



A Planned Community Development

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS,
ASSESSMENTS AND ASSESSMENT LIENS**

This Instrument Prepared By:

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**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
EASEMENTS, ASSESSMENTS AND ASSESSMENT LIENS**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, ASSESSMENTS AND ASSESSMENT LIENS (this “**Declaration**”), is made this _____ day of _____, 2026, by Park Model Paradise at the Lake, LLC, an Ohio limited liability company (the “**Declarant**”), with offices at 1934 E. Camelback Rd. Ste. 120-611 Phoenix AZ 85016-4126.

Background Information

A. The Declarant is the owner of that certain real property located in Stokes Township, Logan County, Ohio (the “**Property**”), which is more particularly described on **Exhibit A** attached hereto and incorporated herein.

B. The Declarant intends to improve the Property as a planned residential community which shall be known as “Park Model Paradise at the Lake” (the “**Subdivision**”), the Subdivision being delineated upon the plat of record in Plat Cabinet B, Slides _____, _____ and _____, Recorder’s Office, Logan County, Ohio.

C. The Declarant desires to provide for the preservation of the values and amenities of the Property and for the maintenance of Common Areas (as hereinafter defined) and Common Facilities (as hereinafter defined); and to this end, desires to subject the Subdivision to the covenants, conditions, restrictions, easements assessments and assessment liens hereinafter set forth, each and all of which shall run with the land and are for the benefit of the Subdivision and the subsequent Owners (as hereinafter defined) thereof.

D. In order to advance the purposes of this Declaration, Declarant has formed the Park Model Paradise at the Lake Homeowners Association Inc. (the “**Association**”), an Ohio nonprofit corporation, for the purpose of owning, operating, maintaining, and administering portions of the Subdivision, together with certain improvements constructed and developed or to be constructed and developed thereon, including but not limited to, Common Areas and Common Facilities as dedicated from time to time by Declarant for the common use by the Owners of Lots (as hereinafter defined) within the Subdivision.

E. The Association shall administer and enforce the provisions of this Declaration with the costs incurred by the Association in connection with the operation, administration, maintenance and repair, being an encumbrance upon those portions of the Subdivision which are benefited thereby (as set forth herein).

F. Declarant hereby reserves the right within its sole and absolute discretion to create and record such supplementary Declarations or Amendments hereto for each replat or subsequent plat with such terms and conditions as Declarant deems appropriate.

Declaration of Purpose

NOW, THEREFORE, be it known that the Declarant, as to the Property described herein, on behalf of itself, and of its successors and assigns, hereby declares that the Property shall be held, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, assessments and assessment liens, and shall be subject to or benefited by, as the case may be, the licenses and easements described herein, which are for the purpose of preserving for the common use of the Owners the Improvements (as hereinafter defined), Common Areas and Common Facilities located thereon, all of which shall run with the title to the land and each part thereof, and be binding on all parties having any right, title or interest in the land and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Declarant, its successors and assigns and each Owner, and the respective heirs, successors and assigns thereof, and the Association.

ARTICLE I
Definitions

Section 1. **Definitions.** As used herein, the following terms shall have the meanings set forth below:

(a) **Articles.** The Articles of Incorporation of Park Model Paradise at the Lake Homeowners Association Inc., an Ohio nonprofit corporation, as the same may be properly amended from time

to time.

(b) **Architectural Review Committee.** The committee established by Article IX Section 1.

(c) **Assessments.** Collectively referring to Annual Assessments, Individual Assessments and Special Assessments (each as hereinafter defined).

(d) **Association.** Park Model Paradise at the Lake Homeowners Association Inc., an Ohio nonprofit corporation, and its successors and assigns.

(e) **Association Documents.** This Declaration, as the same may be properly amended from time to time, the formative documents of the Association, consisting of the Articles, the Code of Regulations (as hereinafter defined) and any and all bylaws, procedures, rules, regulations or policies adopted by the Association.

(f) **Board.** The Board of Directors of the Association.

(g) **Code of Regulations.** The Code of Regulations of the Association, as the same may be properly amended from time to time. Any amendments to the Code of Regulations will be recorded with the Logan County Recorder. A copy of the Code of Regulations is attached hereto as **Exhibit B** and incorporated herein. The Code of Regulations shall serve as the “Bylaws” of the Association as such term is defined in Chapter 5312 of the Ohio Revised Code.

(h) **Common Areas and Common Facilities.** All land, Improvements or facilities controlled and/or owned by the Association devoted to the common use and enjoyment of the Owners, including without limitation, Private Streets (as hereinafter defined), roadways, all sanitary or storm sewer infrastructure in the Subdivision not accepted by a public authority or utility for ownership and maintenance (except for laterals and related infrastructure connecting a Dwelling Unit’s sanitary sewer infrastructure to the sanitary sewer main line, and except for sanitary sewer grinder stations located on a Lot or within a Dwelling Unit, all of which are the responsibility of individual Lot Owners), entrance ways, pools, community buildings and recreational areas, ponds, waterways, retention and/or detention areas. “Common Area” and “Common Facility” shall also include any areas that have been specifically designated by the Declarant as such on a Plat (as hereinafter defined).

(i) **Common Expenses.** Any and all expenses or financial liability of the Association, including without limitation: (i) allocations the Association designates for reserves, Expenses incurred in maintaining the Common Areas and Common Facilities, and (ii) any and all expenses incurred in the administration, governance, maintenance, operation and management of the Association (including the administration, operation, maintenance, repair and replacement of Common Areas and Common Facilities).

(j) **Declarant.** Park Model Paradise at the Lake, LLC, an Ohio limited liability company, its successors and assigns, including any person or entity acquiring all of Declarant’s then-remaining interests in the Property.

(k) **Declaration.** This Declaration of Restrictive Covenants, Conditions, Restrictions, Easements, Assessments and Assessment Liens for the Subdivision.

(l) **Development.** The Property, the Subdivision and all Improvements located or constructed thereon, or any other property submitted to the provisions hereof pursuant to Article II.

(m) **Dwelling Unit.** Shall mean homes, designed and intended for use and occupancy as a residence by a single person, a family or family-sized group of persons. The only Dwelling Units that may be placed on any Lot within the Subdivision are those expressly approved in writing by Declarant, the Board, or the Architectural Review Committee.

(n) **Improvements.** All man-made or man-installed alterations to the Property which cause the Property to deviate from its natural condition, including but not limited to Dwelling Units, buildings, outbuildings and garages; overhead, aboveground and underground installations, including without limitation, irrigation facilities and systems; water agitators; water spouting and drainage tile, utility facilities and systems, wells, lines, pipes, wires, towers, cables, conduits, poles and posts, antennae and satellite dishes; statues and lawn art; swimming pools and tennis

courts; slope and drainage alterations; roadways, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks, party decks, Docks, beaches, patios and porches, trees, hedges, shrubs and other forms of landscaping, and all other structures of every type.

(o) **Lot.** Each separate tract depicted, designated and shown upon any Plat, or created by a split of a Lot depicted, designated and shown upon any Plat, excepting, however, any tract described in the Declaration or Plat as Common Area.

(p) **Maintenance Standards.** Those standards adopted by Declarant, the Board, or the Architectural Review Committee pursuant to Article IX of the Declaration as the same may from time to time be amended.

(q) **Member.** Every person or entity that holds membership in the Association in accordance with the Association Documents.

(r) **Occupant.** Any person in possession of a Lot whether or not such possession is lawful and shall include but not be limited to, an Owner's family members, guests, invitees, tenants and lessees.

(s) **Operating Expenses.** The expenses of the Association for which all Members are liable.

(t) **Owner.** The holder of record title in fee simple to any Lot, whether or not such title holder actually resides on the Lot. This term excludes those persons or entities holding record title merely as security for the performance of an obligation.

(u) **Plat.** Each and every record plan of real estate as recorded in the plat records of Logan County, Ohio which affects the Property and/or the Subdivision, including, without limitation, the plat of record in Plat Cabinet B, Slides, _____, and _____, Recorder's Office, Logan County, Ohio.

(v) **Private Streets.** Those roadways constructed for the purpose of private ingress and egress to and from the Property and the Lots in the Subdivision by Owners, but not to the general public. The Private Streets may be used by all police, firemen, ambulance operators, emergency personnel, mailmen, deliverymen, garbage removal personnel, public authority or utility personnel (including personnel of any public authority or utility that has accepted ownership and maintenance of specified sanitary sewer infrastructure) and all similar persons acting within the scope of their professional duties, and by the local governmental authorities and the Association (but not the general public) in accordance with the Rules. All Private Streets shall be designed in accordance with the Subdivision Regulations of Logan County, Ohio. All Private Streets shall also be Common Areas and/or Common Facilities for purposes of this Declaration.

(w) **Property.** All land described in Section (A) of the Background Information of this Declaration, together with all Improvements thereto.

(x) **Rules.** This Declaration, the Code of Regulations, and any and all bylaws, procedures, rules, regulations, policies or lists adopted by the Association. Rules and regulations, when adopted by the board, shall have the same force and effect as the restrictions set forth in this Declaration.

(y) **Structure.** Anything built, placed upon or constructed upon a Lot, including, without limitation, Dwelling Units, a sheds other outbuildings, or decks.

(z) **Subdivision.** "*Park Model Paradise at the Lake*" which consists of the Property.

ARTICLE II

The Development

Section 1. **Property Subject to this Declaration.** The Property, each portion thereof, and all Improvements thereon, shall be held, transferred, sold, conveyed, leased, mortgaged and occupied subject to the terms, provisions, covenants and conditions of this Declaration.

Section 2. **Addition of Property.** From time to time, the Declarant, or any successor or assign, may subject land adjacent to the Property to the terms and conditions of this Declaration without the assent of

the Association or the Owners of Lots already included in the Property, and after each subsection, such annexation property shall thereafter be included in the defined term Property as used in this Declaration. Declarant reserves the sole and absolute discretion to add land adjacent to the Property to this Declaration.

ARTICLE III **The Association**

Section 1. Formation and Purpose. The name of the Association is the “*Park Model Paradise at the Lake Homeowners Association, Inc.*” The Association has been formed as an Ohio nonprofit corporation pursuant to the provisions of Chapter 1702 of the Ohio Revised Code. The Association owns or shall own all Common Areas and Common Facilities. The Association will, in accordance with this Declaration and all Governing Documents, take actions to manage, maintain, repair, replace, improve, and insure all Common Areas and Common Facilities, furthermore, the Association shall provide any educational, recreational, and social programs as determined by the Board. The Association shall make and enforce such rules as deemed desirable or prudent by the Board or by vote of the Members.

Section 2. Membership. The Declarant, and every person or entity who is an Owner shall be a Member of the Association. All memberships in the Association shall be appurtenant to and inseparable from the Lot owned by each Member and such right of membership shall automatically transfer to any transferee of fee simple title to a Lot at the time such title is conveyed. Memberships in the Association shall not be assignable, except to the person or entity to whom the title to the Lot has been transferred. The ownership of such Lot shall be the sole qualification for membership in the Association. No Owner, whether one (1) or more persons, shall have more than one (1) membership interest per Lot owned. In the event an Owner consists of more than one (1) person, such persons collectively shall have one (1) membership interest in the Association in common.

Section 3. Governance. In accordance with the Association Documents, the Association shall be governed by a Board, consisting of those parties elected as directors of the Association pursuant to the Code of Regulations.

Section 4. Voting Rights. Voting Rights of Members shall be as provided in the Code of Regulations. In the event any Owner is in arrears for payment due to the Association for more than forty-five (45) days, or defaults in the performance of any of the terms of the Governing Documents for more than forty-five (45) days, such Owner’s right to vote on Association matters will be automatically suspended and remain suspended until all payments are brought current and/or all defaults cured.

Section 5. Power; Authority; Duties. The Association shall have all the rights, powers, and duties established, invested, or imposed in the Rules, and the laws of the State of Ohio applicable with respect to Ohio nonprofit corporations, and the provisions of Chapter 5312 of the Ohio Revised Code.

Section 6. Specific Powers. Among other things, the Association shall have the following specific powers:

- (a) Enforce the provisions of this Declaration;
- (b) Acquire, encumber, and convey or otherwise transfer real and personal property, including, without limitation, Common Areas and Common Facilities.
- (c) Hold title to, manage, maintain, repair and replace all Common Areas and Common Facilities (including those located on a Lot, attached to a Dwelling Unit or located within a Dwelling Unit), and pay all costs of utilities, operation, maintenance, repairs, replacement, gardening and other necessary services for the Common Areas and Common Facilities;
- (d) Grant easements or licenses where necessary for utilities and other service facilities over, on and across the Common Areas and Common Facilities and within platted easements across Lots;
- (e) Levy and collect Assessments from the Owners and enforce payment of Assessments;
- (f) Pay all taxes and Special Assessments that would be a lien upon the Common Areas and Common Facilities, and discharge any lien or encumbrance levied against any project or the Common Areas and Common Facilities;

(g) Pay for reconstruction of any portion of the Common Areas, Common Facilities and Improvements damaged or destroyed;

(h) Employ and retain, if desired, a professional manager, a management company and/or other administrative staff to perform all or any portion of the duties and responsibilities of the Board with respect to administration of the Association;

(i) Make and enforce reasonable rules and regulations governing the use of the Property and enforcement of this Declaration, which shall be consistent with this Declaration and the Association Documents. In accordance with applicable provisions of this Declaration, the Board shall have the power to impose sanctions on Owners for violations of the Rules, including without limitation: (i) reasonable monetary fines which shall be considered Individual Assessments; (ii) suspension of the right to vote as a Member of the Association; and (iii) suspension of the right to use the Common Areas and Common Facilities. In addition, the Board shall have the power to seek relief in any court of competent jurisdiction for violations or to abate unreasonable disturbances. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing the Rules against any Owner, tenant, guest or invitee of any Owner, the amount shall be due and payable by such Owner and shall be an Individual Assessment against such Owner's Lot;

(j) Retain and pay for legal and accounting services necessary and proper, for the efficient operation of the Association; and

(k) Perform any and all other acts and things that a nonprofit, mutual benefit corporation organized under the law of the State of Ohio is empowered to do, which may be necessary, convenient or appropriate in connection with the administration of the Association's affairs and the carrying out to the Association's duties as set forth in this Declaration.

Section 7. Delegation of Duties. In the event the Association shall delegate any or all of its duties, powers or functions, to any person, corporation or firm, neither the Association, the Board, nor the Members shall be liable for any omission or improper exercise by the delegate of any such duty, power or function so delegated.

ARTICLE IV **Assessments**

Section 1. Covenants for Assessments. Each person, group of persons, or entity who becomes an Owner, whether or not it shall be expressed in any deed or other conveyance, shall be deemed to covenant and agree on behalf of themselves their heirs, personal representatives, successors, and assigns, to pay the Association the following Assessments: (i) Annual Assessments; (ii) Individual Assessments; and (iii) Special Assessments. The Assessments shall be fixed, established and collected from time to time as hereinafter provided. All Assessments, together with interest thereon as hereafter provided and costs of collection thereof (including court costs and reasonable attorneys' fees) as hereinafter provide shall be a charge on the Lot of such Owner and shall be a lien in favor of the Association upon the Lot against which such Assessment is made if such Assessment remains unpaid ten (10) days after any portion thereof becomes due and payable. The lien of the Association shall be made effective by filing a certificate of lien with the Logan County Recorder in accordance with Section 5312.12 of the Ohio Revised Code. Each such Assessment, together with such interest thereon and cost of collection thereof as herein provided, shall also be the personal obligation of the person, group of persons, or entity who was the Owner of such Lot at the time when the Assessment fell due.

Section 2. Annual Assessments.

(a) The Board shall adopt and amend an annual budget for revenues and expenditures it expects the Association to incur annually for the administration, governance, maintenance, operation and management of the Association (including the administration, operation, maintenance, repair and replacement of Common Areas and Common Facilities), and shall assess each Owner an Annual Assessment equal to such estimated expenses divided by the total number of Lots. 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. The Annual Assessments may be billed in advance on a monthly, quarterly or annual basis, as determined by the Board.

(b) The Board shall not impose an increase to the Annual Assessment of greater than ten percent (10%) of the preceding periods assessment. Any increase of the Annual Assessment of greater than ten percent (10%) shall require the approval of a two-thirds (2/3) majority of Members voting; whether in person or by proxy, at any meeting of the Members of the Association.

Section 3. Individual Assessments.

(a) In the event an Owner shall fail to maintain the Lot and the Improvements situated thereon in a manner satisfactory to the Board, and such maintenance is not that which is to be provided by the Association and paid for as part of the Annual Assessment, after approval by two-thirds (2/3) vote of the Board, the Association shall have the right, through its agents and employees, to enter upon the Lot and to repair, maintain and restore the Lot and the Improvements thereon, including without limitations, repairing irrigation facilities and systems, maintaining landscaping, and removing rubbish. The cost of such maintenance and repair (including charges incurred by the Association for attorneys' fees, court costs, or other expenses incurred to obtain access to the subject Lot) shall be levied against such Lot as an Individual Assessment and such Individual Assessment shall be added to and become part of the total Assessment to which such Lot is subject. Provided however, the Association shall provide written notice to the Owner specifying the necessary repairs, maintenance, or restoration that must be undertaken and giving the owner forty-five (45) days within which to complete the work. If a lot requires rubbish removal, weeding, lawn care, or other routine landscaping work, the Association shall provide written notice to the Owner specifying the work to be undertaken and giving fifteen (15) days within which to complete the work. If at the end of the notice period, the Board determines the work has not been completed to its satisfaction, it shall have the right to make such repairs, maintenance or restoration. Nothing in this section shall be construed as granting the Association any right to enter into a Dwelling Unit without the Owner's consent.

(b) The Board may levy, after providing the Owner with notice of the violation(s) and opportunity for a hearing, an Individual Assessment in the nature of a fine reasonably determined by the Board against the Lot of any Owner who violates the Rules, or who suffers or permits his/her family members, guests, invitees or tenants to violate the Rules. This type of Individual Assessment is referred to herein as an ***"Enforcement Assessment"***. The amount of an Enforcement Assessment shall include any costs associated with the enforcement of the Rules (including charges incurred by the Association for attorneys' fees, court costs, or other expenses).

(c) The Board may levy an Individual Assessment against the Lot of an Owner for all costs of maintenance, repair or replacement incurred due to the negligent, reckless or willful acts of the Owner, or any Occupant, invitee, lessee, licensee, contractor, employee, agent, family member, guest, and/or pet(s) of such Owner. This type of Individual Assessment is referred to herein as a ***"Damage Assessment"***. The amount of a Damage Assessment shall include any charges incurred by the Association for attorneys' fees, court costs, or other expenses.

Section 4. Special Assessments. The Board may levy against any Lot a Special Assessment to pay for capital expenditures, including the cost of any construction, reconstruction, unexpected repair or replacement of any capital improvement located in, on or under the Common Areas or Common Facilities, or interest expense on indebtedness incurred for the purpose of making capital expenditures and not projected to be paid out of any reserve fund; provided that any Special Assessment shall have the assent of two thirds (2/3) of Members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any meeting called for the purpose of levying a Special Assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. A quorum must be present at any such meeting of the Members.

Section 5. Transfer Fees.

(a) The Association may levy a reasonable transfer fee against new Owners and their Lots to reimburse the Association for the administrative cost of transferring the memberships to the new Owners on the records of the Association.

(b) The Association may levy an asset preservation fee; not exceed the amount of the Annual Assessment, to fund reserves for the preservation, maintenance, repair, replacement and improvement of Common Areas and Common Facilities, such fee shall be due and payable at the time of each Lot transfer. This fee shall not be assessed in the following circumstances: (i) when an existing Owner purchases a Lot to change their residence within the Development and

proceeds to occupy that residence within four (4) months of transfer of title, and maintains such occupancy for a period of at least twelve (12) months, (ii) when a former-Owner purchases a Lot for use as their personal residence within twelve (12) months of selling their previous Lot, and (iii) to transfers made by devise or intestate succession, or for estate planning purposes.

Section 6. Commencement of Assessments. All Lots shall be subject to Annual Assessments commencing on the first day following the conveyance of the Lot to an Owner. The first Annual Assessment shall be made for the balance of the calendar year and shall become due and payable as a lien on the date aforesaid. The Board may from time to time determine the manner and schedule of payments.

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

Section 7. Assessment of Declarant. Notwithstanding any provision of this Declaration or the Associated Documents, the Declarant, while an Owner, shall not be required to pay Assessments, and any calculation of Assessments shall not include the Lots owned by Declarant in the total number of Owners to which the Assessment in question will be applied.

Section 8. Assessment Certificates. The Association shall upon request furnish to the Owner liable for the Assessment, within a reasonable period of time following such request, a certificate in writing signed by an officer or other authorized agent of the Association, setting forth the status of the Assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any Assessment therein stated to have been paid. A reasonable administrative charge may be levied in advance by the Association for each certificate so delivered.

Section 9. Allocation of Assessments Received. The Association shall credit any amount it receives from an Owner pursuant to this Article IV 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;
- (c) To the oldest principal amounts the Owner owes to the Association for the Common Expenses chargeable against the Dwelling Unit or Lot.

Section 10. Nonpayment of Assessments.

- (a) **Interest; Late Charge.** If any Assessment remains unpaid for fifteen (15) days after all or any part thereof shall become due and payable, the Board may charge interest at the lesser of the rate of one and one-half percent (1.5%) per month or the highest rate permitted by law, and the Board may collect an administrative collection charge in an amount to be established from time to time by the Board.
- (b) **Liability for Unpaid Assessments.** Each Assessment or installment of an Assessment, together with interest thereon and any costs of collection, including attorneys' fees and court costs shall become the personal obligation of each Owner beginning on the date the Assessment or installment thereof becomes due and payable. The Board may authorize the Association to institute an action at law on behalf of the Association against the Owner personally obligated to pay any delinquent Assessment. An Owner's personal obligation for a Lot's delinquent Assessments shall also be the personal obligation of his heirs, successors or assigns in title who acquire an interest after any Assessment becomes due and payable and the Owner and his heirs, successor or assigns in title shall be jointly and severally liable therefor. Except as otherwise provided herein, the transfer of an interest in a Lot shall neither impair the Association's lien

against that Lot for any delinquent Assessment nor prohibit the Association from foreclosing that lien.

(c) Use of Common Areas and Common Facilities; Vote on Association Matters. If any Assessment remains unpaid for thirty (30) days after it becomes due, then: (i) the delinquent Owner's privileges to use the Common Areas and Common Facilities, except for necessary ingress and egress to his/her Lot, shall be suspended until such Assessment is paid; and (ii) the voting rights of an Owner delinquent in the payment of Assessments shall be suspended (including voting rights set forth in this Declaration and/or in the Code of Regulations).

Section 11. Notice of Assessments and Hearing.

(a) Notice. Prior to imposing a charge for a Damages Assessment or an Enforcement Assessment pursuant to this Article IV, the Board shall give the Owner a written notice that includes all of the following:

- (i) A description of the property damage or Rules violation;
- (ii) The amount of the proposed charge or Assessment;
- (iii) A statement that the Owner has a right to a hearing before the Board to contest the proposed charge or Assessment;
- (iv) A statement setting forth the procedures to request a hearing;
- (v) A reasonable date by which the Owner must cure a continuing violation to avoid the proposed charge or Assessment, if such an opportunity to cure is applicable.

(b) Hearing. To request a hearing, the Owner shall deliver a written notice to the Board not later than the tenth (10) day after receiving the notice this Article IV requires. If the Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board immediately may impose a charge for the Damage Assessment or Enforcement Assessment pursuant to this Article IV. If an Owner requests a hearing, at least seven (7) days prior to the hearing the Board shall provide the Owner with a written notice that includes the date, time, and location of the hearing. The Board shall not levy a Damage Assessment or Enforcement Assessment before holding any hearing requested pursuant to this Article IV, Section 10. Within thirty (30) days following a hearing at which the Board imposes a Damage Assessment or Enforcement Assessment, the Association shall deliver a written notice of the Assessment to the Owner. Any written notice that this Section 10 requires shall be delivered to the Owner or any Occupant by personal delivery, by certified mail, return receipt requested, or by regular mail.

ARTICLE V

Section 1. Insurance.

(a) The Association shall obtain and maintain adequate blanket property insurance, liability insurance and flood insurance covering all portion(s) of the Common Areas and Common Facilities in an amount as is commonly required by prudent institutional mortgage investors. The Association shall also obtain and maintain adequate officers' and directors' liability insurance. The cost of any such insurance shall be included as a Common Expense for Association budgeting purposes.

(b) The Association may, in the Board's discretion, obtain and maintain the following additional insurance: (i) fidelity bond coverage and workers' compensation insurance for all officers, directors, board members and employees of the Association and all other persons handling or responsible for handling funds of the Association; (ii) adequate comprehensive general liability insurance; (iii) additional insurance against such other hazards and casualties as is required by law; and (iv) any other insurance the Association deems necessary.

(c) In the event of major damage or destruction of any portion of the Common Areas and Common Facilities, the Association shall promptly repair or replace the same, to the extent that insurance proceeds are available, unless at a special meeting of the Members of the Association duly noticed and convened within sixty (60) days after the occurrence of such damage or destruction the members determine by a vote of not less than three quarters (3/4) of all the votes represented

at such meeting not to repair or reconstruct such major damage or destruction. Each Owner hereby appoints the Association as its attorney-in-fact for such purpose. If such proceeds are insufficient to cover the cost of the repair or replacement, then the Association shall convene a special meeting of the Members to explain the deficiency and proposed course of action, and if approved by a simple majority of Members at such meeting, the Association may levy a Special Assessment pursuant to Article IV, Section 4 to cover the additional costs. The Board will determine whether to repair any minor damage or destruction to the Common Area or Facilities. For purposes of this Section, major damage shall be that for which the cost to repair or replace is reasonably expected to exceed Ten Thousand and 00/100 Dollars (\$10,000.00).

Section 2. **Lot Owner Insurance Requirements.** Lot Owners are required to have liability coverage in an amount not less than \$300,000 per occurrence. The Association shall be added as an additional interest on all such policies. Each Lot Owner must provide of the required policy to the Association on or before taking occupancy of their residence and then again on or before January 1st of each year.

ARTICLE VI

This Article has intentionally been deleted.

ARTICLE VII

Covenants, Conditions and Restrictions of Use and Occupancy

Section 1. **Purposes.** In order to promote the health, safety and welfare of all Owners, Members and Occupants, and to preserve, beautify and maintain the Property and all Improvements thereon as a subdivision of high quality and to preserve and promote a good environmental quality, the following covenants, restrictions and limitations as to use and occupancy are hereby adopted, declared and established. These covenants and restrictions shall hereinafter burden and benefit all Lots, shall run with the land, be binding on current and successor Owners, for the benefit of all Owners and all Lots.

Section 2. **Land Use.** Except as otherwise provided in this Declaration, no part of the Property other than Common Areas, Common Facilities, and those areas designated on the Plat(s) as for commercial or retail use, shall be used for other than residential housing and any Dwelling Unit constructed on a Lot shall be used only as a residence for a single family. Only one (1) Dwelling Unit, shall be permitted to be constructed and to remain on each Lot.

Section 3. **Leases and Rentals.** Properties shall not be leased or rented regardless of the length of term under such lease or rental.

Section 4. **Other Improvements.** No Improvements of a temporary character, trailer, or other temporary outbuilding shall be used or erected on any Lot after the Dwelling Unit on each Lot has been completed, except for children's and marquee tents, which may be erected for no more than three (3) consecutive days. Storage sheds, decking, trellises, planter boxes, awnings, and similar ancillary improvements shall only be constructed with the prior written approval of the Architectural Review Committee. A 1 car garage is permitted to be on a lot with a dwelling unit. If a 2 car garage is desired in must be on a separate lot adjacent to the associated dwelling unit must have prior written approval of the Architectural Review Committee.

Section 5. **Driveways.** All driveways shall be surfaced with concrete. All driveways must be located in the area as set forth on any Plat, if applicable.

Section 6. **Exterior Carpeting.** No exterior carpeting shall be allowed on any area of a Lot visible from the street.

Section 7. **Exterior Lighting.** No spotlights, floodlights, or similar high-intensity lighting may be used on any Lot if such lighting is cast or reflected onto any other Lot or Common area, without the prior authorization of the Board. Low-intensity lighting which does not cast or reflect light onto other Lots or any Common Area shall be permitted.

Section 8. **Parking Restrictions and Private Street Usage.** A maximum of two (2) vehicles; including automobiles, trucks, motorcycles, ATVs, golf carts, and side by sides, may be parked at any Lot. All vehicles must be in operable condition and free of any oil, fuel, or other leaks. No vehicles shall be parked on any street or in the grass. Parking in Common Areas and Facilities shall be reserved for those persons making use of the Common Areas or Facilities, their guests, and invitees. The Association

has the right to create and enforce additional restrictions relative to parking and street usage, including, without limitation, reasonable time and usage restrictions; provided, however, the Association shall not restrict ingress and egress access to any Lot. There will be an overflow lot for the parking of any trailers, boats or additional vehicles.

Section 9. **Nuisances.** No offensive odors or unsightly nuisances are permitted on any Lot which may be construed to be detrimental to the neighborhood. No vehicular maintenance or repair of any type shall be performed on any street or driveway, except that any Owner may perform minor maintenance or repair of his/her vehicle provided such maintenance or repair of said vehicle does not exceed a period of eight (8) consecutive hours. No Owner shall permit anything to be done or kept in a Dwelling Unit or other approved structure on any Lot that would be in violation of any law. No waste shall be committed in or to any of the Common Areas. No Lot shall be used to explore for or remove any water, oil or other hydrocarbons, minerals, earth, gravel, or any other material. Wood burning is strictly prohibited.

Section 10. **Garbage and Refuse Disposal; Trash Cans.** Except for the immediate purpose of trash and garbage collection and removal, trash, garbage, or other waste shall not be kept upon a Lot except in sanitary containers screened from visibility from the streets and drives of the Property. Yard waste may be composted in approved containers. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste.

Section 11. **Mailboxes.** Mailboxes will be in a grouping in the Subdivision. The maintenance of the mailboxes will be the responsibility of the Association which cost will be part of the Annual Assessment.

Section 12. **Antennas.** No radio or television antennas/satellite dishes shall be installed.

Section 13. **Signs and Flags.** No permanent or temporary sign shall be permitted on any Lot or building on the Property. An Owner of a Dwelling Unit is permitted to place and maintain a single "For Sale" sign on their Lot as needed. Declarant is exempt from this clause during the initial construction and development of the Subdivision. The only flag that is permitted to be displayed or flown is a properly displayed or flown flag of the United States of America. No political signs or flags of any kind permitted. Any violation of this Section shall result in an assessment of \$5,000. Senior watch signs are permitted as an exception to this section.

Section 14. **Animals.** No animals of any kind shall be raised, bred, or kept on any Lot including the Common Areas, except that two (2) household or yard pets, not to exceed 45 lbs each, may be kept on a Lot, subject to the Rules, provided that it is not kept, bred or maintained for any commercial purpose, and provided that it is kept subject to the Rules, if any, of the Association, including, but not limited to, rules regarding weight limitations for certain types of pets. Any such pet or pets causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon seven (7) days written notice from the Board. No such pets may be allowed to run unattended. Dogs, cats, or other household pets must be kept on a leash, unless within the confines of a fence on the Owner's Lot. An Owner shall be responsible for cleaning up after his/her household pet. Notwithstanding the foregoing, the Association shall have the right to promulgate Rules pertaining to size, number and type of such household pets and the right to levy fines and enforcement charges against persons who do not clean up after their pet. Only service animals shall be permitted in any Common Facility, other than the designated dog park.

Section 15. **Prohibited Activities.** Except as otherwise provided in the Rules, if any, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property. It shall not be a violation of this section for an Owner or occupant to work from home or otherwise engage in business activities provided that such activities: (i) are not apparent in any way from the exterior of the Lot, (ii) conform to any applicable zoning or usage requirements, (iii) do not generate or cause any additional vehicular or pedestrian traffic within the subdivision, and (iv) do not involve the door-to-door solicitation of other residents of the Subdivision.

Section 16. **Laundry or Rubbish.** No clothes, sheets, blankets, laundry or any kind or other articles shall be hung out or exposed on any part of the Common Areas. The Common Areas shall be kept free and clear of rubbish, debris and other unsightly materials. No clotheslines shall be located on any Lot.

Section 17. **Private Swimming Pools and Hot Tubs.** No above-ground swimming pools shall be constructed, erected, placed or permitted to remain upon any Lot. Hot tubs are permitted and may only be installed in the portion of the yard not visible from the street or drive shared by all Owners.

Section 18. **Fencing.** No fencing shall be constructed on any Lot except underground or "invisible"

electric dog fencing.

Section 19. **Landscaping and Lawn Care.** All landscaping and lawn care shall be provided solely and exclusively by the Owner of each Lot. All landscaping shall be approved by the Architectural Review Committee or Declarant prior to installation, construction, or planting, and shall be initially started within thirty (30) days of a setting of a Dwelling Unit and completed within ninety (90) days of the setting of a Dwelling Unit. All trees must be approved by the Association. No fruit, nut or willow trees will be permitted. Assessment shall be issues for weeds not taken care of.

Section 20. **Garage and Yard Sales.** No garage, yard, moving, or rummage sales shall be permitted on any Lot without the authorization of the Board and compliance with any conditions imposed by the Board.

Section 21. **Holiday Lights.** Holiday-type lights shall be erected no sooner than four (4) weeks prior to and removed not later than four (4) weeks after the subject holiday.

Section 22. **Obligation to Keep Improvements in Good Condition.** Each Lot Owner or Occupant shall keep all Improvements located on his Lot in good condition and repair, including, without limitation, any irrigation system on said Lot. If any repairs performed by the Association are due to the negligent, reckless or intentionally acts of the Owner, or the Occupant, invitee, lessee, licensee, contractor, employee, agent, family member, guest, and/or pet(s) of such Owner, the cost may be assessed to the Lot and the Owner, personally, as an Individual Assessment.

Section 23. **Obstruction of Easement Areas.** No structure, planting, or other material other than driveways or sidewalks shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement of the installation or maintenance of utilities or which may change, obstruct, or retard direction or flow of any drainage channels in the easement area. The easement area of each Lot and all Improvements in the easement area shall be maintained by the Owner of the Lot except for those Improvements for which a public authority or utility company is responsible.

Section 24. **Hazardous Actions or Materials.** Nothing shall be done or kept in or on any Lot or in or on any portion of the Common Areas that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Areas and Common Facilities or that might unreasonably disturb the quiet occupancy of any person residing on any other Lot. This paragraph shall not be construed so as to prohibit the Declarant from construction activities consistent with its residential construction practices.

Section 25. **Compliance With Zoning Requirements.** Certain provisions of this Declaration may have been included herein as a result of governmental requirements established through the zoning and development plan approval processes in the State, County, City, and Township in which the Property is located. Compliance with all such governmental requirements, for so long as such requirements are effective and binding, is required by this Declaration. However, in the event the governmental entity(ies) change or agree to a modification of such underlying obligation(s), or if such obligations lapse or for any reason whatsoever become legal or unenforceable, this Declaration shall be deemed modified, ipso facto and without the need for further action on the part of the Declarant or the Association, such that this Declaration requires compliance with the obligation as affected by such change or modification.

Section 26. **Building Setbacks.** No structures shall be located nearer to any street than the building setback line shown on the Plat. The setback areas designated on the Plat shall be for lawn purposes only. This covenant shall not be construed to prevent the use of the setback areas for walks, drives, trees, shrubbery, flowers, or ornamental plants used for the purpose of beautification; provided such items are otherwise permitted herein, and comply with the provisions hereof.

Section 27. **Grading and Drainage.** Without the prior written consent of the Association, no construction or other Improvements shall be made to any Lot if such Improvement would interfere with or otherwise alter the general grading and drainage plan of the Subdivision or any existing swales, floodways, or other drainage configuration. Dwelling Units and Lots shall conform to existing grade and drainage patterns as set forth on any grading plan(s) for the Property filed with the appropriate governmental authorities. Final grades at Lot lines as established by Declarant shall not be altered more than one (1) foot without the written consent of Declarant and in no case alter the drainage flow of storm water as previously established.

Section 28. **Variances.** To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of this Declaration, the Board and Architectural Review Committee shall

have the authority to grant reasonable variances from the provisions of this Article VII, 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 the standards of the Subdivision. No variance granted pursuant to this Section shall constitute a waiver of any provision of the Rules as applied to any other Owner or Occupant, or any other part of the Property.

Section 29. **Sanitary Sewer Laterals and Grinder Stations.** The Owner of each Lot shall be responsible for installing, maintaining, repairing and replacing all laterals and related infrastructure connecting a Dwelling Unit's sanitary sewer infrastructure to the sanitary sewer main line, and for sanitary sewer grinder stations located on a Lot or within a Dwelling Unit, and for all expense thereof. Each Owner shall be required to install, maintain, repair and replace all such laterals and related infrastructure, and sanitary sewer grinder stations, using a service provider approved by the Association.

Section 30. **Age Restrictions.** The Property is intended and will be operated for occupancy by persons fifty-five (55) years of age or older, subject to the exceptions set forth herein pursuant to the exemption provisions of the Fair Housing Act amendments of 1988, Public Law 100-340, 42. U.S.C. §3601 *et seq.*, as amended by the Housing for Older Persons Act of 1995, as further interpreted by Rules and Regulations of the Department of Housing and Urban Development (the "Exemption"). All Lots shall be occupied by at least one person who is fifty-five (55) years of age or older, or occupied in accordance with the Exemption. The Association will require Owners to provide verification of the ages of all occupants, and Owners must agree to cooperate in such verification process. The Association will keep accurate records to verify the ages of the occupants of the Property in accordance with the Rules, which are consistent with the Older Persons Exemption to the Federal Fair Housing Act. The Association has the right to adopt Rules regarding the use of the Common Area by minor guests of Owners.

Section 31. **Guests and Invitees.** Any and all guests or invitees that stay overnight must be registered with the Association. Said registration must include the name of the guest, the relationship to the Lot Owner they are visiting and the length of stay of each guest. Only children and/or grandchildren are permitted to stay overnight. Any overnight stay shall not exceed seven (7) days.

ARTICLE VIII

Easements and Licenses

Section 1. **Easement of Access and Enjoyment Over Common Areas and Common Facilities.** Declarant and every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Areas and Common Facilities, and a right of access, ingress and egress, for such party's Lot, which rights shall be appurtenant to, and shall pass with the title to such party's Lot, subject to the terms and limitations set forth in this Declaration, and subject to the Rules; provided, however, Declarant's rights granted in this Section 1 shall exist in perpetuity regardless of ownership of any Lot(s) and said rights shall survive the execution of this Declaration or the transfer of any Lots thereafter, notwithstanding any doctrine of merger applicable to the delivery of deeds and the conveyance of any Lot(s). Declarant and any Owner may delegate his/her rights of access and enjoyment to members, family members, guests, invitees and Occupants in accordance with the Rules adopted by the Association. The rights granted herein of access for ingress and egress to any Lot of Declarant or an Owner shall not be restricted. All such easements are limited by such restrictions as may apply to the Common Areas and Common Facilities affected thereby, and no person shall have the right by virtue of such easements to engage in activities on the Common Areas and Common Facilities which are not permitted according to these restrictions, pursuant to the provisions of any applicable Plat or under agreements with any governmental entities or other third parties.

Section 2. **Right of Entry for Repair.** The duly authorized agents, officers, contractors, and employees of the Association shall have a right of entry and access to the Property, including without limitation the Lots, for the purpose of performing the Association's rights or obligations set forth in this Declaration. The Association may enter any Lot to remove or correct any violation of this Declaration or the Rules, or to maintain, repair, and replace the Common Areas and Common Facilities, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Owner, except in cases of emergency. The foregoing right of entry includes the right to enter into any Lot for the purpose of maintenance and repair of the Subdivision's sanitary or storm sewer Improvements; provided that such maintenance and repair is not otherwise the responsibility of a public authority or utility, or of the Lot Owner. Nothing in this Section 2 shall be constructed as giving the Association or any of its agents, officers, contractors, or employees the right to access any Dwelling Unit without the consent of the Owner thereof.

Section 3. **Easement for Utilities and Other Purposes.** Easements for installation and

maintenance of utilities, sanitary sewer, storm sewer and drainage facilities are reserved, created and dedicated as shown on the Plat and as described in this Declaration. Declarant reserves the right to establish certain easements and to identify certain easement areas establishing a mandatory entry point at each Dwelling Unit for the provision of utility services, including, without limitation, gas, electric, sanitary sewer, phone and cable. Within these easements, no structures, plantings or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all Improvements in it shall be maintained continuously by the Owner of the Lot, except for those Improvements for which a public authority or utility company, or the Association, is responsible. The Board or Declarant also may convey additional easements over the Common Areas to any entity for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, swales, land contours, ducts, cables, and other equipment or conditions necessary to furnish electrical, gas, sanitary or storm 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 or Declarant deems appropriate; provided that such equipment or condition(s), or the exercise of such easement rights shall not unreasonably interfere with the Owners' use and enjoyment of the Property. The Board or Declarant may grant such easements over all portions of the Property for the benefit of adjacent properties as the Board or Declarant deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon the Property; and further provided that the Board or Declarant may not convey any easement over a Lot without the prior written consent of the Owner of such Lot (which consent shall not be unreasonably delayed or withheld).

Declarant and the Association, and their respective agents, employees or contractors, shall have the absolute right within: (i) areas designated as drainage courses on any Plat; (ii) all areas encumbered by general utility or specific storm drainage easements; (iii) areas associated with the sanitary sewer system of the Subdivision (except for laterals and related infrastructure connecting a Dwelling Unit's sanitary sewer infrastructure to the sanitary sewer main line, and except for sanitary sewer grinder stations located on a Lot or within a Dwelling Unit); and (iv) areas determined by sound engineering practice to be necessary to the proper drainage of all or part of the Subdivision, to enter upon Lots and perform grading and other construction activities deemed appropriate in the exercise of Declarant's or Association's judgment to install, modify, alter, remove or otherwise work on storm water drainage and/or sanitary sewer facilities and conditions (including both surface grading and subsurface structures). If any such entry and/or work performed by Declarant or Association results in damage to other portions of a Lot, or to any Improvements thereon, Declarant or Association, as the case may be, shall be responsible for the restoration of such portions or Improvements at such party's sole cost. The foregoing provisions of this paragraph shall only apply to the sanitary sewer infrastructure in the Development if a public authority or utility has not accepted the ownership and maintenance of said infrastructure (other than laterals and related infrastructure connecting a Dwelling Unit's sanitary sewer infrastructure to the sanitary sewer main line, and except for sanitary sewer grinder stations located on a Lot or within a Dwelling Unit, all of which are the responsibility of individual Lot Owners).

Any public authority or utility that has accepted the ownership and maintenance of the sanitary sewer infrastructure in the Development (except for laterals and related infrastructure connecting a Dwelling Units sanitary sewer infrastructure to the sanitary sewer main line, and except for sanitary sewer grinder stations located on a Lot or within a Dwelling Unit, all of which are the responsibility of individual Lot Owners), shall have the absolute right within: (i) all areas encumbered by general utility or specific sanitary sewer easements; and (ii) areas associated with the sanitary sewer system of the Subdivision (except for laterals and related infrastructure connecting a Dwelling Unit's sanitary sewer infrastructure to the sanitary sewer main line, and except for sanitary sewer grinder stations located on a Lot or within a Dwelling Unit, all of which are the responsibility of individual Lot Owners), to enter upon Lots and perform grading and other construction activities deemed appropriate in the exercise of such party's judgment to install, modify, alter, remove or otherwise work on sanitary sewer facilities and conditions (including both surface grading and subsurface structures).

The Owner of each Lot covered by these covenants shall have an easement over all Lots adjoining his property to discharge over those Lots all surface waters that naturally rise in or flow or fall upon his property. All Lots are subject to such an easement in favor of the Owners of adjoining Lots and their successors and assigns, which easement shall be a covenant running with the property. Except to the extent that any Owner has altered the grade or drainage pattern of his Lot to the detriment of adjoining Lots or Common Areas and Common Facilities, in violation of these covenants, any Owner of a Lot who, in violation of this covenant, institutes any legal proceeding against any adjoining Owner for discharge of surface waters over his property shall be liable to indemnify and hold harmless the Owner against whom the proceedings have been instituted from any and all attorneys' fees, damages assessed or other legal

expense or cost of any kind incurred in the defense of the proceeding.

Section 4. **Easement for Services.** A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, emergency personnel, mailmen, deliverymen, garbage removal personnel and all similar persons, and to the local governmental authorities and the Association (but not to the general public) to enter upon the Common Areas and Common Facilities to perform their duties.

Section 5. **Dedication Rights.** Declarant and/or the Association hereby specifically reserves the right to “Dedicate to the Use of the Public” any part of or all of the Private Streets, detention areas and easements in part or in full.

ARTICLE IX

Maintenance Standards

Section 1. **Architectural Review Committee.** There shall be an Architectural Review Committee which shall be composed of three (3) or more persons appointed by the Board and may be solely composed of Board members, provided however, that Declarant shall be a member of the Architectural Review Committee until such time as the Declarant desires to terminate its membership.

Section 2. **Adoption and Amendment.** The Declarant, and the Board or Architectural Review Committee after the Declarant no longer owns a Lot, shall have the right to adopt, and may from time to time amend, those standards (the “*Architectural Standards*”) pertaining to the maintenance, repair and appearance of all Lots and all Improvements thereon. If any provision of any applicable building inspection, or similar maintenance statute, ordinance, resolution, regulation or order of the State of Ohio, any other political subdivision or governmental instrumentality of the State of Ohio, or the Board, is more stringent with regard to a Lot than a comparable provision of the Architectural Standards, such more stringent provision shall be deemed incorporated in the Architectural Standards. The Architectural Standards shall provide, among other things, that:

- (a) except as otherwise hereinafter provided, the Association shall be responsible for maintenance, repair and replacement of the Common Areas and Common Facilities and all Improvements thereon;
- (b) each Owner shall maintain, repair and replace at his expense all portions of the Common Areas and Common Facilities which may be damaged or destroyed by reason of his own intentional or negligent act or omission or by the willful or negligent act or omission of any Occupant, invitee, lessee, licensee, contractor, employee, agent, family member, guest, and/or pet(s) of such Owner;
- (c) the obligation of the Association and of the Owners to repair, maintain and replace the portions of the Property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the Property;
- (d) notwithstanding the fact that the Association and/or any Owner may be entitled to the benefit of any guarantee of material and workmanship furnished by any construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of any construction guarantee or insurance coverage shall not excuse any delay by the Association or by any Owner in performing its or his obligation hereunder; and
- (e) except as otherwise provided herein, each Owner shall maintain, repair and replace at his/her expense all portions of each Dwelling Unit and Improvement located on each Lot owned by him/her and all internal and external installations of such Lot such as appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the boundaries of or serving the Lot.
- (f) Excepting foundation walls; not to exceed twenty-four (24) inches above grade, all exterior walls of all Dwelling Units shall be covered in vinyl siding or hardboard selected from a list of preapproved colors and finishes as may be designated by the Declarant, Board, or Architectural Review Committee.

Section 2. **Obligation to Keep Premises in Good Repair.** Each Owner during his/her period of

ownership shall keep each Lot, Dwelling Unit and all Improvements thereon owned by said Occupant in such maintenance, repair and appearance as shall comply with the Maintenance Standards.

Section 3. **Periodic Inspection.** Periodically as needed, subject to the provisions of Article IX, Section 4 below, the Association may inspect each Lot and the exterior of the Dwelling Unit and all Improvements thereon to determine whether each complies with the Maintenance Standards. After each such inspection, the Association shall, if any defects are found, issue an inspection report to the Owner with a copy to the Tenant, if applicable, listing such defects, if any, and the reasonable time within which they may be corrected. Such Owner shall correct such defects or cause them to be corrected within such reasonable period as is stated in the inspection report.

Section 4. **Right of Entry.** The Declarant and the Association, through its authorized officers, employees, and agents, shall have the right to enter upon any Lot and/or Structure at all reasonable times for the purpose of maintaining the yard, removal of snow, maintenance and repair of sanitary sewer infrastructure, and in order to make any other inspections required by this Section without the Declarant or the Association or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of such entry or such action or actions. Any bona fide utility company or public authority (including those associated with sanitary sewer infrastructure in the Development), through its authorized officers, employees, and agents, shall have the right to enter upon the Common Areas and Common Facilities or upon any utility easements located on any Lots, for the purpose of installing, repairing or servicing any of its equipment, or for reading meters, without Board approval; provided, however, that if any such activities by the utility require alteration to or displacement of any waterscaping, landscaping, grass, sidewalks, fences, garages, or other Structures, then the prior approval of the Board shall be required. Nothing in this Section 4 shall be constructed as giving the Association or any of its agents, officers, contractors, or employees the right to access any Dwelling Unit without the consent of the Owner thereof.

Section 5. **Failure to Comply.** Failure to comply with the Architectural Standards or to correct the defects listed in any inspection report issued by the Association or to pay any fee hereunder shall constitute a default, in which event the Declarant or the Board shall have the right to enforce this Section by any proceedings authorized in the Rules.

ARTICLE X

Miscellaneous

Section 1. **Term.** This Declaration shall bind and run with the land for a term of thirty (30) years from and after the date that this Declaration is filed for recording with the appropriate governmental office and thereafter shall automatically renew forever for successive periods of ten (10) years each, unless earlier terminated by a unanimous vote of the Members.

Section 2. **Enforcement; Waiver.** This Declaration may be enforced by any proceeding at law or in equity or both by the Declarant, by any Owner, by the Association, and by Stokes Township (the “**Township**”), and their respective heirs, successors and assigns (each such party shall herein be referred to as an “**Enforcing Party**”), 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 all damages, costs of enforcement and any other costs incurred (including without limitation reasonable attorneys’ fees). Enforcement of these restrictions by any Enforcing Party may proceed at law or in equity or both against any person or persons violating or attempting to violate any restrictions, and such proceedings may be either to restrain violation or to enforce compliance or to recover damages. No failure to object to any violation of any restriction shall be deemed a waiver of the right to do so thereafter, either as to the same violation or as to one occurring prior to or subsequent thereto. If any Enforcing Party prevails in a proceeding at law or in equity or both against any person or persons violating or attempting to violate any restrictions, and such proceedings may be either to restrain violation or to enforce compliance or to recover damages, then said person or persons shall be also able to recover legal fees and expenses involved in such action or proceeding. In the event that the Association fails to adequately maintain the Common Areas and Common Facilities, the Township may, after giving written notice to the Association, undertake to maintain the Common Areas and Common Facilities and shall have the right to levy and collect assessments from the Owners for each Owner’s pro rata share of the expenses incurred by the Township in performing all such maintenance. In addition, the duly authorized agents, officers, contractors, and employees of the Association and/or the Township shall have a right of entry and access to the Property, including without limitation the Lots, for the purpose of performing the Association’s rights or obligations set forth in this Declaration, to remove or correct any violation of this Declaration or the Rules, or to maintain, repair, and replace the Common Areas and Common Facilities designated on the Plat as Private Streets, landscape buffers, conservation

easements, reserve areas, detention or retention ponds and the like, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Owner, except in cases of emergency. BY ACCEPTING A DEED TO A LOT, EACH OWNER IS DEEMED TO WAIVE THE DEFENSES OF LACHES, ESTOPPEL AND STATUTE OF LIMITATION IN CONNECTION WITH THE ENFORCEMENT OF THIS DECLARATION OR THE RULES.

Section 3. Amendments.

(a) Until such time as Declarant no longer continues to own any Lots at the Property, Declarant may, in its sole and absolute discretion, unilaterally amend this Declaration at any time and from time to time, without the consent of any other Owners. Any such amendment may modify the provisions hereof and/or impose covenants, conditions, restrictions and easements upon the Property in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of the Property. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. Declarant shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject additional property to this Declaration at any time and from time to time by executing and recording in the appropriate governmental office an amendment to this Declaration specifying that such additional property is part of the Property. An amendment to this Declaration by the Declarant shall not require the joinder or consent of the Association, other Owners, mortgagees or any other person. In addition, such amendments to the Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions and memberships as may be necessary or appropriate, as determined by Declarant, to reflect and address the different character or intended development of any such additional property.

(b) At such time that Declarant no longer owns any Lot at the Property, the Members at the annual meeting of the Association or at a meeting of the Association held for such purpose, may adopt amendments to this Declaration by the affirmative vote of a two third (2/3) majority of the Members present if a quorum is present (as determined by the Code of Regulations). The text of any proposed amendments to this Declaration plus the place, day, hour and manner of voting on same must be sent to the Members in the same manner as required by the notice provisions contained in the Code of Regulations. Any amendments of this Declaration will be recorded with the Logan County Recorder. Notwithstanding the foregoing, no amendment may remove, revoke, or modify any right or privilege of Declarant without Declarant's written consent.

Section 4. Declarant's Right to Complete Development. Declarant shall have the right to: (a) complete the development, construction, promotion, marketing, sale, resale and leasing of the Property; (b) construct or alter Improvements on any portion of the Property owned by Declarant; (c) maintain model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any portion of the Property owned by Declarant or the Association; or (d) post signs incidental to the development, construction, promotion, marketing, sale and leasing of the Property. Further, Declarant or its assignee shall have the right of ingress and egress through the streets (private or public), paths and walkways located in the Property for any purpose whatsoever, including, but not limited to, purposes related to the construction, maintenance and operation of Improvements. Nothing contained in this Declaration shall limit the rights of Declarant or require Declarant or its assignee to obtain approval to: (i) excavate, cut, fill or grade any portion of the Property owned by Declarant or to construct, alter, remodel, demolish or replace any Improvements on any Common Areas or any portion of the Property owned by Declarant as a construction office, model home or real estate sales or leasing office in connection with the sale of any portion of the Property; or (ii) require Declarant to seek or obtain the approval of the Association for any such activity or Improvement on any Common Areas or any portion of the Property owned by Declarant. Nothing in this Section shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration.

Section 5. Declarant's Rights to Replat Declarant's Property. Declarant reserves the right, at any time and from time to time, to amend, alter or replat any Plat or development plan and to amend any zoning ordinance which affects all or any portion of the Property; provided, however, that only real property owned by Declarant and Owners consenting to such amendment, alteration or replatting shall be the subject of any such amendment, alteration or replatting. Each Owner and Member and the Association whose Lot is not altered by such amendment, alteration, or replatting, for themselves and their successors and assigns, hereby consents to and approves any such amendment, alteration or replatting and shall be deemed to have joined in the same.

Section 6. Mortgagee Rights. A holder or insurer of a first mortgage upon any Lot, upon written request to the Association (which request shall state the name and address of such holder or insurer and a description of the Lot) shall be entitled to timely written notice of:

- (a) any proposed amendment of this Declaration;
- (b) any proposed termination of the Association; and
- (c) any default under this Declaration which gives rise to a cause of action by the Association against the Owner of the Lot subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days.

Each holder and insurer of a first mortgage on any Lot shall be entitled, upon request and at such mortgagee's expense, to inspect the books and records of the Association during normal business hours to the same extent that a Member would be entitled to do so under applicable provisions of the Ohio Revised Code.

Section 7. Indemnification. The Association shall indemnify every person who is or has been a trustee, director, officer, agent, or employee of the Association and those persons' respective heirs, legal representatives, successors, and assigns, against expenses, including attorneys' fees, and judgments, decrees, fines, penalties, and amounts paid in settlement actually and reasonably incurred in connection with any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether in an action or proceeding by or in the right of the Association, or otherwise, in which such person was or is a party or is threatened to be made a party by reason of the fact that person was a trustee, director, officer, employee, or agent of the Association, or is or was serving in such capacity at the request of the Association, provided that person (a) acted in good faith and in a manner that person believed to be in or not opposed to the best interests of the Association, and (b) with regard to any matter the subject of a criminal action or proceeding, had no reasonable cause to believe the questioned conduct was unlawful, but provided that in the case of any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor against any such person by reason of that person serving in such capacity, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of a duty to the Association, unless and only to the extent that the court in which such action was brought shall determine upon application that in view of all the circumstances of the case that person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

Nothing contained in this Article X, Section 7, or elsewhere in Association Documents, shall operate to indemnify any trustee, director, officer agent or employee of the Association if such indemnification is for any reason contrary to any applicable state or federal law.

Section 8. Severability. If any article, section, paragraph, sentence, clause or word in this Declaration is held by a court of competent jurisdiction to be in conflict with any law of the State, then the requirements of such law shall prevail and the conflicting provision or language shall be deemed void in such circumstance; provided that the remaining provisions or language of this Declaration shall continue in full force and effect.

Section 9. Captions. The caption of each Article, section and paragraph 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 10. Notices. Notices to an Owner shall be given in writing, by personal delivery, at the Lot, if a residence has been constructed on such Lot, or by depositing such notice in the United States Mail first class, postage prepaid, to the address of the Owner of the Lot as shown by the records of the Association, or as otherwise designated in writing by the Owner.

(Remainder of this page intentionally left blank, signature page follows)

This Declaration was executed by the Declarant effective as of the date first set forth above.

PARK MODEL PARADISE AT THE LAKE, LLC

By: _____

Print:_____

Its:_____

STATE OF OHIO, COUNTY OF LOGAN, SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, the _____ of Park Model Paradise at the Lake, LLC, an Ohio limited liability company, for and on behalf of said company.

Notary Public

Exhibit A
to
Declaration of Covenants,
Conditions, Restrictions, Easements, Assessments and Assessment Liens

Legal Description

Exhibit B
to
Declaration of Covenants,
Conditions, Restrictions, Easements, Assessments and Assessment Liens
CODE OF REGULATIONS
OF
PARK MODEL PARADISE AT THE LAKE HOME OWNERS ASSOCIATION, INC.

This Code of Regulations was adopted as of the _____ day of _____, 2026 by the Park Model Paradise at the Lake Home Owners Association Inc., an Ohio nonprofit corporation (the “**Association**”) and supersedes and replaces any and all previously adopted By-Laws and/or Codes of Regulations and is adopted for the governance of the Association.

ARTICLE I
Definitions

All of the terms used herein shall have the same meanings as set forth in the Declaration of Covenants, Conditions, Restrictions, Easements, Assessments, and Assessment Liens for Park Model Paradise at the Lake (the “**Declaration**”), recorded in the office of the Logan County, Ohio Recorder, with respect to the real property described therein (the “**Property**”), and as the Declaration may be lawfully amended from time to time.

ARTICLE II
Name and Location

The name of the Association is “***Park Model Paradise at the Lake Home Owners Association Inc.***” The principal office of the Association shall be as provided by the Articles of Incorporation and the Declaration.

ARTICLE III
Members

Section 1. Membership. Membership in the Association is divided into two (2) separate categories as follows:

- (a) Declarant (also referred to herein as the “***Developer***”) being Park Model Paradise at the Lake LLC, an Ohio limited liability company, its successors or assigns;
- (b) Owners being the holders of record title in fee simple to any Lot on the Property, whether or not such title holder actually resides on the Lot.

Section 2. Voting Rights. Owners shall be entitled to one (1) vote for each Lot owned. If ownership of a Lot is held by more than one person or entity, then the Owners shall determine, among themselves, who shall be entitled to exercise the single vote for each Lot. If the Owners cannot jointly agree as to which of them shall be entitled to exercise the vote attributable to that Lot, then the right to vote shall be forfeited; or assigned to one of such Owners as designated by the Board in its sole and absolute discretion, until such time as the Owners designate which of them shall exercise such vote.

Section 3. Number of Votes. At the time this Association comes into existence, the Declarant category of membership shall be entitled to cast a total of 701 votes, that being the combined total number of Lots that may be constructed upon the land originally platted as “***Park Model Paradise at the Lake.***” This total number of votes shall not be reduced by any transfers of Lots from the Declarant to Owners, and those Owners shall simply have the right to cast one (1) vote for each Lot they may own, with the Declarant continuing to hold the aforesaid total number of 701 votes.

If additional Lots are created as a result of Lot splits created by the Declarant, or if property adjacent to the Property is platted and made a part of Park Model Paradise at the Lake Subdivision, so as to increase the total number of Lots within the Property, the total number of votes that may be exercised by Declarant shall increase by the number of new Lots added to the Property. This new total number of votes shall not be reduced by any transfers of Lots from the Declarant to Owners, and those Owners shall simply have the right to cast one vote for each Lot they may own.

Through this arrangement of voting rights, participating Owners will have an opportunity to act as Members and to exercise voting rights, but control of the Association will remain with the Declarant since

the Declarant's voting powers are not reduced merely by virtue of transfer of ownership of a Lot to an Owner.

At such time as there is no additional property that may be added to Park Model Paradise at the Lake Subdivision, and all of the combined number of available home sites have been sold to Owners, then the Declarant category of membership shall cease to exist. Thereafter, the Association shall operate with only one class of membership, that being Owners of Lots.

Section 4. **Annual Meetings.** A regular annual meeting of the Members shall be held on the first Monday of April of each calendar year hereafter, or on such other date as may be designated by the Board of Directors at an hour and at a location established from time to time by the Directors.

Section 5. **Special Meetings.** Special meetings of the Members may be called at any time by the Chairman, the President, the Board of Directors, or upon written request of Members entitled to exercise one-fourth (1/4) or more of the voting power of Members, and shall be held on such date, hour and location within Logan County, Ohio as specified by the person calling the meeting.

Section 6. **Notice of Meetings.** Written notice of each meeting of Members shall be given by, or at the direction of, the person or persons authorized to call the meeting, by mailing, or sending via email at the address on file with the Association, a copy of such notice, postage prepaid, at least ten (10) but not more than sixty (60) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least ten (10) but not more than sixty (60) days before the meeting. The notice shall specify the place, day, hour and manner of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 7. **Quorum.** The Members present, in person or by proxy, at any duly called and noticed meeting of Members, shall constitute a quorum for such meeting.

Section 8. **Proxy.** At any meeting, a Member may vote in person or by proxy. All proxies shall be in writing and in the event more than one person or entity owns any single Lot, then each person and an authorized representative of each entity or any combination thereof, representing the total Ownership of any single Lot shall join in signing the proxy. All proxies shall be filed with the Secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by a Member of his, her or its Lot.

Section 9. **Voting Power.** Except as otherwise provided herein, in the Articles or in the Declaration, or by law, a majority of the voting power of Members voting on any matter that may be determined by the Members at a duly called and noticed meeting shall be sufficient to determine that matter.

Section 10. **Rescission.** The authorization or taking of any action by vote, consent, waiver or release by the Members of the Association may be rescinded or revoked by the same vote, consent, waiver or release as at the time of rescission or revocation would be required to authorize or take such action in the first instance, subject, however to the rights of third parties in contract.

Section 11. **Membership Book.** The Association shall maintain a membership book, which shall contain the name and address of each Member of the Association and the date of his or her admission to membership. Only individuals whose names are reflected in the membership book as Members shall be entitled to vote on any matter properly submitted to the Members for their vote, consent, waiver or release or other action.

Section 12. **Order of Business.** At all Members' meetings, after the ascertainment of Members present in person, the business of the Association shall be considered in such order as the President deems advisable and expedient. Roberts Rules of Order shall govern the order of business and procedure of business unless this Code of Regulations or a resolution of the Directors provide otherwise.

Section 13. **Action in Writing Without Meeting.** Any action that could be taken by Members at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Members having not less than a majority of the voting power of Members.

ARTICLE IV **Board of Directors**

Section 1. **Initial Directors.** The directors shall initially be those named in the Articles, or substitutes or additional directors selected by Developer. As there is currently only one (1) Member, the Board shall initially consist of two (2) directors, which shall be appointed by Developer.

At such point in time when there are at least three (3) Members and one of the Members is Developer, the Board shall consist of three (3) directors. One of such directors shall be elected by the Members at any meeting of the Members called to elect directors or at the election of directors at the annual meeting. The remaining two (2) directors shall be appointed by the Developer.

At such point in time when Developer is no longer a Member, the Board shall consist of three (3) directors, or such number of directors, not less than three (3), as shall have been fixed by the Members at any meeting of the Members called to elect directors or at the election of directors at the annual meeting.

Section 2. **Successor Directors.** Except for directors which are to be appointed by Developer, the Board shall be elected at the annual meeting of Members, or if not then elected, or if such meeting be not held at the time fixed therefor, then at a special meeting of the Members held for the purpose of electing directors. Persons nominated by the duly appointed nominating committee as candidates shall be eligible for election, and nominations may be submitted by the Members from the floor at the time of election. At all elections of directors, except for directors which are to be appointed by Developer, the candidates receiving the greatest number of votes shall be elected.

Section 3. **Removal.** Excepting only directors named in the Articles, any director may be removed from the Board, with or without cause, by Members exercising a majority of the voting power of Members. In the event of death, resignation or removal of a director other than an initial director or a replacement selected by Declarant, that director's successor shall be selected by the remaining directors and shall serve until the next annual meeting of Members, when a director shall be elected to complete the term of such deceased, resigned or removed director. Declarant shall have the sole right to remove, with or without cause, any director designated in the Articles or selected by it, and select the successor of any director selected by it who dies, resigns, is removed or leaves office for any other reason before the first election of directors.

Section 4. **Cumulative Voting.** No cumulative voting shall be permitted in the election of directors.

Section 5. **Compensation.** Unless otherwise determined by the Members at a meeting duly called and noticed for such purpose, no director shall receive compensation for any service rendered to the Association as a director. However, any director may be reimbursed for his or her actual expenses incurred in the performance of duties.

Section 6. **Regular Meetings.** Regular meetings of the directors shall be held no less than semi-annually, without notice, on such date and at such place and hour as may be fixed from time to time by resolution of the directors.

Section 7. **Special Meetings.** Special meetings of the directors shall be held when called by the president, or by any director, after not less than three days' notice to each director.

Section 8. **Quorum.** The presence at any duly called and noticed meeting, in person or by proxy, of directors entitled to exercise a majority of the voting power of directors, shall constitute a quorum for such meeting.

Section 9. **Voting Power.** Except as otherwise provided in the Declaration or Articles, or by law, the vote of a majority of the directors voting on any matter that may be determined by the directors at a duly called and noticed meeting shall be sufficient to determine that matter.

Section 10. **Action In Writing Without Meeting.** Any action that could be taken by directors at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, signed by all of the directors.

Section 11. **Powers.** The directors shall exercise all powers and authority under law, and under the provisions hereof and of the Articles and Declaration, which are not specifically and exclusively reserved to the Members by law or by other provisions thereof, and without limiting the generality of the foregoing, the directors shall have the right, power and authority to:

- (a) for the government of its actions, adopt bylaws consistent with this Code of Regulations,

the Association's Articles;

- (b) create such standing committees or ad hoc committees as the Board shall deem appropriate, with such membership, powers and duties as may be deemed necessary or advisable in conducting the business, activities and affairs of the Association, and shall elect the members thereof;
- (c) take all actions deemed necessary or desirable to comply with all requirements of law, this Code, the Declaration, the Articles and any bylaws;
- (d) obtain insurance coverage, and cause officers and employees having fiscal responsibilities to be bonded as the directors deem appropriate;
- (e) enforce the covenants, conditions and restrictions set forth in the Declaration;
- (f) own and maintain the Common Property and improvements thereon, including, but not limited to, any and all private streets, berms, and easements, if any, within the Park Model Paradise at the Lake Subdivision;
- (g) establish, enforce, levy and collect assessments as provided in the Declaration;
- (h) adopt and publish rules and regulations governing the use of the Common Areas and the exterior portions of all improvements and the personal conduct of Members and their guests thereon, and establish charges for the infraction thereof;
- (i) suspend the voting rights of a Member during any period in which such Member shall be default in the payment of any assessment levied by the Association (such rights may also be suspended after notice and hearing, for infractions of published rules and regulations or of any provision of the Declaration);
- (j) declare the office of a member of the Board to be vacant in the event such director shall be absent from three consecutive regular meetings of the Board;
- (k) authorize the officers to enter into management and security agreements with third parties in order to facilitate the efficient operation of the Association's affairs and the safety of the occupants of Park Model Paradise at the Lake Subdivision; provided, however, that any such contract shall not exceed a term of three (3) consecutive years;
- (l) borrow funds to finance authorized activities, and grant security and pledge and/or assign revenues received or to be received as security for repayment thereof;
- (m) cause excess funds to be invested in government agency insured accounts as the Board deems desirable and prudent, and such other investments as the Members approve; and
- (n) do all things and take all actions permitted to be taken by the Association by law, hereby or by the Articles or Declaration, not specifically reserved thereby to others.

Section 12. **Duties.** It shall be the duty of the directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of Members, or at any special meeting when such statement is requested in writing by Members representing one-half (1/2) or more of the voting power of Members;
- (b) supervise all officers, agents and employees of the Association and see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
 - (i) fix the amount of assessments against each Lot as provided therein;
 - (ii) give written notice of each assessment to every Member subject thereto within the time limits set forth therein; and

- (iii) foreclose the lien against any Lot for which assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Members personally obligated to pay the same, or both;
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;
- (e) maintain liability insurance in such amount as is deemed sufficient by the directors;
- (f) cause the property subject of the Association's scope of authority to be maintained within the scope of authority provided in the Declaration;
- (g) cause the restrictions created by the Declaration to be enforced; and
- (h) take all other actions required to comply with all requirements of law, the Articles, and the Declaration.

Section 13. Conflict of Interest. No contract, action, or transaction shall be voided or voidable with respect to the Association because the contract, action, or transaction is between or affects the Association and one or more of its directors or officers, or is between or affects the Association and any other person in which one or more of its directors or officers are directors, trustees, or officers, or in which one or more of the Association's directors or officers have a financial or personal interest, or because one or more interested directors or officers participate in or vote at the meeting of the Board or a committee thereof that authorizes the contract, action, or transaction, if any of the following applies: (a) the material facts as to his, her or their relationship or interest and as to the contract, action, or transaction are disclosed or are known to the directors or the committee, and the directors or committee, in good faith reasonably justified by the material facts, authorizes the contract, action, or transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors constitute less than a quorum of the directors or committee; or (b) the material facts as to his, her or their relationship or interest and as to the contract, action, or transaction are disclosed or are known to the Members entitled to vote thereon and the contract, action, or transaction is specifically approved at a meeting of Members held for such purpose of voting on the contract, action, or transaction by the affirmative vote of a majority of the Members of the Association not interested in the contract, action, or transaction; or (c) the contract, action, or transaction is fair as to the Association as of the time it is authorized or approved by the directors or a committee thereof.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the directors or of a committee thereof which authorizes the contract, action, or transaction. A director is not an interested director solely because the subject of a contract, action, or transaction may involve or effect a change in control of the Association or his or her continuation in office as a director of the Association.

ARTICLE V

Officers

Section 1. Enumeration of Offices. The officers of this Association shall be a president, a vice president, a secretary, a treasurer and any such other officers as the directors may from time to time determine. No officer need be a Member of the Association nor need any officer be a director. The same person may hold more than one office.

Section 2. Selection and Term. The officers of the Association shall be selected by the directors, from time to time, to serve until the directors elect their successors.

Section 3. Special Appointments. The directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the directors may, from time to time, determine.

Section 4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the directors. Any officer may resign at any time by giving written notice to the directors, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Duties. The duties of the officers shall be such duties as the directors may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

(a) President. The president shall preside at all meetings of the directors, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all leases, mortgages, deeds and other written agreements.

(b) Vice President. The vice president shall act on behalf of the president in the president's absence. The vice president shall also assume the duties respectively of the secretary and the treasurer in the absence of either or both at any meetings of the directors and of the Members.

(c) Secretary. The secretary shall record the votes and keep the minutes and proceedings of meetings of the directors and of the Members, serve notice of meetings to the directors and to the Members, and keep appropriate current records showing the names of Members of the Association, together with their addresses, and shall act in the place and stead of the president in the event of the president's absence or refusal to act.

(d) Treasurer. The treasurer shall receive and deposit and/or invest monies of the Association as directed by the directors, disburse such funds as directed by resolution of the directors, sign all checks and promissory notes of the Association, keep proper books of account, and prepare an annual budget and a statement of income and expenditures to be presented to the Members at the annual meeting, and deliver or mail a copy to each of the Members.

ARTICLE VI

Indemnification of Directors, Officers and Others

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

Nothing contained in this Article VI, or elsewhere in the Code of Regulations, shall operate to indemnify any director or officer if such indemnification is for any reason contrary to any applicable state or federal law.

ARTICLE VII

Books and Records

The books, records and financial statement of the Association, including annual audited financial statements when such are prepared, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Members and the holders and insurers of first mortgages on Lots. Likewise, during normal business hours or under other reasonable circumstances, the Association shall have available for inspection by Members, lenders and their insurers, and prospective purchasers, current copies of the Association's organization documents and its rules and regulations.

ARTICLE VIII

Financial Statements

Upon written request to the Association by an institutional first mortgagee of a Lot, or its insurer, or by vote of the holders of a majority of the voting power of Members, the directors shall cause the preparation and furnishing to those requesting of a financial statement of the Association for the preceding fiscal year,

provided that no such statement need be furnished earlier than one hundred twenty (120) days following the end of such fiscal year.

ARTICLE IX
Fiscal Year

Unless otherwise changed by the directors, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of this Association.

ARTICLE X
Amendments

The Members at the annual meeting or at a meeting held for such purpose, may adopt amendments to this Code of Regulations by the affirmative vote of a majority of the Members present if a quorum is present; provided that, if Developer is a Member of the Association, such amendment may not be adopted unless Developer votes in favor thereof. In addition to or in lieu of adopting amendments to this Code of Regulations, and subject to an affirmative vote by Developer, the Members may adopt an amended and restated Code of Regulations by the same action or vote as that required to adopt amendments. The text of any proposed amendments to this Code of Regulation or any proposed amended and restated Code of Regulations plus the place, day, hour and manner of voting on same must be sent to the Members in the same manner as required by the notice provisions contained in Article III, Section 6 of this Code of Regulations.