

**AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS AS TO
CARRIETOWNE**

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**AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS AS TO CARRIETOWNE**

ARTICLE I

NAME AND GENERAL DESCRIPTION OF PROPERTY

The Property is known as Carrietowne, which Property is shown on the Drawings attached and incorporated as Exhibit A and described by the Legal Description attached and incorporated as Exhibit B. The Property is transferred, sold, conveyed, and occupied subject to this Amended and Restated Declaration. The Carrietowne Association is a non-profit corporation organized under the laws of Ohio, for the purpose of owning and managing the Common Elements and to provide the operation, maintenance, and upkeep of the Property, and to provide other possible services to its members as permitted by its Articles of Incorporation.

ARTICLE II

EXHIBITS AND DEFINITIONS

Section 1. Exhibits. The following Exhibits are attached to and made part of this Declaration:

- (a) **EXHIBIT A:** Drawings of the Property
- (b) **EXHIBIT B:** Legal Description of the Property

Section 2. Definitions. Capitalized terms used in this Declaration have the meaning ascribed to them in this Section 2 and, if not defined below, the meaning ascribed to the term where it first appears in this Declaration, or, as it is defined by Chapter 5312. The following terms used herein are defined as follows:

- (a) **“Assessments”** means the general, special, and/or individual Assessments that are charged against Dwelling Unit owners and payable by each Member in order for the Association to operate, administer and maintain the Property, and as otherwise provided by this Declaration.

(b) **“Association”** means and refers to The Carrietowne Association, its successors and assigns.

(c) **“Authorized Communications Equipment”** means any communications equipment that is selected by the Board, in its sole discretion, that provides an electronic communication transmission, including but not limited to, by telephone, video conference, or any electronic means, from which it can be determined that the transmission was authorized by, and accurately reflects the intention and participation of the Member.

(d) **“Board of Directors” or “Board”** means and refers to the Board of the Association as provided in the Bylaws of the Association.

(e) **“Bylaws”** means the instrument entitled the Amended and Restated Bylaws of The Carrietowne Association recorded as Instrument Number 20250311-0007604 of Lucas County records, which Bylaws are hereby made a part of this Declaration.

(f) **“Chapter 1702”** means Chapter 1702 of the Ohio Revised Code, as may be amended or supplemented from time to time.

(g) **“Chapter 5312”** means Chapter 5312 of the Ohio Revised Code, the Ohio Planned Community Act, as the same may be amended or supplemented from time to time.

(h) **“Common Elements”** means all real property owned, leased, or controlled by the Association.

(i) **“Common Expense”** means any expense of financial liability of the Association as provided by this Declaration, the Bylaws, and Ohio law, including allocations the Board designates for reserves.

(j) **“Community Standard”** means the standard conduct, maintenance, or other activity generally prevailing within the Property as determined by the Board and as may be set forth within this Declaration or the Rules.

(k) **“Declaration”** means this instrument entitled “Amended and Restated Declaration of Restrictions as to Carrietowne” and all of the Exhibits

attached to this document, as originally executed, or if amended, as so amended, by which the Property is subject to the provisions of Chapter 5312.

(l) **“Drawings”** means the drawings and maps of the Property, as amended over time, described on Exhibit A.

(m) **“Good Standing”** means the Owner is not an adverse party in any litigation involving one or more of the following parties: the Association, the Board or any Director. Good Standing also requires that the Owner not be more than 60 days delinquent in the payment of any fees or Assessments owed to the Association.

(n) **“Lot”** means and refers to the lots shown upon the Drawings, including the Units located thereon, with the exception to the Common Element.

(o) **“Member”** means and refers to those corporate members entitled to membership in the Association as provided in this Declaration and the Bylaws.

(p) **“Original Declaration”** means those documents and its attachments as recorded at Instrument Number 84-363A01 of the Lucas County records, together with all recorded amendments thereto. Except as otherwise expressly provided for herein, the Amended and Restated Declaration, supersedes the Original Declaration and any and all subsequent amendments, in all respects.

(q) **“Owner”** means and refers to the record Owner, whether one or more Persons or entities of the fee simple title to any Dwelling Unit which is subdivided from a part of the Property, including contract sellers, but excluding those having the interest merely as security for the performance of an obligation.

(r) **“Person”** means a natural person, a corporation, partnership, limited partnership, limited liability company, trust, and any other legal entity to which the law attributes the capacity of having rights and duties

(s) **“Property” or “Subdivision”** means and refers to that real property described or referenced in the Original Declaration and Bylaws, and any additions as may have been or will be brought within the jurisdiction of the Association in accordance with the provisions of the Original Declaration.

(t) **“Dwelling Unit”** means an individual dwelling unit located on a Lot within the Property designed for residential purposes and intended for use an occupancy by a single household.

(u) **“Rules”** means the rules and regulations governing the administration, operation and use of or any portion of the Property, including the Dwelling Units, as the Board may from time to time adopt.

ARTICLE III

THE CARRIETOWNE ASSOCIATION

Section 1. Existence. The Association is a non-profit corporation existing under the laws of the State of Ohio. The Bylaws are attached and incorporated within this Declaration.

Section 2. Membership. The Association will administer the Property to the extent provided for in this Declaration. The Carrietowne Association is comprised of twenty-eight (24) lots including Lots 12 thru 31, inclusive and Lots D thru K, inclusive. Following the development, these lots comprise 19 corporate entities known as Applewood, Cedar Creek, Cedar Creek II, Creekside, Oak Hollow, Oak Hollow II, Oak Hollow III, Oak Hollow IV, Tall Oaks, Tall Oaks II, Tudor Creek, Tudor Creek II, Whispering Pines, Whispering Pines II, Whispering Pines East, Whispering Pines North, Whispering Pines NW, Whispering Pines South, Whispering Pines West, as all are defined in the Declaration.

Section 3. Voting Rights. The corporate Members have voting rights as described in the Bylaws, which voting rights may be exercised in accordance with the Bylaws.

Section 4. Board of Directors and Officers. The Board of Directors, Executive Board, and officers, elected as provided in the Bylaws, will exercise the powers, discharge the duties, and be vested in the rights of the Association conferred by operation of law, the Bylaws, and by this Declaration, unless a Member or Owner vote is specifically required by this Declaration or the Bylaws. In the event any power, duty, or right is deemed exercisable or dischargeable by, or vested in, an officer or Board member, solely in their capacity as an officer or a Board member, they are deemed to act

in the capacity to the extent required to authenticate their acts and to carry out the purposes of this Declaration and Bylaws.

Section 5. Administration of Property. The Association will administer the Property in accordance with the provisions of this Declaration and the Bylaws. Each Owner, tenant, occupant, or Owner's guest must comply with the provisions of the general law, this Declaration, the Bylaws, the Rules, and the decisions, resolutions, and duly adopted motions of the Association and Board of Directors, as lawfully amended from time to time.

Section 6. Service of Process. The Person to receive service of process for the Association will be as designated by the Board of Directors. This designation will be accomplished by filing with the Ohio Secretary of State the required statutory agent designation form.

ARTICLE IV

PURPOSE AND RESTRICTIONS ON PROPERTY

In addition to those other covenants, restrictions, conditions, obligations, and limitations provided elsewhere in this Declaration, the following covenants, restrictions, conditions, obligations, and limitations to the use and occupancy of the Property, including, without limitation, all portions of the Property, will also run with the land and are binding upon each Owner, and each Owner's occupants, guests, heirs, tenants, licenses, and assigns:

Section 1. Purpose of Property. The purpose of the Property is to create and maintain a residential community and those uses that are both customarily accessory and incidental to residential living and to manage the entrance features, two rock walls, irrigation system, other amenities as accrued by the Association, and Common Elements within the Property as originally platted or provided by the Original Declaration and any Drawings, plats, or other documents. Each Dwelling Unit must be used as a single-family residential dwelling and for no other purpose except as permitted by this Declaration. No part of the Property may be used except for the foregoing purposes and except for other uses or purposes as are expressly permitted or contemplated in this Declaration.

Section 2. Restrictions on Property Content.

(a) **Basketball Hoops.** Basketball hoops are prohibited anywhere on the Property, unless installed by the Association on the Common Elements.

(b) **Playground Equipment.** Playground equipment, including, but, not limited to jungle gyms, monkey bars, swings, sand boxes, teeter totter, play houses, and similar recreational improvements are prohibited on the Property, unless installed by the Association on the Common Elements.

(c) **Pools.** Pools are prohibited. Hot tubs that are designed and sold as hot tubs with a capacity that does not exceed 8 people are permitted on decks or patios. Small, temporary, portable pools not taller than 2 feet above grade may be used on decks or patios.

(d) **Generators.** Generators must comply with the Rules adopted by the Executive Board and approved by the Architectural Control Committee. Generators are prohibited to be operated between 6:00 pm and 10:00 am unless no power exists for reasons other than an Owner's failure to pay their utility bills.

Section 3. Restrictions on Property Use.

(a) **Animals and Pets.** Owners are permitted to own common household pets; however, all animals are prohibited from being raised, bred, kept, or maintained in any Dwelling Unit or in the Common Elements for any commercial purpose and no common household pet may be kept in any manner that would constitute a nuisance. Each Dwelling Unit is limited to four dogs or four cats, or, a combination of dogs and cats that does not exceed four total. Feral cats, livestock, fowl, poultry, potbellied pigs, miniature horses, reptiles, wild hybrids, and other exotic animals not traditionally considered domestic pets are prohibited from being maintained on the Property. Feeding of wildlife on the Property and leaving food outside the Unit for animals is prohibited, excluding bird feeders. All animals must be on a hand-held leash when outside the Dwelling Unit, unless they are completely contained within a fenced-in yard.

(b) **Laundry and Rubbish in the Common Elements and Lots.** No clothes, sheets, blankets, laundry of any kind or other articles are permitted to be hung out or exposed on any part of the Property. The Property must be kept free and clear of rubbish, debris, and other unsightly materials.

(c) **Leasing of Units.** To create a community of resident Owners and to preserve property values and to further protect and preserve the well-being of Owners and occupants, no Dwelling Unit can be leased, licensed, let, or rented, whether for monetary compensation or not, by an Owner to others for business, speculative, investment, or any other purpose, subject to the following:

(1) The above prohibition does not apply to:

(i) Dwelling Units that are occupied by the parent(s) or child(ren) of the Owner; or,

Dwelling Units that are leased or rented to a third party by the Owner of the Dwelling Unit as of the date this Declaration is recorded with the Lucas County Recorder's Office, and which the Owner has registered with the Association as a "leased Dwelling Unit" (referred to as "Exempt Dwelling Units") within 90 days of the recording of this Declaration; an Exempt Dwelling Units may continue to be leased until titled ownership of the Dwelling Unit is transferred to a subsequent Owner; upon the date of title transfer, the Dwelling Unit is no longer an Exempt Dwelling Unit and is no longer excepted from this lease prohibition; or,

(iii) Dwelling Units that meet a special situation and to avoid a practical difficulty or other undue hardship, each Owner has the right to lease their Dwelling Unit to a specified renter/tenant for a one-time period of no more than 24 consecutive calendar months, subject to the restrictions and requirements as identified in sub-sections (2), (3), (4), and (5) below (referred to as "Hardship Dwelling Units"). To exercise this right:

a. the Owner must provide the Board with prior, written notice of the lease at least 10 business days prior to its commencement;

b. the Owner may not be more than 60 days delinquent in payment of any Assessment or other amount due to the Association. If the Owner is more than 60 days past due in any payment, the Owner will request from the Board a one-time hardship exception and will not lease the

Dwelling Unit until the Executive Board approves the request.

(2) Exempt Dwelling Units and Hardship Dwelling Units are subject to the following conditions and restrictions:

(i) Lease terms must be for 12 full, consecutive calendar months;

(ii) Leases must be provided to the Board at least 10 days prior to the commencement of the lease term;

(iii) No Dwelling Units may be leased, let, or rented to any business or corporate entity for the purpose of corporate housing or similar use;

(iv) No Dwelling Units may be sub-leased, sublet, or rented by a tenant;

(v) No individual room, part, or sub-part of any Dwelling Units may be leased, let, or rented;

(vi) The Association has at all times a limited power-of-attorney from and on behalf of any Owner who is more than 60 days past due in the payment of any Assessment or other amounts due to the Association. The limited power-of-attorney permits the Association to collect the lease or rent payments directly from the lessee, tenant, or renter until the amount owed to the Association is paid in full;

(vii) The lessee, tenant, or renter must abide by the terms of this Declaration, the Bylaws, and the Rules and regulations;

(viii) When an Owner leases their Dwelling Unit, the Owner relinquishes access to all amenity privileges, but continues to be responsible for all obligations of ownership of their Dwelling Unit and is jointly and severally liable with the lessee, tenant, or renter to the Association for the conduct of the lessee, tenant, or renter and any damage to Association property;

(ix) In accordance with Ohio law, the Association may initiate eviction proceedings to evict any lessee, tenant, or renter for violation of this Declaration, the Bylaws, Rules, or applicable laws, by any occupant of the Lot, including the Unit, or the Owner of the Dwelling Unit. The action will be brought by the Association, as the Owner's agent, in the name of the Owner. In addition to any procedures required by State law, the Association will give the Owner at least 10 days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorneys' fees, will be assessed to the Owner and the Dwelling Unit's account and is a lien against that Dwelling Unit.

(3) Any land contract must be recorded with the Lucas County Recorder's Office and a recorded copy of the land contract must be delivered to the Board within 30 days of the recording. Any land contract not meeting the requirements of this sub-section (3) is an impermissible lease. The buyer of a Dwelling Unit on a land contract meeting the requirements of this sub-section (3) is considered the Owner of the Dwelling Unit for all purposes and obligations under this Declaration, the Bylaws, and the Rules, except only and specifically to the extent otherwise provided in the land contract between the buyer and seller.

(4) Whenever any Dwelling Unit is owned by a corporation, partnership, trust, or other entity, the Owner, through its officers or agents (i.e. President or chief executive officer, partner, or trustee), must designate in writing one particular person or family that is entitled to occupy the Dwelling Unit. The designated person or family must be an employee of or have an ownership or legal interest (e.g. by being a named beneficiary of the trust), in the entity owning the Dwelling Unit. Only the designated person or family, its care-givers, co-habitants, and guests may use the Dwelling Unit. To the extent permitted by law, this requirement is also intended to prevent the purchase and use of any Dwelling Unit for corporate housing, or as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care, or treatment facility.

(5) The Executive Board may adopt and enforce Rules and definitions in furtherance, but not in contradiction of the above provisions, including, Rules to address and eliminate attempts to circumvent the

meaning or intent of this provision and in furtherance of the preservation of the Property as an owner-occupied community and against the leasing of Dwelling Units for investment or other purposes. The Executive Board has full power and authority to deny the occupancy of any Dwelling Unit by any Person or family if the Executive Board, in its sole discretion, determines that the Owner of the Dwelling Unit is intending or seeking to circumvent the meaning, purpose, or intent of this provision.

(d) **Lighting.** The installation of lighting on any Lot that interferes with the quiet enjoyment, comfort or privacy of any other Lot, Owner, or occupant is prohibited. All lighting installations must be approved by the Architectural Control Committee.

(e) **Nuisance.** Nuisances, including the storage of any personal property or things on any portion of the Property, that will cause the Property to appear to be in an unclean or untidy condition or that will be obnoxious to the eye is prohibited. Keeping any substance, thing, or material on any portion of the Property that emits foul or noxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the Owners and occupants is prohibited. No obnoxious or offensive activity can be carried on or upon any portion of Property, nor can anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the Association, including its employees, agents, or contractors, or other Owners or occupants or any other Person using any portion of the Property. Nothing can be done or kept in or on any part of the Property that will increase the rate of insurance on any part of the Property or that will result in the cancellation or restriction of insurance on the Property or that is in violation of any law.

(f) **Occupancy Restriction.** A Person who is classified as a sex offender/child-victim offender, or any future equivalent classification under the law, and for whom the County Sheriff or other government entity must provide community notice of the sex offender's residential address, is prohibited from residing in or occupying a Dwelling Unit and from remaining in or on the Property for any length of time. The classification of a sex offender/child-victim offender and the determination of whether notice is required is made by a court of law in accordance with the Ohio Sex Offenders Act, or similar statute from another jurisdiction as either may be amended or renamed from time to time. The Association is not liable to any Owner, occupant, or visitor of any Owner, or of the

Association, because of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce any provision of this Occupancy Restriction.

(g) **Office Use.** Using any part of the Dwelling Unit for business, trade, or profit producing activities, excluding estate sales, and excluding the annual community-wide garage sale that occurs no more than once per year, as authorized by the Executive Board in writing, is prohibited except as provided in this sub-section. An Owner or occupant may use a portion of their Unit for their office or studio, provided:

(i) the activities within the Dwelling Unit do not interfere with the quiet enjoyment or comfort of any other Owner or occupant;

(ii) the activities are in compliance with all commercial and zoning restriction, in no event will any part of the Dwelling Unit be used as a school, music recording studio, pornography studio, medical laboratory, or care facility;

(iii) that use neither involves non-resident employees, staff, or independent contractors regularly working out of the Dwelling Unit (with the exception of maintenance, repair, or improvements done to the Dwelling Unit itself) neither does it result in walk-in traffic to the Dwelling Unit from the general public or from regular or repeated business invitees nor any door-to-door solicitation of other Owners or occupants:

(iv) the use does not result in the Dwelling Unit becoming principally an office as distinct from a Dwelling Unit developing a reputation as an office or commercial location;

(v) the use is not apparent or detectable by sight, sound, or smell from outside the Dwelling Unit;

(vi) the use does not result in or involve regular or unreasonably large volume of business-related deliveries to or from the Unit, as determined by the Board of Directors; and

(vii) the use does not constitute a hazardous or offensive use or threaten the security or safety of other occupants as determined by the Executive Board of Directors.

(h) **Owner/Occupant Information.** Each Owner must, within 30 days of the recording of this Declaration or within 30 days of title transferring to the Owner, provide to the Association the Owners' or all occupants' names, mailing addresses, and telephone numbers. Any change in the information, whether or not the result of a subsequent transfer, must be provided to the Board of Directors, in writing, within 30 days of the change.

(i) **Signs.** Signs, banners, and any object that could be interpreted to serve primarily as a sign, including flags whose main feature is wording, are prohibited to be displayed on the Property, excluding one professionally made "For Sale" sign in the flower bed while a Dwelling unit is being actively marketed for sale, signs installed on the Common Elements by the Executive Board, and other signs authorized by the Rules.

(j) **Trash and Rubbish.** No portion of the Property will be used or maintained as a dumping ground for rubbish. All trash must be deposited in covered, sanitary containers and must be kept in the Dwelling Unit except when placed at the curb for collection in accordance with the Rules. All other equipment for the storage or disposal of trash or garbage material must be kept in clean and sanitary condition.

(k) **Trees, Vegetation, and Gardens.** The removal or addition of any tree or natural growth or vegetation is prohibited without the prior written approval of the Landscape Committee described in the Bylaws. Gardens growing any fruit or vegetables are prohibited, except that fruit and vegetable gardens may be located in landscape beds against the rear of a Dwelling Unit.

(l) **Occupancy Limit.** No more than two Persons per bedroom will be permitted to reside in a Unit ("reside" means more than 30 days out of each 12-month period). For the purposes of this restriction only, any Person 36 months of age or younger will not be counted in determining whether the occupancy limit has been reached or exceeded. Each Unit Owner will provide the Board with the names of all Occupants of the Unit and the license number and vehicle description of each vehicle owned or used by the Unit Occupants and maintained on the Property.

(m) **Drones.** To protect the privacy and quiet enjoyment of the Owners, occupants, guests, and invitees of Carrietowne, the use, operation, or control of

drones or any other remote flying device whether or not the devices are equipped with camera or surveillance equipment is prohibited on the Property, unless the Executive Board approves in writing of such use in conjunction with a property inspection.

(n) **Smoking.** Smoking is prohibited in the Common Elements.

(o) **Dwelling Unit Vacancy.** Any Owner whose Dwelling Unit is not occupied for 12 consecutive months consents to the Association obtaining a judgement to force the sale of the Dwelling Unit at a judicial sale in the same manner as described in Declaration Article VIII.

(p) **Vehicle Restriction.** Motor vehicle parking and storage within the Property is subject to the Rules promulgated by the Board of Directors. Motor vehicles include automobiles, motorcycles, inoperable vehicles, trucks and trailers of any type, machinery, boats and all vehicles used for recreation:

(1) No trailer of any type, camper, mobile home, motor home, recreational vehicle, bus, truck (other than a sports utility vehicle, two-axle truck with no more than four tires or van of less than one ton or less load carrying capacity), boat, jet ski, or similar vehicle or equipment may be parked, stored or permitted to remain on the Property, including any driveway, except for 10 separate days in a calendar year for short-term loading and unloading.

(2) All vehicles on the Property will be kept in a state of good and clean repair as reasonably determined from time to time by the Board of Directors. Junk vehicles, excessively noisy, polluting vehicles, covered vehicles, inoperable vehicles, vehicles on blocks, and equipment, will not be operated or stored for any period of time anywhere on the Property.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. General. No improvement, landscaping, addition, building or structure will be commenced, erected, modified, altered, placed or replaced within the Property, including any Lot or Dwelling Unit nor will any exterior addition to, change, or

alteration of any existing improvement or landscaping (including but not limited to painting and staining) be made until the plans and specifications showing the nature, kind, shape, height, colors, materials, and location have been submitted to the Architectural Control Committee and approved by the Executive Board in writing as being in conformity with the plan, the Rules, this Declaration, and in harmony with the external design and location in relation to surrounding structures and topography.

Section 2. Architectural Control Committee Existence and Approvals. The Architectural Control Committee will consist of a minimum of three Members. The Chair of the Architectural Control Committee will be elected at the Annual Meeting as described in the Bylaws. The Executive Board will appoint and remove members of the Architectural Control Committee at its discretion. The Architectural Review Committee will review the request within 30 days of receipt. If the Architectural Control Committee denies the request or fails to respond within 30 days of receiving the request, the Owner may submit plans directly to the Executive Board.

Section 3. Board Approval. The decisions of the Executive Board with respect to matters coming before it will be final and binding. If the Executive Board fails to approve or disapprove any proposed improvement within 30 days after the Board receives the Architectural Control Committee's recommendation, Executive Board approval will be deemed to have been denied.

Section 4. Plans. All plans and specifications submitted to the Architectural Control Committee will contain all information required by the Architectural Control Committee. The Architectural Control Committee has the right to disapprove any plans and specifications submitted to it because of any of the following:

- (a) failure of the proposed improvement or plans and specifications to comply with this Declaration or the Rules;
- (b) failure to include information in the plans and specifications as may be reasonably requested;
- (c) objection to the design, size, appearance, color, or materials of any proposed improvement;
- (d) incompatibility of any proposed improvement or use with existing structures or uses upon other Lots or land within the vicinity of the proposed improvement;

- (e) objection to the location of any proposed improvement with reference to any other Lots, Dwelling Unit, or Common Elements;
- (f) objection to the grading plan for any lands;
- (g) objection to the finish, proportions, style of architecture, height, bulk, or appropriateness of any proposed improvement.

Section 5. Plan Approval/Denial. In any case where the Architectural Control Committee disapproves any plans and specifications or approves them only as modified or upon specified conditions, the disapproval or qualified approval will be accompanied by a statement of the grounds upon which the action was based. Upon approval by the Architectural Control Committee of any plans and specifications submitted to it, a copy of the plans and specifications may be required to be deposited as part of the Association's permanent record and a copy of the plans and specifications bearing approval, in writing, will be returned to the applicant.

Section 6. Plan Submission. The Executive Board may promulgate Rules governing the form and content of submitted plans, may amend and modify those Rules, and may issue statements of policy regarding the application process.

Section 7. Architectural Review Violation. If any improvement or landscaping will be altered, erected, placed, or maintained within the Property other than in accordance with plans and specifications approved by the Architectural Control Committee or Executive Board, alterations, erections, maintenance or use will be deemed to be undertaken in violation of this section and without the approval required herein and, upon written notice from the Executive Board, any improvements so altered, erected, placed, or maintained in violation hereof will be removed and re-altered and the use will be terminated, so as to extinguish the violation, at the Owner's expense.

Section 8. Elimination of Violations. If 30 days after notice of the violation the Owner of the Dwelling Unit where the violation exists has not been removed or the violation terminated, the Association will have the right, through its agents and employees to enter upon the land and to take any steps necessary to extinguish the violation and the cost thereof will be assessed to the Owner as an Assessment. The Owner will pay the amount for the removal within 10 days after being invoiced. The amount assessed to the Owner is a binding, personal obligation of the Owner and a lien may be filed against the Dwelling Unit as provided in this Declaration.

Section 9. Architectural Review Easement. Any agent of the Association, the Board, and the Architectural Review Committee may, upon notice to the Owner, at reasonable times enter upon and inspect any Lot, Dwelling Unit, or other improvements for the purpose of ascertaining whether the maintenance, construction, or alteration of the improvements are in compliance with the provisions hereof; and the Association, the Executive Board, nor any agent will be deemed not to have committed a trespass or other wrongful act by reason of the entry or inspection.

ARTICLE VI

LANDSCAPING ARCHITECTURAL CONTROL

Section 1. General. Landscape plantings or removals are prohibited to be commenced, modified, altered, placed or replaced within the Property until the plans and specifications showing the nature, kind, shape, height, colors, materials, and location have been submitted to the Landscape Committee and approved in writing.

Section 2. Landscape Control Committee Existence and Approvals. The Landscape Committee will consist of a minimum of three Members. The Chair of the Landscape Committee will be elected at the Annual Meeting as described in the Bylaws. The Executive Board will appoint and remove members of the Landscape Committee at its discretion. The Landscape Committee will review the request within 30 days of receipt. If the Landscape Committee denies the request, or fails to approve or disapprove any proposed improvement within 30 days after the plans and specifications have been received, the Owner may submit the plans directly to the Executive Board.

Section 3. Board Approval. The decisions of the Executive Board with respect to matters coming before it will be final and binding. If the Executive Board fails to approve or disapprove any proposed improvement within 30 days after the Board receives the Landscape Committee's recommendation, Executive Board approval will be deemed to have been denied.

Section 4. Plans. All plans and specifications submitted to the Landscape Committee will contain all information required by the Landscape Committee. The Landscape Committee has the right to disapprove any plans and specifications submitted to it because of any of the following:

- (a) failure of the proposed improvement or plans and specifications to comply with this Declaration or the Rules;
- (b) failure to include information in the plans and specifications as may be reasonably requested;
- (c) objection to the design, size, appearance, color, or materials of any proposed improvement;
- (d) incompatibility of any proposed improvement or use with existing structures or uses upon other Lots or land within the vicinity of the proposed improvement;
- (e) objection to the location of any proposed improvement with reference to any other Lots, Dwelling Unit, or Common Elements;
- (f) objection to the grading plan for any lands;
- (g) creating excessive increased mowing costs;

Section 5. Plan Approval/Denial. In any case where the Landscape Committee disapproves any plans and specifications or approves them only as modified or upon specified conditions, the disapproval or qualified approval will be accompanied by a statement of the grounds upon which the action was based. Upon approval by the Landscape Committee of any plans and specifications submitted to it, a copy of the plans and specifications may be required to be deposited as part of the Association's permanent record and a copy of the plans and specifications bearing approval, in writing, will be returned to the applicant.

Section 6. Plan Submission. The Board may promulgate Rules governing the form and content of submitted plans, may amend and modify those Rules, and may issue statements of policy regarding the application process.

Section 7. Landscape Review Violation. If any landscaping improvement will be altered, erected, removed, placed, or maintained within the Property other than in accordance with plans and specifications approved by the Landscape Committee or Executive Board, alterations, erections, maintenance or use will be deemed to be undertaken in violation of this section and without the approval required herein and, upon written notice from the Executive Board, any improvements so altered, erected,

placed, or maintained in violation hereof will be removed and re-altered and the use will be terminated, so as to extinguish the violation, at the Owner's expense.

Section 8. Elimination of Violations. If 30 days after notice of the violation the Owner of the Dwelling Unit where the violation exists has not been removed or the violation terminated, the Association will have the right, through its agents and employees, to enter upon the land and to take any steps necessary to extinguish the violation and the cost thereof will be assessed to the Owner as an Assessment. The Owner will pay the amount for the removal within 10 days after being invoiced. The amount assessed to the Owner is a binding, personal obligation of the Owner and a lien may be filed against the Dwelling Unit as provided in this Declaration.

Section 9. Landscape Review Easement. Any agent of the Association, the Board, and the Landscape Committee may, upon notice to the Owner, at reasonable times enter upon and inspect any Lot, Dwelling Unit, or other improvements for the purpose of ascertaining whether the maintenance, or alteration of the improvements are in compliance with the provisions hereof; and the Association, the Executive Board, nor any agent will be deemed not to have committed a trespass or other wrongful act by reason of the entry or inspection.

ARTICLE VII

ASSOCIATION RESPONSIBILITIES

Section 1. Management. The Association will provide for the management of and supervision for the operation of the Common Elements and any other portions of the Property the Association is to maintain as described in this Declaration and the Bylaws. The Association will establish and maintain policies, programs, and procedures to fully implement this Declaration for the purposes intended and for the benefit of the Owners and may but is not required to: (i) adopt Rules; (ii) engage employees and agents; and, (iii) delegate all or any portion of its authority and responsibilities to a manager, managing agent, or management company.

Section 2. Maintenance. The Association will reasonably maintain, repair, and replace the Common Elements and other property owned by the Association in a clean, safe, neat, healthy and workable condition, in good repair, and will promptly make all

necessary repairs and replacements, structural and nonstructural, ordinary and extraordinary, subject to the provisions of this Declaration including:

(a) **Common Element Assets.** Any entrance areas, including two entrance signs, and associated landscaping and lighting, two rock walls, fencing along the north side of the Property, and the irrigation system serving the Property, as well as any other amenities acquired.

(b) **Snow Removal.** Association will reasonably remove snow from the driveways, sidewalks, and walkways. The Association cannot possibly eliminate all slippery conditions on the Property. When temperatures are near or below freezing, Owners must exercise additional caution and expect ice and slippery conditions to exist. Owners are responsible for warning all Occupants and guests of the slippery conditions.

(c) **Hard Surfaces.** The Association will maintain, repair, and replace the driveways, parking areas, and sidewalks. The Association is not responsible for private roads on the Lots nor the walkways leading from a driveway to a Dwelling Unit.

(d) **Grounds Maintenance.** The Association will mow all lawns on the Property and maintain all trees and shrubs. Plantings and weeding in a Dwelling Unit's flower bed is the Owner's responsibility.

(e) **Gutters.** The Association may, but, is not obligated to perform gutter cleaning on the Dwelling Units.

(f) **Lighting.** The Association will maintain, repair, and replace the four street lights on Pine Creek Drive at the sole expense of the Dwelling Units on Pine Creek Drive, which Dwelling Units will be assessed as a special assessment for their equal share of the contracted costs for maintenance, repair, and replacement of the Association owned street light systems each year.

Section 3. Right of Entry for Maintenance. The Association has a right of access to, in, and through each Lot and Dwelling Unit, and may therefore enter any Lot or Dwelling Unit as necessary to inspect, provide, perform, and complete any maintenance, repair, or replacement for which the Association is responsible as set forth in this Declaration.

Section 4. Taxes and Assessments. The Association will pay all taxes and Assessments levied against the Common Elements, any other property that the Association may own, including personal property taxes, general real estate taxes, submerged land leases, and assessments by any applicable public authority.

ARTICLE VIII

OWNER RESPONSIBILITIES

Section 1. Covenant of Good Maintenance. At their expense, except as identified in Article VI above, Owners and Corporate Members will keep and maintain their Lots, Units, and all improvements, all appurtenances, and structures in a state of good working order, condition, and repair and in a manner that reflects the Community Standard of safety, cleanliness, good repair, neatness, and attractiveness from neighboring Lot site lines and from the street. All replacements must be of the same (or better) specification, quality, kind, and type as the item being replaced. Each Owner and Corporate Member must keep the exterior and interior of their Lot and Dwelling Unit, and any adjacent Common Elements free from debris, rubbish, rubble, and other unsafe or unsightly conditions. The “Covenant of Good Maintenance” of Lots and Dwelling Units includes maintenance, repair and replacement of:

- (a) all components of, fixtures, and installations attached or affixed to the exterior of the Dwelling Unit;
- (b) all utility lines that exclusively serve the Lot; and,
- (c) all improvements on a Lot not designated as Association responsibility in this Declaration.
- (d) All of the work required in Section 1(a) through (c) above must be promptly, properly and in a good workman-like manner, using material of equivalent or better quality than those originally installed and in accordance with any Executive Board specifications or Rules.

Section 2. Owner's or Corporate Member's Breach of Covenant of Good Maintenance.

(a) The Association will notify the Owner and Corporate Member in writing of any reasonable need for maintenance or repair, or of a failure to comply with the "Covenant of Good Maintenance" (good working order, condition, and repair, safety, cleanliness, neatness, and attractiveness). Within 30 days of the date of written notice:

(1) Owner will request a hearing to object to the alleged reasonable need or failure to comply, or

(2) Owner will complete or diligently proceed to complete the maintenance or repair as determined by the Board.

(b) Upon prior written notice to the Owner, the Association has the right to undertake or perform maintenance or repair on behalf of the Owner if the Owner fails to comply with Section (2)(a) above.

(c) Prior written notice of the Association's maintenance or repair on behalf of the Owner is not required if the lack of maintenance or repair results from, is related to, or may cause an emergency condition, presents a clear and imminent danger to the health and safety of the community or Members, or is an ongoing, continuing or reoccurring situation.

(d) The Association will provide a written statement or invoice to the Owner for any charges the Association incurs for that Dwelling Unit or Lot that is related to the maintenance, repair, or any act it undertakes related to this Section 2, including legal fees and costs. The Owner will reimburse the Association for all charges on the invoice within 30 days from the invoice date before the amount owed will become a lien against the Dwelling Unit or Lot.

ARTICLE IX

ASSESSMENTS AND LIEN OF THE ASSOCIATION

Section 1. General. Each and every purchaser of a Dwelling Unit, by acceptance of a deed therefor, whether or not expressly stated in any deed of

conveyance, covenants and agrees to pay the Association all Assessments levied by the Association. The covenant and agreement to pay all Assessments is hereby maintained, continued, and acknowledged by every Owner. Assessments for the Common Expenses are made in the manner provided for below. Unless otherwise stated in this Declaration, Assessments are levied in equal pro rata amounts against the Dwelling Units. The Board of Directors will determine the Assessment and charges allocation that will be based on the respective year's budget. Every Owner must pay their equal Common Expenses share and any other Assessments levied against their Dwelling Unit in the manner and at the times provided for in this Declaration or as the Board of Directors may determine.

Section 2. Obligation to Pay Assessments. The obligation to pay any Assessment is a separate and independent covenant on each Owner's part, is a charge on the Dwelling Unit, and is a continuing lien upon the Dwelling Unit, against which each Assessment is made until paid in full. No diminution or abatement of Assessments or setoff can be claimed or allowed by reason of any alleged Association or Board of Directors failure to take some action or perform some function required to be taken or performed by the Association or Board of Directors under this Declaration or the Bylaws, or for inconvenience, discomfort, or dislocation arising from the making of repairs or improvements that are the Association's responsibility or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority. Except as otherwise provided for in this Declaration, no Owner may exempt themselves from Assessment liability by waiver of Common Element use or enjoyment, by Dwelling Unit abandonment, or for any other reason. Regardless of any effort or action of an Owner to the contrary, the Association will credit any and all payments made by an Owner in the following order of priority:

- (a) First, to interest owed to the Association;
- (b) Second, to administrative late fees owed to the Association;
- (c) Third, to collection costs, attorney fees, and paralegal fees incurred by the Association; and
- (d) Fourth, to the principal amounts the Owner owes to the Association for Assessments chargeable against the Lot.

Section 3. Failure to Pay Assessments When Due. In the event any Owner fails to pay any Assessment made by the Board of Directors within thirty days after the same has become due and payable, the Board may, in its discretion and in addition to any other

right or remedy conferred by law or contained in this Declaration, suspend the voting rights of the Owner. Any and all Assessments not paid within ten days after the same are due and payable are subject to a monthly administrative late charge established by the Board and may, as the Board of Directors so determines, also bear interest charged at the highest rate allowable by law that may be charged to an individual from the date the Assessment(s) or charge(s) first comes due until the same has been paid in full. Each Owner is also liable for any and all costs incurred by the Association in connection with delinquent Assessment collection from the Owner, including reasonable attorney fees, court costs, and other related charges, which will be added to the continuing lien's amount. The Executive Board will have authority to negotiate pay-offs and settlements on the Association's behalf.

Section 4. Lien of Association. The Association has a continuing lien upon each Owner's Dwelling Unit for the payment of the portion of any Assessments chargeable against the Dwelling Unit that remains unpaid for 60 days after the same have become due and payable, together with the other amounts provided for in Section 2 of this Article VIII ("Assessment Lien"). The Association, as the Board of Directors so determines, may file a certificate of Assessment Lien or an Affidavit of Assessment Lien, with the Lucas County Recorder's Office, setting forth a description of the Dwelling Unit, the name(s) of the titled Owner(s) thereof, and the amount of the unpaid portion of the Assessments and other amounts due. The lien so filed also acts to automatically secure all Assessments that become due and payable after the certificate is filed until the claim of lien is satisfied. The continuing lien will be inferior to any prior, recorded, valid, first lien mortgage, but is not subordinate to any other mortgage lien or other encumbrance, unless written Association consent to further subordination is recorded in the Lucas County Records. The continuing lien is valid forever from the time of filing, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of a court in an action brought to discharge the lien as hereinafter provided. In addition, each Owner is personally liable, jointly and severally, for all Assessments chargeable for their ownership period. The existence of a mortgage, lien, or other encumbrance and of a condition, possibility of reverter, or the like, will not be deemed to be a defense of title under the preceding sentence.

Section 5. Foreclosure of Association's Lien. The lien provided for in this Article VIII may be foreclosed in the same manner as a mortgage on real property in an action brought by or on the Association's behalf, only upon the Board of Directors' authorization. In any foreclosure action, the Dwelling Unit or Owner(s) affected is/are required to pay a reasonable rental for the Dwelling Unit during the pendency of the

action, in addition to any Assessments otherwise chargeable against the Dwelling Unit, and the Association in the action is entitled to a receiver appointment to collect the same. In any foreclosure action, the Association, or its agent or nominee, is entitled to bid, acquire, hold, lease, encumber, and/or convey the Dwelling Unit, whether at the foreclosure sale of same or otherwise.

Section 6. Dispute as to Common Expenses. Any Owner who believes that any Common Expense portion or Assessments chargeable to their Dwelling Unit, for which a certificate of lien has been filed by the Association, was improperly calculated and charged against their Dwelling Unit, may bring an action in the Court of Common Pleas for Lucas County, Ohio, for the lien's discharge.

Section 7. Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses. Where the first mortgage of record's mortgagee or other purchaser of a Dwelling Unit acquires title to the Dwelling Unit resulting from the first mortgage's foreclosure, the acquirer of title, its successors, and assigns, will not be liable for the share of Assessments chargeable to the Dwelling Unit that became due prior to the title acquisition to the Dwelling Unit by the acquirer, unless the share is secured by a lien for Assessments recorded prior to the foreclosed mortgage's recording. Any funds received from the Dwelling Unit's judicial sale, in excess of the first mortgage lien, the court costs, and the real estate taxes, will, however, be paid over to the Association, to the extent of the unpaid Assessments due to the Association. The Dwelling Unit or Owner(s), prior to the judicial sale thereof, will be and remain, after the date of the judicial sale, personally and primarily liable, jointly and severally, for the Assessments against the judicially sold Dwelling Unit up to the judicial sale's date as provided in this Article VIII; but any unpaid Assessment share is deemed to be Common Expenses collectible from all Owners, including the acquirer of the foreclosed Dwelling Unit, its successors or assigns, at the time of the first Assessment next following the title's acquisition by the mortgagee, its successor, or assigns.

Section 8. Liability for Assessments Upon Voluntary Conveyance. In a Dwelling Unit's conveyance, other than a conveyance described in Article VIII, Section 7 above, the Lot's grantee is jointly and severally liable with the grantor for all unpaid Assessments levied by the Association against the grantor and the Dwelling Unit, including their share of all Common Expenses charged against the Dwelling Unit up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee, therefore. Any prospective grantee, however, is entitled to a statement from the Association, provided through the grantor, within 30 days after receipt by the Association of a request from the grantor, setting forth the

amount of all unpaid Assessments, and the grantee will neither be liable for nor will the Dwelling Unit conveyed be subject to a lien for any unpaid Assessments levied by the Association against the grantor in excess of the amount set forth in the statement for the period reflected in the statement. As used in this Section 8, “grantor” includes a decedent and “grantee” includes a devisee or heir, or any other successor or assign of a grantor.

ARTICLE X

INSURANCE

Section 1. Scope of Insurance Coverage.

(a) **Owners.** Each Owner and Member must obtain and maintain Property Insurance in full force and effect on their Dwelling Unit and Lot, and all improvements, installations, utilities, and fixtures attached or appurtenant in accordance with the Corporate Member’s condominium declaration.

(b) **Association.** The Association must obtain and maintain Property Insurance on all insurable improvements comprising the Common Elements.

Section 2. Risks to be Insured and Amount Thereof. All Property Insurance policies obtained by the Association and each Owner, pursuant to the requirements of Section 1 above, must protect against loss or damage by fire and other hazards now or after embraced by an “all-risk” or special form policy, and all other perils, which are customarily covered by similarly constructed and situated developments in Lucas County, Ohio, in an amount sufficient to cover 100 percent, less deductible, of the replacement cost of any repair or reconstruction in the event of damage or destruction from any casualty (excluding excavation and foundation costs and other items normally excluded from the coverage). The term “replacement cost” means the cost needed to repair or reconstruct the damaged item to the condition it was in just before the insured damage was sustained.

Section 3. Damage and Destruction.

(a) **Responsibility for Repair.** Notwithstanding anything to the contrary in this Declaration, if any Dwelling Unit or Lot is damaged or destroyed by any event or loss covered by the standard “all-risk” or special form endorsement, regardless of the deductible amount, the Unit’s Owner must promptly cause the

damage to be repaired or restored at the Owner's sole expense. All insurance proceeds received from the Association's Casualty Insurance and/or any Owner's Casualty Insurance must first be used and applied to the repair and restoration of the Property damaged by the casualty for which the proceeds are paid. If the Owner fails to commence required repairs or if the Owner fails to diligently complete all the repairs within a reasonable time, all as determined by the Board of Directors, the Association has the right, but not the obligation, upon written notice to the Owner, to commence or complete the repairs to the Unit's exterior or the Lot, with the Owner solely responsible for any and all costs or expenses not covered by the insurance proceeds received to be charged as an Assessment against the Unit or Lot.

(b) **Common Element Repairs.** Repair and restoration of damage or destruction to the Common Elements must be substantially made to the same or better condition of the areas as they existed immediately prior to the damage, provided that the Board of Directors may permit the use of the new or alternative materials as the Board of Directors reasonably determines are in the Association's best interest.

Section 4. Waiver of Subrogation. Each Owner and occupant, as a condition of accepting title and possession, or either one of the Unit or of a Lot, and the Association agree that, in the event any part(s) of the Property or the fixtures or personal property of anyone located in or on the Property are damaged or destroyed by fire or other casualty that is covered by insurance of any Owner, occupant, or the Association, and the lessees of any one of them, as provided for in this Article IX, the rights of recovery and subrogation, if any, of any party or their respective insurance company, against the other, or against the employees, agents, licensees or invitees of any party, with respect to the damage or destruction and with respect to any loss resulting therefrom are waived to the extent of the insurance proceeds actually recovered.

Section 5. Public Liability Insurance. The Association must insure itself, all Owners, members of their respective families, and other Persons residing with them in the Property, their tenants, and all Persons lawfully in possession or control of any part of the Property against liability for bodily injury, disease, illness, or death and for injury to or destruction of property occurring upon, in, or about or arising out of or relating to the Common Elements. The insurance will afford protection to a limit of not less than Two Million Dollars in respect to bodily injury, disease, illness, or death suffered by any one Person, to the limit of not less than Two Million Dollars in respect to any one

occurrence and to the limit of not less than One Million Dollars in respect to damage to or destruction of property arising out of any one accident. The insurance must contain a “severability of interest” endorsement that must preclude the insurer from denying the claim of an Owner or occupant because of negligent acts of the Association, the Board of Directors, other Owners, or occupants. The policy will not insure against liability for personal injury or property damage arising out of or relating to the individual Units or Lots.

Section 6. Fidelity Insurance or Bonding. The Board may maintain blanket fidelity, crime, or dishonesty insurance coverage for any person who controls or disburses Association funds. As used in this section, “Person who controls or disburses Association funds” means any individual with authority or access to sign checks, conduct electronic transfers, or otherwise withdraw funds from any Association account or deposit, including the following:

- (a) A management company’s principals and employees;
- (b) A bookkeeper;
- (c) The President, Vice President, Secretary, Treasurer, any other Board member, or employee of the unit owners Association.

All of the following apply to the insurance coverage required under this section:

- (1) Coverage will be for the maximum amount of funds that will be in the custody of the Association or its designated agent at any one time plus three months of operating expenses.
- (2) The insurance will be the property of and for the sole benefit of the Association and will protect against theft, embezzlement, misappropriation, or any other unauthorized taking or loss of Association funds.
- (3) The policy will include in its definition of “employee” the manager and the managing agent of the Association’s funds or provide for this inclusion by an endorsement to the policy.
- (4) The policy will name the Association as the insured party and will include a provision requiring the issuer of the policy to provide a

ten-day written notice to the Association's President or manager in the event of cancellation or substantial modification of the policy. The manager or managing agent, if any, of the Association will be the designated agent on the policy.

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

Section 7. Other Association Insurance. The Board of Directors may purchase and maintain contractual liability insurance, workers' compensation insurance, directors' and officers' liability insurance, and any other insurance as the Board of Directors may determine is in the Association's best interest.

ARTICLE XI

EASEMENTS

Section 1. Encroachments. If, by reason of the construction, reconstruction, repair, settlement, shifting, or other movement of any Dwelling Unit or by reason of the partial or total destruction and rebuilding of any Dwelling Unit, any part of the Common Elements encroaches upon any part of a Lot, or any part of a Dwelling Unit encroaches upon any part of the Common Elements or another Unit or, if by reason of the design or construction of the utility systems, any main pipes, electric lines, electric meters, ducts, or conduits serving a Dwelling Lot encroach upon any part of any other Dwelling Lot, valid easement for the maintenance of the encroachments are established. These easements exist for the benefit of the affected Lot and the Common Elements, as the case may be, so long as the encroachments exist; however, in no event will a valid easement for any encroachment be created in favor of any Owner if the encroachment occurred due to the willful conduct of the Owner.

Section 2. Accessibility. Each Lot and/or Dwelling Unit thereupon is subject to easements for access arising from necessity of Property maintenance or operation. Each Owner has the permanent right and easement to and through the Common Elements for ingress and egress to and from their Lot or Dwelling Unit and for water, sewer, gas, power, telephone, television, and other utility use now or in the future existing with the Common Elements.

Section 3. Utilities. The Property is subject to easements as they may be necessary for utilities, landscaping, detention basins, retention basins, and other purposes as indicated on the Drawings.

Section 4. Applicability. 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 will inure to the benefit of and be binding on the Association and any Owner, purchaser, occupant, mortgagee, and other Person now or in the future having an interest in any part of the Property.

Section 5. Easements of Enjoyment; Limitations. Every Owner has a right and easement of enjoyment in, over, and upon the Common Elements that are owned by the Association, and an unrestricted right of access to and from their Lot and Dwelling Unit, which rights and easements will be appurtenant to and pass with the title to a Lot, subject to the right of the Board of Directors to make reasonable Rules concerning the use and management of the Common Elements, provided that no Rule will limit or prohibit the right of ingress and egress to a Lot or Dwelling Unit. Any Owner may delegate their right of enjoyment to the Common Elements and to ingress and egress to the occupants of that Owner's Dwelling Unit.

Section 6. Right of Entry for Repair, Maintenance and Restoration. The Association has the right to entry and access to, over, upon, and through all the Property, including each Lot, to enable the Association to perform its obligations, rights, and duties pursuant hereto with regard to maintenance, repair, restoration, and/or servicing of any items, things, or areas of or in the Property

Section 7. Easement for Services. Non-exclusive easements are granted to all police, firefighters, ambulance operators, mail carriers, delivery people, garbage and trash 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 Property in the performance of their duties.

Section 8. Power of Attorney. Each Owner, by acceptance of a deed to a Lot, appoints the Association's President, as their attorney-in-fact, to execute, deliver, acknowledge, and record for and in the Owner's name, the deeds of easement, licenses, permits, and other instruments as may be necessary or desirable, in the Board of Directors' sole discretion, or its authorized representative, to further establish or effectuate the foregoing easements and rights. This power is for the benefit of each and

every Owner, the Association, and real estate to which it is applicable, runs with the land, or coupled with interest and is irrevocable.

Section 9. Existing Easements. The easements and grants provided herein in no way affect any other recorded grant or easement, including those easements granted in or by the Original Declaration, the plat maps, or other instrument executed by the Declarant and recorded with the Lucas County Recorder's Office. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation will not defeat or fail to reserve the rights or easements, but the same will be deemed conveyed or encumbered, as the case may be, along with the Dwelling Unit.

ARTICLE XII

AMENDMENTS

Section 1. In General. Except as provided for in Chapter 5312 and Chapter 1702, this Declaration may be amended upon the filing for record with the Lucas County Recorder's Office of a document that sets forth the specific item or items to be amended and any new matter or provision to be added to this Declaration and the Bylaws. Prior to the recording of the amendment document, the Board of Directors must submit the proposed amendment(s) to the Owners, by regular mail, hand delivery, electronic mail, or other method of delivery provided for or permitted under State law, for their consideration and consent. Members entitled to exercise at least a majority of the Association's total voting power, as described in the Bylaws, must consent to the amendment in writing, which writing may be returned to the Association by regular mail, hand delivery, electronic mail, or other method of delivery provided for or permitted under State law. The final amendment document must be signed by two officers with the same formalities as this instrument and must refer to the instrument number in which this instrument and its attached exhibits are recorded. Any amendment becomes effective upon the recordation of the amendment in the Lucas County Recorder's Office.

Section 2. Board of Directors Amendments. Notwithstanding anything in Section 1 above to the contrary, the Executive Board may amend this Declaration in accordance with and to the extent permitted by Chapter 5312.

Section 3. Limitation on Owner Challenge. Any Owner who is aggrieved by any amendment to this Declaration may commence a declaratory judgment action to have the amendment declared invalid; however, any action must be filed in the Lucas

County Court of Common Pleas within one year from the date of the recordation of the amendment with the Lucas County Recorder's Office.

ARTICLE XIII

REMEDIES FOR VIOLATIONS

Section 1. Abatement and Enjoinment. The violation of any restriction, condition, or regulation adopted by the Board of Directors or the breach of any covenant or provision contained in this Declaration, the Bylaws, or the Rules, gives the Board of Directors, on behalf of the Association, in addition to the rights hereinafter set forth in this Declaration, the right:

- (a) To enter upon or in a Lot or Dwelling Unit upon which, or as to which, the violation or breach exists and to summarily abate, remediate, restore, maintain, and/or remove, at the Owner's expense, any structure, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration, the Bylaws, or the Rules, and the Association, its Board of Directors, or its agents, will not be deemed guilty in any manner of trespass;
- (b) To enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach;
- (c) To effect and to cause the effectuation of reasonable sanctions, including, but not limited to, the imposition of enforcement Assessments, as may be further defined in the Rules, payable to the Association, after notice and a reasonable opportunity to be heard is provided, and/or the enforcement by the Police of municipal ordinance all as may be deemed necessary or proper to secure and compel compliance with this Declaration, Bylaws, or Rules, as well as to deter continued non-compliance with this Declaration, the Bylaws, or the Rules.
- (d) To promulgate Rules to effect and to cause the effectuation of reasonable sanctions, including, but not limited to, the imposition of reasonable penalty or enforcement Assessments, as may be further defined in the Rules or Chapter 5312, payable to the Association, after notice and a reasonable opportunity to request a hearing (and if so requested, to be actually heard) is provided, the removal of personal property from the Common Elements, when the continued presence of the property in the Common Elements is a violation or

breach of this Declaration, the Bylaws, or the Rules, and/or the enforcement by the Police of municipal ordinance; all as may be deemed necessary or proper to secure and compel compliance with this Declaration, the Bylaws, or the Rules, as well as to deter continued non-compliance with this Declaration, the Bylaws, or the Rules.

- (e) To suspend the voting privileges of an Owner and their proxy.

Section 2. Cost of Enforcement. If any Owner or Member (either by their own conduct or by the conduct of any occupant(s), tenant(s), resident(s), guest(s) or employee(s) of their Lot) violates any provisions in this Declaration, the Bylaws, or the Rules, the Owner must pay to the Association, in addition to any other sums due, including all costs of repair or removal and any penalty or enforcement Assessments, all costs and expenses incurred by the Association in connection with the enforcement of the provision or Rule, including, without limitation, reasonable attorney fees and court costs. The costs and expenses are charged as an Assessment against the Owner's Dwelling Unit. The Association, in addition to all other remedies available, will have the right to place a lien upon the estate or interest of the Owner or Member for all costs and charges provided for in this Section 2 as further explained and set forth in Article VIII of this Declaration.

Section 3. Cure by Association. If any Owner or Member fails to perform any act that they are required to perform by this Declaration, the Bylaws or the Rules, the Association, through the Board of Directors, may, but is not obligated to, undertake the performance or cure the violation, and will charge and collect from the Owner the entire cost and expense, including reasonable attorney fees, of the performing or cure incurred by the Association. Any amount will be deemed to be an additional Assessment upon the Owner's Dwelling Unit and will be due and payable within ten days following notification of the charge becomes due and payable, and the Association may obtain a lien for the amount in the same manner and to the same extent as if it were a lien for Common Expenses.

Section 4. Suspension of Voting Rights. The Association has the power, right, and authority to suspend the voting rights of an Owner as set forth in this Declaration.

ARTICLE XIV

GENERAL PROVISIONS

Section 1. Enforcement. The Association and any Owner has the right to enforce, by any proceeding at law or in equity, the restrictions, conditions, covenants, reservations, liens, and charges now or after imposed by the provisions of this Declaration. All remedies specified in this Declaration are non-exclusive and in addition to any other remedies available in law or equity. Failure by any Person to enforce any covenant or restriction will in no event be deemed a waiver of the right to do so.

Section 2. Headings. The heading to each section and each subsection of this Declaration is inserted only as a matter of convenience and reference and in no way defines, limits, or describes the scope of intent of this Declaration or in any way affects this Declaration.

Section 3. Covenants Running with the Land. Each grantee, lessee, or contractee of any interest whatsoever in any part of the Property, by the acceptance of a deed of conveyance, lease, or contract in respect to any interest in any part of the Property accepts the same, subject to all restrictions, conditions, covenants, reservations, liens, and charges provided for in this Declaration. The jurisdiction, rights, and powers created or reserved by this Declaration, and all rights, benefits, and privileges of every character granted, created, reserved, or declared, and all impositions and obligations imposed will be deemed and taken to be covenants running with the land, and will bind any Person having at any time any interest or estate in the Property, and will inure to the benefit of the Person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed, lease, and contract.

Section 4. Waiver. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration are deemed to be abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 5. Severability. The invalidity of any covenant, restriction, condition, limitation, or any other provisions of this Declaration, or of any part of the same, does not impair or affect in any manner the validity, enforceability, or effect of the rest of this Declaration.

Section 6. Duration. The easements, covenants, conditions, and restrictions created by this Declaration are perpetual, unless amended pursuant to the provisions of Article XI, above.

Section 7. Priority of Documents. In the event of any inconsistency between this Declaration, the Association's Articles of Incorporation, and the Bylaws, the provisions of this Declaration prevail over the Articles of Incorporation and the Bylaws, and the Bylaws prevail over the Articles of Incorporation.

Section 8. Construction. Wherever the masculine singular form of the pronoun is used in this Declaration or the attached Bylaws, it is construed to mean the masculine, feminine, or neuter, singular or plural, as the context so requires.

Section 9. Interpretation. The provisions of this Declaration, and the Exhibits attached hereto, will be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a first-class community, provided, however, that the language used will not be strictly construed against the Association, the Board of Directors, any Lot, or any Owner.

Section 10. Scrivener's Corrections. Scrivener reserves unto itself the right to make corrections or changes in this Declaration and any of the Exhibits attached hereto, which arise due to typographical mistakes or scrivener errors. Changes may be made by Scrivener, despite the fact it does not own an interest of the Association's voting power but will only be done if the changes do not materially affect the ownership interest of anyone else.