DECLARATION OF COVENANTS, EASEMENTS, ASSESSMENTS, CONDITIONS, RESTRICTIONS, AND BYLAWS

FOR

LARK RAVINE

(A Planned Community Under Chapter 5312 of the Ohio Revised Code)

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DECLARATION OF COVENANTS, EASEMENTS, ASSESSMENTS, CONDITIONS, RESTRICTIONS AND BYLAWS

This Declaration of Covenants, Easements, Assessments, Conditions, Restrictions and Bylaws (the "Declaration") is made on or as of this _____ day of _____, 2026, by Romanelli and Hughes Building Company, an Ohio corporation (hereinafter, the "Declarant").

STATEMENT OF PURPOSE

A. The Declarant is the owner in fee simple of the real property located in Jerome Township, Union County, State of Ohio and more particularly described on Exhibit A attached hereto and by this reference incorporated herein (the "Property").

B. Declarant desires to develop all of the Property into a residential subdivision platted as Lark Ravine (hereinafter the "Subdivision"), and to restrict the use and occupancy of the Property for the protection of the Property and the future owners of the Property and to provide for the preservation of the values of and amenities in the Subdivision for the benefit of the present and future Owners of the Lots and the Improvements constructed thereon.

C. Declarant desires that all of the Property be encumbered with the covenants, easements, restrictions and conditions set forth herein which shall run with the land and be binding on all parties having any right title or interest in the Property, or any part thereof, their heirs, successors and assigns, including the future Owners of any Lot, the Declarant, the Declarant's successors and assigns, and any utility companies, whether public or private, or agencies or instrumentalities of local government providing utility services, who are granted rights herein.

D. Located contiguous to or near the Subdivision is property that has been or in the future may be developed as an extension of the Subdivision with subdivision lots for single-family homes to be built on them, and additional landscaped, green areas and/or other amenities and improvements, and subjected to the plan and restrictions created hereby. This property is referred to herein as the "Additional Property".

E. Declarant deems it desirable for the accomplishment of these objectives to create an association to which is delegated and assigned the non-exclusive right and obligation to administer and enforce the provisions hereof, to own and/or maintain certain property, to have easements rights with respect to certain portions of the Property, to administer such property, and to collect and disburse funds necessary to accomplish these objectives. Accordingly, Declarant shall cause to be incorporated a homeowners' association as a non-profit corporation under and pursuant to the laws of Ohio, whose Members are and will be all of the Owners of a Lot or Lots in the Subdivision.

NOW THEREFORE, in pursuance of a general plan for the protection, benefit, and mutual advantages of the property in the Subdivision, Declarant, with respect to the property described on Exhibit A, hereby declares that all of the Property (currently being all of the property described on Exhibit A to this Declaration) shall be held, sold, conveyed and occupied subject to the following covenants, easements, assessments, conditions and restrictions, which are for the purpose of protecting the values and desirability of, and which shall run with the title to, each part of the Subdivision, and be binding on all parties having any right, title or interest therein, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Declarant, each owner of the property in the Subdivision, the homeowners association, and the respective personal representatives, heirs, successors and assigns of each.

ARTICLE I. APPLICABILITY

This Declaration shall apply to the entire Property as described on the attached Exhibit A. If Declarant owns, and/or acquires additional parcels adjacent to or near the Property, intended by Declarant for future development, generally consistent with the development of the Property, Declarant may annex said additional parcels to, and if so Annexed, declare them to be, subsequent phases of the Subdivision. Upon such Annexation, Declarant shall have the right, but not the obligation, to subject such Annexed parcels to the terms and conditions of this Declaration. Declarant may subject Annexed parcels to this Declaration without modification, or Declarant may supplement and amend this Declaration as it applies to such additional phases of development. As to each development phase of the Subdivision, Declarant may re-record this Declaration with an attached exhibit which modifies and/or supplements this Declaration with respect to such phase, or Declarant may incorporate this Declaration by reference into a supplemental declaration or an amendment hereto which establishes the modifications and/or supplemental provisions desired by Declarant to be applicable to such phase. The modifications and/or supplemental provisions applicable to different phases of development within the Subdivision may be comparable to, more restrictive or less restrictive than the parallel provisions applicable to other development phases, as determined to be appropriate by Declarant in the exercise of its sole discretion. In the event of any inconsistency between the provisions of this Declaration and the provisions of any phase-specific modifications and/or supplements hereto, the terms of the phase-specific document shall control.

By this Declaration, Declarant declares that the Property is a planned community subject to the provisions of the Planned Community Act, as hereinafter defined.

ARTICLE II. DEFINITIONS

In addition to the words and terms defined elsewhere in this Declaration, the following words and terms, as used herein, shall have the following meanings:

A. "Additional Property" - property that may in the future be subjected to the plan for the Subdivision provided hereby, and consists of such other property as Declarant, in its sole discretion, may from time to time determine and designate as Additional Property.

B. "Administrative Expenses" – all costs and expenses incurred by the Association and/or the Design Review Board in conducting their respective affairs and generally discharging their respective duties and obligations under this Declaration. Administrative Expenses shall include, by way of example, but not limited to: necessary office overhead, salaries and expenses; legal fees and expenses; fees and expenses of consultants and professionals such as architects and engineers; accounting, bookkeeping and audit expenses; fees and costs incurred for a Manager; costs of insurance as provided in Article VIII Paragraph G hereof; reserves deemed necessary by the Board of the Association; and other usual and customary costs of the Association administration.

C. "Annexation" or "Annexed" or "Annex" – the process by which portions of the Additional Property are made subject to this Declaration pursuant to Article I hereof.

D. "Annual Assessments" – the amount to be levied on Lots (other than Exempt Property) and paid to the Association by each Owner annually, as further provided in Article IX Paragraph E hereof.

E. "Articles" and "Articles of Incorporation" - the articles of incorporation, when filed with the Secretary of State of Ohio, incorporating the Lark Ravine Homeowners' Association, Inc., as a non-profit corporation under the provisions of Chapter 1702 of the Ohio Revised Code.

F. "Assessments" – charges levied by the Association on Lots and their Owners, consisting as provided for herein, including but not limited to Membership Transfer Assessments, Initial Operating Assessments, Annual Assessments, Special Assessments and Lot Assessments all as further provided in Article IX hereof.

G. "Association" – shall mean Lark Ravine Homeowners' Association, Inc., an Ohio non-profit corporation, or any successor thereof by whatever name, charged with the duties and obligations hereinafter set forth and in the Articles of Incorporation and/or Bylaws of the Association. The Association is also an "Owners Association" under the Planned Community Act.

H. "Association Documents" – the formative documents of the Association, including, but not limited to, this Declaration (as amended from time to time), the Articles of Incorporation and Bylaws (as amended from time to time), and any procedures, rules, regulations or policies adopted thereunder by the Association, applicable building and zoning laws and ordinances, and any recorded plats.

I. "Board" - the board of directors or other management body of the Association.

J. "Building" – a residential dwelling unit, building or structure constructed on a Lot or on Common Property.

K. "Bylaws" - the Bylaws of Lark Ravine Homeowners' Association, Inc. as further provided in Article VII Paragraph E hereof, constituting the code of regulations pursuant to the provisions of Chapter 1702 of the Ohio Revised Code, as amended. A true copy of the Bylaws is attached to this Declaration as Exhibit C and made a part hereof by this reference, as required by the Planned Community Statute.

L. "Cluster Mailboxes" – free-standing, pedestal mounted metal mailboxes containing multiple individually locked mailboxes and parcel compartments.

M. "Common Elements" – all real and personal property now or hereafter acquired pursuant to this Declaration or otherwise, and owned by the Association, or granted by easement or reserved by reservation to or for the benefit of the Association and/or Subdivision, for the common use and the enjoyment of the Owners, or for the operation of the Association, and which may include real or personal property not owned by the Association, the care and/or maintenance of which the Association is required or has elected to provide. The Common Elements may include open spaces, reserve areas, entranceway and community border features, detention areas, private drives, and other property designated by Declarant or the Board to be Common Elements, and benefiting the Owners and occupants of the Lots and Improvements in the Subdivision. The Common Elements shall include not only real or personal property owned by the Association, but also shall include real or personal property maintenance of which the Association has responsibility under this Declaration, pursuant to applicable zoning regulations, approved plat(s), and/or under any agreement entered into by the Declarant or by the Association, the terms of which are binding on the Association.

N. "Common Expenses" - all expenses incurred by the Association in connection with its ownership, lease and/or maintenance of the Common Elements, maintenance of property other than Common Elements as provided herein, real estate taxes and assessments, if any, attributable to the Common Elements, utilities for the Common Elements or consumed in furtherance of the Association's duties and obligations, and all costs and expenses incurred by the Association in conducting its respective affairs and generally discharging its respective duties and obligations imposed upon it by this Declaration or assumed by it pursuant to authorization granted by this Declaration, including, but not limited to, all Administrative Expenses.

O. "Declarant" – Romanelli and Hughes Building Company, an Ohio corporation, and any successor or assign thereof to which the Declarant specifically assigns any of its rights, duties and obligations under this Declaration by a written instrument.

P. "Declaration" – means this Declaration of Covenants, Easements, Assessments, Conditions, Restrictions, and Bylaws for Lark Ravine, as amended or supplemented by any one or more Supplemental Declarations from time to time.

Q. "Design Review Board" - the Design Review Board formed pursuant to and governed by the Association, consisting of the group of individuals having the power and authority to establish and enforce development and architectural standards governing the development, construction and architectural detail of the Subdivision. The Design Review Board and its operations are further described in Article V, Paragraph A herein.

R. "Directors" – those natural Persons appointed or elected to the Board of the Association as provided in Article VII Paragraph C hereof and the Bylaws of the Association.

S. "Exempt Property" - the portions of real property comprising the Subdivision that are (a) now or hereafter dedicated to common public use or owned by the United States, the State of Ohio, Union County, Township of Jerome, or any governmental body, or any instrumentality or agency of any such entity, for so long as any such entity or instrumentality or agency shall be the owner thereof, or (b) owned by the Association; provided in any such case, the same is not utilized as a residence.

T. "Improvements" - any and all alterations to the real property located in the Subdivision which cause such real property to deviate from its natural condition or condition as of the date hereof or the date any Additional Property is added to this Declaration, including but not limited to: changes in grade, slope or elevation and changes in drainage patterns; all Buildings, outbuildings, sheds, garages and other structures; recreational courts, fixtures and facilities, including tree houses, children's recreational equipment or structures, swing sets, playhouses, forts, basketball hoops and playground equipment; swimming pools and related facilities and equipment; pet houses, runs and enclosures; overhead, above ground and underground installations, including without limitations, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles and antennae; walkways, fences, mailboxes, trellises, walls, retaining walls, exterior stairs, decks, patios, and porches; any change in exterior colors, materials or elevations; exterior lighting; roads, driveways, curb cuts, parking lots, parking structures, uncovered parking areas, drive aisles and other such areas; planted trees, hedges, shrubs and all other forms of landscaping; and all other structures or improvements of every type or character, constructed, installed or maintained on any property within the Subdivision. "Improvements" does include both original Improvements and all later changes and Improvements.

U. "Initial Operating Assessment" – a one-time Assessment that the Board may levy against each Lot, other than Exempt Property, at the time and in the manner set forth in Article IX Paragraph G. Funds from the Initial Operating Assessments may be used to pay Common Expenses (that is, funds needed to meet cash requirements of the Association for its operations

and reasonable revenues), to fund Association operations, to fund capital improvements, and for such other purposes determined appropriate by the Board in furtherance of its functions hereunder.

V. "Lot" – a discrete parcel of real property now or hereafter identified upon any recorded subdivision plat of the Property, or recorded re-subdivision thereof and any other discrete parcel of real property designated by Declarant, excluding the Common Elements and any portion of the Property dedicated for public use. Declarant has and reserves the right to split and/or combine currently platted Lots into new platted Lots without the consent or approval of Owners of other Lots in the Subdivision, as Declarant may deem such split or combination to be beneficial to the Property from time to time. Any and all references herein to a "Lot" shall include any such replatted Lots. Once a split/combination is completed, the former lots shall cease to be "Lots" for any and all purposes hereunder. If two or more Lots are combined, other than by the Declarant, each of the Lots in existence prior to such combination shall continue to be counted as separate Lots for purposes of Assessments.

W. "Lot Assessment" - an assessment that the Board may levy against one or more Lots to reimburse the Association for costs incurred on behalf of the assessed Lot, including without limitation, costs associated with making repairs that are the responsibility of the Owner thereof, costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; costs of collection of delinquent obligations to the Association, including attorney's fees and courts costs; and all other fines and charges reasonably determined to be a Lot Assessment by the Board, all as further provided in Article IX Paragraph H hereof.

X. "Manager"- a Person retained by the Association Board to assist in the management of the Association.

Y. "Member" - any person or entity entitled to membership in the Association as provided for in Article VII Paragraph A hereof.

Z. "Membership Transfer Assessment" – an Assessment levied by the Association each time the fee simple interest in a Lot with a dwelling on it is transferred, or in the case of a sale under a land installment contract, each time a land installment contract, for value, for a Lot with a dwelling on it is recorded.

AA. "Occupant" – a Person residing in a dwelling on a Lot, regardless of whether that Person is an Owner.

BB. "Operating Fund" and "Reserve Fund" - respectively, the funds established pursuant to Article IX Paragraph A hereof for the purpose of funding the operations of the Association and establishing reserves for capital expenditures thereof.

CC. "Owner" - the record owner, whether one or more Persons or entities, of fee simple title to a Parcel or Lot located in the Subdivision, including contract sellers, but excluding (i) those having an interest merely as security for performance of an obligation and (ii) the Declarant.

DD. "Parcel" – each legally separate tax parcel subdivided or created from the Property, including each Lot.

EE. "Person"- a natural individual, trust or trustee, corporation, limited liability company, partnership, or other legal entity capable of holding title to real property.

FF. "Planned Community Act" – Chapter 5312 of the Ohio Revised Code.

GG. "Property" – all of the real property described in Exhibit A attached hereto and such Additional Property as may be annexed by amendment to this Declaration, or added to the Subdivision by a supplemental declaration or amendment to this Declaration from and after such time as the Additional Property is subject to the provisions hereof, of real property that is owned in fee simple by the Association, together with all easements and appurtenances.

HH. "Rules"- the rules and regulations governing use, occupancy and appearance of the Subdivision, the Common Elements, Parcels, and Lots as may be established by the Board from time to time.

II. "Special Assessment" – an assessment levied by the Association against all Lots (except Exempt Property) encumbered by this Declaration pursuant to Article IX Paragraph F hereof to pay for necessary expenses not included in the annual operating budget and not projected to be paid out of the Operating Fund.

JJ. "State" - the State of Ohio, and, unless the context requires otherwise, any political subdivision thereof exercising jurisdiction over the Property.

KK. "Subdivision" – all property that at any time has been subjected to the provisions of this Declaration (which includes all of the Property) and the Common Elements and any subsequent additions thereto.

LL. "Subdivision Plat" – the plat of Lark Ravine Subdivision of record in Book_____, Pages _____, Recorder's Office, Union County, Ohio.

MM. "Turnover Date" – the date on which Declarant relinquishes its exclusive right to appoint all members of the Board, which date shall be no later than the date when the Subdivision has been fully developed and all Lots have been conveyed to bona fide purchasers unrelated to Declarant; provided Declarant reserves the right, in its sole and absolute discretion,

to turn over control of the Association, or selected functions thereof, at such earlier time as it determines.

ARTICLE III. GOALS

The restrictions, conditions, easements, covenants, obligations and charges contained in this Declaration are declared to be in furtherance of the following purposes:

A. Compliance with all zoning and similar governmental regulations;

B. Promotion of the health, safety and welfare of all Owners and residents of the Subdivision;

C. Preservation, beautification and maintenance of the Property and all Improvements;

D. Establishment of requirements for the development and use of the Property;

E. To create, maintain and preserve the quality of life for all Owners and residents of the Property; and

F. To provide for mandatory membership of all Owners in the Association.

ARTICLE IV. USE RESTRICTIONS

The following restrictions and covenants concerning the use and occupancy of the Property shall run with the land and be binding upon the Declarant, and every Owner, tenant or occupant of a Lot and their respective heirs, successors and assigns, as well as their family members, guests, and invitees.

A. Use. Except as otherwise permitted herein, each Lot shall be occupied and used exclusively for single-family, residential purposes and purposes customarily incidental to residential occupancy thereof. No Improvements may be constructed, modified or demolished by an Owner on any Parcel (including Common Elements and Exempt Property) unless and until the plans therefor have been approved by the Design Review Board, as further provided in Article V hereof.

B. Use of Common Elements. Any Common Elements may be used only in accordance with the purposes for which it is intended and for any reasonable purposes incidental to the residential use of a Lot and shall be subject to the Rules. All uses of the Common Elements shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of the Owners and Occupants and shall comply with the provisions of this Declaration, the laws of the State of Ohio, the ordinances of Jerome Township, and the Rules.

The Association, acting through its Board of Directors, shall possess all power and authority vested in it pursuant to the Articles of Incorporation for the Association, including, but not limited to, the right to (i) contract, lease, or assign interest in; (ii) initiate, defend, negotiate and settle claims arising from casualty, condemnation or other actions with respect to; and (iii) establish rules governing conduct upon, the Common Elements owned by the Association and all Improvements located thereon.

C. Hazardous Actions or Materials. Nothing shall be done or kept in or on any Lot, or in or on any portion of the Common Elements or Exempt Property that is unlawful or hazardous (excluding hazardous materials kept, maintained and used in accordance with all applicable environmental laws), that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Elements or Exempt Property 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 good construction practices.

D. Signs. No signs of any character shall be erected, posted or displayed upon the Property, except: (i) marketing signs installed by the Declarant while marketing the Lots and residences for sale; (ii) street and identification signs installed by the Association, the Declarant; or a local governmental body having jurisdiction over the streets within the Subdivision; (iii) one temporary real estate sign on a Lot not to exceed six square feet in area advertising that such Lot is for sale; and (iv) for a reasonable period of time before, and not to exceed three days after, a public governmental election in which the Lot Owners are permitted to vote, up to three temporary political signs of not more than six square feet each, expressing support for or opposition against an individual candidate or issue which is the subject of the current election. Political signs containing information or expressing opinions other than simple support for or opposition against a specific candidate or issue may be removed by the Association, and not more than one sign for or against any specific candidate or issue may be posted or displayed on any one Lot. No such signs may be posted in or on any portions of the Common Elements owned by the Association except signs authorized and approved by the Board.

E. Animals. No Person may keep, breed, board or raise any animal, livestock, reptile or poultry of any kind for breeding or other commercial purpose on any Lot, or in or upon any part of the Common Elements, unless expressly permitted by the Rules. All domestic pets shall be properly restrained and shall not be permitted to roam free or loose on the Property, other than on the Lot of the owner of such pet(s). No animal, including a domestic pet, shall be kept on the Property if the size, type or characteristics of such animal (including odor or noise-making) constitute a nuisance. No farm animals, including but not limited to chickens and pigs, may be kept on any Lot, even if considered by the Lot owner to be a "pet"; nor may any type of animal be kept on a Lot, if keeping such animal on the Lot necessitates a living area or structure outside of the home on the Lot. Proper Lot maintenance as required elsewhere herein shall include the obligation to regularly remove pet waste from an Owner's Lot. Outdoor dog houses, animal

cages, dog runs and other similar objects, whether or not affixed to the ground, are prohibited without the express prior review and approval of the Design Review Board, which may be withheld in the Design Review Board's sole discretion. Any animal defined as "vicious" or "dangerous" pursuant to the provisions of Ohio Revised Code Chapter 955, as the same may be amended from time to time, is specifically prohibited.

F. Nuisances. No noxious or offensive trade or activity shall be permitted on the Property or within any Building located on any Lot, nor shall any use be made, nor condition allowed to exist, on any Lot, or within any Building erected on any Lot which unreasonably disturbs or interferes with the quiet occupancy of any Person residing on any other Lot.

G. Business. No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on the Property, without the prior written approval of the Board. The provisions of this Section shall not prohibit (i) an Owner or Occupant from conducting a "home business" or "home office" which does not involve non-resident employees at, or retail sales to customers visiting, the Lot from which such home business or home office is conducted, or (ii) during the construction and initial sales period, the use of Lots, including dwellings and other Improvements constructed thereon, and Common Elements for construction and sales purposes, including the construction and operation of sales models and/or trailers by Declarant and/or by builders as approved by Declarant, in its sole discretion. No exterior signs or signage visible from the exterior of a Building shall be permitted in connection with a "home business" or "home office" conducted from a Building.

H. Storage. No open storage of any kind is permitted on any Lot. No storage units or buildings of any kind are permitted on any Lots, including, without limitation, sheds or barns. This paragraph shall not be intended to prohibit the construction of ancillary structures on a Lot as provided for in Article IV, Paragraph 2 of the Declaration.

I. Hotel/Transient Uses; Leases. No Lot may be used for hotel or transient uses, including without limitation, uses in which the occupant is provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, or similar services, or leases to roomers or boarders. All residential leases shall be in writing and shall be subject to this Declaration and the other Association Documents.

J. Vehicles. The Board shall be entitled to create and enforce reasonable rules concerning the parking of any vehicle permitted in the Property. In addition to its authority to levy Individual Lot Assessments as penalties for the violation of such rules, the Board shall be authorized to cause the removal of any vehicle violating such rules, including on Lots, unless such vehicles are located in permitted, enclosed structures shielded from view.

No commercial vehicles, watercraft, snowmobiles, trailers, campers, buses or mobile homes shall be parked or stored on any street in the Subdivision, or on any Lot (except in an

enclosed permitted structure shielded from view). The Board may permit the occasional, non-recurring parking of vehicles otherwise prohibited by the foregoing sentence, and may require as a condition of such permission that the owner of the vehicle or the Lot on which it is parked substantiate that such parking is limited to less than forty-eight (48) consecutive hours, and not more than ninety-six (96) cumulative hours in any thirty (30) day period. Nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during the construction of residences on the Lots. In addition, no automobile or other motorized vehicle of any type or description which is not functionally or legally operable on public highways shall be kept, stored, operated or maintained on or in front of any Lot within the Subdivision for a period longer than seven days, unless the same is entirely contained and shielded from view within a permitted structure. Any vehicle so kept, stored, operated or maintained shall be considered a nuisance, and the Board shall have the right and authority to have the same removed at the Owner's expense.

As used herein, the word "trailer" shall include trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or the storage or conveyance of animals, machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The term "commercial vehicle" shall include and mean every type of vehicle, whether or not motorized, which is designed and used exclusively or primarily for anything other than personal transportation of ten or fewer persons at one time. Vehicles larger than ten person passenger vans are conclusively presumed to be commercial vehicles, whereas passenger cars, passenger vans (full-sized or mini-vans), pickup trucks, sports-utility vehicles, and motorcycles are presumed to be designed and used for personal transportation. Vehicles which are not conclusively presumed to be commercial by virtue of their size, and which are used by the operator thereof for both business and personal purposes, shall not be considered "commercial vehicles" merely by virtue of advertising information painted or otherwise affixed thereto, however, the Board shall have the discretion to determine, based on combined factors of size, licensure, advertising and other attributes of any vehicle, whether such vehicle is a "commercial vehicle".

K. Trash. Except for the reasonably necessary activities of the Declarant during the original development of the Property, no burning or storage of trash of any kind shall be permitted on the Property. All trash shall be deposited in covered, sanitary containers, stored either (i) inside of a permitted structure, or (ii) to the side or rear of the home constructed on the Lot and screened from view. Trash containers shall not be placed for pickup/collection more than 3 hours before sunset on the day prior to trash collection, and no emptied trash containers shall be allowed to remain visible for more than eight (8) hours following the trash pick-up.

L. Antennae; Clotheslines. To the extent such prohibition is permitted by federal legislation, no outside radio, satellite dish, television or other electronic antennae or aerial may be erected or maintained on any Lot or the exterior of any Improvement, without the prior

written approval of the Design Review Board. Standard TV antennae and other over-the-air reception devices (including satellite dishes) of one meter (39 inches) in diameter or less shall be permitted to be erected or installed; provided, however, that no exterior antenna, satellite dish or similar exterior improvement shall be installed upon any Lot without first providing written notice to the Design Review Board. Installation of standard TV antennae and over-the-air reception devices shall comply with any and all rules and guidelines adopted by the Design Review Board and/or the Board, concerning location and general screening requirements and reasonable color blending requirements in order to minimize visual disturbance; provided, however, that such rules or regulations do not unreasonably increase the cost of installing, maintaining, or using such devices, or otherwise unreasonably delay an Owner's right to receive acceptable over-the-air signals.

No outdoor clotheslines shall be permitted on any Lot, nor shall the outdoor drying of laundered clothes on Buildings or Improvements other than "clothesline" (but which serve the same purpose), be permitted.

M. Utility Lines. All utility lines on the Property shall be underground, subject to the requirements of relevant governmental authorities and utility companies.

N. Holiday Displays. Any exterior holiday displays placed on any Lot, such as, but not limited to, exterior lights, holiday scenes, characters or music, shall be tasteful, not unduly large in size, not offensive to neighbors or other residents in the Subdivision, and of limited duration. The Board shall be permitted to establish Rules regarding holiday displays.

O. Tanks; Wells. No tanks for the storage of propane gas or fuel oil shall be permitted to be located above or beneath the ground of any Lots except that propane gas grills are permitted. No wells of any sort or description shall be permitted on any Lot; provided that the foregoing restrictions as to wells shall not apply to water wells used to provide water to recharge ponds on Common Elements or Exempt Property.

P. Street Trees. The Declarant may designate one (1) tree to be planted along the street(s) adjacent to each Lot. If the Declarant determines to designate street trees, then Owners shall be deemed to have agreed to such uniform street trees. Each Owner shall be responsible to care for (and if necessary, replace with a like kind tree having a caliper equal to or greater than 2½ inches at the time of planting) such street trees at the Owner's expense.

Q. Mailboxes. Declarant may designate certain open areas for the purpose of installing Cluster Mailboxes. If the Cluster Mailboxes are damaged, destroyed or deteriorate, then the Association, at the Association's expense, shall repair or replace such Cluster Mailboxes. If an individual's allotted box within a Cluster Mailbox is damaged by the abuse or negligence of an Owner or Occupant, the Owner shall be responsible for the reimbursement to the Association of the costs of repair/replacement.

R. Fencing. Subject to the further provisions of this Paragraph R, the Design Review Board shall have the authority to establish standards for permissible fencing and walls. Said authority shall include the power to prohibit, permit, or require fencing or walls of certain types (or entirely), and to prohibit, permit, or require fencing or walls of certain types (or entirely) in certain areas. All fencing and walls shall meet any applicable requirements (if any) in Paragraph W below and shall conform to the standards set forth by the Design Review Board, and must be approved by the Design Review Board, in writing, prior to the installation thereof. By way of example, and not limitation, and subject to the provisions of Paragraph W below, compliance with the following standards shall be considered by the Design Review Board in reviewing fence applications:

1. All fences or walls to be constructed are to be of a height established by the Design Review Board, provided however that if other provisions of this Declaration or a governmental agency exercising jurisdiction over the property on which the fence or wall is to be constructed requires a certain height for fences or walls in certain areas, or for safety reasons (i.e. swimming pool enclosure), such fence or wall shall, to the extent necessary, meet the provided or governmentally required minimum;

2. Fences or walls shall not be located closer to the street than a line parallel to the street and extending from the midpoint between the front and rear corners of the home, and in no event shall fences be located closer to any street than the building line shown on the recorded plat, except for ornamental railings, walls or fences not exceeding three feet (3') in height which are located on or adjacent to entrance platform or steps; and

3. All fencing located upon any Lot shall be maintained by the Owner of the Lot on which it is located, in a neat and orderly condition.

Nothing contained herein shall be interpreted or construed to permit the use of approved fencing materials to accomplish a purpose or use otherwise prohibited hereunder. Notwithstanding the foregoing, standards and/or restrictions established by the Design Review Board shall not apply to any fencing installed by Declarant in any Common Elements.

S. Swimming Pools. No above ground swimming pools shall be permitted. For purposes hereof, an "above ground swimming pool" shall be any pool extending twelve inches (12") or more above the finished grade of the Lot and having (i) a water surface area in excess of thirty-six square feet; or (ii) a filtration system of any description. This paragraph shall not be intended to prohibit the installation of a hot tub or sauna, so long as such hot tub or sauna is designed for no more than eight (8) adults. In the event that an in-ground swimming pool is permitted to be installed on a Lot and applicable governmental safety regulations require a fence, then such fence shall be permitted notwithstanding any provision of Paragraph R above to the

contrary, provided such fence shall be subject to the prior written approval of the Design Review Board as to design and location on the Lot.

T. Entrance Walls, Fencing, Subdivision Identification Signs, Earthen Mounds and Landscaping. The walls, fencing, subdivision identification signs, earthen mounds, electrical facilities, irrigation systems, utilities facilities and landscaping placed or installed on, over, under or through any of the Lots by the Declarant, shall not be removed or changed except with prior approval of the Design Review Board. No landscaping shown on the Landscape Plan approved as part of Detailed Development Plan for the Subdivision, which Landscape Plan is attached hereto as Exhibit B, may be removed by any Owner or the Association.

U. Tree Removal. No trees shall be removed from any Lot except as disclosed in plans submitted to and approved by the Design Review Board. Any tree removed contrary to the provisions hereof shall be replaced at a location and with a tree or trees (all as approved by the Design Review Board) of comparable caliper and species of the tree so removed. The Board may also levy a fine against any Owner who wrongly removes or permits the removal of one or more trees from a Lot contrary to the provisions of this Paragraph U. The amount of such a fine shall be discretionary with the Board, but in any event shall not exceed two times the measurable economic gain to the Owner of having the tree(s) removed as determined by the Board.

V. Hunting, Trapping and Fishing. No hunting, trapping and fishing shall be permitted on any portion of the Property. No outdoor discharge of a firearm shall be permitted on any portion of the Property.

W. 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 process in the State, County, City, Township and/or Village 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. In the event, however, that such 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 legally unenforceable, this Declaration shall be deemed modified, ipso facto and without 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.

X. Compliance with Subdivision Regulations. Notwithstanding the foregoing use restrictions contained in this Article IV, the Jerome Township, Subdivision Regulations as in effect from time to time shall control in the event of any conflict between these use restrictions and such Subdivision Regulations, but only to the extent the Subdivision Regulations are more restrictive.

Y. Lot Splits. No Parcel shall be further subdivided or split into two or more tax parcels without the prior written consent of the Declarant prior to the Turnover Date, and after the Turnover Date, without the approval of the Design Review Board and the Board.

Z. Ancillary Structures. The Owner of a Lot is permitted to construct on such Owner's Lot an ancillary structure which is primarily used for personal home-office, leisure and lifestyle activities and supporting the primary residence, subject to compliance with all applicable zoning laws, building codes, and any other governmental regulations. Notwithstanding the foregoing, standalone storage sheds or similar prefabricated storage buildings primarily intended for the storage of lawn equipment, tools, or household items are expressly prohibited. All construction and architectural plans for an ancillary structure shall be submitted to the Design Review Board for written approval for such structure in accordance with Article V, Paragraph A of the Declaration.

ARTICLE V. DEVELOPMENT AND ARCHITECTURAL STANDARDS

All Property at any time subject to this Declaration shall be governed and controlled by this Article.

A. Design Review Board. The Design Review Board shall be a board consisting of not less than three (3) persons at all times. Until the Turnover Date, the Declarant shall have the sole and exclusive right to appoint and remove all three members of the Design Review Board at will, and may elect in the exercise of its sole discretion, to act itself as the Design Review Board (or appoint an agent to act in its place) in lieu of appointing individuals. After the Turnover Date, the Board (as set forth in Article VII, Paragraph C) shall have the right to appoint all three members to the Design Review Board, or to appoint an agent to act in the Design Review Board's place, at will. At all times, the Design Review Board shall have the absolute authority and final say with respect to all plan reviews for any Improvements constructed or to be constructed on the Property or any portion thereof.

The Design Review Board shall have the exclusive authority, at a private or public meeting by action of two or more of the members thereof (if Declarant has not elected to act itself or appoint an agent to act, in which case such authority shall be exercised by Declarant or its agent) to determine the architectural standards which shall govern the construction of Improvements on the Property. Each Owner covenants and agrees by acceptance of a deed to a Lot, to comply with, and to cause such Owner's Lot and any Occupant thereof to comply with the standards promulgated by the Design Review Board. No Improvement shall be placed, erected, constructed or installed on the Property, and no construction (which term shall include in its definition staking, clearing, excavation, grading, other site work, and building construction), and no plantings or removal of plants, trees or shrubs, shall be permitted without, until and unless the Owner first obtains the written approval thereof from the Design Review Board and otherwise complies with the provisions of this Declaration.

B. Modifications. Except as otherwise provided in this Declaration, the Design Review Board shall have jurisdiction over all construction, modifications, additions or alterations of Improvements on or to the Property. No Person shall construct any Improvement on any Lot, including without limitation, alter surfaces of existing Improvements or landscaping, change paint colors or roofing materials, construct or modify fencing, or install any recreational device, without the prior written consent of the Design Review Board. Owners shall submit plans and specifications showing the nature, kind, shape, color, size, materials and location of Improvements and alterations to the Design Review Board for approval. The Design Review Board may charge a nominal fee in connection with processing applications submitted pursuant to this Paragraph. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate the interior of any Building constructed on a Lot.

C. Variances. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of this Declaration, the Design Review Board shall have the authority to grant reasonable variances from the provisions of Article IV, and from the provisions of this Article and from the architectural standards established pursuant to this Article, provided that the activity or condition is not prohibited by applicable law and does not conflict with the standards set forth in the zoning (including, if applicable, the development text) for the Property adopted by Jerome Township, Union County, Ohio; and provided further that, in its judgment, the variance is in the best interest of the Subdivision and is within the spirit of the standards of the Design Review Board. No variance granted pursuant to this Paragraph shall constitute a waiver of any provision of this Declaration as applied to any other Person or any other part of the Property. Variances are intended to be granted only in circumstances in which the characteristics of a given Lot create the hardship or practical difficulty as referred to above, and are not to be granted as an accommodation to personal decisions or lifestyle choices made by Owners or Occupants (i.e. a taller fence than would otherwise be permissible cannot be approve by a variance to accommodate an Owner's or Occupant's decision to have a dog that can jump high).

D. Improvements and Landscaping by Declarant. Notwithstanding the foregoing to the contrary, all Improvements including, but not limited to dwellings, buildings and landscaping constructed by the Declarant, or its partners, or its members, or its agents, or its designated assignees, or its shareholders shall be deemed to comply in all respects with the provisions of this Declaration, any design guidelines, and the requirements of the Design Review Board, and shall not require approval of the Association, the Board, the Owners or the Design Review Board; provided that such Improvements comply with the provisions of this Declaration and the required architectural standards for the Subdivision adopted by the Declarant.

E. Requirement to Receive Design Review Board Approval. No Person shall apply to any governmental unit, agency, authority or officer for any development plan approval, subdivision plat approval, construction permit, building permit or variance pertaining to any

Improvements to be developed, constructed or installed on the Property, unless and until the Design Review Board has endorsed its written approval thereon.

F. Inspection License. During site development and the development and construction of any Improvements on a Parcel, the Design Review Board and its duly authorized representatives are granted an irrevocable license to come upon the Parcel on which site development is occurring or Improvements are being developed and constructed, to determine compliance with the development and building plans approved by the Design Review Board.

G. Liability Relating to Approvals. Neither the Declarant, the Association, the Board, the Design Review Board, nor any member thereof, nor any of their respective heirs, personal representatives, successors and assigns, shall be liable to anyone submitting plans and specifications for approval by reason of mistakes of judgment, negligence, or nonfeasance arising out of, or in connection with, the approval or disapproval or failure to approve the same. Every Person and Owner who submits plans and/or specifications or otherwise requests approval from the Design Review Board agrees, by submission thereof, that they will not bring any action or suit, seek damages, or otherwise attempt to compel the approval of the same. Each Owner shall be responsible for ensuring that any Improvements constructed on their Lot comply with any zoning ordinances and any easements, covenants and conditions of record.

H. Responsibility for Governmental Fees and Costs. All governmental fees and costs incurred in developing and constructing improvements on a Lot shall be at the sole cost and expense of the Owner thereof.

I. Enforcement. Failure of a person to comply with the provisions of this Article V will result in the Design Review Board exercising its enforcement rights pursuant to Article XII Paragraph B hereof.

ARTICLE VI. EASEMENTS AND LICENSES

A. Easement of Access and Enjoyment Over Common Elements. Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Elements, which rights shall be appurtenant to, and shall pass with the title to, such Owner's Lot, subject to the terms and limitations set forth in this Declaration and subject to the Rules. An Owner may delegate such Owner's rights of access and enjoyment to family members, tenants, occupants, licensees guests and invitees. All such easements are limited by such restrictions as may apply to the Common Elements affected thereby, and no Person shall have the right by virtue of such easements to engage in activities on the Common Elements which are not permitted according to the provisions of this Declaration, pursuant to the provisions of any applicable plat(s) or under agreements with any governmental entities or other third parties

B. Right of Entry for Repair. The Association, and its duly authorized Manager, agents, officers, contractors, and employees shall have a right of entry and access to the Property, including without limitation the Lots, for the purpose of exercising the Association's obligations, rights and performing the Association's duties pursuant to the Association Documents with regard to enforcement of covenants, restrictions, and other provisions of this Declaration, and the maintenance, repair, restoration and/or servicing of any items, things or areas for which it has responsibility or the right to perform. Except as otherwise provided for herein, the Association may enter any Lot at any time to perform its obligations hereunder. The Association may enter a Lot to remove or correct any violation of any provision hereof, or any Rules, but only during reasonable hours and after providing reasonable advance notice to Owner, except in cases of emergency.

C. Easement for Utilities and Other Purposes. The Board or Declarant may convey easements over the Common Elements 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 shall have the absolute right within (i) areas designated as drainage courses on the recorded plat of the Subdivision; (ii) all areas encumbered by general utility or specific storm drainage easements; and (iii) 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 judgment to install, modify, alter, remove or otherwise work on storm water drainage facilities and conditions (including both surface grading and subsurface structures). If any such entry and/or work performed by Declarant results in damage to other portions of a Lot, or to any Improvements or landscaping thereon, Declarant shall be responsible for the restoration of such portions, Improvements or landscaping at Declarant's sole cost

D. Easement for Services. A non-exclusive easement is hereby granted to all police, firefighters, ambulance operators, mail carriers, delivery persons, garbage removal personnel, all similar persons, local governmental authorities, and the Association (but not to the public in general) to enter upon the Common Elements to perform their duties.

E. Easement for Maintenance. A non-exclusive easement is hereby granted to the Association to enter upon, over or through the Property, including without limitation the Lots, for the purpose of performing maintenance responsibilities reserved to the Association or otherwise provided for in any recorded plats or in this Declaration.

F. Reservation of Special Easements. The Declarant hereby reserves special easements for the purpose of constructing Improvements or conveying rights deemed by the Declarant to be beneficial to the Property including, but not limited to, easements for bio-swales, if any. These special easement areas are also No-Build Zones. The special easement areas may be parts of individual Lots instead of on Common Elements. In such cases, the Owner(s) of the Lot(s) affected by the special easement(s) shall be and remain responsible for the ordinary care and maintenance of the special easement area. If special fencing, landscaping, storm water detention/retention, or community safety or entry features are constructed in a special easement area by the Declarant, or any governmental entity exercising jurisdiction over the Property, or the Association, the responsibilities of the Owner on whose property such Improvement has been constructed shall not exceed ordinary grass cutting, trimming and watering around such Improvements. Nothing contained in this Section shall require that the Declarant reserve or establish special easements.

G. No-Build Zones. Any areas designated on any recorded plat of the Property, or in prior deed restrictions, as "Open Space" shall be areas in which no Owner shall have the right to construct or locate any Improvements.

H. Compliance with Subdivision Regulations. Notwithstanding the foregoing easements and licenses contained in this Article VI, the Jerome Township, Ohio Subdivision Regulations as in effect from time to time shall control in the event of any conflict between these easements and licenses and such Subdivision Regulations.

ARTICLE VII. THE LARK RAVINE HOMEOWNERS' ASSOCIATION

A. Membership. Every Owner of a Lot shall have a membership in the Association, and by acceptance of a deed to a Lot, every Owner agrees to and acknowledges being a Member of the Association. In the case of a Lot that is the subject of a recorded land installment contract, the vendee or vendees under that installment contract and not the vendor shall, while holding such interest, be a Member of the Association. Membership is a right appurtenant to and inseparable from an Owner's fee simple title in a Lot, 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 or at such time as a land installment contract is entered for the conveyance of fee simple title. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate an Owner's membership. No Owner, whether one or more Persons, shall

have more than one membership per Lot owned. In the event an Owner consists of more than one Person, such Persons shall have one membership in the Association as tenants in common.

B. Governance. Voting and all other matters regarding the governance and operation of the Association shall be set forth herein and in the Association's Articles of Incorporation and Bylaws and Rules, including all amendments hereto and thereto, except as otherwise required by law.

C. Composition of The Lark Ravine Association Board. At all times, the Board shall be composed of three (3) Directors. Until the Turnover Date, all Directors of the Board shall be appointed by the Declarant, or the Declarant may elect to act as the Board, or it may appoint a managing agent to act as the Board on its behalf. No Member, other than Declarant shall have voting rights in Association matters until the Turnover Date. On the Turnover Date, all Directors of the Association appointed by the Declarant shall resign and a new Board shall be constituted for the Association consisting of three (3) Directors elected by the Owners. Each Director of the Association shall hold office for a three (3) year term; provided that one initial Director of the Association elected by the Owners shall be elected to a one (1) year term, one initial Director of the Association elected by the Owners shall be elected to a two (2) year term, and one initial Director of the Association elected by the Owners shall be elected to a three (3) year term, in order that the terms of one-third (1/3) of all Directors of the Association expire annually.

D. Voting Rights. The Members of the Association shall not have any right to vote on any matter pertaining to this Declaration or the Association, except as otherwise provided herein or required by law. The Association shall be governed and controlled exclusively by the Board, who shall have and possess all voting rights and control hereunder.

E. Bylaws. The initial Bylaws of the Association shall be as set forth in the attached Exhibit C, subject to amendment as permitted therein.

ARTICLE VIII. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

A. Common Elements. Declarant may, from time to time, at Declarant's option, obligate the Association to maintain property not owned by the Association and may convey to the Association for the use and benefit of the Association and the Members real or personal property, or any interest therein, as part of the Common Elements in the nature of an easement appurtenant to the Property. The Association shall accept title to any interest in any real or personal property transferred to it by Declarant. The Association, subject to the rights of the Owners set forth in this Declaration and the Association Documents, shall be responsible for the exclusive management and control of the Common Elements owned by the Association, if any, and all Improvements thereon, and shall keep the Common Elements in good, clean, attractive and sanitary condition, order and repair, in accordance with the terms and conditions of this Declaration. The Declarant and Association shall each have the right to grant easements to third

parties over, across, under and/or through the Common Elements owned by the Association, including but not limited to easements for the construction, extension and/or expansion of utilities and conservation easements, all as the Declarant and/or Association may be legally obligated or voluntarily disposed to grant. The Association shall have the continuing obligation to maintain, and the continuing right to modify and/or improve, any and all entry features, fencing and landscaping constructed by the Declarant or the Association, including without limitation entry features, fencing and landscaping constructed within easements established by the Subdivision Plat, and for such purpose all relevant easements that may be deemed necessary at any time for the Association's performance of work on or around the entry features, fencing and landscaping are hereby deemed granted to the Association.

B. Personal Property and Real Property for Common Use. The Association may acquire, hold, mortgage and dispose of tangible and intangible personal property and real property.

C. Cost-Sharing Agreements. The Association may enter into cost-sharing agreements with other homeowners associations pursuant to which the Association agrees (i) to share in the cost of maintaining, repairing and replacing entranceway features, landscaping, storm water retention facilities, mounding, fencing and any other improvements that benefit the Property; and/or (ii) grants reciprocal rights, licenses and/or easements to members of each such associations to use and enjoy each other's common elements, subject to such rules and regulations, restrictions and fees as the Association may determine from time to time.

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

E. Implied Rights. The Association may exercise any other right or privilege given to it by the laws of the State or any provision of the Association Documents or given to it as an "owners association" by the Planned Community Act, and every other right or privilege reasonably implied from the existence of any right or privilege granted in this Declaration, or reasonably necessary to effect any such right or privilege, and unless otherwise expressly

reserved to the membership or delegated to a Manager pursuant to Article VIII, Paragraph F below, the Board shall have the power and authority to act on behalf of the Association.

F. Managing Agent. The Association may retain and employ a Manager, which may be the Declarant (or an affiliate thereof), or an independent third-party, and may delegate to the Manager such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Manager shall be an Administrative Expense. Any management agreement shall allow for termination by either party, without cause, and without penalty upon not less than thirty (30) nor more than ninety (90) days' prior written notice.

G. Insurance.

1. The Association shall obtain and maintain adequate general liability insurance pertaining to the Common Elements. In addition, the Association shall, with respect to insurable property or interests owned by it, obtain and maintain adequate blanket property insurance for all buildings, structures, fixtures and equipment and common personal property, now or at any time hereafter constituting a part of the Common Elements, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against by standard coverage endorsements, with such limits, deductibles, and coverage as is deemed appropriate by the Board. This insurance shall, as applicable: (i) be written in the name of the Association; (ii) provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, and that any assessment under such policy made against others may not become a lien on any Lot, or other property, and its appurtenant interest, superior to the lien of a first mortgage; (iii) be obtained from an insurance company authorized to write such insurance in the state which has a current rating of Class A-/VIII, or better, as determined by the then latest edition of Best's Insurance Reports or its successor guide; and (iv) provide that the insurance carrier shall notify the Association and all first mortgagees named at least thirty days in advance of the effective date of any cancellation of the policy; provided that in the case of the Association's failure to pay the insurance premium when due, the carrier shall only be required to provide ten (10) days advance notice to the Association and all first mortgagees.

2. The Association may, in the Board's discretion, obtain and maintain the following insurance as an Administrative Expense: (a) 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; (b) directors, officers and trustees liability insurance; (c) additional insurance against such other hazards and

casualties as is required by law; and (d) any other insurance the Association deems necessary.

H. Condemnation. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements, or any portion thereof. Each Owner hereby appoints the Association as its attorney-in-fact for such purpose. The awards or proceeds of any condemnation action shall be payable to the Association, to be held in trust or used for the benefit of the Owners.

I. Books, Records. Upon reasonable request of any Member, the Association shall be required to make available for inspection all books, records and financial statements of the Association, during regular business hours. Any copies requested by a Member shall be charged at a reasonable fee per copy as established by the Board from time to time. Notwithstanding the foregoing, none of the books, records or documents pertaining to any of the following matters may be examined or copied without the express approval of the Board:

1. information that pertains to personnel matters;

2. communications with legal counsel or attorney work product pertaining to potential, threatened or pending litigation, or other property-related matters;

3. information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;

4. information that relates to the enforcement of this Declaration, Bylaws or Rules of the Association against other Owners; and

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

ARTICLE IX. ASSESSMENTS

A. Operating and Reserve Funds. The Association shall establish an Operating Fund for financing the administration, governance and operation of the Association, Administrative Expenses, Common Expenses and other necessary costs and expenses of operating the Association and replacing, repairing and maintaining the Common Elements owned by the Association. The Association shall also establish a separate Reserve Fund for capital

expenditures not covered in the budget for ordinary operations. The Owners shall have no right to waive the annual reserve requirement established by the Board.

B. Types of Assessments. Each Owner, by accepting a deed to a Lot, is deemed to covenant and agree to pay to the Association the following assessments: (i) Annual Assessments; (ii) Initial Operating Assessments; (iii) Special Assessments; (iv) Lot Assessments; and (v) Membership Transfer Assessment. No Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Elements or by abandoning such Owner's Lot.

C. Uniform Rates for Annual and Special Assessments. Annual and Special Assessment rates shall be fixed at a uniform rate for all Lots.

D. Initial Implementation of Annual Assessments and Special Assessments. Notwithstanding anything to the contrary contained herein, Annual Assessments and Special Assessments shall initially be imposed or implemented against each Lot on the first to occur of initial occupancy of the residential dwelling constructed thereon or twelve (12) months after transfer of title to the Lot by the Declarant; provided, however, that the Declarant, in its discretion may charge an amount to be placed in the Reserve Fund at the time of initial sale of a Lot.

E. Annual Assessments. The Board shall estimate the Common Expenses for the maintenance, operation, management and other costs of the Association (including Administrative Expenses) and any and all property and improvements to be maintained, replaced, operated and managed thereby (which may include amounts, if any, for the Reserve Fund, as may be determined by the Board), and shall assess each Lot and its Owner an Annual Assessment equal to such Owner's estimated share thereof, as determined in accordance with Article IX Paragraph C hereof. The Association shall thereupon assess each Owner such Owner's share of the Common Expenses. The Annual Assessments shall be paid in accordance with the procedures set forth in the Rules. The standard of maintenance that is to be performed shall be that which is customary for similar master planned community developments.

The Declarant may pay, in its sole and absolute discretion, (a) an amount equal to the per Annual Assessment multiplied by the number of Lots owned by Declarant as of the first day of such year; or (b) an amount necessary to fund the actual difference between the Association's actual cost of operations for such year, and the amount of Annual Assessments assessed to Lot Owners for the year, in which event, such payment may be, in Declarant's discretion, characterized as a loan by the Declarant to the Association ("Declarant Loan"). Any Declarant Loan shall bear interest at the Prime Rate (as published from time to time in the Wall Street Journal) and the Association shall be obligated to repay the Declarant Loan to the Declarant upon demand.

F. Special Assessments. The Board may levy against Parcels encumbered by this Declaration, a Special Assessment to pay any necessary expenses not included in the annual operating budget and not projected to be paid out of the budgeted Operating Fund, and for any other purposes determined appropriate by the Board in furtherance to its functions hereunder.

G. Initial Operating Assessments. The Board may establish, levy and collect an Initial Operating Assessment against each Lot and its Owner(s) in such amount as determined by the Board from time to time. The Initial Operating Assessment is a one-time charge payable by the new Owner and due on the date a Lot is conveyed by Declarant to a third-party Owner. The Initial Operating Assessment may be utilized by the Association to pay Common Expenses, to fund Association operations, to fund capital improvements, and for such other purposes determined appropriate by the Board in furtherance of its functions hereunder. The Initial Operating Assessment is not in lieu of any other Assessments, and is not refundable when a Lot is transferred.

H. Lot Assessments. The Board may levy a Lot Assessment against any Owner(s) to reimburse the Association for costs incurred on behalf of the specific Lot assessed, including without limitation, costs associated with making repairs that are the responsibility of the Owner, costs of additional insurance premiums specifically allocable to an Owner, costs of any utility expenses chargeable to an Owner but not separately billed by the utility company, and all other fines and charges reasonably determined to be a Lot Assessment by the Board. Upon its determination to levy a Lot Assessment and prior to levying such Lot Assessment, the Board shall give the affected Owner(s) written notice and the right to be heard by the Board or a duly appointed committee thereof in connection with such Lot Assessment ten (10) days prior to the effective date of the levy of any Lot Assessment. The Board may levy a Lot Assessment in the nature of a fine reasonably determined by the Board against any Owner who violates the Rules or this Declaration, or who suffers or permits his/her family members, guests, invitees or tenants to violate such Rules or this Declaration. Any written notice provided by the Board to an Owner that the Board proposes to levy a Lot Assessment shall include all information required by Section 5312.11(C) of the Ohio Revised Code, as amended. Any Owner receiving such a written notice may request a hearing before the Board by delivering to the Board a written notice not later than ten (10) days after receiving a written notice from the Board, as provided in this Paragraph H. If an Owner fails to make a timely request for a hearing, the right to such hearing is waived and the Board may immediately impose and levy a Lot Assessment. If a hearing is timely requested by an Owner, such hearing shall be conducted and any Lot Assessment subsequently levied, in compliance with Section 5312.11(D) of the Ohio Revised Code, as amended.

I. Membership Transfer Assessment. Each time that there is a transfer for value of the fee simple interest in a Lot with a dwelling on it to a bona fide home purchaser, or in the case of a sale under a land installment contract, each time a land installment contract, for value, for a Lot with a dwelling on it is recorded, the purchasers of that Lot shall be assessed and there shall

immediately become due and payable to the Association upon conveyance of the Lot a Membership Transfer Assessment of in such amount as determined from time to time by the Board. The Membership Transfer Assessments may be utilized by the Association in furtherance of its purposes, is not in lieu of any other Assessments, and is not refundable when a Lot in transferred.

J. Remedies.

1. Late Charge; Acceleration. If any Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the Board or the Manager may charge interest at the lesser of the rate of twelve percent (12%) per annum or the highest rate permitted by law, together with an administrative collection charge to the Board or Manager as determined from time to time by the Board.

2. Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest thereon and any costs of collection, including reasonable attorney's fees shall become the personal obligation of the Owner(s) 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(s) personally obligated to pay any delinquent assessment. The Manager shall be authorized to commence such an action only with the advice and consent of the Board. An Owner's personal obligation for a delinquent Assessment shall also be the personal obligation of his/her heirs, successors and assigns in title who acquire an interest in the assessed Lot after any Assessment becomes due and payable, and both such Owner and his/her heirs, successor and 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 such lien.

3. Liens. All unpaid Assessments, together with any interest and charges thereon, administrative charges and costs of collection, shall constitute a continuing charge in favor of the Association and a lien on the Lot against which the Assessment was levied. If any Assessment remains unpaid for ten (10) days after it is due, then the Board may, subject to the provisions of Chapter 5312 of the Ohio Revised Code, as amended, authorize any officer or appointed agent of the Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest and costs, with the appropriate governmental office containing a description of the Lot which the lien encumbers, the name(s) of the Owner(s) thereof, the amount of the unpaid portion of the Assessment, and such other information as the laws of the State may require. The

certificate may be signed by any officer or authorized agent (including the Manager) of the Association. Upon the filing of the certificate, the subject Lot shall be encumbered by a continuing lien in favor of the Association. The Assessment lien shall remain valid for a period of five (5) years from the date such certificate is duly filed, unless the lien is re-recorded, or earlier released or satisfied in the same manner provided by the law of the State for the release and satisfaction of mortgages on real property, or unless the lien is discharged by the final judgment or order of any court having jurisdiction.

4. Subordination of Lien. The lien of the Assessments provided for herein shall be subject and subordinate to the liens for real estate taxes and assessments of political subdivisions and the lien of any duly executed first mortgage on the Lot recorded prior to the date on which such lien of the Association is perfected by recording a certificate of lien, and any holder of such first mortgage which comes into possession of a Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid Assessments against the mortgaged Lot which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor Owner.

5. Contested Lien. Any Owner who believes that an Assessment chargeable to that Owner's Lot, and for which a certificate of lien has been filed by the Association, has been improperly charged against that Lot, may bring an action in the Court of Common Pleas of Union County, Ohio for the discharge of that lien and/or a declaratory judgment that such Assessment was unlawful. The filing of such action shall not be grounds for an offset or to withhold payment. In any such action, if it is finally determined that all or a portion of the Assessment has been improperly charged to that Lot, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien and a refund of an Assessment or portion thereof determined to be unlawful.

6. Notice of Discharge. The Board shall, within a reasonable time following receipt of a written demand and for a reasonable charge, furnish a certificate signed by a designated representative of the Association, setting forth whether the Assessments on a specified Lot have been paid. This certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

7. Evidence of Lien. The lien of the Assessments may be foreclosed in the same manner as a mortgage on real property in any action brought by the Association.

K. Suspension of Vote and Use of Common Elements. If any Assessment or portion thereof, remains unpaid for thirty (30) days after it becomes due, then the delinquent Owner's voting rights upon Association matters and privileges to use the Common Elements, and to vote, as a Member of the Association, shall be suspended until such Assessment is paid. In any case, suspension of any such rights shall be subject to the right of an Owner, occupant, or their licensees or invitees, to necessary ingress and egress to and from that Owner's Lot.

L. Assignment and Pledge of Assessments. The Association may assign its rights to Assessments or the future income from Assessments.

ARTICLE X. MAINTENANCE

A. Maintenance by Association. The Association shall maintain and keep in good repair the Common Elements owned by the Association. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping and other flora, Buildings, and Improvements situated upon the Common Elements and all personal property used in connection with the operation of the Common Elements.

B. Maintenance by Owner. Each Owner or occupant shall repair, replace, and maintain in good order and condition, at his/her expense, all Improvements to, Buildings on, and equipment and components used in connection with his/her Lot. This maintenance responsibility includes, without limitation, promptly furnishing all necessary materials and performing or causing to be performed at his/her own expense all maintenance, repairs and replacements within such Building that, if omitted, would adversely affect the safety and usefulness of the Common Elements. To the extent not maintained by the Association, (i) each Owner shall maintain those portions of his/her Lot that are adjacent to any portion of the Common Elements, and (ii) each Owner shall be responsible for maintaining all flora and landscaping installed by such Owner. All such maintenance shall be in accordance with the Rules and the requirements set forth in this Declaration.

C. Right of Association to Maintain Property. If any Owner fails to maintain his/her Building and Improvements in the manner required herein, or if the Board determines that any maintenance of that Building and Improvements is necessary to ensure public safety, to permit reasonable use or enjoyment of the Common Elements by Owners, to prevent damage to or destruction of any other part of the Common Elements or to comply with the Rules or this Declaration, then the Board may authorize its employees or agents or the Manager to enter upon such Owner's Lot pursuant to the right of entry set forth in Article X Paragraph E hereof at any reasonable time to complete the necessary maintenance, and the Board may levy a Lot Assessment for all reasonable expenses incurred.

D. Right of Entry for Maintenance and Repair. The duly authorized employees, officers, agents and contractors of (i) the Association and (ii) the Manager shall each have a right

of entry and access to all Parcels encumbered by this Declaration for the purpose of enforcing and performing the Association's rights or obligations set forth in this Declaration. The Association and the Manager may enter upon any Parcel to remove or correct any violation of this Declaration or the Rules, or to maintain, repair, and replace the Common Elements, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Owner, except in cases of emergency.

E. Damage to Common Elements by Owner or Occupant. If the Common Elements is damaged by any Owner or occupant, his/her family, guests, or invitees, then the Board may levy a Lot Assessment against such Owner for the cost of repairing or replacing the damaged Common Elements. The Association is hereby granted a license and shall be entitled to enter upon all Parcels to repair or maintain any Common Elements adjacent to such Parcels, pursuant to the right of entry set forth in Article X Paragraph E hereof.

ARTICLE XI. COMMON ELEMENTS

A. All Common Elements within the Subdivision as delineated on any subdivision plat of the Property shall be and remain Common Elements in perpetuity and shall not be developed or used for any purpose other than as Common Elements for the benefit of all Owners and the Association, and in the case of Common Elements owned by the public at large.

B. No hunting, trapping or fishing shall be permitted on any Common Elements and the Association shall be authorized to post signs accordingly.

ARTICLE XII. MISCELLANEOUS

A. Term. This Declaration shall bind and run with the land for a term of thirty (30) years from and after the date this Declaration is filed for recording with the appropriate governmental office, and thereafter shall automatically renew for successive periods of ten (10) years each unless and until an election is made by the Board to terminate this Declaration.

B. Enforcement; Waiver. This Declaration and all provisions hereof may be enforced by any proceeding at law or in equity by the Declarant, the Design Review Board, any Owner, the Association, the Board, and their respective heirs, successors and assigns, against any person(s) violating, or attempting to violate, any covenant or restriction, to restrain and/or to enjoin violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without limitation reasonable attorneys' fees). Failure of the Declarant, the Design Review Board, the Association, the Board, or any Owner to enforce any provision of this Declaration or the Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Lot, each Declarant and Owner is deemed

to waive the defenses of laches and statute of limitations in connection with the enforcement of this Declaration or the Rules.

C. Amendments. Until the Turnover Date, Declarant may, in its sole and absolute discretion, unilaterally amend the provisions of this Declaration at any time and from time to time, without the consent of any other Owners or the Association. Any such amendment may impose covenants, conditions, restrictions and easements 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 any property in the Subdivision. After the Turnover Date, Declarant may unilaterally amend the provisions of this Declaration, without the consent of any other Owners, if such amendment is: (i) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order, (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots, (iii) necessary to conform to the requirements of the United States Federal Housing Administration or the Veterans Administration, or (iv) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Owner or Owners have thereof consented to such amendment in writing.

Before or after the Turnover Date, Declarant shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion, to subject all or any part of the Additional Property to the provisions of this Declaration at any time and from time to time by executing and recording with the Recorder's office of Union County, Ohio, an amendment to this Declaration specifying that such Additional Property is part of the Subdivision. Such an amendment shall not require the joinder or signature of the Association, other Owners, mortgagees, or any other Person. In addition, such amendments to this Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions 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.

After the Turnover Date, this Declaration may be amended or modified with the approval of Owners holding not less than seventy-five percent (75%) of the voting power of all Owners in the Association either in writing or in a meeting called for that purpose; provided, however, that the consent of Declarant shall be required for any amendment or modification which affects Declarant's rights hereunder, and further provided that the consent of all Owners shall be required for any amendment which effects a change in the voting power of any Owner, the method of allocating Common Expenses among Owners, or the fundamental purpose for which the Association is organized, or to terminate the provisions of this Declaration. Any amendment to this Declaration adopted with the aforesaid consent shall be executed with the same formalities as to execution as observed in this Declaration by the president and the secretary of the Association, and shall contain their certifications that the amendment was duly adopted in accordance with the requirements of this paragraph. Any amendment so adopted and executed shall be effective upon the filing of the same with the Recorder's office Union County, Ohio.

The Declaration may not be amended so as to eliminate the Association's responsibility to repair and maintain Common Elements in the Subdivision or to change or eliminate the requirement and obligation of the Lot Owners to be Members of and pay Assessments to the Association, and any amendment terminating and dissolving the Association shall require the unanimous consent of all Owners.

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

D. Declarant's Rights to Complete Development. The Declarant, shall have the right to: (a) complete development, construction, promotion, marketing, sale, resale and leasing of any Lot; (b) construct or alter Improvements on any property owned by the Declarant; (c) within the Subdivision, maintain model homes, offices for construction, sales or leasing purposes; storage areas, construction yards or similar facilities on any property owned by the Declarant or the Association; and (d) post signs incidental to development, construction, promotion, marketing, sale and leasing of property within the Subdivision. Further, the Declarant shall have the right of ingress and egress through the streets, paths and walkways located in the Subdivision 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 the Declarant or require the Declarant to obtain approval to: (i) excavate, cut, fill or grade any property owned by the Declarant, or to construct, alter, remodel, demolish or replace any Improvements on any Common Elements or any property owned by the Declarant as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or (ii) require the Declarant to seek or obtain the approval of the Board or the Design Review Board for any such activity or Improvement on any Common Elements or any property owned by the Declarant. Nothing in this Paragraph shall limit or impair the reserved rights of the Declarant as elsewhere provided in this Declaration.

E. Declarant's Right to Replat the Declarant's Property and Release Portions of the Property from the Declaration. The 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 the Declarant shall be the subject of any such amendment, alteration or replatting unless the owner(s) of such other real property that is to be affected by such replatting, alteration or amendment consents in writing to the same. Each Declarant, Owner and Member and the Association, 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. In addition, Declarant shall have the unilateral right to release any portion of the Property in connection with the filing of any subdivision plat, dedication of public rights-of-way, and/or any conveyance to a public or quasi-public authority.

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

1. any amendment of this Declaration or the Bylaws;

2. any termination of the Association; and

3. any default under this Declaration which gives rise to a cause of action by the Association against the Owner of the Parcel 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 Parcel shall be entitled, upon request and at such mortgagee's expense, to inspect the books and records of the Association during normal business hours, subject to the limitations contained in Article VIII Paragraph H hereof.

G. Indemnification. The Association shall indemnify every Board member, officer and trustee thereof and the Design Review Board and each member thereof against any and all claims, liabilities, expenses, including attorney's fees reasonably incurred by or imposed upon any officer, trustee or board member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board), to which he/she may be a party by reason of being or having been an officer, trustee or board member. The Board members, officers and trustees of the Association and the members of the Design Review Board shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The Board members, officers and trustees of the Association shall have no personal liability with respect to any contract or other commitment made by them in good faith, on behalf of the Association (except to the extent that such Board members, officers or trustees may also be Members of the Association), and the

Association shall indemnify and forever hold its Board members, officers and trustees free from and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any Board or Design Review Board member, officer or trustee, or former Board or Design Review Board member, officer or trustee, may be entitled.

H. 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.

I. 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.

J. Notices. Notices to an Owner shall be given in writing, by personal delivery, at the property owned, 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, as shown on the tax duplicate for the Parcel, or as otherwise designated in writing by the Owner.

[Signature Page Follows]

IN WITNESS WHEREOF, Romanelli and Hughes Building Company, as the Declarant, has caused this Declaration to be executed by its duly authorized signatory as of the day and year first above written.

ROMANELLI AND HUGHES BUILDING COMPANY, an Ohio corporation

By: _____
Vincent Romanelli, President

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Vincent Romanelli, President of Romanelli and Hughes Building Company, an Ohio corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the date and year aforesaid.

_____
Notary Public

LIST OF EXHIBITS

EXHIBIT A	Description of the Property
EXHIBIT B	Landscape Plan
EXHIBIT C	Bylaws of the Lark Ravine Association

EXHIBIT A

Description of the Property

TO BE ADDED ONCE PLATTED

EXHIBIT B

LANDSCAPE PLAN

[See Attached]

Exhibit F1 - Landscape Key Plan
Lark Ravine - Detailed Development Plan
Romanelli & Hughes
EXISTING HOME
TO REMAIN
±2.23 AC.
SEE EXHIBIT F4,
FOR MORE INFORMATION
SEE EXHIBIT F3,
FOR MORE INFORMATION
SEE EXHIBIT F2,
FOR MORE INFORMATION
PRESERVE EXISTING
TREES TO GREATEST
EXTENT POSSIBLE
BK. TREE (TYP.)
POND
FINCH HOLLOW

Exhibit F2 - Northern Landscape Enlargement
PLANT LIST
CODED LANDSCAPE NOTES
LANDSCAPE KEY PLAN
FINCH HOLLOW
POND
SEE EXHIBIT F3 FOR MORE INFORMATION
SEE EXHIBIT F4 FOR MORE INFORMATION
Lark Ravine - Detailed Development Plan
Romanelli & Hughes

Exhibit F3 - Southern Landscape Enlargement
PLANT LIST
CODED LANDSCAPE NOTES
LANDSCAPE KEY PLAN
Romanelli & Hughes
Lark Ravine - Detailed Development Plan
MITCHELL-DEWITT ROAD
SEE EXHIBIT G1 FOR THE FRONTAGE ENLARGEMENT
SEE EXHIBIT H FOR NOISE MITIGATION
POND
18
19
20
21
22
1
2
3
4

Exhibit F4 - Central O.S. Landscape Enlargement

Exhibit G1 - Frontage Enlargement
Lark Rayline - Detailed Development Plan
Romanelli & Hughes
PLANT LIST
LANDSCAPE KEY PLAN
CODED LANDSCAPE NOTES

Exhibit G2 - Entry Feature Details
LANDSCAPE KEY PLAN
CODED LANDSCAPE NOTES
4 RAIL BOARD FENCE
PLAN VIEW
FRONT VIEW
SIDE VIEW
Lark Ravine
Lark Ravine - Detailed Development Plan
Romanelli & Hughes

Exhibit G3 - Site Details
Lark Ravine - Detailed Development Plan
Romanelli & Hughes
STAKING PLAN/DETAIL
A DECIDUOUS TREE
STAKING PLAN/DETAIL
D EVERGREEN TREE
SECTION
PLAN
B PERENNIALS & GROUNDCOVER
C SHRUB

Exhibit G4 - Site Details II
Lark Ravine - Detailed Development Plan
Romanelli & Hughes
PLAN VIEW - ROOF
FRONT ELEVATION
SIDE ELEVATION
A CONCEPTUAL MAIL KIOSK
B FOUNTAIN (OR OWNER-APPROVED EQUAL)
Easy Installation
Included Control Panel

EXHIBIT C

BYLAWS
(CODE OF REGULATIONS)
OF
THE LARK RAVINE HOMEOWNERS' ASSOCIATION, INC.

SECTION I: NAME AND LOCATION

The name of this Ohio non-profit corporation shall be Lark Ravine Homeowners' Association, Inc. (the "Association"), which was created by Romanelli and Hughes Building Company, an Ohio corporation, ("Declarant"), pursuant to the provisions of Ohio Revised Code Chapter 1702 in connection with the creation of a master planned community known as "Lark Ravine" (the "Lark Ravine Planned Community"). The purposes of the Association are set forth in the Articles of Incorporation for the Association (the "Articles") filed with the Ohio Secretary of State and include being and acting as an association of the owners of the residential lots in a development known as and referred to herein as "Lark Ravine". The Association shall also serve as the "owners association" as that term is defined in Chapter 5312 of the Ohio Revised Code.

The principal office of the Association shall be as set forth in its Articles of Incorporation (the "Articles") filed with the Secretary of State of Ohio, and the place of meetings of Owners and of the Board of the Association (the "Board") shall be as set forth herein.

SECTION II: DEFINITIONS

All of the terms used herein that are not otherwise defined shall have the same meanings as set forth in the Declaration of Covenants, Easements, Assessments, Conditions, Restrictions and Bylaws (the "Declaration"), recorded simultaneously with these Bylaws with the Recorder of Union County, Ohio.

SECTION III: ASSOCIATION

1. Membership in Association. Membership in the Association shall consist of the Declarant and the Owner Members, as further provided in Article VII, Paragraph A of the Declaration, who shall collectively be referred to herein as the "Members".

2. Organization of Association. The Association shall be organized as a nonprofit corporation pursuant to Chapter 1702 of the Ohio Revised Code and to serve as an "owners' association" as that term is defined in Chapter 5312 of the Ohio Revised Code (the "Planned Community Statute") as now in effect and as may be amended from time to time.

3. Declarant Control. Declarant shall control the Association from the time it is established until the earlier to occur of (i) the sale by Declarant of the last residential lot owned by Declarant in the single family subdivisions planned for the Lark Ravine Planned Community

(whether or not developed), or (ii) the waiver by the Declarant of its exclusive voting rights (the "Turnover Date"). Until the Turnover Date, the Declarant or the Declarant's designee may appoint and remove all members of the Board.

4. Association. The Association shall administer the Lark Ravine Planned Community, and the Board shall exercise all power and authority of the Association. On the Turnover Date, the Board shall be elected by the Members.

5. Annual Meetings of the Association. Except prior to the Turnover Date, the Board shall call regular annual meetings of the Members on a date and at a location within Union County, Ohio and at an hour established by the Board, provided that, in any event, there shall be no more than fourteen (14) months between annual meetings of the Members.

6. Special Meetings of the Association. Special meetings of the Association may be called at a location within Union County, Ohio, and at any time by the President, a majority of the Board, or Members representing fifty percent (50%) of the voting power of the Association.

7. Notice of Meeting of Members. The Secretary or person authorized to call the meeting will provide for written notice of each meeting of Members by mailing a copy of such notice, postage prepaid, at least five (5) days before such meeting, to each Member. Alternatively, personal delivery of a copy of that notice to the appropriate address at least five (5) days before the meeting is acceptable service of the notice. The notice shall be addressed to the Member's address either (a) last appearing on the books of the Association or (b) last supplied by that Member to the Association for the purpose of notice, whichever is most recent. The notice shall specify the date, place, and hour of the meeting. Additionally, for special meetings, the notice shall indicate the specific purposes of the meeting, and, in the case of special meetings called by the petition and written request of Members, the specific motion or motions (other than procedural) to be voted upon must be indicated in the notice.

8. Conduct of Meetings of Members. The Board shall conduct all meetings of the Members, and the President of the Association shall preside over the same, unless otherwise directed by the Board.

9. Quorum. The Members present, in person or by proxy, at any duly called and noticed meeting of the Association, shall constitute a sufficient quorum for that meeting.

10. Voting Rights. The Members of the Association shall not have any right to vote on any matter pertaining to the Declaration or the Association, except as otherwise provided in the Declaration, these Bylaws or required by law. The Association shall be governed and controlled exclusively by the Association Board, who shall have and possess all voting rights and control hereunder.

11. Voting Power. Except as otherwise provided in the Declaration and these Bylaws or by law, a simple majority of the voting power of Members entitled to vote on any matter that

may be determined by the Members at any duly noticed and conducted meeting shall be sufficient to determine the matter voted upon.

12. Proxies. At any meeting of Members, a Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the meeting. A telegram or facsimile appearing to have been transmitted by a Member or a photographic, photocopy, or equivalent reproduction of a writing is sufficient to appoint a proxy. An electronic mail notice of proxy appointment, delivered to the Secretary, shall be sufficient notice of proxy if that Member previously provided the Association a personally signed document verifying that the electronic mail address from which the proxy notice was received is, in fact, the Member's. Every proxy shall be revocable and shall automatically cease upon conveyance of that Member's fee simple interest in a Parcel. Every proxy shall cease to be valid after the expiration of eleven months after its making unless the proxy specifies a specific date on which it is to expire or a specific length of time it is to continue in force.

13. Participation at Meetings. Meetings of the Members shall be open to all Members unless specified by direction of the Board otherwise in the notice of meeting. The Board, in its sole discretion, may exclude from attendance at a meeting of the Members, Members and their agents and representatives (other than Declarant and its successors and assigns so long as Declarant owns a Parcel in the Lark Ravine Planned Community) in these instances:

(a). A determination by the Board that the Member has a threatened or pending adverse interest to the interests of the Association, or the Board, or any member of the Board, or any officer, employee, committee member, or agent of the Association, in such Person's capacity as such, if a subject of the meeting will be a discussion of a vote with regard to such adverse interest; or

(b). for any other reason deemed by the Board, from the standpoint of the Association's best interests, to be of sufficient merit that attendance and participation at a meeting by such Member would not be in the Association's best interests;

provided, that nothing contained in this Section shall preclude or exclude a Member from voting by proxy, on any matter properly voted upon at that meeting by Members.

14. Member 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 or their proxies having not less than seventy-five percent (75%) of the voting power of all Members, or such greater proportion of the voting power as may be required by the Declaration and Bylaws or by law.

SECTION IV: BOARD OF DIRECTORS

1. Initial Directors and Replacements. The initial Directors shall be three (3) persons named by the Declarant as the initial Directors in a separate action. Until the Turnover Date, all Directors of the Board shall be appointed by the Declarant, or the Declarant may elect to act as the Board, or it may appoint a managing agent to act as the Board on its behalf. No Member, other than Declarant shall have voting rights in Association matters until the Turnover Date. The Declarant reserves the right, at any time, to have the Members elect any or all Directors and for Declarant to turn over the functions or operation of the Association to the elected Directors.

2. Successor Directors. On or about the Turnover Date, all current Directors shall resign, either in person or in writing, and at all times thereafter all Directors shall be elected by the Members. The Directors so elected shall take office at an organizational meeting immediately following the Turnover Date. Each Director of the Association shall hold office for a three (3) year term; provided that the one initial Director of the Association elected by the Members shall be elected to a one (1) year term, one initial Director of the Association elected by the Members shall be elected to a two (2) year term, and the one initial Director of the Association elected by the Members shall be elected to a three (3) year term, in order that the terms of one-third (1/3) of all Directors of Association expire annually. In the initial election of Directors by the Members, the candidate nominated for election by the Members receiving the most votes shall be elected to a three (3) year term, the candidate nominated for election by the Members receiving the second highest number of votes shall be elected to a two (2) year term, and the candidate nominated for election by the Member's receiving the third highest number of votes shall be elected to the one (1) year term.

3. Removal. Excepting only Directors named in the Articles or selected or designated by Declarant, any Director duly elected may be removed from the Board by vote of the Members. In the event of the death, resignation, or removal of a Director other than one named in the Articles or a substitute to the same selected by the Declarant, that Director's successor shall be elected by the Members, and such successor 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.

Until the Turnover Date, Declarant shall have the sole right to remove, with or without cause, any Director designated in the Articles, or a substitute selected by the Declarant. Likewise, the Declarant may select the successor of any Declarant-selected Director who dies, resigns, is removed, or leaves office for any reason before the election of Directors by the Association.

4. Qualification. To qualify for election as a Director (other than being selected by the Declarant), the prospect must be an individual who is an Owner or co-Owner of a Parcel or the spouse of an Owner or co-Owner of a Parcel. Further, that Owner or co-Owner of a Parcel or such spouse must not then be delinquent in the payment of any obligation to the Association or

be an adverse party to the Association, its Board, or any member of the Board (in that member's capacity as a Board member) in any litigation.

5. Compensation. No Director shall receive compensation for any service rendered to the Association as a Director. However, any Director may be reimbursed actual and reasonable expenses incurred in the performance of duties as a Director.

6. Regular Meetings. Regular meetings of the Board shall be held on such dates and at such places and times as may be fixed from time to time by resolution of the Board, but not less than quarterly.

7. Special Meetings. Special meetings of the Board shall be held when called by the President of the Board, by a majority of the Directors or by Members representing fifty per cent (50%) of the voting power in the Association, after not less than three (3) days' notice to each Director, at such places and times as determined at the time of calling such special meeting.

8. Quorum. The presence at any duly called and noticed meeting of Directors consisting of a simple majority, in person, by proxy, and/or by participation by any method of communication, in accordance with Section 11 below.

9. Attendance of Owners at Board Meetings. No Owner other than a Director may attend or participate in any discussion or deliberation at a meeting of the Board unless the Board expressly authorizes that Owner to attend or participate.

10. Voting Power. Each Director shall be entitled to a single vote, and, except as otherwise provided in the Declaration and Bylaws or by law, vote of a simple majority of the Directors voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present, shall be sufficient to determine that matter.

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

12. Action in Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Directors. Any written vote or approval shall be filed with the minutes of the meetings of the Board.

13. Powers, Duties and Authority. The Board may act in all instances on behalf of the Association unless otherwise provided in the Declaration and Bylaws and without limiting the generality of the foregoing, the Board shall have the right, power, and authority to:

(a). take all actions deemed necessary or desirable to comply with or to cause compliance with all requirements of law and the Declaration and Bylaws;

(b). obtain insurance coverage and bonds in amounts no less than that required pursuant to these Bylaws and the Declaration;

(c). enforce the covenants, conditions, and restrictions set forth in the Declaration;

(d). repair, maintain, and improve the Common Elements;

(e). establish, enforce, levy, and collect Assessments as provided for in the Declaration and adopt, publish, and enforce rules and regulations concerning the same;

(f). adopt and publish rules and regulations governing the use of the Common Elements and the personal conduct of Owners, and their tenants and guests on the same owned by the Association;

(g). suspend the voting privileges and use of recreational facilities of an Owner during any period in which the Owner shall be in default in the payment of any Assessment required by such Owner;

(h). 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;

(i). subject to such approvals, if any, as may be required pursuant to the provisions of the Declaration and these Bylaws, authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association, including, without limitation: management agreements, and purchase agreements on such terms and conditions as the Board in its sole discretion may determine, subject to the Declaration;

(j). cause excess funds of the Association to be invested in such reasonable investments as the Board may from time to time determine;

(k). borrow funds, as needed, enter into loan documents, and pledge such security and rights of the Association as might be necessary or desirable to obtain any such loan; and

(l). do all things and take all actions permitted to be taken by the Association by law or the Declaration and these Bylaws not specifically reserved to others.

14. Duties. It shall be the duty of the Board, on behalf of the Association, to:

(a). cause to be kept a complete record of all its acts and corporate affairs, including correct and complete books and records of account that specify receipts and expenditures relating to Common Elements and other common receipts and expenses, records showing the allocation, distribution, and collection of common profits, losses, and expenses among and from Owners, minutes of meetings of the Members and meetings of the Board, and records of the names and addresses of Members;

(b). present the latest available financial statement of the Association to the Members at each annual meeting of Members, or at any special meeting when requested in writing by Members representing a majority of the voting power of Members;

(c). supervise all officers, agents, and employees of the Association and verify that their duties are properly performed;

(d). prepare or cause an estimated annual budget to be prepared;

(e). as more fully provided in the Declaration, establish, levy, enforce, and collect Assessments;

(f). procure and maintain insurance and bonds, as provided in the Declaration and as the Board deems advisable;

(g). maintain the Lark Ravine Planned Community property, subject to the Association's jurisdiction, within the scope of authority provided in the Declaration;

(h). cause the restrictions created by the Declaration to be enforced; and

(i). take all other actions required to comply with all requirements of law and the Declaration and Bylaws.

15. Delegation of Authority; Management; Contracts. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense; provided, however, that any agreement for professional management shall be terminable by either party without cause and without penalty upon not less than thirty (30) nor more than ninety (90) days prior notice; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing, provided that, in the case of any professional management contract entered into before the Turnover Date, the contract must give the Association the right to terminate it without cause and without penalty at any time after the Turnover Date.

Subject to the foregoing, nothing contained in these Bylaws shall preclude Declarant or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Board if there is no managing agent, shall have the authority to enter into contracts with Declarant or an affiliate of Declarant (as defined by an institutional first mortgagee or an agency or organization which purchases, insures, or guarantees first mortgages) for goods, services, or for any other thing, including, but not limited to contracts for maintenance and repair services, provided the same are bona fide and commercially reasonable to the Association. In any case, no management contract or agreement by the Association executed prior to the Turnover Date shall extend subsequent to that assumption of control unless renewed by the Board pursuant to the provisions of these Bylaws.

SECTION V: OFFICERS

1. Enumeration of Officers. The officers of this Association shall be a President, a Secretary, a Treasurer, and any other officers as the Board may from time to time determine. No officer need be an Owner, Member or Director of the Association. The same person may hold more than one office.

2. Selection and Term. Except as otherwise specifically provided in the Declaration or these Bylaws, the officers of the Association shall be appointed by the Board to serve until the Board appoints their successors. There is no set term for any officer.

3. Special Appointments. The Board may appoint any other officers as the affairs of the Association may require; each of whom shall hold office for the period, have the authority, and perform the duties determined by the Board.

4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect when the notice is received or at any later time specified in the notice. The acceptance of a resignation shall not be necessary to make it effective.

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

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

(b). Secretary. The Secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Members. Further, the Secretary shall serve notice of meetings of the Board and of the Members and keep appropriate current records showing the names of Members of the Association together with their addresses.

(c). Treasurer. The Treasurer shall receive, deposit (in bank accounts and investment of funds in other vehicles as the Board directs), and disburse funds as directed by the Board. Further, the Treasurer shall keep proper books of account, prepare a proposed annual budget, and finalize statements of income and expenditures to be presented to the Members at annual meetings.

SECTION VI: COMMITTEES

The Board may appoint such committees as it deems appropriate in carrying out its purposes.

SECTION VII: BOOKS AND RECORDS

The books, records, and financial statements of the Association, including current copies of the Declaration, Bylaws, and effective rules and regulations, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Owners, Members, lenders, and the holders, insurers, and guarantors of first mortgages on Parcels, pursuant to reasonable standards established from time to time by the Board by rule, including, but not limited to, standards governing the type of documents that are subject to examination and copying, the times and locations at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents; provided, further, that the Board shall not be required to permit the examination and copying of materials and information permitted to be excluded from examination and copying under the Declaration, or the disclosure of which is prohibited by other laws of the State of Ohio or of the United States of America. Likewise, during normal business hours or under other reasonable circumstances, the Association shall make available to prospective purchasers current copies of the Declaration, Bylaws, Articles, effective rules and regulations, and the most recent annual audited financial statement, if such is prepared.

Within thirty (30) days after an Owner obtains a Parcel, the Owner shall provide the Board with the home address, home and business mailing addresses, and home and business telephone numbers of the Owner of the Parcel, as well as the name, business address, and business telephone number of any person who manages the Owner's Parcel as an agent of that Owner. In addition, within thirty (30) days after a change in any of the above information, an Owner shall notify the Association, through the Board, in writing of such change. When the Board requests, an Owner shall verify or update the information listed in this paragraph.

SECTION VIII: FISCAL YEAR

Unless otherwise changed by the Board, each fiscal year of the Association shall begin on the first day of January and terminate at the end of the 31st day of December of that year, except that the first fiscal year shall begin on the date of incorporation of this Association and terminate at the end of the next following 31st day of December.

SECTION IX: ADMINISTRATIVE EXPENSES

In accordance with the Declaration, all costs the Association incurs in the administration, governance, and maintenance of the Lark Ravine Planned Community are Administrative Expenses and the manner of collection thereof shall be as provided in the Declaration.

SECTION X: INDEMNIFICATION

1. Third Party Actions. The Association shall indemnify any individual who is or was a party or is threatened to be made a party to any threatened, pending, or completed civil, criminal, administrative or investigative action, suit, or proceeding, including all appeals, other than an action, suit or proceeding by or in the right of the Association, by reason of the fact that the individual is or was a director, officer, employee, or volunteer of the Association, against expenses (including reasonable attorney's fees), judgments, fines, penalties, and amounts paid in settlement actually and reasonably incurred by that individual in connection with such action, suit or proceeding, if that individual acted in good faith and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, if that individual had no reasonable cause to believe that individual's conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not create, of itself, a presumption that the individual did not act in good faith and in a manner which that individual reasonably believed to be in or not opposed to the best interest of the Association and, with respect to any criminal action or proceeding, a presumption that the individual had reasonable cause to believe that the individual's conduct was unlawful. Notwithstanding the foregoing, no indemnification shall be made in respect of (a) any claim, issue, or matter as to which such individual is finally adjudged to be liable for negligence or misconduct in the performance of that individual's duty to the Association unless, and only to the extent that the court in which such action or suit was brought determines, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, such individual is fairly and reasonably entitled to indemnity for such expenses such court considers proper, or (b) any action or suit in which a Director is found liable only pursuant to the provisions of Section 1702.55 of the Ohio Revised Code, as amended.

2. Derivative Actions. The Association shall indemnify any individual who is or was a party, or threatened to be made a party, to any threatened, pending, or completed action or suit, including all appeals, by or in the right of the Association to procure a judgment in its favor, by reason of the fact that the individual is or was a director, officer, employee, or volunteer of the Association, against expenses or settlement of such action or suit, if the individual acted in good faith, and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of (a) any claim, issue, or matter as to which such individual is finally adjudged to be liable for negligence or misconduct in the performance of that individual's duty to the Association unless, and only to the extent that the court in which such action or suit was brought determines, upon application, that, despite the adjudication of liability but in view of all the circumstances of the

case, such individual is fairly and reasonably entitled to indemnity for such expenses such court considers proper, or (b) any action or suit in which a Director is found liable only pursuant to the provisions of Section 1702.55 of the Ohio Revised Code, as amended.

3. Other Determinations of Rights. Unless ordered by a court, any indemnification under paragraphs 1 and 2 of this Section X shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the director, officer, employee or volunteer is proper under the circumstances because that individual has met the applicable standard of conduct set forth in paragraphs 1 and 2 of this Section X. Such determination shall be made in any one of the following manners: (a) by a majority vote of a quorum consisting of Directors who were not and are not parties to or threatened with the action, suit or proceeding referred to in paragraphs 1 and 2 of this Section X, or (b) by the Members by simple majority vote.

4. Indemnification of Agents and Others. The Association may, from time to time, and in its sole discretion, indemnify any individual who is or was an agent, or other authorized representative of the Association, other than those described under paragraphs 1 and 2 of this Section who may be indemnified, or is or was serving at the request of the Association as director, officer, or employee of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against any liability asserted against that individual or incurred by that individual in any such capacity or arising out of that individual's status as such, in the same manner and to the same extent as provided herein for Directors, officers, employees, and volunteers of the Association.

5. Advances of Expenses. Reasonable expenses of each individual indemnified herein incurred in defending a civil, criminal, administrative, or investigative action, suit, or proceeding (including all appeals), or threat thereof, may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Directors, whether a disinterested quorum exists or not, upon receipt of an undertaking by or on behalf of such individual, to repay such amount, if it is ultimately determined that that individual is not entitled to be indemnified by the Association.

6. Nonexclusiveness; Heirs. The foregoing rights of indemnification are not exclusive, shall be in addition to any other rights granted to those seeking indemnification as a matter of law, or under the provisions hereof, any lawful rules or regulations, any agreement, vote of members or disinterested Directors, or otherwise, both as to actions in their official capacities and as to actions in another capacity while holding their offices or positions, shall continue as to an individual who has ceased to be a Director, officer, employee, member, agent, or volunteer, and shall inure to the benefit of the heirs, executors, and administrators of such an individual.

7. Purchase of Insurance. Commencing not later than the time of the first conveyance of a Parcel to a person other than Declarant, the Association shall maintain all of the following to the extent reasonably available and applicable:

(a). Except as otherwise permitted in the Declaration, property insurance on the Common Elements owned by the Association;

(b). Except as otherwise permitted in the Declaration, liability insurance pertaining to the Common Elements owned by the Association;

(c). Directors and officers liability insurance.

The Association shall purchase and maintain insurance, or furnish similar protection, including, but not limited to, trust funds, letters of credit, or self-insurance, for or on behalf of any individual who is or was a Director, officer, agent, employee, or volunteer of the Association, or is or was serving at the request of the Association as a director, officer, employee, member, manager, agent or volunteer of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against any liability asserted against that individual or incurred by that individual in any such capacity, or arising out of that individual's status as such, whether or not the Association would have the power to indemnify that individual against such liability under the provisions of this Section or of the Ohio non-profit corporation law.

SECTION XI: AMENDMENTS

Any modification or amendment of these Bylaws shall be made only by means of an amendment to the Declaration, in the manner and subject to the approvals, terms, and conditions set forth in the Declaration. Those amendments shall be effective from the time a certificate setting forth such modification or amendment is recorded with the Union County, Ohio Recorder.

SECTION XII: DURATION

The Association shall exist so long as the provisions of the Declaration are applicable to the Property.