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WARREN COUNTY, OHIO

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AUDITOR, WARREN CO. OHIO

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**AMENDED AND RESTATED DECLARATION OF
EAGLE VIEW VILLAGE HOMEOWNERS' ASSOCIATION**

This will certify that a copy of the Amended and Restated Declaration of Eagle View Village Homeowners' Association has been filed in the office of the County Auditor, Warren County, Ohio, this 19th day of January, 2021.

12th February

WARREN COUNTY AUDITOR

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ARTICLE I.
NAME, PURPOSE, AND DEFINITIONS

SECTION 1. Name. The name of this Association shall be Eagle View Village Homeowners' Association ("Association").

SECTION 2. Purpose. The purpose of the Association shall be as stated in the Articles of Incorporation. The Association has been incorporated as a not-for-profit corporation to administer the community known as Eagle View Village in Warren County, Ohio. The Association is charged with enforcing the protective covenants and restrictions contained herein in order to establish and maintain a uniform plan for the use, enjoyment, and maintenance of the Lots located within the community, and thereby enhance and protect the value and desirability of these Lots. The Association is a planned community subject to Chapter 5312 of the Ohio Revised Code.

SECTION 3. Definitions. As used herein or in the By-Laws, Rules, or amendments thereto, the following terms shall be defined as follows:

A. **"Alterations Review Committee"** means the Committee described in Article VII below.

B. **"Articles" and "Articles of Incorporation"** shall mean those Articles of Incorporation, filed with the Secretary of State of Ohio, incorporating the Association as a non-profit corporation and any amendments thereto.

C. **"Assessment"** means a fee levied by the Board against an Owner pursuant to Article V of this Declaration and includes Annual Assessments, Individual Lot Assessments, and Special Assessments.

D. **"Association"** means Eagle View Village Homeowners' Association, an Ohio non-profit corporation, or its successors.

E. **"Board"** means the Board of Directors of the Association.

F. **"Street Lined Trees"** means the trees, any part of which is within seven (7) feet of the curb of the closest Association street to the tree, that line the streets in Eagle View Village, which may be located upon Lots.

G. **"By-Laws"** means the Amended and Restated By-Laws of the Association attached hereto as Exhibit B.

H. **"Common Element or Common Area"** means all real and personal property owned, under easement, leased, or managed by the Association for the common use and enjoyment of the Owners, including all improvements thereon. This real and personal property includes, but is not limited to, any of the following types of areas, facilities and amenities now or in the future located on or serving the Property: parking pads; clubhouse; pool; streets; ponds; and all real property owned by the Association.

I. "Common Expenses" means the cost of:

1. Administration, maintenance, management, operation, repairs, replacements, restoration, and additions to the Common Area land and facilities, including snow removal from roadways, parking pads, and sidewalks; insurance; real estate taxes; any gate or security system; grass cutting and landscaping (shrubs and trees); road maintenance and repair; and utility services from the point of the main connection to the point at which that utility service begins to serve one Dwelling Unit exclusively.
2. Management and administration of the Association, including, but not limited to, compensation paid by the Association to a managing agent, accountant, attorney, contractor, or other service provider.
3. Any insurance required by Article IX herein to be carried by the Association on the Common Area and the payment of deductibles associated with such insurance policies.
4. The establishment of a reasonable reserve for replacement of the Common Area.
5. Any other items specified in this Declaration or the By-Laws or otherwise determined by the Board to be defined as a common expense.

J. "Exterior Alteration Guidelines" means the exterior alteration guidelines established by the Alterations Review Committee as set forth below in Article VII.

K. "Director" and "Directors" shall mean that person or those persons serving, at the time pertinent, as a Director or Directors of the Association.

L. "Dwelling Unit" means and refers to one of the single family residences situated upon an individual Lot designated and intended for use and occupancy as a residence by a single household or family; all Dwelling Units are physically connected to another Dwelling Unit.

M. "Governing Documents" shall mean the Amended and Restated Declaration, the Amended and Restated By-Laws, Articles of Incorporation, and the Rules and Regulations.

N. "Improvements" mean all buildings, outbuildings and garages; overhead, above-ground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools; slope alterations; the Private Streets, parking pads, and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches; planted trees, hedges, shrubs and other forms of landscaping that are more than thirty (30) feet high when fully grown; and all other structures of every type, which may be located on a Lot or Common Area.

O. "Individual Lot Assessment" means any assessment that the Board may levy against one or more Lots to reimburse the Association for costs incurred on behalf of those Lot(s), including without limitation: costs associated with making repairs that are the responsibility of the Owner of those Lot(s); costs of additional insurance premiums specifically allocable to an Owner; costs of any insurance deductible or portion thereof to be paid by the Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other charges reasonably determined to be an Individual Lot Assessment by the Board.

P. "Landscape Guideline" means standards established by the Landscape Committee.

Q. "Lot" shall mean a discrete parcel of land identified upon the recorded subdivision plat of the Property, or recorded re-subdivision thereof, excluding the Common Property and any portion of the Property dedicated for public use.

R. "Member" means any person or entity entitled to membership in the Association as provided in Article III herein, and the By-Laws. All Lot Owners shall be Members.

S. "Owner" means the record owner, whether one or more persons or entities, of fee simple title to a Lot, including contract sellers but excluding those having an interest merely as security for performance of an obligation.

T. "Property" means all of the real estate which comprises Eagle View Village, including the Lots and the Common Area, as described in Exhibit "A" attached hereto.

U. "Rules and Regulations" means the administrative rules and regulations enacted by the Board pursuant to the authority provided in this Declaration and under Ohio law.

V. "Special Assessment" means an assessment levied by the Association against all Lots pursuant to Article V, Section 3.

ARTICLE II. PROPERTY RIGHTS

SECTION 1. Common Area, Generally. The Common Area is for the use and benefit of the Association and the Members in the nature of an easement appurtenant to the Property. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon, and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, in accordance with the terms and conditions of this Declaration.

SECTION 2. Owner Rights and Easements to Common Area, Subject to Rights of the Board. Every Owner shall have a right and non-exclusive easement of use, access, and enjoyment in and to the Common Area, subject to:

A. this Declaration and the Record Plat(s), as they may be amended from time to time, and subject to any restrictions or limitations contained in any deed conveying property to the Association;

B. the right of the Board to limit the number of guests who may use the Common Areas, and to adopt other rules regulating the use and enjoyment of the Common Area;

C. the right of the Board to suspend the right of an Owner to use recreational facilities within the Common Area (i) for any period during which any charge against such Owner remains delinquent, and (ii) for a period not to exceed thirty (30) days for a single violation or for a longer period in the case of any continuing violation of the Declaration, By-Laws, or Rules and Regulations of the Association;

D. the right of the Board to charge reasonable admission or other fees for the use of any recreational facility situated upon the Common Areas;

E. the right of the Association, acting through the Board, to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

SECTION 3. Private Streets. Except for a certain portion of Inverness Way, the streets in Eagle View Village are Private Streets and are therefore Common Area. The Owners and occupants of Eagle View Village shall have a non-exclusive easement for ingress and egress over such Private Streets. Such easement shall also be in favor of their guests and invitees, and to all police, fire and other emergency personnel, ambulance operators, public school buses, delivery, garbage and trash removal personnel, and to all similar persons, and to the local governmental authorities, but not to the public in general, to enter upon the Private Streets in the performance of their duties.

SECTION 4. Personal Property and Real Property for Common Use. The Association may acquire, hold, and dispose of personal property and real property.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Membership. Each Owner, upon acquisition of title to a Lot, shall automatically become a Member of the Association. Membership in the Association shall be appurtenant to and shall not be severable from Lot ownership. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate an Owner's membership. No Owner, whether one or more persons, shall have more than one membership per Lot owned. In the event an Owner consists of more than one person, such persons shall have one membership in the Association in common.

SECTION 2. Voting Rights. Members shall be entitled to vote on matters properly before them in accordance with this Article and the laws of the State of Ohio. Any Member who does not reside in the Dwelling Unit that he or she owns shall have the continuing obligation to keep the Association informed in writing as to such Member's current mailing address and telephone number. Any such Member who does not provide the Association such current contact information in writing, which prevents reasonable attempts to provide notices to such Member as

required by this Declaration and By-Laws, shall be deemed thereby to have relinquished his or her right to vote on matters brought before the Owners.

SECTION 3. Number of Votes. All Owners shall have one (1) vote per Lot. Voting shall take place pursuant to the provisions of the Amended and Restated By-Laws. No votes allocated to any Lots owned by the Association may be cast.

ARTICLE IV. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

SECTION 1. Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon including, without limitation, furnishings and equipment related thereto and common landscaped areas, and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof and consistent with the prevailing standards of the community. The Association, acting through its Board, may acquire additional property in the form of easements or fee simple ownership, and the same may be Common Area, provided that: (i) such acquisition does not impose an undue or unreasonable burden or cost upon the Owners, and (ii) subject to the requirement that if such acquisition involves an expenditure by the Association of more than Five Thousand Dollars (\$5,000), it must be authorized in advance by a majority vote of a quorum of the Members taken at a meeting of the Members. In order for the Association to acquire fee simple title to additional property, a seventy-five percent (75%) affirmative Owner vote shall be necessary. In order for additional property acquired by fee simple title to be classified as Common Area, the Owners shall provide unanimous approval and an amendment to the Declaration shall be recorded designating said real property as Common Area.

SECTION 2. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Property, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

SECTION 3. Implied Rights. The Association may exercise any other right or privilege given to it expressly by the laws of the State of Ohio, this Declaration, or the By-Laws, 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.

SECTION 4. Self-Help; Sanctions for Violations. The Association has the right to exercise self-help to cure violations on Lots, in accordance with Article VIII, Section 3 of this Declaration. The Association may also impose sanctions for violations including but not limited to (i) reasonable monetary fines, (ii) suspension of the right to vote, and (iii) the right to use any recreational facilities on the Common Area in accordance with Article II, Section 2 above.

SECTION 5. Professional Management Contracts and other Contracts. The Association may delegate all or any portion of its authority to discharge its responsibilities herein to a manager or managing agent. Any management agreement shall not exceed three (3) years and shall provide for termination by either party without cause or without payment of a termination fee on ninety (90) days or less written notice. The costs to employ a managing agent shall be a

Common Expense. The Association may also enter into other vendor contracts as the Board deems necessary.

ARTICLE V. ASSESSMENTS

SECTION 1. Covenant for Assessments. Each Owner, by accepting a deed to a Lot, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (i) Annual Assessments, (ii) Special Assessments; and (iii) Individual Lot Assessments (collectively, "Assessment"). No Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Area or by abandoning his/her Lot. Annual and Special Assessments shall be fixed at a uniform rate for all Lots. No Owner may escape liability for any assessment levied by the Association, or use as a defense in a foreclosure, the claim of non-use of the Common Element or abandonment of a Lot or the claim that the Association has not performed pursuant to the Declaration or By-Laws.

SECTION 2. Annual Assessments. The Annual Assessments levied by the Association are for the purpose of promoting and protecting the recreation, scenic enjoyment, and welfare of the residents; for protecting, advancing and promoting the environmental concept of the Property; preserving the aesthetic and scenic qualities of the Property, and for maintaining the Common Areas. To carry out these purposes, an Annual Assessment shall be levied by the Association to be used currently, and to provide an adequate reserve fund for future use, for the improvement and maintenance of the Common Area, including, but not limited to, the payment of taxes, insurance and fidelity bonds, and for repairs, replacements and additions, and for the cost of labor, equipment, and materials, management and supervision. The Annual Assessment shall also be used for the purpose of paying the Common Expenses. The Annual Assessment may be payable in installments at the discretion of the Board.

SECTION 3. Special Assessments. The Board may levy in any assessment year a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, maintenance, replacement, or addition of a described Capital Improvement located upon the Common Area, including capital expenditures or interest expense on indebtedness incurred for the purpose of making capital expenditures and not projected to be paid out of reserves, which cost has not otherwise been provided for in full as part of the Annual Assessment, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the approval of a majority of the Owners that are present in person or by proxy at a special meeting called for that purpose, if the Special Assessment(s) levied in one (1) year totals more than \$100,000.00. If the Special Assessment(s) levied in one calendar year are less than \$100,000.00, no Owner vote is necessary. "Capital Improvements" includes improvements of the landscaping or recreational areas comprising the Common Area, paving the streets within the Property, and similar expenses for major construction or repair projects. Notwithstanding this provision, Member consent shall not be required for a Special Assessment levied under Article IX of this Declaration to pay any deductible or a portion thereof incurred by the Association in connection with an insurance claim or in the case of insufficient insurance. Any Special Assessments levied by the Association pursuant to the provisions of this Section shall be fixed at a uniform rate based upon the number

of Lots. All monies received by the Association as a Special Assessment shall be held in trust by the Association for the benefit of the Members to be used solely for the purpose of the Special Assessment, and any income derived therefrom shall be held as a separate fund and shall be accounted for separately from the other assets coming under the control of the Association. The assessment may be billed in advance on a monthly, quarterly or annual basis. The Board may from time to time determine the manner and schedule of payments of Special Assessments.

SECTION 4. Individual Lot Assessments. The Board may levy an Individual Lot Assessment against any Lot to reimburse the Association for costs incurred on behalf of the Lot, including without limitation: costs associated with making repairs to Lots that are the responsibility of the Owner; costs incurred by the Association in exercising its self-help rights contained in this Declaration; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; costs associated with willful or negligent damage to the Common Area caused by an Owner or occupant and any tenants, family members, guests, licensees, or invitees of that Owner or occupant; and all other charges reasonably determined to be an Individual Lot Assessment by the Board in accordance with any other applicable provision of this Declaration. The Board may also levy an Individual Lot Assessment in the nature of a fine against the Lot of any Owner who violates the Rules, Exterior Alteration Guidelines, Landscape Guideline, or any provision of this Declaration, or whose family members, guests, invitees, or tenants violate the same. Upon its determination to levy an Individual Lot Assessment, the Board shall give the affected Owner(s) written notice of the same and the right to be heard by the Board ten (10) days prior to the effective date of such Individual Lot Assessment.

SECTION 5. Non-Payment of Assessment. Any Assessment which is not paid by the tenth day after it is due (for Annual Assessments, the tenth day of the month if the Board approves payment in monthly installments) shall be delinquent and shall, together with such interest, reasonable late fee and cost of collection thereof, as hereinafter provided, become a continuing lien upon the Lot which shall bind the Lot. The personal obligation of the then Owner to pay such Assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them with the consent of the Association. Such personal obligation to pay such Assessment shall be in addition to the lien rights established by this Declaration. If any installment of an Annual 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 Annual 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 Annual Assessment and all charges thereon in any manner authorized by law, this Declaration and the By-laws.

If the assessment is not paid within thirty (30) days after the due date, the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, in either of which events interest, costs and reasonable attorney's fees shall be added to the amount of each Assessment. No Owner shall waive or otherwise escape liability for the Assessments herein provided for by non-use of the Common Areas or abandonment of his Lot or Dwelling Unit.

In the event of any Assessment that is not paid within ten (10) days after the due date, the delinquent Owner shall pay to the Association a reasonable late fee to be established by the Board. The Board in its discretion may change the amount of such late fee from time to time.

SECTION 6. Lien for Assessments. The Association has a lien upon the Lot for the payment of any Assessment levied herein, as well as any related interest, administrative late fees, enforcement assessments, collection costs, and attorney's fees and paralegal fees, that are chargeable against the Lot and that remain unpaid ten days after any portion has become due and payable.

All of the following apply to a lien charged against a Lot pursuant to this Section:

A. The lien is effective on the date that a certificate of lien is filed for record in the office of the Warren County Recorder, pursuant to authorization of the Board of Directors. The certificate shall contain a description of the Lot, the name of the Owner of the Lot, and the amount of the unpaid Assessment. It shall be subscribed to by the President of the Board or the Association's counsel.

B. The lien is a continuing lien upon the Lot against which each Assessment is made, subject to automatic subsequent adjustments reflecting any additional unpaid interest, administrative late fees, enforcement assessments, collection costs, attorney's fees, paralegal fees, and court costs.

C. The lien is valid for a period of five years from the date of filing, unless it is sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or unless it is discharged by the final judgment or order of a court in an action brought to discharge the lien as provided in this section.

D. The lien is prior to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments of political subdivisions and liens of first mortgages that have been filed for record prior to the recording of the lien, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association.

E. Following any foreclosure action, the Association or an agent the Board authorizes is entitled to become a purchaser at the foreclosure sale.

SECTION 7. Subordination of Lien to Mortgage. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien.

SECTION 8. Foreclosure. The lien for Assessments may be enforced and foreclosed upon in the manner provided by the laws of the State of Ohio by an action in the name of the Association. The Association is entitled to the appointment of a receiver to collect rental payments due on the Lot. Any rental payment a receiver collects during the pendency of the foreclosure action shall be applied first to the payment of the portion of the Common Expenses chargeable to the Lot during the foreclosure action.

SECTION 9. Personal Judgment. A suit to recover a money judgment for unpaid Assessments may be maintained without foreclosing or waiving the lien securing the same, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

SECTION 10. Application of Payments. The Association shall credit any amount it receives from an Owner in the following order:

- A. To interest owed to the Association;
- B. To administrative late fees or enforcement assessments owed to the Association;
- C. To collection costs, attorney's fees, and paralegal fees the Association incurred in collecting the Assessment;
- D. To the oldest principal amounts the Owner owes to the Association for the Common Expenses chargeable against the Lot.

SECTION 11. Suspension of Voting Rights and Use of Recreational Facilities. If any Assessment remains unpaid for thirty (30) days after it becomes due, then the delinquent Owner's voting rights may be suspended and the Board may suspend such Owner's right to use the recreational facilities (pool and clubhouse) located upon the Common Area in accordance with Article II, Section 2 above.

ARTICLE VI. MAINTENANCE

SECTION 1. Maintenance by Association.

A. Common Area. The Association shall maintain, replace and repair the Common Areas, including without limitation: street signage; all landscaping and other flora, structures, and Improvements, including the private streets themselves, situated upon the Common Areas; personal property used in connection with the operation of the Common Areas; and all utility services from the point of the main connection to the point at which that utility service begins to serve one Dwelling Unit or Lot exclusively.

B. Lots and Dwelling Units. In addition, the Association shall be responsible for performing the following exterior maintenance on each Lot: painting, repair, and replacement of roofs, gutters, downspouts, exterior building surfaces, and exterior caulking of the Dwelling Units located on the Lots; and the trimming, repair, and replacement of the Street Lined Trees. The Association shall be responsible for the exterior maintenance of the exterior wood trim of windows, but shall not be responsible for the exterior metal trim of windows which is an Owner maintenance, repair and replacement responsibility; and the Association shall be responsible for painting the exterior wood trim of doors and Owners shall be responsible for all other maintenance, repair, and replacement of exterior door trim. The Owner is responsible to maintain, trim, remove, and replace any trees on the Lots that are located on the Lot, except for Street Lined Trees. If, in the reasonable determination of the Board, any tree on a Lot is not being adequately maintained by an Owner, the Association may provide

reasonable notice (unless an emergency wherein no notice is required for an emergency) and go on said Lot and perform tree maintenance and charge the cost of the same to the Owner as an Individual Lot Assessment.

SECTION 2. Maintenance by Owner. Except as expressly stated immediately above, each Owner shall repair, replace, and maintain in good order and condition, at their own expense, all portions of, Improvements to, structures on, and equipment and components used in connection with their Lot. This responsibility includes, without limitation, promptly furnishing all necessary materials and performing or causing to be performed at their own expense, all maintenance, repairs, and replacements within such Lot that, if omitted, would adversely affect the safety and appearance of the Property. This responsibility includes, without limitation: foundation walls, windows (including glass, frames, metal exterior trim, and interior trim), doors (including frames, interior trim, threshold plates, and weather stripping), decks, patios, porches, stoops, air conditioning pads, fixtures, mechanical equipment, all utilities that serve the Dwelling Unit exclusively from the point of connection at which the utility service serves the Dwelling Unit exclusively, garage doors, including electric openers, pest control / extermination (both interior and exterior), sump pumps, and all interior damage (regardless of cause). Each Owner shall maintain their Lot in accordance with the Rules, the Exterior Alteration Guidelines, Landscape Guidelines and the requirements set forth in this Declaration. This responsibility includes the responsibility to not trim or damage the Street Lined Trees and to not plant anything around the Street Lined Trees.

SECTION 3. Right of Association to Repair or Maintain Lot. If any Owner fails to maintain, repair, or replace any part of any item on their Lot for which they are responsible in the manner required by this Declaration, the Exterior Alteration Guidelines, Landscape Guidelines, or the Rules and Regulations, or in the case of an emergency where an imminent threat to the Property exists upon a Lot, then the Board may authorize its employees, contractors, officers, or agents to enter the Lot and complete such maintenance or remove such threat. Owners shall provide the Board of Directors with a key to their Dwelling Unit to gain such access. If an Owner fails to provide the Association with a key for access, the Owner shall be responsible for all damage and lock change charges associated with the Association gaining such access. If the Association provides any required maintenance under this provision, it may enter upon such Lot at any reasonable time and upon 24 hours' notice to the Owner or occupant. In the case where an imminent threat to the Property exists upon a Lot and/or Dwelling Unit, the Association is not required to give any notice and may enter such Lot at any hour that is commensurate with the threat. All reasonable expenses incurred by the Association in exercising its rights under this Section shall be levied against the Lot in question as an Individual Lot Assessment.

ARTICLE VII.

EXTERIOR ALTERATION GUIDELINES/COMMITTEE AND LANDSCAPE GUIDELINES/COMMITTEE

The appearance of the Lots shall be governed and controlled by this Article and such standards and criteria as may be promulgated by the Alterations Review Committee and Landscape Committee.

SECTION 1. Alterations Review Committee. The Alterations Review Committee shall be a committee consisting of at least three (3) Owners, who shall be selected by and shall serve under the direction of the Board of Directors for Exterior Alterations sought by an Owner, other than Landscape alteration, which shall be governed by the Landscape Committee as discussed in Section 5 below. At the discretion of the Board, the Alterations Review Committee may be comprised in whole or in part by Board Members.

SECTION 2. Exterior Alteration Guidelines Document. The Alterations Review Committee may, in the discretion of the Board, promulgate a document setting forth standards that apply to the appearance, building, construction, and improvement of the Lots (“**Exterior Alteration Guidelines**”), provided that the same is approved by the Board prior to publishing it to the Owners. The Alterations Review Committee may, in the discretion of the Board, amend, apply, and administer the Exterior Alteration Guidelines provided, however, that all decisions are subject to the oversight and approval of the Board. Further, the Alterations Review Committee may not act independent of the Board. Only the Association, acting through the Board, may enforce the Exterior Alteration Guidelines. By acceptance of a deed to a Lot, each Owner covenants and agrees to comply with, and to cause his/her Lot and any occupant thereof to comply with, the Exterior Alteration Guidelines.

SECTION 3. Modifications. Except as otherwise provided in this Declaration, the Alteration Review Committee shall have jurisdiction over all construction, Improvements, modifications, additions, or alterations on or to the Lots or exterior of the Dwelling Unit. No person shall construct an Improvement or alter surfaces of existing Improvements on any Lot, including without limitation, change paint colors or roofing materials, construct or modify fencing, or install any recreational device, without obtaining the prior written consent of the Alterations Review Committee. Owners shall submit plans and specifications showing the nature, kind, shape, color, size, materials, and location of Improvements and alterations to the Alterations Review Committee for its approval.

SECTION 4. Variances. To avoid unnecessary hardships and/or to overcome practical difficulties in the application of the provisions of this Declaration or the Exterior Alterations Guidelines, the Alterations Review Committee shall have the authority to grant reasonable variances from the provisions of Article VIII below, provided that the activity or condition is not prohibited by applicable law, and provided further that, in their judgment, the variance is in the best interest of the community and is within the spirit of this Declaration and the Exterior Alteration Guidelines. No variance granted hereunder shall constitute a waiver of any provision of this Declaration as applied to any other party or any other part of the Property.

SECTION 5. Landscape Guidelines and Landscape Committee. The landscaping upon all Lots and the Common Areas shall be governed by promulgated Landscape Guidelines drafted by the Landscape Committee. The Landscape Committee shall be a committee consisting of at least three (3) Owners, who shall be selected and serve under the direction of the Board of Directors. At the discretion of the Board, the Landscape Committee may be comprised in whole or in part of Board members. The Board shall approve the Landscape Guidelines before the same is published to the Owners. The Landscape Guidelines may be altered and amended by the Landscape Committee and/or Board without a vote of Owners. The Landscape Guidelines shall be considered a Rule and Regulation and shall be a governing document of the Association and

each Owner hereby agrees to comply with the same. All landscape changes to a Lot must be approved in advance by the Landscape Committee.

ARTICLE VIII. RESTRICTIONS

SECTION 1. Binding Effect. The following restrictions and covenants concerning the use and occupancy of the Property shall run with the land and be binding upon every Owner or occupant, their heirs, successors and assigns, as well as their family members, guests, tenants, and invitees.

SECTION 2. Use Restrictions.

A. Use of Lots. Except as otherwise permitted herein, each Lot shall be occupied and used exclusively for single-family residential purposes and purposes customarily incidental to such a residence.

B. Use of Common Area. The Common Area may be used only in accordance with the purposes for which it is intended and for any reasonable purposes incidental to the residential use of a Lot. All uses of the Common Area shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of the Owners and occupants, and shall comply with the provisions of this Declaration, the laws of the State of Ohio, and the Governing Documents.

C. Hazardous Actions or Materials. Nothing shall be done or kept in any Lot or in or on any portion of the Common Area that is unlawful or hazardous, or that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Lots and Common Areas, or that might unreasonably disturb the quiet occupancy of any person residing on any other Lot.

D. Street Lined Trees. No Owner shall trim the Street Lined Trees. No Owner shall plant any plant around the Street Lined Trees, even if such trees are on their Lot.

E. Occupancy by Registered Sex Offenders. No Lot shall be occupied by any person who is a registered sex offender as provided below:

- (i) Chapter 2950 of the Ohio Revised Code requires the registration of sexual offenders and offenders who commit child-victim oriented offenses and who pose a risk of engaging in future offenses. In Section 2950.02, the Ohio Legislature emphasized that the governmental interest in protecting public safety is paramount. It is further stated that a person who is found to be a sex offender has “a reduced expectation of privacy because of the public’s interest in public safety and in the effective operation of government.” Therefore, in the interest of the public safety, the Ohio Revised Code has imposed a system of registration whereby sexual offenders can be identified to the public and all registered information is public record and open to public inspection.
- (ii) The Owners within Eagle View Village have determined that individuals who are required to register pursuant to Chapter 2950 of the Revised Code present an

unreasonable danger to the residents of Eagle View Village by virtue of their access to the common element facilities where the residents at Eagle View Village are subject to contact with such sexual offenders. Further, in traveling to and from the common element facilities, the residents of Eagle View Village are subject to contact with such sexual offenders on a frequent and continuing basis. Such potential exposure, in light of the legislature's recognition of the serious danger posed by these individuals, dictates that sexual offenders should be prohibited from temporarily or permanently residing in or upon any Dwelling unit on the Property.

- (iii) No person who is required to register with a designated registering agency pursuant to Chapter 2950 of the Ohio Revised Code, and who is thereafter determined to be a sexual offender, may temporarily or permanently reside in a Dwelling Unit located on the Property. This Section will not apply to persons who reside in a Dwelling Unit prior to the date this Amended and Restated Declaration is recorded with the Warren County, Ohio Recorder's Office.
- (iv) If, subsequent to the recording of this Amended and Restated Declaration, a sexual offender occupies a Dwelling Unit as a tenant, or under any other possessory interest, the Owner must immediately cause the person to vacate the Dwelling Unit within 30 days of the date the Owner was notified by any other Owner or the Association of the presence of a sexual offender. If the Owner fails to commence an eviction proceeding within 30 days following the date required and fails to prosecute the eviction to conclusion, then the Association may file for injunctive relief and any costs associated with the same, including Court costs and reasonable attorney's fees, shall be an Individual Lot Assessment against the Owner and Dwelling Unit, subject to lien and foreclosure.
- (v) Any Owner, who by virtue of residing in a Dwelling Unit, has been notified by the Association or any other Owner that they are in violation of this provision, must vacate the Dwelling Unit within 30 days of the receipt of the Association's notice. If the Owner fails to vacate the Dwelling Unit within 30 days, the Association shall be entitled to a mandatory injunction in the Court of Common Pleas requiring the sexual offender to immediately vacate the Dwelling Unit.
- (vi) The Association will not be liable to any Owner or anyone occupying a Dwelling Unit or visiting the Property as a result of the Association's failure to dispossess a sexual offender. Any costs the Association incurs in enforcing this provision shall be an Individual Lot Assessment against the Lot and the Owner, subject to the lien and foreclosure provisions herein.

F. Signs. No signs of any character shall be erected, posted or displayed upon any Lot, except for one temporary real estate sign not to exceed six (6) square feet in area advertising that such Lot is for sale, without prior approval of the Landscape Committee. This prohibition shall not apply to any street signs installed by the Association in any right-of way or on any Lot.

G. Animals. No person may keep, breed, board, or raise any animal, livestock, reptile, or poultry of any kind for breeding or other commercial purpose on any Lot, or in or upon any part of the Common Area. This provision shall not prohibit the keeping of dogs, cats, fish, and/or caged birds as domestic pets provided that such pets are not kept, bred or maintained for commercial purposes and they do not annoy, disturb, or interfere with the quiet enjoyment of other Owners or occupants. All pets must be licensed according to state and local laws and must be on a leash when walked outdoors. All Owners must comply with the pet requirements promulgated in the Landscape Guideline or in the Rules and Regulations.

H. Nuisances. No noxious or offensive activity shall be permitted on the Property or within any Dwelling Unit located on the Property.

I. Business Use / Home Occupations. Home occupations are permitted, subject to all of the following conditions:

i. Only an Owner or occupant may engage in home occupation, and that Owner or occupant cannot hire an employee or independent contractor who works from within the Dwelling Unit.

ii. There shall be no change in the outside appearance of the Property or other visible evidence of the conduct of such home occupation.

iii. No home occupation shall be conducted in any accessory building or structure outside of the Dwelling Unit.

iv. There shall be no sales of products from within the Dwelling Unit which require persons to visit the Dwelling Unit for pick-up or delivery.

v. No traffic shall be generated by such home occupation in greater volume than would normally be expected in a residential neighborhood.

vi. No equipment or process shall be used in such home occupations that create noise, vibration, glare, fumes, odors, or electrical interference detectable to the normal senses off the Lot. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio, television, internet, or Wi-Fi receivers off the Property or which causes fluctuations in line voltage off the Property.

vii. Home occupations shall be clearly incidental and subordinate to the use of the Property for residential purposes.

viii. There shall be no outside storage of any kind related to the home occupational use.

ix. No heavy equipment such as bulldozers, front loaders, tractors, dump trucks, tractor trailers, semi-trucks, etc., or any business vehicles shall be used in such home occupation or stored on the Property.

x. No Dwelling Unit shall serve as a gathering point for employees engaged in the business that takes place off the premises. This may include, but it is not limited to, landscape business offices, construction offices, or a trucking business where drivers or employees gather at the Dwelling Unit before being dispatched from the Unit.

J. Storage. No open storage of any kind is permitted. All storage must be enclosed in approved storage containers, such as deck boxes, in accordance with the rules of the Association and/or Exterior Alteration Guidelines.

K. Leasing. In order to (i) protect the equity of the individual property owners in Eagle View Village, (ii) carry out the purposes for which the Property was formed by preserving the character of the Property as a homogeneous residential neighborhood of predominantly owner-occupied homes and by preventing the Property from assuming the character of a renter-occupied apartment complex; and (iii) to comply with the eligibility requirements for financing in the secondary mortgage market, insofar as such criteria provides that the project be substantially owner-occupied, leasing or renting of the Lots shall be governed by the restrictions imposed by this Section. A tenant shall mean any occupant who is not an Owner, whether or not rent is paid for the Dwelling Unit.

i. Except as otherwise provided in this Section in the case of undue hardship, the leasing or renting of Lots and Dwelling Units located upon a Lot shall be prohibited.

ii. Those Owners who are leasing their Dwelling Unit or Lot upon the date that this Amended and Restated Declaration is recorded ("Effective Date") may continue to do so and shall not be required to demonstrate undue hardship as a prerequisite for the same provided they follow the "Grandfather Procedure" set forth below. However, upon any conveyance, by any method, of a Dwelling Unit that has been Grandfathered by the Grandfather Procedure, any purchaser or grantee of such Grandfathered Dwelling Unit shall be subject to the provisions of this Section, in addition to all other provisions of the Declaration, By-Laws, and Rules and Regulations adopted by the Board. "Grandfather Procedure" means that in order for an Owner to be allowed to continue to lease a Dwelling Unit or Lot pursuant to this Section ii, any Owner who is leasing his or her Dwelling Unit or Lot as of the date of recording of this Amended and Restated Declaration, must provide the Association within twenty (20) days of the recording of this Amendment the following: 1. A copy of the lease agreement (all leases must be in writing to be considered Grandfathered); 2. An address and phone number, other than the Unit, where the Owner can be reached; 3. The names and phone numbers of all occupants/tenants of the Unit. An Owner who fails to provide the above information timely will not be considered Grandfathered and said tenant/occupant will be subject to eviction.

iii. Any Lot or Dwelling Unit occupied by Immediate Family shall not be a violation of this provision. For purposes of this Section K, Immediate Family shall mean the following Relatives of the title Owner: child, mother, father and/or sibling. For purposes of this Section K, Relative shall mean any person that is the blood or adoptive relative of the title Owner, or any minor to which the title Owner is the legal guardian. It shall be incumbent upon the title Owner to show proof satisfactory to the Board of Directors of the status of Relative.

iv. Applications for an undue hardship exception will be considered in the order in which they are received. Documentation evidencing an undue hardship is required before an exception will be granted by the Board. The Board of Directors shall have the sole discretion to determine whether an undue hardship exists. Circumstances constituting an undue hardship include but are not limited to the following: (a) An Owner must relocate their residence and cannot, within 90 days from the date the Lot was placed on the market, sell the Lot for the current appraised market value, after having made a reasonable effort to do so; (b) where the Owner dies and the Lot is being administered by their estate; and (c) where the Owner takes a leave of absence or temporarily relocates and intends to return to reside at the Lot, in which case the Owner must reapply at the end of each lease term for renewal of the hardship exception. Any lessee or tenant allowed to rent under the provisions of this Section K shall have no voting rights within the Association.

v. Board shall have the authority to make and enforce reasonable Rules and Regulations and to levy fines for violation of the Declaration, By-Laws, or those Rules and Regulations. Moreover, any Owner who under this Amendment rents their Lot is required to include language in the lease agreement which states that the lease agreement is subject to the Association's governing documents. Any transaction which does not comply with this Section shall be void unless subsequently approved by the Board in writing.

vi. No Lot may be leased for transient or hotel purposes, which shall include, without limitation, the following: (a) rental for any period less than 30 days; and (b) any rental where the occupants of the Lot are provided customary hotel service such as room service, maid service, furnishing of laundry and linens, etc.

vii. Any lessee or tenant of a Lot shall in all respects be subject to the Declaration, By-Laws, and all Rules and Regulations as are from time to time promulgated by the Board as though such lessee or tenant were an Owner.

viii. The lease of any Lot shall be in writing and in a form approved by the Board, and a copy of the lease must be filed with the office of the Association's managing agent. Such lease shall provide that the violation of any provision of the Declaration, By-Laws, or the Rules and Regulations promulgated thereunder shall constitute a default under the lease giving the Association the right to evict the lessee. In the event such lease does not include such provision, then, by means of this covenant on the Lots, such provision shall be deemed automatically included in such lease. Each Owner agrees, furthermore, to cause his or her lessee or persons living with such Owner or with his or her lessee to comply with the Declaration, By-Laws, and the Rules and Regulations promulgated thereunder and is responsible and liable for all violations and losses caused by such tenant or lessee, notwithstanding the fact that such occupants of the Lots are fully liable for any violation of the Declaration, By-Laws, and Rules and Regulations. Any fines levied against a Lot and not paid by the Owner or lessee shall constitute a lien against the Lot.

ix. The Association may initiate eviction proceedings, pursuant to Chapters 5321 and 1923 of the Ohio Revised Code, to evict a tenant for a violation of subsection (v) of this Section. The action shall be brought by the Association, as the Owner's agent, in the name of the Owner. In addition to any procedures required by Chapters 5321 and 1923 of the Revised

Code, the Association shall give the Owner at least ten days written notice of the intended eviction action prior to placing a thirty (30) day notice to leave on the door of the tenant. The costs of any such eviction action, including reasonable attorney's fees, shall be charged to the Owner and shall be the subject of an assessment against the offending Lot and shall constitute a lien against that Lot that may be foreclosed upon. These covenants, by this recorded Amended and Restated Declaration, are deemed to be part of the lease agreement.

x. No Owner shall enter into a lease that would allow anyone who is a registered sex offender in any state to occupy the Lot.

xi. Any first mortgagee of a Lot who becomes the Owner of that Lot shall be permitted to lease the Lot without having to demonstrate undue hardship, but any subsequent purchaser from the first mortgagee is subject to this provision.

L. Vehicles and Parking.

i. **Streets.** Except for a portion of Inverness Way, the streets in the Property are Common Area and are therefore subject to all rules promulgated by the Board, including those rules that concern parking of vehicles thereon.

ii. **Restricted Vehicles, Trailers, and Campers.** No personal commercial vehicles, delivery trucks, trailers, buses, recreational vehicles (including jet skis and snowmobiles and R.V.'s and mobile homes), campers, boats, trailers, stored vehicles, broken down vehicles, wrecked vehicles, leaking vehicles, or any vehicle in a state of disrepair as determined by the Board may be parked in any driveway, on any street, or any portion of the Common Area, including the parking pads. Such vehicles may only be parked on the Property if they are stored in the enclosed garage attached to the Dwelling Unit. This Section (ii) shall apply to owners, visitors, tenants, occupants, guests, licensees and invitees.

iii. **Repair and Maintenance of Vehicles.** The repair or extraordinary maintenance of automobiles or other vehicles shall not be carried out upon the Property. Only minor maintenance of vehicles such as oil changes or tune-ups may be performed in any driveway. Any maintenance or reasonable repair may be performed in an Owner's garage as long as it is done with the garage door closed and in such a way that it will not annoy the Owners or occupants of the Property.

M. Trash. No burning or storage of trash of any kind shall be permitted on the Property. All trash shall be deposited in covered sanitary containers and must be screened from view. All trash shall be collected by the same waste hauling service (to be chosen by the Board) on the same day each week.

N. Antennae and Satellite Dishes. No outside television or radio aerial or antenna, satellite dish, or other aerial or antenna, for reception or transmission, shall be maintained on any Lot or Dwelling Unit, except one satellite dish or antennae per Dwelling Unit is permitted provided it does not exceed one (1) meter in diameter and, to the extent practical, it is screened from view from all streets. Owners shall be solely responsible for any such damage or repairs that result from such attachments or installations, including but not limited to roof leaks into the

interior of a Dwelling Unit. No Owner may install any antenna or satellite dish of any kind on the Common Area.

O. Prohibited Structures. No above-ground swimming pool, hot tubs, tennis court, fence, or other permanent or temporary recreational equipment (such as fire pit or chiminea) shall be permitted on any Lot unless first approved by the Alterations Review Board.

P. Mailboxes. All mailboxes are part of the Common Area. Owners shall not modify, remove, or interfere with the mailboxes.

Q. Yard Lights and Lamp Posts. All landscaping yard lights shall conform to the standards set forth in the Landscape Guideline.

R. Outbuildings. No structure of a temporary character, trailer, mobile home, shed, tent, shack, garage, accessory building, or outbuilding shall be placed upon any Lot at any time by any person.

S. Obstruction of Common Area. No person shall obstruct any of the Common Areas or otherwise impede the rightful access of any other person on any portion of the Property upon which such person has the right to be. No person shall place or cause or permit anything to be placed on or in any of the Common Areas without the approval of the Board. Nothing shall be altered or constructed in or removed from the Common Area except upon the written approval of the Board.

SECTION 3. Right of Removal. The Association may enter upon any Lot or the exterior of any Dwelling Unit at reasonable hours on any day for the purpose of removing or correcting any violation or any attempted violation of any of the covenants and restrictions contained in this Article or in the Rules, or for the purpose of abating anything herein defined as a prohibited use or nuisance. This right includes the ability to remove unauthorized Improvements and structures on Lots. No such action shall be taken pursuant to this Section without a resolution of the Board of the Association authorizing access to any Lot or property covered under this Section and unless the Association has given the Lot Owner twenty-four (24) hours advanced notice; however, in the case of an emergency or where an imminent threat to the Property exists by virtue of a violation of these Use Restrictions, no such notice is required and the Association may immediately take such action. In such event, any charges incurred by the Association in correcting the violation (including court costs and reasonable attorney's fees) shall constitute a charge against the subject property and a personal obligation of the Owner thereof, and the Association shall have a lien upon the Lot for such expenses, including the costs of collection of said lien amount.

ARTICLE IX.

INSURANCE AND CASUALTY LOSSES, CONDEMNATION

SECTION 1. Insurance. The Association's Board, or its duly authorized agent, shall obtain and maintain blanket "all-risk" property insurance, if reasonably available, for all insurable Improvements on the Common Area and all initial Improvements on each Lot (but not subsequent Improvements on the Lots or Owners' personal property thereon), for 100% of the

current replacement cost. 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.

A. The Board shall also obtain a public liability policy covering the Common Area, 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 Lot. The public liability policy shall have such limits as the Board reasonably decides.

B. Premiums for all insurance maintained by the Association, subject to the right of the Association to seek reimbursement for all or a portion of such expenses pursuant to other covenants or agreements relating thereto, and shall be a Common Expense.

C. The policies may contain a reasonable deductible, set in the reasonable discretion of the Board, 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. If damage that results from a loss or casualty is estimated to cost less to repair than the amount of the deductible of the Association’s property insurance policy, then the Association shall not make a claim against such policy and the financial responsibility for the repairs shall be borne by the party responsible for the maintenance and repair of the damaged items as set forth in Article VI of this Declaration. If a claim is made against the Association’s property insurance policy, then the cost of the deductible shall be paid as follows:

i. The Owner shall pay the cost of the deductible if the damage is solely to their Lot or the initially constructed Improvements thereon. In order to meet this obligation, Owners shall assure to have insurance coverage, as further described in Section 3 of this Article below, that would cover the cost of the deductible in this scenario. This obligation exists regardless of fault or cause of such damage.

ii. The Association shall pay the cost of the deductible if the damage is to the Common Area and such shall be a Common Expense to be paid equally by the Owners, via regular assessment or Special Assessment. Any Special Assessment levied by the Association in order to pay the cost of the deductible under this Section shall not require any vote of the Members of the Association. In order to meet this obligation, Owners shall assure to have insurance coverage, as further described in Section 3 of this Article below, that would cover the cost of the deductible in this scenario.

iii. If the damage is to more than one Lot or improvements thereon or to a Lot or Lots, and improvements thereon, and the Common Area, then the cost of the deductible shall be split pro rata, according to the damage suffered by each Unit and Common Area in relation to the total damage. By way of example: if a loss/casualty causes \$100,000 in damage and \$20,000 of the damage is to fictitious Lot A, \$30,000 of the damage is to fictitious Lot B, and \$50,000 is damage to the Common Area, then Lot A would be responsible for 20% of the deductible, Lot B would be responsible for 30% of the deductible, and the Association would be responsible for 50% of the deductible.

D. 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:

i. All policies on the Common Area shall be for the benefit of the Association and its Members;

ii. Properties 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.

iii. 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.

iv. 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.

v. The Association may 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 of similar types of properties in the Warren County area.

E. The Association's Board of Directors should use reasonable efforts to secure insurance policies that will provide the following:

i. a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, officers, employees and manager, and the Owners of Lots ;

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

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

iv. 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;

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

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

SECTION 2. Other Insurance. In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense:

- A. worker's compensation coverage, if and to the extent required by law;
 - B. Directors' and Officers' liability coverage;
 - C. a fidelity bond or bonds on Directors, officers, employees, and other persons handling or responsible for the Association's funds, in an amount equal to three months' Annual Assessments plus the amount in reserves;
 - D. flood insurance, if necessary and if reasonably available;
 - E. additional insurance against such other hazards and casualties as is required by law;
- and
- F. any other insurance the Association deems necessary.

SECTION 3. Individual Insurance. Each Owner shall be responsible for any other insurance coverage not required to be maintained by the Association, including without limitation, insurance covering their personal property and insurance for upgrades or additions to their Lot that were made subsequent to initial construction. Owners shall also be responsible for payment of any deductibles applicable to Association insurance policies as further detailed in Section 1(C) above, and shall therefore obtain the following insurance coverages to ensure that they can meet their obligation to pay deductibles:

A. adequate dwelling coverage on the individual homeowner's insurance policy to cover deductibles assessed under the Association's property insurance policy for damage to their Lot; and

B. coverage that is termed in the industry as "loss assessment coverage" to pay any individual portion of a Special Assessment levied against all Owners to cover any deductible or portion thereof to be paid by the Association.

The Association may require Owners to provide proof of these required coverages, annually or otherwise upon request. If an Owner does not have insurance coverage of their obligation to pay deductibles as described above, that obligation shall be the personal responsibility of said Owner, and may be levied as an Individual Lot Assessment by the Association. Such Individual Lot Assessment shall be levied by the affirmative vote of a majority of the Board of Directors and shall be due upon the date provided in the written notice to the Owner by the Association. If not paid on the date due, the Individual Lot Assessment shall be subject to the lien and foreclosure provisions of this Declaration.

SECTION 4. Damage or Destruction and Restoration. 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 it existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. If the damage for which the insurance proceeds are paid is to be repaired or reconstructed, then the proceeds shall be paid first to defray the costs thereof. Any reconstruction or repair shall be substantially in accordance with plans and specifications for the original improvements or as approved by the Owners directly affected, the Board, and a majority of the mortgagees of the affected Lots. The Board shall be responsible to contract for the reconstruction and repair work.

SECTION 5. Election Not to Restore Lots. Notwithstanding the foregoing, if at least fifty percent (50%) of the Lots are found by the Board to be untenable after the casualty or the taking of one or more Lots or Dwelling Units in any condemnation or eminent domain proceedings, then after the determination of the amount of insurance proceeds to be paid under Association's property insurance policy, the Board shall give written notice to all Owners of the casualty, the extent of the damage, the estimated cost to rebuild or repair, the amount of insurance proceeds, and the estimated amount of Assessments required to pay the excess of the cost of reconstruction or repair over the amount of the proceeds. The Board shall call a meeting of all Owners within fifteen (15) days of mailing such notice. If, pursuant to such meeting, at least eighty percent (80%) of the Owners and a majority of the Eligible Holders (defined below) of first mortgage liens (each mortgagee having one vote for each Lot on which it has a first mortgage) determine not to reconstruct or repair, then all of the Property shall be sold as upon partition, and the net proceeds thereof, along with the net proceeds of insurance paid by reason of such damage or destruction, or the net amount of any award or proceeds of settlement arising from such proceedings, shall be equally distributed among the Owners of the Lots, and the holders of their respective first mortgage liens (as their interests may appear). "**Eligible Holders**" are defined as those mortgage holders who notify the Association in writing of their desire to receive notice of certain actions.

SECTION 6. Election not to Restore Common Area. Any damage or destruction to the Common Area shall be repaired or reconstructed unless the at least seventy-five (75%) percent of the Owners decide not to repair or reconstruct. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed. In the event the Owners determine that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then such affected portion of the Property shall be cleared of all debris and ruins and maintained by the Association in a neat and attractive landscaped condition consistent with the prevailing standards of Eagle View Village.

SECTION 7. 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 Parcel and may be enforced by such Mortgagee.

SECTION 8. Insufficient Insurance. In the event an item or any portion thereof which is insured by the Association shall suffer damage or destruction from any cause or peril which is not insured against, or if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then the Association shall advance such costs in excess of available insurance proceeds. The amount so advanced by the Association shall become a Special Assessment against all of the Lots, and such assessment shall have the same force and effect, and if not paid, may be enforced in the same manner as herein provided for the nonpayment of Assessments. The action required to be taken by the Association under this Section shall not require any vote of the Members of the Association.

SECTION 9. Condemnation. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements, and agreements with the condemning authority for acquisition of the Common Area. Each Owner, by acceptance of delivery of a deed for a Lot, appoints the Association as his or her attorney in fact for this purpose. If part or all of the Common Area is taken or acquired by a condemning authority, the award or proceeds of settlement shall be payable to the Association for the use and benefit of Owners and their mortgagees as their interests may appear.

ARTICLE X. EASEMENTS

SECTION 1. Owners' Easement of Access and Enjoyment Over Common Area and Lots. Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Area, and a right of access to and from his/her Lot, as detailed further in Article II of this Declaration. Each Owner shall have a right and easement over any Lot in order to gain access to his or her Lot should there be no exterior access to a Lot from a Common Area. Any Owner who uses any access easement granted in this Section 1 shall be responsible to repair any damage caused by utilizing said access easement.

SECTION 2. Platted Easements. Easements for installation, maintenance, and location of utilities and drainage facilities may be reserved on the Survey Plat. Owners and Occupants shall not (i) obstruct or interfere with any easements or the natural flow of surface water, which shall, at all times, be kept free from obstruction, or (ii) alter the location or grade of open storm water drainage ways.

SECTION 3. Inspection and Maintenance Easements, Right of Entry. Each Lot shall be subject to an easement in favor of the Association and its duly authorized agents, officers, contractors, and employees, for access to inspect such Lot, to fulfill its maintenance obligations, and to assert any of its maintenance rights as provided in this Declaration.

SECTION 4. Party Wall Easements. Party Walls are defined in Article XI of this Declaration. Each Owner shall own separately so much of a Party Wall as stands upon such Owner's Lot, such ownership being subject to the easements, restrictions, and covenants contained in this Declaration. Each Owner sharing a Party Wall with another Owner shall have the right and

easement to use so much of the Party Wall as is located on the parcel adjacent to such Lot for structural support of each Owner's Dwelling Unit. Maintenance and repair rights and obligations, including further easement rights, associated with Party Walls are further detailed in Article XI of this Declaration.

SECTION 5. Encroachments. If, by reason of the construction, reconstruction, repair, settlement, shifting, or other movement of any of the Dwelling Units, or by reason of the partial or total destruction and rebuilding of the Dwelling Units, any part of the Common Area encroaches upon any part of a Lot or any part of a Dwelling Unit on a Lot encroaches upon any part of the Common Area or on another Lot; or, if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving one Lot encroach upon any part of any other Lot, then valid easements for the maintenance of such encroachments are established. These easements shall exist for the benefit of the affected Lot(s) and the Common Area, as the case may be, so long as the encroachments exist. However, in no event shall a valid easement for any encroachment be created in favor of any Owner if the encroachment occurred due to the willful or negligent conduct of that Owner or their occupants, guests, licensees, or invitees.

SECTION 6. Utility and Security Easements. The Association, acting through its Board, may grant easements over the Common Area for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, ducts, cables, and other equipment necessary to furnish electrical, gas, sewer, water, telephone, cable television, and other similar utility or security services, whether of public or private nature, to the Property and to any entity for such other purposes as the Board deems appropriate; provided that such equipment or the exercise of such easement rights shall not unreasonably interfere with the Owners' use and enjoyment of the Property. The Owner of each Lot shall have the permanent right and easement to and through the Common Area for the use of electrical, gas, water, sewer, power, cable television, telephone, and other utilities now or in the future existing within the Common Area.

SECTION 7. Easement for Services. A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, garbage removal personnel, and all similar persons, and to the local governmental authorities and the Association (but not to the public in general) to enter upon the Common Area to perform their duties.

SECTION 8. Easement for Retention, Detention, Surface Drainage Areas. The Board may convey easements over the Property to any entity, including cross-easements between Lots, for the purpose of constructing, installing, maintaining, and operating retention, detention and surface drainage areas for the Property, and to any entity for such other purposes as the Board deems appropriate; provided that the exercise of such easement rights shall not unreasonably interfere with the Owners' use and enjoyment of the Property. The Board may grant such easements over all portions of the Property for the benefit of adjacent properties as the Board deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon the Property.

SECTION 9. Easements to Run With Land. All easements and rights described in this Declaration are easements appurtenant running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Association and any Owner,

purchaser, occupant, mortgagee, and other person now in the future having an interest in any part of the Property.

ARTICLE XI. PARTY WALLS

SECTION 1. Party Walls Defined. Eagle View Village is an attached townhome community, where multiple Dwelling Units are attached to form a single multi-family structure. Each wall which is built as part of the original construction of the Dwelling Units and placed on the dividing line between the Lots or Dwelling Units shall constitute a "Party Wall," and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

SECTION 2. Modifications Without Consent. No Owner shall, without the consent of the other Owner with whom they share a Party Wall (which consent shall not be unreasonably withheld), do any of the following with respect to such Party Wall: (i) make or cause to be made openings in such Party Wall; (ii) increase or decrease the thickness of such Party Wall; (iii) add to or extend such Party Wall; (iv) remove soundproofing from such Party Wall; or (v) modify such Party Wall in any way that would lower or alter the fire rating of such Party Wall.

SECTION 3. Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use the wall in proportion to such use.

SECTION 4. Destruction by Fire or Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty and such damage is not covered by the property insurance policy maintained by the Association, any Owner who has used the Party Wall may restore it, and if the other Owners thereafter make use of such Party Wall, they shall contribute to the cost of restoration thereof in proportion to such use. However, this provision shall not prejudice the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. If a Party Wall is destroyed or damaged by fire or other casualty which is covered by the property insurance policy maintained by the Association, such Party Wall shall be rebuilt with the proceeds of insurance available therefor, unless otherwise agreed by the Association and the Owners of all Dwelling Units in the structure where the Party Wall was located.

SECTION 5. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by their negligent or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

SECTION 6. Easements. For the purpose of maintenance, repair, and replacement which is further detailed in this Section, each Lot shall have the benefit of mutual easements across the other Lots and through the Dwelling Units thereon, and each such Lot shall be subject to the same easements across it and through the Dwelling Unit thereon for the benefit of the other Lots. These easements exist for the maintenance, continuation, and upkeep of the soundproofing, wires, pipes, and utility lines serving the individual Lots and Dwelling Units located thereon. The Owner(s) of each Lot sharing a Party Wall shall maintain, repair, and replace all

soundproofing, wires, pipes, and lines serving such Lots and Dwelling Units, and for this purpose may enter upon the other Lots or Dwelling Units in accordance with Section 7 of this Article. However, if any Lot or Dwelling Unit is damaged or disturbed by reason of the exercise of this easement, including but not limited to ingress, egress, and access, the Owner who engaged the same shall be responsible for repairing and restoring it to its former condition. The cost of repair and maintenance of any soundproofing, wires, pipes, and utility lines used jointly for the benefit of two or more Lots shall be shared by the Owners in proportion to their use of the Party Wall.

SECTION 7. Right of Entry. For purposes of making inspections and repairs under this Article, an Owner, his agents, or contractors shall have the right to enter upon the premises of the other Owners of a Party Wall during reasonable hours upon the giving of reasonable notice to the other Owners.

SECTION 8. Control and Responsibility for Shared Wires, Pipes, and Utility Lines. The responsibility for the repair and maintenance of any wires, pipes, or utility lines located in a Party Wall and used jointly for the benefit of two or more Lots that share such Party Wall shall be shared by the Owners in proportion to their use of the Party Wall.

SECTION 9. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

SECTION 10. Rights Not Subject to Suspension. The rights and easements created in this Article shall not be suspended by the Association for any reason.

ARTICLE XII. MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders of first Mortgages on Lots in the Properties. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

SECTION 1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates, therefore becoming an "Eligible Holder"), will be entitled to timely written notice of:

A. any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

B. any delinquency in the payment of assessments or charges owed on a Lot subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Declaration or By-Laws relating to such Lot or the Owner or occupant thereof which is not cured within sixty (60) days;

C. any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

D. any proposed action which would require the consent of a specified percentage of Eligible Holders.

SECTION 2. Actions Requiring Approval of Eligible Mortgage Holders. To the extent possible under Ohio law:

A. Any restoration or repair of the Property after a partial condemnation or damage due to an insurable hazard shall be made substantially in accordance with this Declaration and the original plans and specifications unless the approval is obtained of the Eligible Holders of first Mortgages on Lots to which at least fifty-one (51%) percent of the votes of Lots subject to Mortgages held by such Eligible Holders are allocated.

B. Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval of sixty-seven percent (67%) of the Members and the approval of the Eligible Holders of first Mortgages on Parcels to which at least fifty-one (51%) percent of the votes of Lots subject to Mortgages held by such Eligible Holders are allocated.

C. Any election to terminate the Association under circumstances other than substantial destruction or a substantial taking in condemnation shall require the consent of the approval of sixty-seven percent (67%) of the Members and the approval of the Eligible Holders of first Mortgages on Lots to which at least sixty-seven (67%) percent of the votes of Lots subject to a Mortgage are allocated.

D. Any Material Amendment to the Declaration, By-Laws, or Articles of Incorporation of the Association shall require the approval of sixty-seven percent (67%) of the Members and the approval of Eligible Holders of first Mortgages on Lots to which at least fifty-one (51%) percent of the votes of Lots subject to a Mortgage held by an Eligible Holder are allocated. An amendment which changes the provisions for any of the following shall be considered "Material":

- i. voting rights;
- ii. assessments, assessment liens, or subordination of such liens;
- iii. reserves for maintenance, repair, and replacement of the Common Area;
- iv. responsibility for maintenance and repair of the Property;
- v. rights to use the Common Area;
- vi. boundaries of any Lot;
- vii. expansion or contraction of the Property or the addition, annexation, or withdrawal of Property to or from the Association;

viii. insurance or fidelity bonds;

ix. leasing of Lots;

x. imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey their Lot;

xi. establishment of self-management by the Association where professional management has been required by an Eligible Holder; or

xii. any provisions included in the Declaration, By-Laws, or Articles of Incorporation which are for the express benefit of holders, guarantors or insurers of first Mortgages on Lots.

SECTION 3. Additional Requirements. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least sixty-seven (67%) percent of the first Mortgagees or at least sixty-seven (67%) percent of the Members consent, the Association shall not:

i. by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);

ii. change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a Lot;

iii. by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Lots and of the Common Areas (The issuance and amendment of architectural standards, procedures rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision.);

iv. fail to maintain insurance, as required by this Declaration; or

v. use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

SECTION 4. Mortgagee Rights to Pay Association Obligations. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

SECTION 5. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of

any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

SECTION 6. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

SECTION 7. Amendment by Board. Should the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or the Federal Housing Administration subsequently delete any of the their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board without approval of the Owners, may cause an amendment to Article to be recorded to reflect the same.

SECTION 8. Applicability of Article XIII. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Ohio law for any of the acts set out in this Article.

SECTION 9. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

ARTICLE XIII. MISCELLANEOUS

SECTION 1. Enforcement. This Declaration may be enforced by any proceeding at law or in equity by any Owner, the Association, and their heirs, successors and assigns, against any person(s) violating, or attempting to violate, any covenant or restriction, to restrain and/or to enjoin violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover damages, including without limitation, reasonable attorneys' fees and costs incurred in such enforcement action. The failure or forbearance to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of these rights. By accepting a deed to a Lot, each Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement by the Association of this Declaration, the Exterior Alteration Guidelines, the Landscape Guideline, the By-Laws, or the Rules. Any attorney fees incurred by the Association in the enforcement of the Declaration, By-Laws, and/or Rules and Regulations shall be an Individual Assessment levied against the Owner of the Lot. The cost of enforcement shall include any and all attorney fees incurred; not only fees incurred in association with a filed lawsuit. Owners shall be responsible for attorney fees incurred in enforcement by the association against an owner's tenants, occupants, licensees, guests and invitees and for any violation that occurred on Common Areas and for costs associated with repairing any damage occurring on the Common Areas due to the Owner's, or his tenants, occupants, licensees, guests and invitees' negligent or intentional act.

SECTION 2. Amendments. This Declaration may be amended only by fifty-one percent (51%) of the Members. To be effective, any amendment must be recorded in the public records of Warren County, Ohio.

SECTION 3. Indemnification. The Association shall indemnify every officer, Director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, Director, or committee member. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and Directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or Directors may also be Members of the Association), and the Association shall indemnify and forever hold each such Officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, Director, or committee member, or former officer, Director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officer's and Director's liability insurance to fund this obligation, if such insurance is reasonably available.

SECTION 4. Invalidity/Severability. 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.

SECTION 5. Captions/Headings. The caption or heading of each Article and Section of this Declaration is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of this Declaration.

SECTION 6. Notices. Any notice required or permitted to be given to an Owner or resident by the Board pursuant to the provisions of this Declaration shall be deemed given when mailed by United States mail, postage prepaid, addressed to such person's last address as it appears on the records of the Association.

IN WITNESS WHEREOF, Gary R. Davis, the President of Eagle View Village Homeowners' Association, an Ohio non-profit corporation, hereby certifies that this Amended and Restated Declaration was approved by at least two thirds (2/3) of the Members of the Association.

EAGLE VIEW VILLAGE HOMEOWNERS' ASSOCIATION, INC.,
An Ohio Non-Profit Corporation

Gary R. Davis
By: _____
Gary R. Davis
President

STATE OF OHIO)
) SS:
COUNTY OF Hamilton)

The foregoing instrument was acknowledged before me this 5th day of January, 2021 by Gary R. Davis, the President of Eagle View Village Homeowners' Association, Inc., an Ohio non-profit corporation, on behalf of the corporation.

Lisa M. Conn
Notary Public



Lisa Marie Conn, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

**Legal Description Has Not
Been Submitted For
Verification .**

EXHIBIT A

Legal Description

Situated in Section 23, Town 4, Range 2, Deerfield Township, City of Mason, Warren County, Ohio, as follows:

Being Lots 1-4, inclusive, of the Eagle View Village, Section 1, Phases 1 thru 16, and being a replat of Phase 1, as depicted on the plat recorded in Vol. 32, page 78 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 1	16-23-195-035
Lot 2	16-23-195-036
Lot 3	16-23-195-037
Lot 4	16-23-195-038

Being Lots 5-8, inclusive, of the Eagle View Village, Section 1, Phases 1 thru 16, and being a replat of Phases 2 through 6 and 16, as depicted on the plat recorded in Vol. 32, page 79 and 80 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 5	16-23-195-015
Lot 6	16-23-195-016
Lot 7	16-23-195-017
Lot 8	16-23-195-018

Being Lots 9-12, inclusive, of the Eagle View Village, Section 1, Phases 1 thru 16, and being a replat of Phases 2 through 6 and 16, as depicted on the plat recorded in Vol. 32, page 79 and 80 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 9	16-23-195-019
Lot 10	16-23-195-020
Lot 11	16-23-195-021
Lot 12	16-23-195-022

Being Lots 13-16, inclusive, of the Eagle View Village, Section 1, Phases 1 thru 16, and being a replat of Phases 2 through 6 and 16, as depicted on the plat recorded in Vol. 32, page 79 and 80 of the Warren County, Ohio Recorder's Office;

**Legal Description Has Not
Been Submitted For
Verification**

Parcel Number:

Lot 13	16-23-195-023
Lot 14	16-23-195-024
Lot 15	16-23-195-025
Lot 16	16-23-195-026

Being Lots 17-20, inclusive, of the Eagle View Village, Section 1, Phases 1 thru 16, and being a replat of Phases 2 through 6 and 16, as depicted on the plat recorded in Vol. 32, page 79 and 80 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 17	16-23-195-027
Lot 18	16-23-195-028
Lot 19	16-23-195-029
Lot 20	16-23-195-030

Being Lots 21-24, inclusive, of the Eagle View Village, Section 1, Phases 1 thru 16, and being a replat of Phases 2 through 6 and 16, as depicted on the plat recorded in Vol. 32, page 79 and 80 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 21	16-23-195-031
Lot 22	16-23-195-032
Lot 23	16-23-195-033
Lot 24	16-23-195-034

Being Lots 25-28, inclusive, of the Eagle View Village, Section 1, Phases 1 thru 16, and being a replat of Phases 2 through 6 and 16, as depicted on the plat recorded in Vol. 32, page 79 and 80 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 25	16-23-190-005
Lot 26	16-23-190-006
Lot 27	16-23-190-007
Lot 28	16-23-190-008

Being Lots 29-32, inclusive, of the Eagle View Village, Section 1, Phases 1 thru 16, and being a replat of Phases 7, 8 and 9, as depicted on the plat recorded in Vol. 33, pages 61 and 62 of the Warren County, Ohio Recorder's Office;

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Parcel Number:

Lot 29	16-23-195-039
Lot 30	16-23-195-040
Lot 31	16-23-195-041
Lot 32	16-23-195-042

Being Lots 33-36, inclusive, of the Eagle View Village, Section 1, Phases 1 thru 16, and being a replat of Phases 7, 8 and 9, as depicted on the plat recorded in Vol. 33, pages 61 and 62 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 33	16-23-195-043
Lot 34	16-23-195-044
Lot 35	16-23-195-045
Lot 36	16-23-195-046

Being Lots 37-40, inclusive, of the Eagle View Village, Section 1, Phases 1 thru 16, and being a replat of Phases 7, 8 and 9, as depicted on the plat recorded in Vol. 33, pages 61 and 62 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 37	16-23-195-047
Lot 38	16-23-195-048
Lot 39	16-23-195-049
Lot 40	16-23-195-050

Being Lots 41-44, inclusive, of the Eagle View Village, Section 2, Phases 17 through 35, and being a replat of Phase 17, as depicted on the plat recorded in Vol. 34, page 61 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 41	16-23-195-061
Lot 42	16-23-195-062
Lot 43	16-23-195-063
Lot 44	16-23-195-064

Being Lots 45-48, inclusive, of the Eagle View Village, Section 2, Phases 17 through 35, and being a replat of Phase 35, as depicted on the plat recorded in Vol. 34, page 62 of the Warren County, Ohio Recorder's Office;

**Legal Description Has Not
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Verification**

Parcel Number:

Lot 45	16-23-195-065
Lot 46	16-23-195-066
Lot 47	16-23-195-067
Lot 48	16-23-195-068

Being Lots 49-52, inclusive, of the Eagle View Village, Section 1, Phases 1 thru 16, and being a replat of Phases 10, 14 and 15, as depicted on the plat recorded in Vol. 35, pages 60 and 61 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 49	16-23-331-002
Lot 50	16-23-331-003
Lot 51	16-23-331-004
Lot 52	16-23-331-005

Being Lots 53-56, inclusive, of the Eagle View Village, Section 1, Phases 1 thru 16, and being a replat of Phases 10, 14 and 15, as depicted on the plat recorded in Vol. 35, pages 60 and 61 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 53	16-23-190-009
Lot 54	16-23-190-010
Lot 55	16-23-190-011
Lot 56	16-23-190-012

Being Lots 57-60, inclusive, of the Eagle View Village, Section 1, Phases 1 thru 16, and being a replat of Phases 10, 14 and 15, as depicted on the plat recorded in Vol. 35, pages 60 and 61 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 57	16-23-190-013
Lot 58	16-23-190-014
Lot 59	16-23-190-015
Lot 60	16-23-190-016

Being Lots 61-64, inclusive, of the Eagle View Village, Section 1, Phases 1 thru 16, and being a replat of Phases 11 and 13, as depicted on the plat recorded in Vol. 36, page 42 of the Warren County, Ohio Recorder's Office;

**Legal Description Has Not
Been Submitted For
Verification**

Parcel Number:

Lot 61	16-23-331-006
Lot 62	16-23-331-007
Lot 63	16-23-331-008
Lot 64	16-23-331-009

Being Lots 65-68, inclusive, of the Eagle View Village, Section 1, Phases 1 thru 16, and being a replat of Phases 11 and 13, as depicted on the plat recorded in Vol. 36, page 42 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 65	16-23-330-017
Lot 66	16-23-330-018
Lot 67	16-23-330-019
Lot 68	16-23-330-020

Being Lots 69-72, inclusive, of the Eagle View Village, Section 2, Phases 17 thru 35, and being a replat of Phase 18, as depicted on the plat recorded in Vol. 36, page 41 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 69	16-23-195-073
Lot 70	16-23-195-074
Lot 71	16-23-195-075
Lot 72	16-23-195-076

Being Lots 73-76, inclusive, of the Eagle View Village, Section 2, Phases 17 thru 35, and being a replat of Phase 30, as depicted on the plat recorded in Vol. 37, page 24 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 73	16-23-195-077
Lot 74	16-23-195-078
Lot 75	16-23-195-079
Lot 76	16-23-195-080

Being Lots 77-80, inclusive, of the Eagle View Village, Section 3, Phases 36 thru 47, and being a replat of Phase 36, as depicted on the plat recorded in Vol. 37, page 25 of the Warren County, Ohio Recorder's Office;

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Been Submitted For
Verification**

Parcel Number:

Lot 77	16-23-195-081
Lot 78	16-23-195-082
Lot 79	16-23-195-083
Lot 80	16-23-195-084

Being Lots 81-84, inclusive, of the Eagle View Village, Section 4, Phases 48 thru 51, and being a replat of Phase 48, as depicted on the plat recorded in Vol. 37, page 98 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 81	16-23-331-013
Lot 82	16-23-331-014
Lot 83	16-23-331-015
Lot 84	16-23-331-016

Being Lots 85-88, inclusive, of the Eagle View Village, Section 3, Phases 36 thru 47, and being a replat of Phase 37, as depicted on the plat recorded in Vol. 37, page 97 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 85	16-23-195-085
Lot 86	16-23-195-086
Lot 87	16-23-195-087
Lot 88	16-23-195-088

Being Lots 89-92, inclusive, of the Eagle View Village, Section 3, Phases 36 thru 47, and being a replat of Phase 38, as depicted on the plat recorded in Vol. 38, page 65 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 89	16-23-196-004
Lot 90	16-23-196-005
Lot 91	16-23-196-006
Lot 92	16-23-196-007

Being Lots 93-96, inclusive, of the Eagle View Village, Section 1, Phases 1 thru 16, and Eagle View Village, Section 4, Phases 48 thru 51, and being a replat of Phases 12 and 51, as depicted on the plat recorded in Vol. 38, page 85 of the Warren County, Ohio Recorder's Office;

**Legal Description Has Not
Been Submitted For
Verification**

Parcel Number:

Lot 93	16-23-330-021
Lot 94	16-23-330-022
Lot 95	16-23-330-023
Lot 96	16-23-330-024

Being Lots 97-100, inclusive, of the Eagle View Village, Section 1, Phases 1 thru 16, and Eagle View Village, Section 4, Phases 48 thru 51, and being a replat of Phases 12 and 51, as depicted on the plat recorded in Vol. 38, page 85 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 97	16-23-330-025
Lot 98	16-23-330-026
Lot 99	16-23-330-027
Lot 100	16-23-330-028

Being Lots 101-104, inclusive, of the Eagle View Village, Section 2, Phases 17 thru 35, and being a replat of Phase 31, as depicted on the plat recorded in Vol. 38, page 86 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 101	16-23-195-089
Lot 102	16-23-195-090
Lot 103	16-23-195-091
Lot 104	16-23-195-092

Being Lots 105-108, inclusive, of the Eagle View Village, Section 3, Phases 36 thru 47, and being a replat of Phase 39, as depicted on the plat recorded in Vol. 39, page 7 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 105	16-23-196-008
Lot 106	16-23-196-009
Lot 107	16-23-196-010
Lot 108	16-23-196-011

Being Lots 109-112, inclusive, of the Eagle View Village, Section 2, Phases 17 thru 35, and being a replat of Phase 29, as depicted on the plat recorded in Vol. 39, page 52 of the Warren County, Ohio Recorder's Office;

**Legal Description Has Not
Been Submitted For
Verification**

Parcel Number:

Lot 109	16-23-195-093
Lot 110	16-23-195-094
Lot 111	16-23-195-095
Lot 112	16-23-195-096

Being Lots 113-116, inclusive, of the Eagle View Village, Section 5, Phases 52 thru 59, and being a replat of Phase 52, as depicted on the plat recorded in Vol. 39, page 53 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 113	16-23-331-017
Lot 114	16-23-331-018
Lot 115	16-23-331-019
Lot 116	16-23-331-020

Being Lots 117-120, inclusive, of the Eagle View Village, Section 5, Phases 52 thru 59, and being a replat of Phase 53, as depicted on the plat recorded in Vol. 40, page 37 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 117	16-23-331-021
Lot 118	16-23-331-022
Lot 119	16-23-331-023
Lot 120	16-23-331-024

Being Lots 121-124, inclusive, of the Eagle View Village, Section 4, Phases 48 thru 51, and being a replat of Phase 50, as depicted on the plat recorded in Vol. 40, page 85 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 121	16-23-338-008
Lot 122	16-23-338-009
Lot 123	16-23-338-010
Lot 124	16-23-338-011

Being Lots 125-128, inclusive, of the Eagle View Village, Section 2, Phases 17 thru 35, and being a replat of Phase 28, as depicted on the plat recorded in Vol. 41, page 72 of the Warren County, Ohio Recorder's Office;

**Legal Description Has Not
Been Submitted For
Verification**

Parcel Number:

Lot 125	16-23-195-097
Lot 126	16-23-195-098
Lot 127	16-23-195-099
Lot 128	16-23-195-100

Being Lots 129-132, inclusive, of the Eagle View Village, Section 2, Phases 17 thru 35, and being a replat of Phases 19 and 20, as depicted on the plat recorded in Vol. 42, page 1 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 129	16-23-195-101
Lot 130	16-23-195-102
Lot 131	16-23-195-103
Lot 132	16-23-195-104

Being Lots 133-136, inclusive, of the Eagle View Village, Section 2, Phases 17 thru 35, and being a replat of Phases 19 and 20, as depicted on the plat recorded in Vol. 42, page 1 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 133	16-23-195-105
Lot 134	16-23-195-106
Lot 135	16-23-195-107
Lot 136	16-23-195-108

Being Lots 137-140, inclusive, of the Eagle View Village, Section 3, Phases 36 thru 47, and being a replat of Phase 40, as depicted on the plat recorded in Vol. 42, page 3 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 137	16-23-334-004
Lot 138	16-23-334-005
Lot 139	16-23-334-006
Lot 140	16-23-334-007

Being Lots 141-144, inclusive, of the Eagle View Village, Section 4, Phases 48 thru 51, and Eagle View Village Section 5, Phases 52 thru 59, and being a replat of Phases 49 and 59, as depicted on the plat recorded in Vol. 42, page 2, of the Warren County, Ohio Recorder's Office;

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Parcel Number:

Lot 141	16-23-338-012
Lot 142	16-23-338-013
Lot 143	16-23-338-014
Lot 144	16-23-338-015

Being Lots 145-148, inclusive, of the Eagle View Village, Section 4, Phases 48 thru 51, and Eagle View Village Section 5, Phases 52 thru 59, and being a replat of Phases 49 and 59, as depicted on the plat recorded in Vol. 42, page 2 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 145	16-23-338-016
Lot 146	16-23-338-017
Lot 147	16-23-338-018
Lot 148	16-23-338-019

Being Lots 149-152, inclusive, of the Eagle View Village, Section 3, Phases 36 thru 47, and being a replat of Phase 47, as depicted on the plat recorded in Vol. 42, page 88 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 149	16-23-195-110
Lot 150	16-23-195-111
Lot 151	16-23-195-112
Lot 152	16-23-195-113

Being Lots 153-156, inclusive, of the Eagle View Village, Section 3, Phases 36 thru 47, and being a replat of Phase 42, as depicted on the plat recorded in Vol. 43, page 29 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 153	16-23-334-008
Lot 154	16-23-334-009
Lot 155	16-23-334-010
Lot 156	16-23-334-011

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Verification**

Being Lots 157-160, inclusive, of the Eagle View Village, Section 2, Phases 17 thru 35, and being a replat of Phase 21, as depicted on the plat recorded in Vol. 44, page 61 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 157	16-23-331-025
Lot 158	16-23-331-026
Lot 159	16-23-331-027
Lot 160	16-23-331-028

Being Lots 161-164, inclusive, of the Eagle View Village, Section 3, Phases 36 thru 47, and being a replat of Phase 46, as depicted on the plat recorded in Vol. 44, page 92 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 161	16-23-333-003
Lot 162	16-23-333-004
Lot 163	16-23-333-005
Lot 164	16-23-333-006

Being Lots 165-168, inclusive, of the Eagle View Village, Section 2, Phases 17 thru 35, and being a replat of Phase 34, as depicted on the plat recorded in Vol. 45, page 22 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 165	16-23-195-114
Lot 166	16-23-195-115
Lot 167	16-23-195-116
Lot 168	16-23-195-117

Being Lots 169-172, inclusive, of the Eagle View Village, Section 5, Phases 52 thru 59, and being a replat of Phase 54, as depicted on the plat recorded in Vol. 45, page 28 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 169	16-23-331-029
Lot 170	16-23-331-030
Lot 171	16-23-331-031
Lot 172	16-23-331-032

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Being Lots 173-176, inclusive, of the Eagle View Village, Section 3, Phases 36 thru 47, and being a replat of Phase 41, as depicted on the plat recorded in Vol. 45, page 93 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 173	16-23-334-012
Lot 174	16-23-334-013
Lot 175	16-23-334-014
Lot 176	16-23-334-015

Being Lots 177-180, inclusive, of the Eagle View Village, Section 5, Phases 52 thru 59, and being a replat of Phase 56, as depicted on the plat recorded in Vol. 45, page 94 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 177	16-23-335-006
Lot 178	16-23-335-007
Lot 179	16-23-335-008
Lot 180	16-23-335-009

Being Lots 181-184, inclusive, of the Eagle View Village, Section 2, Phases 17 thru 35, and being a replat of Phase 22, as depicted on the plat recorded in Vol. 46, page 54 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 181	16-23-331-036
Lot 182	16-23-331-035
Lot 183	16-23-331-034
Lot 184	16-23-331-033

Being Lots 185-188, inclusive, of the Eagle View Village, Section 5, Phases 52 thru 59, and being a replat of Phase 58, as depicted on the plat recorded in Vol. 47, page 3 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 185	16-23-338-020
Lot 186	16-23-338-021
Lot 187	16-23-338-022
Lot 188	16-23-338-023

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Verification**

Being Lots 189-192, inclusive, of the Eagle View Village, Section 5, Phases 52 thru 59, and being a replat of Phase 55, as depicted on the plat recorded in Vol. 47, page 62 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 189	16-23-335-010
Lot 190	16-23-335-011
Lot 191	16-23-335-012
Lot 192	16-23-335-013

Being Lots 193-196, inclusive, of the Eagle View Village, Section 2, Phases 17 thru 35, and being a replat of Phase 23, as depicted on the plat recorded in Vol. 48, page 89 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 193	16-23-330-032
Lot 194	16-23-330-031
Lot 195	16-23-330-030
Lot 196	16-23-330-029

Being Lots 197-200, inclusive, of the Eagle View Village, Section 5, Phases 52 thru 59, and being a replat of Phase 57, as depicted on the plat recorded in Vol. 48, page 90 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 197	16-23-338-024
Lot 198	16-23-338-025
Lot 199	16-23-338-026
Lot 200	16-23-338-027

Being Lots 201-204, inclusive, of the Eagle View Village, Section 3, Phases 36 through 47, and being a replat of Phase 45, as depicted on the plat recorded in Vol. 49, page 66 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 201	16-23-333-007
Lot 202	16-23-333-008
Lot 203	16-23-333-009
Lot 204	16-23-333-010

**Legal Description Has Not
Been Submitted For
Verification**

Being Lots 205-208, inclusive, of the Eagle View Village, Section 2, Phases 17 thru 35, and being a replat of Phase 26, as depicted on the plat recorded in Vol. 50, page 17 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 205	16-23-330-033
Lot 206	16-23-330-034
Lot 207	16-23-330-035
Lot 208	16-23-330-036

Being Lots 209-212, inclusive, of the Eagle View Village, Section 2, Phases 17 through 35, and being a replat of Phase 24, as depicted on the plat recorded in Vol. 50, page 44 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 209	16-23-330-037
Lot 210	16-23-330-038
Lot 211	16-23-330-039
Lot 212	16-23-330-040

Being Lots 213-216, inclusive, of the Eagle View Village, Section 2, Phases 17 thru 35, and being a replat of Phase 33, as depicted on the plat recorded in Vol. 51, page 30 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 213	16-23-333-011
Lot 214	16-23-333-012
Lot 215	16-23-333-013
Lot 216	16-23-333-014

Being Lots 217-220, inclusive, of the Eagle View Village, Section 2, Phases 17 through 35, and being a replat of Phase 32, as depicted on the plat recorded in Vol. 51, page 99 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 217	16-23-330-041
Lot 218	16-23-330-042
Lot 219	16-23-330-043
Lot 220	16-23-330-044

**Legal Description Has Not
Been Submitted For
Verification**

Being Lots 221-224, inclusive, of the Eagle View Village, Section 2, Phases 17 through 35, and being a replat of Phase 25, as depicted on the plat recorded in Vol. 53, page 7 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 221	16-23-330-045
Lot 222	16-23-330-046
Lot 223	16-23-330-047
Lot 224	16-23-330-048

Being Lots 225-228, inclusive, of the Eagle View Village, Section 3, Phases 36 through 47, and being a replat of Phase 43, as depicted on the plat recorded in Vol. 53, page 8 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 225	16-23-335-014
Lot 226	16-23-335-015
Lot 227	16-23-335-016
Lot 228	16-23-335-017

Being Lots 229-232, inclusive, of the Eagle View Village, Section 2, Phases 17 through 35, and being a replat of Phase 27, as depicted on the plat recorded in Vol. 53, page 38 of the Warren County, Ohio Recorder's Office;

Parcel Number:

Lot 229	16-23-330-049
Lot 230	16-23-330-050
Lot 231	16-23-330-051
Lot 232	16-23-330-052

Being Lots 233-236, inclusive, of the Eagle View Village, Section 3, Phases 36 through 47, and being a replat of Phase 44, as depicted on the plat recorded in Vol. 54, page 1 of the Warren County, Ohio Recorder's Office.

Parcel Number:

Lot 233	16-23-335-018
Lot 234	16-23-335-019
Lot 235	16-23-335-020
Lot 236	16-23-335-021

**AMENDED AND RESTATED BY-LAWS OF
EAGLE VIEW VILLAGE HOMEOWNERS' ASSOCIATION**

**ARTICLE I
GENERAL**

SECTION 1. Name and Nature of the Association. The name of the Association is Eagle View Village Homeowners' Association, an Ohio nonprofit corporation.

SECTION 2. Membership. Each Lot Owner, upon acquisition of title to a Lot, shall automatically become a member of the Association. 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 these By-Laws shall have the same meanings as set forth in the Declaration, unless the context shall prohibit.

**ARTICLE II
MEETINGS OF MEMBERS**

SECTION 1. Annual Meeting. The annual meeting of the Lot Owners of this Association, for the election of members of the Board of Directors, the consideration of reports to be laid before such meeting, and for the transaction of such other business as may properly come before such meeting, shall be held in the fourth calendar quarter of each year on a date and at an hour and place established by the Board of Directors with proper notice, as required herein, to all Lot Owners.

SECTION 2. Special Meetings. Special meetings of the Lot Owners shall be held whenever called by the President, by a majority of the Board of Directors, or at the request of those Lot Owners entitled to exercise not less than twenty-five percent (25%) of the voting power of all Lot Owners. Upon delivery of a request in writing to the President or Secretary by persons entitled to call a meeting of the Lot Owners, it shall be the duty of the President or Secretary to give proper notice to the Lot Owners in accordance with these By-Laws, but if such proper request be refused, then the person(s) making such request may call a meeting by giving such proper notice to all Lot Owners as required herein. The notice of special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at special meetings except for that which is stated in the notice.

SECTION 3. Place of Meetings. All meetings of Lot Owners shall be held in Warren County, Ohio at such places as may be specified by the Board of Directors or the person(s) calling the meeting.



SECTION 4. Notice of Meeting. A written or printed notice of every meeting of Lot Owners, whether annual or special, shall state the time, place and the purpose or purposes for which the meeting is called, and shall be given by the President or Secretary by personal delivery, by first class U.S. mail, postage prepaid, by email, or otherwise duly served, delivered or post marked not less than seven (7) nor more than twenty (20) days prior to said meeting to each Lot Owner unless an emergency situation exists, in which case such notice shall be given to Lot Owners as soon as is possible, unless such notice is waived by the Lot Owners. If mailed, such notice shall be addressed to the Lot Owners at their respective addresses appearing upon the records of the Association. The Lot Owners shall meet for such purpose at the time and place specified.

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 protest, prior to or at the commencement of the meeting, of the lack of proper notice shall be deemed to be a waiver by him or her of the notice of the meeting.

SECTION 6. Quorum. At any meeting of Lot Owners, those Members present in person or by proxy shall constitute a quorum for such meeting. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of the Members, 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 7. Proxies. A vote allocated to a Lot may be cast pursuant to a written proxy duly executed by an Owner and filed with the Secretary at the meeting. . 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 signed and 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 8. Voting Rights/Land Contract. Each Lot shall have one vote. If only one of several Owners of 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, and, if no agreement is reached then that Lot may not cast a vote. No votes allocated to a Lot owned by the Association may be cast. Any Owner who is delinquent for more than thirty (30) days in any assessment owed to the Association shall not be eligible to vote on any issue or in any election held by the Association.

Unless expressly reserved and the Association is notified of such reservation, a land contract vendee as defined in Chapter 5313 of the Revised Code shall be deemed the proxy of a land contract vendor for purposes of this section.

SECTION 9. Conduct of Meeting. 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 at the meeting. The Board of Directors may delegate Officer tasks to a managing agent. The order of business of any meeting of Lot Owners shall be determined by the presiding officer unless otherwise determined by a vote of those Lot Owners entitled to exercise not less than a majority of the voting power of the Lot Owners present in person or represented by proxy at the meeting.

SECTION 10. Election of Board Members. At all elections of members of the Board of Directors, the candidates receiving the greatest percentage of the votes cast shall be elected to the Board.

SECTION 11. Majority. The act of a majority of the Members present in person or by proxy at any meeting at which there is a quorum present shall be an act of the Board except as otherwise provided by law, the Declaration, or these By-Laws. As used in these By-Laws, the term "majority" shall mean those votes, Owners, Members or other group, as the context may indicate, totaling more than fifty (50%) percent of the total number.

ARTICLE III BOARD OF DIRECTORS

SECTION 1. Governing Body. Except as otherwise provided by law, the Articles, the Declaration, or these By-Laws, 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 Board of Directors of the Association shall consist of five (5) persons. All Directors must be Owners of Lots. No Owner who is more than thirty (30) days delinquent shall be eligible to be a member of the Board of Directors. 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. If an Owner is not an individual, any principal, member of a limited liability company, partner, director, officer, director or employee of the Owner may be elected to the Board.

The Board shall manage and conduct the business and affairs of this Association and exercise the

powers and duties set forth in the Articles and By-Laws, until their successors are elected and qualified.

SECTION 3. Election of Directors. Members of the Board shall be elected by the Lot Owners in person or by proxy at each annual meeting or at a special meeting called for the purpose of electing them. 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 procedures for elections. Election to the Board shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration.

SECTION 4. Term of Office; Resignations. Each Director shall hold office for a term of three (3) 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 By-Laws that the terms of the Directors shall be staggered, with two (2) Directors being elected in odd-numbered years and three (3) Directors being elected in even-numbered years. The terms of the Directors elected in 2018 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.

If the remaining members cannot agree upon a person to fill such vacancy within ten (10) days after such vacancy is created, such remaining members shall call a special meeting of Lot Owners to fill such vacancy, such meeting to be held within thirty (30) days after such vacancy is created.

SECTION 5. 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 6. Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the members of the Board of Directors may be removed, with or without cause, by the affirmative vote of seventy-five percent (75%) of the Owners, 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 the payment of an Assessment for more than twenty (20) days may be removed by a majority vote of the Directors at a meeting, a quorum being present.

SECTION 7. Organizational Meetings for the Election of Officers. The first meeting of the members 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 8. 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 four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter.

SECTION 9. 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 three (3) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered.

SECTION 10. 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 by one of the following methods: (a) personal delivery of notice; (b) written notice by first class mail, postage prepaid; (c) telephone communication, either directly to the Director or to a person at the Director's home or place of business who would reasonably be expected to communicate such notice promptly to the Director; or (d) electronic mail. All such notices shall be given or sent to the Director's home or email address or telephone number as shown on the records of the Association. Notice sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or email shall be given 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 protest, prior to or at the commencement of the meeting, of the lack of proper notice shall be deemed to be a waiver by him or her of notice of the meeting.

SECTION 11. Quorum of the Board of Directors. At all meetings of the Board of Directors, a majority of the Directors 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 12. 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 transactions occurring at the meeting.

SECTION 13. Method of Meeting. The Board may hold a meeting by any method of communication, including electronic or telephonic communication, provided that each member of the Board can hear or read in real time and participate and respond to every other member of the Board.

SECTION 14. Executive Session. The Board may, with approval of a majority of a quorum of Board members, 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.

SECTION 15. Action Without A Meeting. Any action which may be authorized or taken at a meeting of the Board of Directors may be authorized or taken without a meeting with the affirmative vote or approval and in writing or writings signed by all 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. For purposes of this Section, an electronic mail received from a Board Member shall constitute a "writing".

SECTION 16. Managing Agent. The Board of Directors may employ or engage the services of a manager or a managing agent and such other persons, firms or corporations as it deems necessary or advisable in order to perform the duties imposed upon it and may pay to such manager, managing agent, persons, firms or corporations such compensation as it shall determine. The Board may delegate to any such manager, managing agent, persons, firms or corporations such administrative or ministerial duties as it deems appropriate.

SECTION 17. Majority. The act of a majority of the Board members present at any meeting at which there is a quorum of Board members present shall be an act of the Board except as otherwise provided by law, the Declaration, or these By-Laws.

SECTION 18. Duties.

A. The Association, through its Board of Directors, shall do both of the following:

1. Annually adopt and amend an estimated budget for revenues and expenditures. Any budget shall include reserves in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of Special Assessments, unless the Owners, exercising not less than a majority of the voting power of the Association, waive the reserve requirement annually.

2. Collect Assessments for Common Expenses from Owners in accordance with the Declaration.

B. The Association, through its Board of Directors, may do any of the following:

1. Hire and fire managing agents, attorneys, accountants, and other independent professionals and employees that the Board determines are necessary or desirable in the management of the Property and the Association;

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

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

4. Enforce all provisions of the Declaration, By-Laws, covenants, conditions, restrictions, and Articles governing the Lots and Common Area;

5. Adopt and enforce Rules that regulate the maintenance, repair, replacement, modification, and appearance of Common Area, and any other rules as the Declaration provides;

6. Acquire, encumber, and convey or otherwise transfer real and personal property, subject to Section 5312.10 of the Ohio Revised Code;

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

8. Grant easements, leases, licenses, and concessions through or over the Common Area;

9. Levy and collect fees or other charges for the use, rental, or operation of the Common Area or for services provided to Owners;

10. Pursuant to Section 5312.11 of the Ohio Revised Code, levy the following Charges and Assessments:

a. Interest and charges for the late payment of Assessments;

b. Returned check charges;

c. Enforcement Assessments for violations of the Declaration, the By-Laws, and the Rules of the Association;

d. Charges for damage to the Common Area or other Property.

11. Adopt and amend Rules that regulate the collection of delinquent Assessments and the application of payments of delinquent Assessments;

12. Impose reasonable charges for preparing, recording, or copying the Declaration, By-Laws, amendments to the Declaration and By-Laws, resale certificates, or statements of unpaid Assessments;

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

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

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

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

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

18. Exercise powers that are any of the following:

a. Conferred by the Declaration or By-Laws;

b. Permitted to be exercised in Ohio by a nonprofit corporation;

c. Necessary and proper for the government and operation of the Association.

ARTICLE IV OFFICERS

SECTION 1. Officers. The officers of this Association, to be elected by the Board of Directors, shall be a President, a Vice President, a Secretary, a Treasurer and such other officers as the Board of Directors may elect. Officers must be Lot Owners. Officers shall hold office at the pleasure of the Board of Directors.

SECTION 2. Duties.

A. President. It shall be the duty of the President to preside at all meetings of Lot Owners and the Board of Directors, to exercise general supervision over the affairs of the Association, and in general to perform all the duties usually incident to such office or which may be required by the Lot Owners or Board of Directors.

B. Vice President. It shall be the duty of the Vice President to perform all the duties of the President in the event of his/her absence or disability and such other duties as may be assigned to him/her by the Board of Directors.

C. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board. On the expiration of his/her term of office, the Secretary shall deliver all books, papers, and property of the Association in his/her hands to his successor or to the President within fourteen (14) days of such expiration. Minutes of all meetings are to be completed within seven (7) days of each meeting. The Secretary shall also provide, as requested, a copy of the Declaration and its Exhibits and the Rules to each Owner, which shall occur upon a transfer of ownership or any modification of said documents. The Board may delegate some or all of the Secretary's duties to the Association's managing agent.

D. Treasurer. The Treasurer shall receive and deposit in appropriate bank or savings and loan accounts all monies, securities, and intangible property of the Association, or evidence thereof, and shall disburse such funds as directed by resolution of the Board of Directors; keep complete and proper books and records of accounts specifying the receipts and expenditures relating to the Common Property and other common receipts and expenses, together with records showing the allocation, distribution and collection of the common profits, losses and expenses among and from the Members; shall hold the same open for inspection and examination by the Board of Directors and Lot Owners, and present abstracts of the same at quarterly and at annual meetings of Lot Owners or at any other meeting, or agreed upon time, when no less than three (3) days' notice is given; shall cause an annual reviews of the Association books to be made by a public accountant at the completion of each fiscal year; shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members; and shall give bond in such sum with such surety or sureties as the Board of Directors may require for the faithful performance of his/her duties. On the expiration of his/her term of office, the Treasurer shall deliver, within fourteen (14) days of such expiration, all monies and other property of the Association in his/her hands to his/her successor or to the President; and shall perform any other duties which may be required

of him/her by the Lot Owners or Board of Directors, including but not limited to filing all necessary tax documents and returns with proper agencies or bodies. The Board may delegate some or all of the Treasurer's duties to the Association's managing agent.

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 Board of Directors present at a meeting at which a quorum of the Board 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. Alteration Review Committee. The Board of Directors may appoint an Alteration Review Committee which shall be responsible for exterior alteration plan approval in accordance with the Declaration. In addition, the Committee shall develop and promulgate exterior alteration standards and guidelines with respect to those matters that are within the Association's authority to regulate.

SECTION 3. Landscape Committee. The Board of Directors may appoint a Landscape Committee which shall be responsible for landscape plan approval in accordance with the Declaration. In addition, the Landscape Committee shall develop and promulgate landscape standards and guidelines.

ARTICLE VI DETERMINATION AND PAYMENT OF ASSESSMENTS

SECTION 1. Adoption of Budget. It shall be the duty of the Board to prepare and adopt an operating budget covering the estimated Common 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 in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments. After adoption of the operating budget, the Board shall cause the summary of the operating budget, the reserve budget, and the Assessments to be levied against each Lot for the following year to be delivered to each Owner on or before November 1 of each year. Along with the reserve budget, the Board shall give the Owners the right to waive the reserve funding requirement under R.C. 5312.06(A)(1) by providing a waiver to the Owners for their consideration. If a majority of the Owners return the waiver to the Board and elect to waive the reserve requirement, the Board shall amend the reserve budget to a lesser amount which may not be sufficient to repair and replace major capital items in the normal course of operations without the necessity of special assessments. The final budget, whether if amended or not, 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.

SECTION 5. Payment, Delinquency and Acceleration. Unless otherwise determined by the Board, all Annual Assessments shall be payable annually. Any monthly 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 any type of Assessment not paid within ten (10) days after its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, together with interest. If any installment of an Annual 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 Annual 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 Annual Assessment and all charges thereon in any manner authorized by law, the Declaration, and these By-Laws.

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 filing a lien and 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, mortgage and convey any Lot. No Owner may escape liability for any assessment levied by the Association, or use as a defense in a foreclosure, the claim of non-use of the Common Element or abandonment of a Lot or the claim that the Association has not performed pursuant to the Declaration or By-Laws.

ARTICLE VII MISCELLANEOUS

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

SECTION 2. Conflicts. If there are conflicts or inconsistencies between the provisions of Ohio law, the Articles, the Declaration, and these By-Laws, the provisions of Ohio law, the Declaration, the Articles and these By-Laws (in that order) shall prevail.

SECTION 3. Books and Records.

A. The Association shall keep all of the following in the home of the Secretary and/or Treasurer, as appropriate, or may delegate this duty to a managing agent who shall keep the same in their possession:

1. Correct and complete books and records of account that specify the receipts and expenditures relating to the Common Area and other Common receipts and Expenses;
2. Records showing the collection of the Common Expenses from the Owners;
3. Minutes of the meetings of the Association and the Board of Directors;
4. Records of the names and addresses of the Owners.

B. Unless otherwise prohibited by this Section, any Owner may examine and copy the books, records, and minutes of the Association described in Section (A), pursuant to reasonable standards set forth in the Declaration, By-Laws, or Rules the Board promulgates. The standards may include, but are not limited to, standards governing the type of documents that are subject to examination and copying, the times and locations at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents.

C. Unless approved by the Board of Directors, an Owner may not examine or copy any of the following from books, records, and minutes:

1. Information that pertains to Property-related personnel matters;
2. Communications with legal counsel or attorney work product pertaining to potential, threatened or pending litigation, or other Property-related matters;
3. Information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;

4. Information that relates to the enforcement of the Declaration, By-Laws, or Rules of the Association against other Owners;

5. Information, the disclosure of which is prohibited by state or federal law.

Rules for Inspection.

A. The Board of Directors may establish reasonable rules with respect to:

1. notice to be given to the custodian of the records by the Members desiring to make the inspection;
2. hours and days of the week when such inspection may be made; and
3. payment of the cost of reproducing copies requested by a Member.

Inspection by Directors.

A. Every Director shall have the right at any reasonable time to inspect all books, records, and documents of the Association and the Common Area 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, but such rights must be exercised reasonably. The decision as to reasonability rests with the discretion of the Board of Directors.

SECTION 4. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally, sent by first class mail, postage prepaid, or emailed:

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

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.

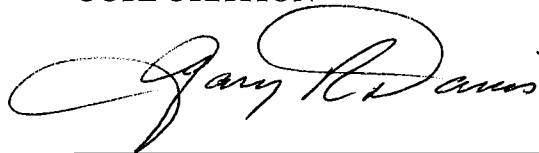
SECTION 5. Amendment. Except as otherwise provided by law or the Declaration, these By-Laws may be amended by a majority of a quorum of Members present in person or by proxy.

SECTION 6. 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 a vote of 75%, may require the accounts of the Association to be audited as a Common Expense by a public accountant.

WHEREFORE, these By-Laws have been duly adopted by Eagle View Village Homeowners' Association, an Ohio nonprofit corporation.

Effective this 5 day of January, 2021.

**EAGLE VIEW VILLAGE HOMEOWNERS'
ASSOCIATION, AN OHIO NONPROFIT
CORPORATION**

A handwritten signature in cursive script, reading "Gary R. Davis", written over a horizontal line.

By: GARY R. DAVIS
President