorporated herein. Declarant desires to correct such error and modify the Open Space Lots definition to include the Parcel pursuant to this Second Amendment.

AMENDMENT

NOW, THEREFORE, Declarant hereby amends and supplements the Declaration on the terms and conditions set forth hereunder:

1. **Incorporation of Recitals.** The preambles, recitals and defined terms set forth above are hereby incorporated into this Second Amendment and made a part hereof as though fully re-written herein. The capitalized terms set forth herein shall have the same meaning as specified in the Declaration, unless otherwise defined in this Second Amendment.

2. **Paragraph 1.24 of the Declaration states as follows:**

> **Open Space Lots.** "Open Space Lots" collectively means all property encompassed by Common Area A including the hillside (approximately 2.7465 acres) as shown and as designated on the current Record Plat as well as any additional Open Space Lots later designated by any subsequent Record Plat or Supplemental Declaration. The term "Open Space Lot" means any one (1) of the Open Space Lots.

3. **In furtherance of the foregoing,** Declarant hereby modifies the Declaration pursuant to this Supplemental Declaration, such that Parcel 37 is included as an Open Space Lot to correct previous omission of the same.

4. **Authority.** Declarant has authority for this Second Amendment pursuant to Section 13.5 and/or Section 14.2 of the Declaration.

5. **Running with the Land.** This Second Amendment, the Declaration, and all covenants conditions, restrictions and easements therein shall be covenants running with the land and shall bind each Owner of a Lot as well as inure to the benefit of and be enforceable by Declarant, the Association, and each Owner, Occupant and their legal representatives, heirs, devisees, successors and assigns, as applicable.

6. **Ratification**. Except as amended by this Second Amendment, all of the provisions of the Declaration shall remain in full force and effect.

7. **Conflict.** In the event of a conflict between any of the terms of the Declaration and this Second Amendment, the terms of this Second Amendment shall control.

(signature and acknowledgment pages to follow)

Declarant has caused this Amendment to be executed as of the Effective Date set forth above.

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

By: _____
Print Name: Bryan Berning
Title: Assistant Secretary

This is an acknowledgment certificate; no oath or affirmation was administered to the signer with regard to this notarial act.

STATE OF OHIO)
) **ss:**
COUNTY OF Butler)

ELISSA MORSCH
NOTARY PUBLIC, STATE OF OHIO
My Comm. Expires July 22, 2031

The foregoing instrument was acknowledged before me, this 16 day of July 2026, by Bryan Berning, Assistant Secretary of J.A. Development, LLC, an Ohio limited liability company, on behalf of the company.

_____
Notary Public

This instrument was prepared in its unexecuted form by:
William J. Patterson, Esq.
SSP Law Co., LPA
7373 Beechmont Avenue
Cincinnati, Ohio 45230
513-533-2700 (phone)
513-533-2999 (fax)

Exhibit A

Situate in Section 9, Town 4, Fraction Range 2, M.Rs, Columbia Township, Village of Mariemont, Hamilton County, Ohio and being a part of the lands of Miami Run JV, LLC as recorded in OR Book 14385, Page 1391 of the Hamilton County Deed Records on file in Cincinnati, Ohio and being more particularly described as follows

Beginning at a point for reference on the southwesterly corner of lot 63 of the Mariemont Landing Subdivision, Block "B" as recorded in PB 367, Pages 48 and 49 and the easterly line of the aforementioned Section 9,

Thence along said section line and the westerly line of lot 63, North 02°00'35" East, a distance of 21.03 feet to a set iron pin and the

Thence along a series of division lines through the lands of the grantor and in part along the existing southerly Right-of-Way line of Mt. Vernon Ave, the following four (4) courses:

1. South 53°30'42" West, a distance of 138.22 feet to a set iron pin and cap,
2. South 53°30'42" West, a distance of 12.14 feet to a set iron pin and cap,
3. South 62°12'51" West, a distance of 126.51 feet to a set iron pin and cap,
4. South 72°58'24" West, a distance of 106.58 feet to a found iron pin, on the Northeasterly corner of the lands of Rodney A. and Stacie F. Holloway,

Thence along said easterly line of Holloway and in part along the easterly line of the lands of Jeffrey Charles Ewart, as recorded in OR 12676, Page 444, South 01°16'48" West, a distance of 184.05 feet to a found Iron Pin with cap, and the **True Point of Beginning,**

Thence along a new division line through the lands of Miami Run JV, LLC the following two (2) courses:

1. **South 01°16'48" West,** a distance of **46.03 feet** to a set iron pin and cap,
2. **North 87°47'48" West,** a distance of **171.88 feet** to a set iron pin and cap on the easterly line of the lands of the Village of Mariemont, as recorded in DB 2011, Page 417

Thence along said easterly line of the Village of Mariemont, **South 01°16'48" East,** a distance of **46.03 feet** to a found iron pin with a cap on the southerly right-of-way line of Miami Bluff Dr. and the southwesterly corner of the aforementioned lands of Ewart,

Thence along said lands of Ewart, **North 87°47'48" East,** a distance of **171.88 feet** to the **True Point of Beginning.**

Containing – 0.1813 total acres of land and being subject to all other easements, encumbrances, rights, reservations and restriction of record. North and Bearing System based upon the easterly line of the aforementioned section 9 (North 02°00'35" East) as recorded in OR BK 12712, Page 0034. Prepared by J. Bryant Abt, PS #8593 for and on behalf IDE Infrastructure and Development Engineering, Inc., 8899 Brookside Ave, Suite 202-A, West Chester, Ohio.

Parcel No: 527-10-137

14832 01300

Scott Crowley
Hamilton County Recorder's Office
Doc #: 2023-0003293 Type: AFF
Filed: 01/13/23 12:44:26 PM $42.00
Off. Rec.: 14832 01300 F 3 248

b1483201300Fb

AFFIDAVIT OF FACTS RELATING TO TITLE

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

Neil Hughes ("**Affiant**"), as Manager of Miami Run JV LLC, an Ohio limited liability company ("**Owner**"), being first duly cautioned and sworn, states as follows:

1. Affiant is the Manager of Owner and has the authority to execute the within Affidavit and has knowledge of the facts set forth herein.

2. As of the date of this Affidavit, Owner is the current owner of certain real property described more fully in **Exhibit A** attached hereto and made a part hereof (the "**Property**").

3. The Property is subject to that certain record plat recorded in Plat Book 495, Pages 21 through 24 of the Official Record of Hamilton County, Ohio (the "**Subdivision Plat**").

4. The Subdivision Plat contains a typographical error stating that the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Sanctuary Cove (the "Declaration") is recorded in Book 14026, Page 1229 of the Official Record Hamilton County, Ohio.

5. The Declaration is properly recorded in Book 14813, Page 921 of the Official Record of Hamilton County, Ohio, and therefore, the recording information on Subdivision Plat is an error and should be considered corrected by this recorded instrument.

This Affidavit is given in accordance with Ohio Revised Code 5301.252 and contains statements of facts as they relate to title.

FURTHER AFFIANT SAYETH NAUGHT.

Neil Hughes

Sworn to or affirmed and subscribed before me by Neil Hughes this 21st day of December, 2022 by Neil Hughes. An oath or affirmation was administered to the signer in connection with this instrument.

Notary Public

NOTARIAL SEAL
STATE OF OHIO

William Joseph Patterson, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

This instrument was prepared, in its unexecuted form, by:
Kiersten E. Kemmett, Esq.
Stagnaro, Saba & Patterson Co., L.P.A.
2623 Erie Ave., Cincinnati, OH 45208
(513) 533-2700 (phone) / (513) 533-2999 (fax)

EXHIBIT A

Situated in Section 9, Town 4, Fractional Range 2, Village of Mariemont, Hamilton County, Ohio and being more particularly described as follows:

Beginning at a point in the intersection of the centerline of Mt. Vernon Avenue (Old Wooster Pike) and the east line of Section 9, said point being South 02 degrees 00' 35" West, 614.75 feet from the intersection of the centerline of Wooster Pike (as now improved) and the said east line of Section 9; thence along the said east line of Section 9, South 02 degrees 00' 35" West 452.17 feet; thence departing the said east line of Section 9, South 66 degrees 06' 00" West, 292.92 feet; thence North 84 degrees 14' 50" West, 50.53 feet; thence South 66 degrees 06' 00" West, 82.15 feet; thence with the arc of a curve with a radius of 13,793.91 feet, counterclockwise, 120.32 feet (chord of said arc bears South 66 degrees 21' 00" West, 120.32 feet); thence North 01 degree 16' 48" East, 245.42 feet; thence North 87 degrees 47' 48" East, 171.88 feet; thence North 01 degree 16' 48" East, 184.05 feet; thence North 32 degrees 42' 31" West, 27.76 feet; thence North 74 degrees 52' 31" East, 111.58 feet; thence North 62 degrees 12' 51" East, 120.90 feet; thence North 53 degrees 30' 42" East, 171.94 feet to the said east line of Section 9 and the point of beginning.

Together with easement for vehicular and pedestrian access reserved in deed from Anchor Mariemont Limited Partnership to McDonald's Corporation recorded in Official Record Book 6521, Page 193, Hamilton County, Ohio. (Parcel No. 520-0110-0056-00)

Together with easements for vehicular and pedestrian access set out in Declaration of Covenants, Conditions and Restrictions and Reservation of Easements recorded in Official Record 7471, Page 289 and reserved in deed to Pennington Properties, LLC recorded in Official Record 8228, Page 1473, Hamilton County, Ohio. (Parcel No. 520-0110-0141-00)

Parcel ID: 527-0010-(0100-0128 cons.)