

**DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND RESERVATION OF EASEMENTS FOR
WALDEN SPRINGS HOMEOWNERS' ASSOCIATION**

Declarant, Walden Springs Development, LLC, an Ohio limited liability company, is the owner of certain real estate in Butler County, Ohio, described in Exhibit "A", attached hereto and incorporated herein (hereinafter referred to as the "Property").

Declarant hereby declares that the Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions and reservation of easements herein, which are for the purpose of protecting the value and desirability of and which shall run with the Property submitted hereunder or Additional Land which may subsequently be added, and shall be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns, and shall inure to the benefit of each Owner.

GENERAL PROVISIONS

I. DEFINITIONS

As used in this Declaration, the following terms have the meanings set forth below:

"Annual Assessment" means the amount to be paid to the Association by each Owner annually, as provided in Article IX, Paragraph D.

"Assessments" means, collectively, the Annual Assessments, the Special Assessments, and the Lot Assessments.

"Association" means the legal entity (and its successors and assigns) formed for the purpose of owning, maintaining, repairing and managing the Common Property, maintaining insurance with respect to the Common Property and maintaining and repairing certain elements located in individually owned areas of the Property on behalf of the Owners as set forth herein. The Association shall be named Walden Springs Homeowners' Association, and shall be formed as an Ohio non-profit corporation or other non-profit entity.

"Association Documents" means the formative documents of the Association, consisting of the articles of incorporation, Code of Regulations and any and all procedures, rules, regulations or policies adopted by the Association, or comparable formative documents if the Association is not a corporate entity.

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

"Builder" means any party who acquires one or more developed Lots from Developer for the purpose of resale to an Owner or for the purpose of constructing improvements thereon for resale to an Owner.

"Code of Regulations" means the Second Amended and Restated Code of Regulations of Walden Springs Homeowners' Association attached hereto as Exhibit C.

"Common Expenses" means expenses incurred in maintaining, repairing and managing the Common Property and maintaining insurance with respect to the Common Property.

"Common Property" or "Open Space" means all real and personal property now or hereafter acquired, pursuant to this Declaration or otherwise, and owned by the Association for the common use and the enjoyment of the Owners, including but not limited to any common landscaping, street lights, decorative street posts, entry walls, open space, common driveways, bridges, bicycle paths, storm sewer pipes, catch basins, headwalls, manholes, detention/retention facilities and low flow gutters located on the real property owned by the Association. The Common Property includes all portions of the Property other than the Lots and dedicated streets, including the Ponds.

"Conservation Easement Areas" means those areas designated as Conservation Easement Areas on the recorded plat of the Subdivision.

"Design Review Board" means the board established pursuant to Article V, Paragraph A.

"Developer" means Walden Springs Development, LLC, and any manager, general partner, shareholder, successor or assign thereof to which Developer specifically assigns any of its rights under this Declaration by a written instrument.

"HOA Drainage Easements" means those easements designated as HOA Drainage Easements on the recorded plat of the Subdivision.

"Improvements" means all man-made or man-installed alterations to the Property which cause the Property to deviate from its natural condition, including but not limited to buildings, outbuildings and garages; overhead, aboveground and underground installations, including, without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; storm sewer pipes, catch basins, headwalls, manholes, detention/retention facilities and low flow gutters; flagpoles; swimming pools, basketball backboards and hoops, swing sets, playground equipment and tennis courts; slope and drainage alterations; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches, trees, hedges, shrubs and other forms of landscaping, and all other structures of every type.

"Lot" means a discrete parcel of land identified upon the recorded plat of the Subdivision and any other discrete parcel of land designated by Developer, excluding the Common Property and any portion of the Property dedicated for public use.

"Lot Assessment" means an assessment that the Board may levy against one or more Lots to reimburse the Association for costs incurred on behalf of those Lot(s), including, without limitation, costs associated with making repairs that are the responsibility of the Owners of those Lots; 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 charges reasonably determined to be a Lot Assessment by the Board.

"Manager" means the person or entity retained by the Board to assist in the management of the Association as set forth in Article VIII, Paragraph F.

"Member" means any person or entity entitled to membership in the Association as provided for in Article VII.

"Owner" means the record owner, whether one or more persons or entities, of fee simple title to a Lot, excluding Developer.

"Ponds" means the ponds shown on the Site Plan, which are part of the Common Property or part of a Lot which pond shall be maintained by the Association for detention / retention purposes.

"Property" means the real property described in Exhibit A, hereto and such additional real property as may be annexed by amendment to this Declaration, or that is owned in fee simple by the Association, together with all easements and appurtenances thereto.

"Reserve Fund" means the Reserve Fund established pursuant to Article IX, Paragraph A.

"Rules" means the rules and regulations governing use of the Property and the Common Property, as may be established by the Board from time to time pursuant to Article VIII, Paragraph D.

"Site Plan" means the site plan of the Subdivision which is attached hereto as Exhibit B.

"Special Assessment" means an assessment levied by the Association against all Lots pursuant to Article IX, Paragraph E.

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

"Subdivision" means Walden Springs Subdivision, and such additional sections or phases of Walden Springs Subdivision as are hereafter subjected to this Declaration as contemplated by Article II, Paragraph A.

"Turnover Date" means the first date as of which Developer has conveyed all of the Lots in the Subdivision, or, if applicable, such earlier date as of which Developer relinquishes its right under the Association Documents to appoint any members of the Board.

II. APPLICABILITY

A. This Declaration shall apply to the entire Property. If Developer acquires and/or develops additional parcels adjacent to the Property, in proximity to the Property and/or part of an overall development plan including the Property, Developer may annex said additional parcels to, and declare them to be, subsequent sections or phases of Walden Springs Subdivision. Upon such annexation, Developer shall have the right, but not the obligation, to subject such annexed parcels to the terms and conditions of this Declaration. Developer may subject annexed parcels to this Declaration without modification, or Developer may supplement and amend this Declaration as it applies to such additional sections or phases of development. Such additional sections or phases of development may be used for single-family residential, multi-family residential, commercial or mixed-use purposes. As to each additional section or phase of Walden Springs Subdivision, Developer may re-record this Declaration with an attached exhibit which modifies and/or supplements this Declaration with respect to such section or phase, or Developer may incorporate this Declaration by reference into a supplemental declaration which establishes the modifications and/or supplemental provisions desired by Developer to be applicable to such section or phase. The modifications and/or supplemental provisions applicable to different sections or phases of Walden Springs Subdivision may be comparable to, more restrictive or less restrictive than the parallel provisions applicable to other sections or phases, as determined to be appropriate by Developer 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.

B. Developer shall create the Association for the purpose of carrying out and performing certain obligations as described herein. The Association shall be formed and shall operate in accordance with the terms and conditions of, and shall be subject to, this Declaration. Developer or the Association may create sub-associations or equitably allocate the governance of the Association with respect to discrete portions of the Subdivision, whether related or connected by geography, product type, property type or such other characteristics as Developer or the Association may reasonably determine.

III. GOALS

The easements, covenants, conditions and restrictions 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 Property;
- C. Preservation, beautification and maintenance of the Property and all Improvements; and
- D. Establishment of requirements for the development and use of the Property.

DEVELOPMENT & USE RESTRICTIONS

IV. USE RESTRICTIONS

A. Use of Lots. Except as otherwise permitted herein, each Lot shall be occupied and used exclusively for single-family, residential purposes and purposes customarily incidental to a single-family residence. No Improvements may be constructed on any Lot until and unless the plans therefor have been approved by the Design Review Board (or Developer if no Design Review Board has been established).

B. Use of Common Property. Any Common Property may be used only in accordance with the purposes for which it is intended and for any reasonable purposes incidental to the residential use of a Lot. All uses of the Common Property 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, and the Rules. Without limiting the generality of the above provisions of this Paragraph, no Owner shall remove, cut, trim, transplant or otherwise disturb any of the trees on the Common Property.

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 Property that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common 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 Developer from construction activities consistent with its residential construction practices.

D. No signs of any character shall be erected, posted or displayed upon the Property, except: (i) marketing signs installed by Builder while marketing the Lots for sale; (ii) street and identification signs installed by the Association or Developer; (iii) one temporary real estate sign on each Lot that is for sale similar in character to the marketing signs installed by Builder and approved by Developer, not to exceed six square feet in area, advertising that such Lot is for sale; and (iv) identification and warning signs installed by the Association with respect to the Ponds.

E. Animals. No animals, livestock or poultry of any kind shall be raised, bred, accepted or permitted to remain on any Lot, except that each Lot shall be permitted dogs, cats or other ordinary domesticated household pets not totaling more than three (3), provided that they are not kept, bred or maintained for any commercial purposes. Household pets shall not be permitted to reside outside of the principal residence between dusk and dawn, nor shall they be permitted to create a nuisance by residing on the Property, as determined by the Board.

F. Nuisances. No noxious or offensive trade shall be permitted on the Property or within any dwelling located on the Property.

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.

H. Storage. No open storage of any kind is permitted. No storage buildings of any kind are permitted, including, without limitation, sheds or barns.

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. Leasing or renting of a Home shall not be permitted.

J. Vehicles. The Board may create and enforce reasonable rules concerning the parking of any vehicle permitted on the Common Property or the streets of the Subdivision. In addition to its authority to levy Lot Assessments as penalties for the violation of such rules, the Board may cause the removal of any vehicle violating such rules. No trucks, commercial vehicles, boats, trailers, campers or mobile homes shall be parked or stored on any street of the Subdivision or on any Lot (except in an enclosed structure shielded from view) for any time period longer than forty-eight (48) hours in any thirty (30) day period; provided, however, that nothing contained herein shall

prohibit the reasonable use of such vehicles as may be necessary during construction of residences on the Lots. 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 for storage or the conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The word "truck" shall include and mean every type of motor vehicle other than passenger cars, passenger vans and any vehicle other than any light pickup truck which is used as a personal automotive vehicle by an Owner or a member of an Owner's family.

K. Trash. Except for the reasonably necessary activities of Developer 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, screened from view.

L. Antennae. No outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be maintained on any Lot, except that this restriction shall not apply to satellite dishes with a diameter less than thirty-six (36) inches, erected or installed to minimize visibility from the street which the dwelling fronts and approved by the Developer or applicable Design Review Board.

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

N. Tanks. No tanks for the storage of propane gas or fuel oil shall be permitted to be located above or beneath the ground of any Lot except that propane gas grills are permitted.

O. Street Tree. Developer or Builder shall install street trees on each Lot along the street in front of each Lot. Each Owner shall, at such Owner's expense, care for, and, if necessary, replace such tree or trees on or in front of such Owner's Lot with a like type of tree as designated by the Developer.

P. Mailbox. Developer has designated either a cluster style mailbox design a curbside mailbox for each Lot with a uniform design for the Subdivision. If a mailbox is damaged, destroyed or deteriorates, then the applicable Builder or Owner, at such Builder or Owner's expense, shall repair or replace such mailbox with another of a like kind, design, pattern and color as the initial mailbox.

Q. Yard Lights. All yard lights and, if applicable, lamp posts, shall conform to the standards established by the applicable Design Review Board as set forth in the lighting district, if established, set up by Butler County and the Developer. No exterior lighting may be installed without prior approval. Exterior and flood lighting must be directed or shielded in a manner to prevent intrusion on adjoining properties. Exterior lighting must be oriented in a manner which does not jeopardize public safety. Lighting which interferes with motorists and/or pedestrians is prohibited. Exterior strobe lights are prohibited. Mercury vapor yard lights in excess of 50 watts are prohibited. Christmas lights may be erected no sooner than six weeks prior to and removed no later than four weeks after Christmas. The front elevation of each home must incorporate either one attached exterior light on a photocell or a front yard lamp post on a photocell.

R. Fencing. Fencing shall not be allowed on the Lots.

S. Swimming Pools. No above ground swimming pool extending twelve (12) inches or more above the finished grade of the Lot shall be permitted upon any Lot, except that this Article IV, Paragraph 5 shall not be intended to prohibit the installation of a hot tub or sauna.

T. Basketball Equipment. Basketball backboards and rims may not be mounted to the front or side of a residence. Any basketball backboard and rim on a Lot must be perpendicular to the street and shall be subject to the approval of the Design Review Board as provided in Article IV, Paragraph A. Basketball backboards and rims which are designed to be temporary and movable may be used on Lots for their intended purposes, provided the same are stored out of view when not in use.

U. Ponds. If Ponds exist on the Site Plan, then the Ponds shall be available for the use and enjoyment of the Owners, subject to the terms and conditions of this Declaration and subject to the Rules, provided that access to the Ponds shall only be permitted through the Common Property. The use of the Ponds shall be subject to the following restrictions (in addition to other terms and conditions of this Declaration applicable thereto):

1. No Owner shall use a Pond in a manner that unreasonably interferes with (a) the use and enjoyment of such Pond by another Owner or (b) the use and enjoyment of any Lot. The Ponds shall not be used after dark.
2. No Owner shall erect any structure, barrier or fence in a Pond or unreasonably obstruct the flow of water to or through a Pond. The prohibition against structures includes docks, rafts and other similar structures.
3. No swimming shall be permitted in the Ponds.
4. No boats, rafts or homemade vessels shall be permitted in or on a Pond.
5. No commercial use of any kind may be made of a Pond.
6. No noxious, hazardous or offensive substance or trash or debris shall be discharged or permitted to be discharged in any Pond, stream or drainage swale.
7. No water shall be withdrawn from a Pond by any Owner so as to materially lower the level of the Pond.
8. Developer shall have no obligation to maintain, clean or repair the Ponds nor any liability for personal injury or property damage arising by Developers actions or omissions with respect to the Ponds. The Ponds shall be maintained by the Association.
9. The use of the Ponds, streams or drainage swales shall be subject to the laws, rules and regulations of all applicable governmental authorities.
10. A Detention / Retention area located on or within a Lot requires that the Owner of said Lot shall place proper soil and erosion controls required by the Developer during the home construction stage which shall include, but is not limited to, the use of sod in the rear and side yard areas to avoid erosion and silt in said detention / retention area.

V. Exterior Carpeting. No exterior carpeting may be used if it is visible from any neighboring Lot or the street.

W. Clothes Drying. No outdoor clothes drying apparatus of any sort shall be permitted.

X. Lot Maintenance. All Lots must be kept mowed and free of debris and clutter. All landscape must be kept maintained and free of weeds and debris. The Developer or the Association shall have the right to determine compliance with maintenance standards and to assess any Owner for the cost of mowing or clean-up of Lots and maintenance of landscape in the event that the Owner fails to do so.

Y. Construction. During any construction, each contractor shall be responsible for keeping the streets and adjacent Lots clean and free of debris.

Z. Swing Sets and Playground Equipment.

1. The process for approval of swing sets and playground equipment shall include a review of the following criteria:
 - a. Size;
 - b. Materials;
 - c. Color;

- d. Location (including visibility from the street and adjoining Lots); and
- e. Effect of use (including noise, endangerment, etc.).

All approval requests must be in writing and must be accompanied by a sketch containing all of the above information.

2. Size and Design. The base area of the swing set or playground equipment on any Lot shall be confined to a rectangular area of eight hundred (800) square feet or less and the base area of the swing set or playground equipment on any Lot shall be confined to a rectangular area of three hundred (300) square feet or less. Not more than one (1) playground area is permitted for each Lot. Swing sets and playground equipment located on any Lot shall not exceed twelve (12) feet in height and swing sets and playground equipment located on any Lot shall not exceed eight (8) feet in height. All swing sets and playground equipment shall be contained within a constructed prepared area using approved materials and shall contain required mulch, gravel, sand, shredded rubber and/or other materials approved by the Design Review Board to fill and provide ground cover within the playground area. Grass, dirt and natural earth surface are prohibited within or under swing sets and playground equipment.
3. Materials. The principal part of the swing set or playground equipment shall be of wood and/or polyvinyl only. Steel parts may be included. Plastic parts such as swing seats, slides and rings are permitted. Canvas or plastic tent canopies are permissible.
4. Metal Swing Sets and Trampolines. Metal swing sets are prohibited on all Lots. Trampolines are prohibited on the Lots.
5. Color. The swing set or playground equipment shall be stained or painted an earth tone color or a color compatible with the surroundings.
6. Location. On Lots that are not corner Lots, swing sets and playground equipment shall be at least fifteen (15) feet from any property line. On corner Lots, swing sets and playground equipment shall be at least fifteen (15) feet from any property line and at least fifteen (15) feet behind the building line on the street side of the Lot. In all other cases, any swing set and playground equipment shall be at least twenty (20) feet behind the home.
7. Landscaping. The Design Review Board or the Developer (if the Developer is acting as the Design Review Board pursuant to the terms of the Declaration) may require as part of an approval the placement of evergreen trees or other screening.
8. Storage. The use of any swing set or playground equipment for the storage of any items other than children's play equipment is prohibited.
9. Portable Play Equipment. Portable play equipment (e.g. slides, swings, houses, etc.) shall be stored in a location not visible from the street or any neighboring Lot when not in use.

AA. Nature Preservation. Natural growth on all Lots shall be preserved and no coniferous trees in excess of 7 feet in height, deciduous trees greater than 2 inches in caliper (Diameter at Breast Height) or tree limbs in excess of 2 inches in diameter shall be cut, removed or destroyed without the consent of the Board (or, if prior to the Turnover Date, the Developer) unless such tree is dead, diseased or unsafe. All trees shall be kept in their natural state and no tree house, tree ladder or tree swing may be added to any tree. Any approved pruning or cutting shall be done by qualified arborists or other competent landscape professionals. No activity, other than the removal of diseased, dead or dangerous trees, plants or other vegetation, as determined by a professional arborist, may occur within the Conservation Easement Areas. Such removal shall be done only by

qualified arborists or other competent landscape professionals at the direction of the Association and shall not be performed by or at the direction of an Owner.

V. ARCHITECTURAL STANDARDS

A. Design Review Board.

1. Design Review Board shall be a board consisting of three (3) persons. Until the Turnover Date, Developer 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 in lieu of appointing individuals. After the Turnover Date, the Board shall have the right to appoint all three members of the Design Review Board at will. If no Association exists at any time after the Turnover Date, the Design Review Board shall consist of three (3) members elected by the Owners, at an annual election at which the Owner(s) of each Lot shall have one vote (one vote per Lot, regardless of the number of Owners). The then current Design Review Board shall handle the administration of the election, pursuant to which the new Design Review Board members are to be elected, each for a term of one year.
2. Subject to the Walden Springs Planned Unit Development requirements, the Design Review Board shall have the exclusive authority, by action of two or more of the members thereof, at a private or public meeting to determine the architectural standards which shall govern the construction of Improvements on the Property. All architectural standards established by the Design Review Board shall be subject to approval by the Board (such approval not to be unreasonably withheld, conditioned or delayed). If the Board does not approve or disapprove the architectural standards within seven (7) calendar days of the Board's receipt of such architectural standards, the Board shall be deemed to have approved such architectural standards. Each Owner covenants and agrees, by acceptance of a deed to a Lot, to comply with, and to cause his/her Lot and any occupant thereof to comply with, the standards promulgated by the Design Review Board. No Improvement shall be placed, erected or installed on the Property, no construction (which term shall include in its definition staking, clearing, excavation, grading and other site work) and no plantings or removal of plants, trees or shrubs shall be permitted on the Property without, until and unless the Owner first obtains the written approval thereof of the Design Review Board and otherwise complies with the provisions of this Declaration. The approval of such Improvement, construction and/or planting or removal of plants, trees or shrubs by the Design Review Board shall be subject to final approval by the Board (such approval not to be unreasonably withheld, conditioned or delayed). If the Board does not approve or disapprove the same within seven (7) calendar days of the Board's receipt of such approval request, the Board shall be deemed to have approved such Improvement, construction and/or planting or removal of plants, trees or shrubs.

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 and 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, alter surfaces of existing Improvements, 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, which is subject to the approval of the 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 its approval. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate the interior of his/her residence.

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 this Article and from the architectural standards established pursuant to this Article, provided that the activity or condition is not prohibited by applicable law; provided that, in such Design Review Board's judgment, the variance is in the best interest of the community; and provided further that such variance is approved by the Board (such approval not to be unreasonably withheld, conditioned or delayed). If the Board does not approve or disapprove the variance within seven (7) calendar days of the Board's receipt of the proposed variance, the Board shall be deemed to have approved such variance. 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.

D. Improvements by Developer. Notwithstanding the foregoing to the contrary, all Improvements and landscaping constructed by Developer shall be deemed to comply in all respects with the requirements of the applicable Design Review Board.

E. Architectural Standards and Design and Development Guidelines. No Improvement shall be placed, erected or installed on the Property unless the same is in accordance with the applicable Architectural Standards and Design and Development Guidelines and has been approved by the applicable Design Review Board. The Architectural Standards and Design and Development Guidelines may be amended from time to time by the applicable Design Review Board (or the Developer, if acting as the Design Review Board) as provided herein.

VI. EASEMENTS AND LICENSES

A. Easement of Access and Enjoyment Over Common Property. Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Property, and a right of access to and from such Owner's Lot, which rights shall be appurtenant to, and shall pass with the title to, such Owner's Lot, subject to the terms and conditions of this Declaration, and subject to the Rules. An Owner may delegate such Owner's rights of access and enjoyment to family members, occupants, guests and invitees.

B. Right of Entry. The duly authorized agents, officers, contractors and employees of the Association or the Developer shall have a right of entry and access to the Property, including without limitation the Lots, for the purpose of performing the Association's or Developer's rights or obligations set forth in this Declaration. The Association or Developer may enter any Lot to remove or correct any violation of this Declaration or the Rules, or to maintain, repair and replace the Common Property, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Owner, except in cases of emergency.

C. Easement for Utilities and Other Purposes. The Board or Developer may convey easements over the Common Property to any entity for the purpose of constructing, installing, maintaining and operating poles, pipes, conduits, wires, ducts, cables and other equipment necessary to furnish electrical, gas, sewer, water, telephone, cable television and other similar utility or security services, whether of public or private nature, to the Property and to any entity for such other purposes as the Board or Developer deems appropriate; provided that such equipment or the exercise of such easement rights shall not unreasonably interfere with the use and enjoyment of any Lot. The Board or Developer may grant such easements over all portions of the Property for the benefit of adjacent properties as the Board or Developer deems appropriate; provided that the grant of such easements imposes no undue, unreasonable or material burden or cost upon a Lot; and further provided that the Board or Developer 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).

D. Landscape Easements. The areas marked as "Open Space" on the Site Plan or recorded plat of the Subdivision and the areas of the Lots outside of any single-family residence constructed thereon represent portions of the Property over, across, under and through which Developer reserves landscape easements for itself and the Association for the purpose of constructing, installing, inspecting, maintaining, repairing, altering and replacing landscaping, including but not limited to trees, shrubs, bushes, ground cover, grasses and other plant materials, sidewalks, lighting, landscaping irrigation and related improvements, with a full right of ingress and egress over, across, under and through the landscape easement areas. Unless indicated otherwise on the Site Plan, the landscape easement areas are also No-Build Zones (notwithstanding approved improvements per section IV). The landscape easement areas may be on parts of individual Lots instead of on Common Property. Whether the landscape easement areas are on Common Property or individual Lots, the Association shall be responsible for the ordinary care and maintenance of the landscape easement areas.

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

F. Conservation Easements. Conservation easements have been established on the recorded plat of the Subdivision. No activity, other than the removal of diseased, dead or dangerous trees, plants or other vegetation, as determined by a professional arborist, may occur within the Conservation Easement Areas. A non-exclusive easement is hereby granted to the Association for the purpose of the removal of diseased, dead or dangerous trees, plants or other vegetation located in the Conservation Easement Areas, with a full right of ingress and egress over, across, under and through the Conservation Easement Areas. The Conservation Easement Areas shall be No-Build Zones. The Conservation Easement Areas may be on parts of individual Lots instead of on Common Property. Whether the Conservation Easement Areas are on Common Property or individual Lots, the Association shall be responsible for the ordinary care and maintenance of the Conservation Easement Areas.

G. HOA Drainage Easements. The Board of County Commissioners of Butler County does not accept any private drainage easements shown on the recorded plat of the Subdivision. Butler County is not obligated to maintain or repair any channels or installations in said easements. The easement area of each Lot and all Improvements in it shall be maintained continuously by the Owner of the Lot. Maintenance of all drainage structures and development Improvements within the HOA Drainage Easements (aka HOA & Drainage Easements) and the easements for stormwater retention/detention shall be the responsibility of the Association as provided for in this Declaration and in accordance with the standards and specifications of the Butler County Engineer. Within the easement area, no structure, planting or other material shall be placed or permitted to remain which may obstruct, retard, or change the direction of the water flow.

H. Reservation of Special Easements. The areas marked by shading, special outlining or cross-hatching on the Site Plan or recorded plat of the Subdivision, if any, identify and represent portions of the Property over, across, under and through which Developer reserves Special Easements for the purpose of constructing or repairing Improvements or conveying rights deemed by Developer to be beneficial to the Property. Unless indicated otherwise on the Site Plan, the Special Easement areas are also No-Build Zones. The Special Easement areas may be on parts of individual Lots instead of on Common Property. 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 unless otherwise specifically provided on the Site Plan or on the recorded plat of the Subdivision. If special fencing, landscaping, storm sewer pipes, catch basins, headwalls, manholes, storm water detention/retention facilities, low flow gutters, or community safety or entry features are constructed in a Special Easement area by Developer, the State or the Association, the responsibilities of the person(s) responsible for the maintenance of the specific area in question according to the other terms hereof shall not exceed ordinary grass cutting, trimming and watering around such Improvements except as otherwise provided for herein. Nothing contained in this

Paragraph shall require that Developer reserve or establish Special Easements, and the Developer shall have the right to establish Special Easements which are in the best interest of the community for maintenance, repair, replacement or use.

I. No-Build Zones. Any areas designated on the recorded plat of the Subdivision, in prior deed restrictions, in this Declaration or on the Site Plan as "No-Build Zones" and/or "Open Space" shall be areas in which no Owner shall have the right to construct or locate any Improvements other than Improvements consistent with the purpose of an above specified easement (e.g. utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes may be placed in utility easements; trees, hedges, shrubs and other forms of landscaping may be placed in landscape easements; etc.). Notwithstanding the foregoing, driveways serving single-family residences (including both those within and without the Subdivision) may be placed in easement areas that are No-Build Zones with Developer's prior written consent. In vegetated No-Build Zones (other than Conservation Easement Areas), the person(s) responsible for the maintenance of the specific area in question according to the other terms hereof may perform maintenance necessary for the safety of persons and property (i.e. removing noxious and poisonous plants, or removing dead trees which may fall and harm persons or other Improvements). Grassed No-Build Zones shall be mowed, trimmed and Watered by the person(s) responsible for the maintenance of the specific area in question according to the other terms hereof.

J. Easement for the Association. The Association, its agents, employees and contractors are hereby granted an easement on, over, in, under and through each Lot to perform its obligations pursuant to this Declaration.

HOMEOWNERS' ASSOCIATION

VII. MEMBERSHIP AND VOTING RIGHTS

A. Membership. Every Owner shall be deemed to have a membership in the Association. Membership in the Association 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 in the Association per Lot owned. In the event an Owner consists of more than one person, such persons shall have one membership in the Association in common.

B. Governance. Voting and all other matters regarding the governance and operation of the Association shall be set forth in the Association Documents.

VIII. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

A. Common Property. Developer may, from time to time, at Developer's option, convey to the Association for the use and benefit of the Association and the Owners real or personal property, or any interest therein, as part of the Common Property. The Association shall accept title to any interest in any real or personal property transferred to it by Developer. 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 Property and all improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair, in accordance with the terms and conditions of this Declaration. The Association shall not remove, cut, trim, transplant or otherwise disturb any of the trees in the Common Property, other than in conjunction with the proper maintenance of the Common Property. The Association shall keep separate books and records for expenses incurred by the Association solely in connection with the Property.

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 in addition to that property conveyed to it by Developer.

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

D. The Association 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 Association shall have the power to impose sanctions on Owners for violation of the Rules, including, without limitation: (i) reasonable monetary fines which shall be considered 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 Property. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing this Declaration, the Association Documents or the Rules against any Owner, tenant, guest or invitee of any Owner, the amount shall be due and payable by such Owner and shall be a Lot Assessment against such Owner's Lot

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

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

G. Insurance.

1. The Association shall obtain and maintain adequate blanket property insurance, liability insurance and, if applicable, flood insurance covering all of the Common Property in an amount as is commonly required by prudent institutional mortgage investors.
2. The Association may, in the Board's discretion, obtain and maintain the following insurance: (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) adequate comprehensive general liability insurance, (c) officers' and trustees' liability insurance, (d) additional insurance against such other hazards and casualties as is required by law, and (e) any other insurance the Association deems necessary.
3. In the event of damage or destruction of any portion of the Common Property, the Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. Each Owner hereby appoints the Association as its attorney-in-fact for such purpose. If such proceeds are insufficient to cover the cost of the repair or replacement, then the Association may levy a Special Assessment pursuant to Article IX, Paragraph E to cover the additional costs.

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 Property or any portion thereof. Each Owner hereby appoints the

Association as its attorney-in-fact for such purpose. The awards or proceeds of any such condemnation action shall be payable to the Association, to be held in trust for the benefit of the Owners.

I. Books. Records. Subject to any limitations provided by the laws of the State, 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.

J. Lots. The Association shall be responsible for the ordinary care and maintenance of the landscaping located within that portion of the Lot lying outside the foundation of any single-family residence located thereon as set forth herein. Such maintenance shall include lawn cutting; driveway and walkway edging; lawn weed control; lawn fertilization; once annually removal/spraying of weeds in landscape beds; once annually trimming of all landscape plants; spring mulching and mid-summer mulch turning for landscape beds up to 800 square feet in size (a separate charge will be assessed for landscape beds in excess of 800 square feet); and the activation and winterization of any lawn irrigation system installed in compliance with Association requirements. The Association shall also be responsible for snow removal and ice control treatment above one inch per occurrence for the driveway. The Association shall only be responsible for those specific items of maintenance set forth herein and shall not be responsible for any maintenance not enumerated in this Article VIII, Paragraph J. All other maintenance, repair and replacement of the landscaping on a Lot shall be the responsibility of the Owner. Notwithstanding the foregoing or anything contained herein to the contrary, each Owner shall be responsible for the trimming and maintenance of all landscape plants located on his/her Lot and shall be required to use the dark mulch selected by the Association unless the Association approves otherwise. The Association shall have no maintenance and repair obligations with respect to any Lot containing a market or model home of a Builder.

IX. ASSESSMENTS

A. Reserve Funds. The Board may establish a Reserve Fund for financing the operation of the Association, for paying necessary costs and expenses of operating the Association and maintaining, repairing and managing the Common Property and maintaining insurance with respect to the Common Property.

B. Initial Reserve Fund Contribution. In addition to the Annual Assessments, Special Assessments, Lot Assessments, to be paid hereunder, each Owner shall, at the time of the initial purchase of a Lot improved by a single-family residence from the Developer, a Builder or any previous Owner, pay to the Association a sum to be determined by the Board, which sum shall be deposited into the Reserve Fund. This Reserve Fund contribution shall be paid by the Owner notwithstanding the fact that the preceding Owner may have made a prior Reserve Fund contribution and paid prior Annual Assessments to the Association on the Lot being sold pursuant to the Declaration. As of the date of this Declaration, the Reserve Fund contribution is \$_____ per Lot improved by a single-family residence. Such amount may be adjusted or modified by the Board as it deems necessary in its discretion. Notwithstanding the foregoing, no such Reserve Fund contribution shall be levied in connection with the transfer of a Lot improved by a single-family residence (i) by a co-Owner to any person who was a co-Owner immediately prior to such transfer, (ii) to the Owner's estate, surviving spouse or child upon the death of the Owner. or (iii) to a lender pursuant to a mortgage, deed-in-lieu of foreclosure or upon foreclosure of a mortgage.

C. Types of Assessments. Except as set forth below, Developer, for each Lot owned, covenants and agrees, and 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) Special Assessments; (m) Lot Assessments. No Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Property or by abandoning such Owners Lot. Annual Assessments and Special Assessments shall be at a uniform rate for all Lots.

D. Annual Assessments. The Board shall annually estimate the Common Expenses and the expenses, if any, it expects the Association to incur in the Association's next ensuing fiscal year for the operation of the Association (which may include amounts, if any, for the Reserve Fund as may be determined by the Board), and shall assess each Owner of a Lot improved by a single-family residence which has been conveyed from the Developer or a Builder to a third party purchaser an Annual Assessment equal to such estimated expenses divided by the total number of Lots improved by single-family residences which have been conveyed from the Developer or a Builder to a third party purchaser. The Annual Assessments shall be due and payable in installments as established by the Board. If the Board determines that the estimate that formed the basis for the Annual Assessments is inaccurate, the Board may revise such estimate and the resulting Annual Assessments, in which event the remaining installments of such Annual Assessments shall be adjusted accordingly. The Annual Assessments shall be paid in accordance with the procedures set forth in the Rules. As of the date of this Declaration, the Annual Assessment is \$_____ per year and continue thereafter, as the same may be adjusted or modified by the Board as it deems necessary in its discretion. Notwithstanding the foregoing to the contrary, prior to the Turnover Date, Developer may elect to pay the Annual Assessments applicable to Lots owned by Developer or in lieu thereof, not pay such Annual Assessments and may pay any deficit incurred in operating the Association and maintaining, repairing and operating the Common Property and maintaining insurance with respect to the Common Property.

E. Special Assessments. The Board may levy against the Lots a Special Assessment to pay for capital expenditures or interest expense on indebtedness incurred for the purpose of making capital expenditures and not projected to be paid out of the Reserve Fund; provided that any such Special Assessment shall have the assent of two-thirds (2/3) of Members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any meeting called for the purpose of levying a Special Assessment shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. A quorum as defined in the Code of Regulations must be present at any such meeting.

F. Lot Assessments. The Board may levy a Lot Assessment against any Lot(s) and the Owner(s) thereof to reimburse the Association for costs incurred on behalf of the Lot(s), 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, 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, 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 the Lot of any Owner who violates the Rules, the Association Documents or any provision of this Declaration, or who suffers or permits such Owner's family members, guests, invitees or tenants to violate such Rules. the Association Documents, or provisions of this Declaration.

I. Remedies.

1. Late Charge: Acceleration. If the initial Reserve Fund contribution or any Assessment remains unpaid for 10 days after all or any pan thereof shall become due and payable, the Board may charge interest at the lesser of the rate of 12% per annum or the highest rate permitted by law, together with an administrative collection charge of \$25.
2. Liability for Unpaid Assessments. The initial Reserve Fund contribution and each Assessment or installment thereof, together with interest thereon and any costs of collection, including reasonable attorneys' fees, shall become the personal obligation of the applicable Owner(s) beginning on the date the same 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 initial Reserve Fund contribution or Assessment. An Owner's personal obligation for a Lot's delinquent initial Reserve Fund contribution or Assessments shall also be the personal obligation of such Owner's successors in title who acquire an interest after any initial Reserve Fund contribution or Assessment becomes due and payable, and both such Owner and such Owner's successor 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 initial Reserve Fund contribution or Assessment nor prohibit the Association from foreclosing that Lien.

3. Liens. All unpaid initial Reserve Fund contributions and Assessments, together with any interest and charges thereon or costs of collection, shall constitute a continuing charge in favor of the Association and a lien on the Lot against which the initial Reserve Fund contribution or Assessment was levied. If any initial Reserve Fund Contribution or Assessment remains unpaid for 10 days after it is due, then the Board may 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 initial Reserve Fund contribution or 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) of that Lot, the amount of the unpaid portion of the initial Reserve Fund contribution or Assessment, and such other information as the laws of the State may require. The certificate may be signed by any officer, authorized agent or 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 initial Reserve Fund contribution or Assessment lien shall remain valid for a period of five years from the date such certificate is duly filed, unless the lien is released earlier 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. Notwithstanding the foregoing, the lien for the initial Reserve Fund contribution and Assessments provided for in this Paragraph shall be subordinate to the lien of any bona fide first mortgage on a Lot.
4. Vote on Association Matters: Use of Common Property. If any initial Reserve und contribution or Assessment remains unpaid for 30 days after it becomes due, then the delinquent Owner's voting rights upon Association matters and privileges to use the Common Property, except for necessary ingress and egress to such Owner's Lot, shall be suspended until such initial Reserve Fund contribution or Assessment is paid.

X. MAINTENANCE

- A. Maintenance of Common Property by Association. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair and replacement of all landscaping and other flora, structures, pathways and Improvements situated upon the Common Property and all personal property used in connection with the operation of the Common Property. With respect to any public bridges located on the Property, the Association shall be responsible for the maintenance, repair and replacement of all decorative stone work, brick work, landscaping, lighting and other items that are not standard for public bridges in Butler County, Ohio pursuant to the terms of a separate agreement between the Association and the Butler County Engineer. The Association shall not disturb any of the trees in the Common Property, other than in conjunction with the proper maintenance of the Common Property.
- B. Maintenance of Conservation Easement Areas by Association. The Association shall maintain the Conservation Easement Areas. The Association shall not disturb any of the trees, plants or other vegetation in the Conservation Easement Areas, other than in conjunction with the

maintenance of the Conservation Easement Areas in accordance with Article VI, Paragraph F hereof.

C. Maintenance by Owner. Unless otherwise expressly provided herein, each Owner or occupant shall repair, replace and maintain in good order and condition, at such Owner's expense, portions of, improvements to, structures on, and equipment and components used in connection with, such Owner's Lot. This maintenance responsibility includes, without limitation, promptly furnishing all necessary materials and performing or causing to be performed at such Owner's own expense all maintenance, repairs and replacements within such Lot that, if omitted, would adversely affect the safety and usefulness of the Common Property. Each Owner shall maintain those portions of such Owner's Lot that are adjacent to any portion of the Common Property in accordance with the Rules and the requirements set forth in this Declaration.

D. Right of Association to Repair Lot. If any Owner fails to maintain such Owner's Lot in the manner required herein, and if the Board determines that any maintenance of that Lot is necessary to ensure public safety, to permit reasonable use or enjoyment of the Common Property by Owners, to prevent damage to or destruction of any other part of the Common Property or to comply with the Rules or the terms of this Declaration, then the Board may authorize its employees or agents to enter the Lot at any reasonable time to complete the necessary maintenance and the Board may levy a Lot Assessment for all reasonable expenses incurred.

E. Damage to Common Property By Owner or Occupant. If the Common Property 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 property. The Association shall be entitled to enter a Lot to repair or maintain any Common Property adjacent to such Lot.

F. Maintenance of Lots by Association. To provide and maintain the exterior harmony of the Lots located on the Property, the Association shall maintain the landscaping located within that portion of the Lot in accordance with Section VIII (J) herein. Planting or gardening shall be allowed, and hedges or walls shall be permitted to be erected upon a Lot provided that they are allowed or installed in accordance with the initial construction or the approved initial construction plans of the single-family residence, or as approved by the Design Review Board or Developer, as applicable. If such Improvements are made to a Lot, then such Improvements must be maintained by the Owner of the Lot benefited in a manner acceptable to the Board. In the event the Owner shall fail to maintain such Improvements in a manner acceptable to the Board, the Board shall have the right to remove the Improvement and restore the Lot to a condition compatible with the remainder of the Property. The cost of such removal and restoration shall be charged to the Owner as a Lot Assessment in accordance with Article IX, Section F above. In the event such repair, maintenance and/or replacement results from the willful act, omission neglect or destruction by an Owner or the guest of such Owner, the Board shall have the right to charge the cost of such repair, maintenance and/or replacement to such Owner by a Lot Assessment in accordance with Article TX, Section F above. Determination of whether repair or maintenance is the obligation of the Association, or if the repair or maintenance is necessary, shall rest solely with the Board, which will have the sole responsibility for determining the kind and type of materials used in such repair and maintenance. All other Lot maintenance or repair shall be the sole responsibility of, and at the sole expense of, the Owner of such Lot. Notwithstanding anything contained herein to the contrary, the Association shall have no maintenance and repair obligations with respect to any Lot containing a market or model home of a Builder.

MISCELLANEOUS TERMS

XI. MISCELLANEOUS

A. Term: Binding Effect. This Declaration shall be effective for a term of 30 years from and after the date that this Declaration is filed for recording with the appropriate governmental office, and thereafter, unless terminated by a recorded instrument executed by a majority of the Owners,

shall automatically renew forever for successive periods of 10 years each. This Declaration shall be binding upon and inure to the benefit of Developer, the Owners, and their respective heirs, legal representatives, successors and assigns, and shall run with the land.

B. Enforcement: Waiver. This Declaration may be enforced by any proceeding at law or in equity by Developer, any Owner, the Association, the Design Review 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 Developer, the Association 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 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.

1. By Developer. Until the Turnover Date, Developer may, in its sole and absolute discretion, unilaterally amend this Declaration at any time and from time to time, without the consent of any other Owners. Any such amendment may impose easements, covenants, conditions and restrictions upon the Property in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of the Property. After the Turnover Date, Developer may unilaterally amend this Declaration, without the consent of any other Owners, if such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order, (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots, (c) necessary to conform to the requirements of the United States Federal Housing Administration, or (d) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Owner thereof has consented to such amendment in Writing. No amendment may remove, revoke or modify any right or privilege of Developer without the written consent of Developer or the assignee of such right or privilege. Developer shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject additional property to this Declaration at any time and from time to time by executing and recording in the appropriate governmental office an amendment to this Declaration specifying that such additional property is part of the Property. Such additional property may be used for single-family residential, multi-family residential, commercial or mixed-use purposes. An amendment to this Declaration shall not require the joinder or consent of the Association, other Owners, mortgagees or any other person. In addition, such amendments to the Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions and memberships as may be necessary or appropriate, as determined by Developer, to reflect and address the different character or intended development of any such additional property.
2. By Owners. After the Turnover Date, this Declaration may be amended by the affirmative vote of not less than seventy-five percent (75%) of the Owners. The Board or any Owner wishing to submit an amendment to the Owners as a group shall furnish the Owners with such proposed amendment in writing along with a ballot for each Owner to approve or reject the proposed amendment. If the amendment is approved by the required percentage of Owners, the Association shall prepare and record an amendment document certifying the contents of the amendment and indicating that it has been approved by not less than seventy-five

percent (75%) of the Owners. The amendment need not be signed by the approving Owners, but shall be signed by the President and Secretary of the Association. In addition, the Secretary shall sign the certification stating that the amendment was approved by not less than seventy-five percent (75%) of the Owners. The ballots reflecting the approval or rejection of any proposed amendment shall be kept with the permanent books and records of the Association.

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

E. Developer's Rights to Replat Developer's Property. Developer 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 Developer shall be the subject of any such amendment, alteration or replatting. Each 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.

F. Mortgagee Rights. A holder or insurer of a first mortgage upon any Lot, upon written request to the Association (which request shall state the name and address of such holder or insurer and a description of the Lot), shall be entitled to timely written notice of (a) any proposed amendment of this Declaration; (b) any proposed termination of the Association; and (c) any default under this Declaration which gives rise to a cause of action by the Association against the Owner of the Lot subject to the mortgage of such holder or insurer, where the default has not been cured in 60 days. Each holder and insurer of a first mortgage on any Lot shall be entitled, upon request and at such mortgagor's expense, to inspect the books and records of the Association during normal business hours.

G. Indemnification. Association shall indemnify every Board member, officer and director of the Association against any and all claims, liabilities, expenses, including attorneys' fees, reasonably incurred by or imposed upon any officer or director 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 or director. The Board members, officers and directors 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 directors 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 directors may also be Members of the Association), and the Association shall indemnify and forever hold each such Board member, officer and director 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 member, officer or director, or former Board member, officer or director, may be entitled.

H. Severability. If any Article, Paragraph, section, 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, Paragraph and section of this Declaration is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of this Declaration.

J. Notices. Notices to an Owner shall be given in writing, by personal delivery, at the Lot, if a residence has been constructed on such Lot, or by depositing such notice in the United States Mail, first class, postage prepaid, to the address of the Owner of the Lot as shown by the records of the Association, or as otherwise designated in writing by the Owner. Notices to Developer shall be given in writing, by personal delivery or by depositing such notice in the United States Mail, first class, postage prepaid, to Walden Springs Development LLC, 6330 E. 75th Street, Suite 156, Indianapolis, IN 46250, or as otherwise designated in Writing by Developer.

WALDEN SPRINGS DEVELOPMENT, LLC,
An Ohio limited liability company

By: Mark D. Gradison, Manager

STATE OF: INDIANA

COUNTY OF: MARION

BE IT REMEMBERED, That on ___ day of _____, 2022, before me, the subscriber, a Notary Public in and for said state, personally came Mark D. Gradison, the Manager of Walden Springs Development, LLC, an Ohio limited liability company, who acknowledged that he did sign said instrument as such member on behalf of the limited liability company, duly authorized, that said instrument was signed as his free act and deed individually and the free act and deed of said limited liability company.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on the day and year last aforesaid.

Katherine E. Wagner, Notary Public
Resident of Hamilton County, Indiana
My Commission Expires: 12/4/2026

EXHIBIT A

EXHIBIT B

EXHIBIT C

**CODE OF REGULATIONS
OF
WALDEN SPRINGS HOMEOWNERS' ASSOCIATION, INC.**

ARTICLE I.

NAME AND LOCATION

The name of the corporation is WALDEN SPRINGS HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located in Boone County, Ohio, but meetings of Members and Directors may be held at such places within or without the State of Ohio, as may be designated by the Board of Directors.

ARTICLE II.

DEFINITIONS

Section 2.1 "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Walden Springs Homeowners' Association, including any amendments thereto.

Section 2.2 As used in this Second Amended and Restated Code of Regulations (these "Regulations"), the terms "Association", "Board", "Common Property", "Developer", "Lot", "Member", "Owner", "Property", and any other defined term in these Regulations not otherwise defined herein shall have the same meaning as each is defined to have in the Declaration.

Section 2.3 The following terms as used in these Regulations have the following meanings:

"Executive Committee" means those persons elected by the Association in accordance with these Regulations who have the exclusive power to make decisions delegated to them by the Association concerning matters affecting the Property in accordance with these Regulations and the Declaration.

"Members" means each of the Owners of a Lot.

ARTICLE III.

PURPOSE

The specific purposes for which the Association is formed are (i) to provide for the maintenance, preservation, and control of the Common Property in the planned community of Walden Springs Subdivision (the "Subdivision"); (ii) to provide for the maintenance, preservation and control of certain portions of the Property, (iii) to promote the health, safety, and welfare of the Owners and users of the Subdivision; and (iv) for such other purposes for which the Association is formed as specified in the Declaration.

ARTICLE IV.

ASSENT

All present or future Owners, their families, present or future tenants, and their guests and invitees, and any other person using the facilities of the Subdivision in any manner are subject to the Association Documents, including these Regulations and any rules adopted by the Board of Directors. The acquisition or rental of any of the Lots in the Subdivision or the occupancy of any of the Lots will constitute ratification and acceptance of these Regulations and an agreement to comply with those rules.

ARTICLE V.

MEMBERSHIP

Section 5.1 Membership. Ownership of a Lot is required in order to qualify for membership in the Association.

Section 5.2 Responsibilities of Members. Any person, including Developer, on becoming an Owner, will automatically become a Member and be subject to these Regulations. Such membership will terminate without any formal Association action whenever such person ceases to own a Lot, but such termination will not relieve or release any such former Owner from any liability or obligation incurred under the Declaration or in any way connected with the Association during the period of such ownership, or impair any rights or remedies which the Board of Directors or others may have against such former Owner arising out of ownership of the Lot and membership in the Association and the covenants and obligations incident thereto.

Section 5.3 Membership Certificates. No certificates of stock will be issued by the Association, but the Board of Directors may, if it so elects, issue membership cards to Owners. Such membership card will be surrendered to the Secretary of the Association whenever ownership of the Lot designated on the card will terminate.

Section 5.4 Classes of Membership. Initially, the Association will have one class of voting membership, composed of all Owners, including Developer. The Board may establish additional classes of membership from time to time.

Section 5.5 Voting Privileges. All Members will be entitled to vote on Association matters on the basis of one vote for each Lot owned; however, the Developer shall maintain control over all matters of the Association until such time as the Developer has formally turned over the Association to the Members or the Developer no longer has ownership of a Lot. When more than one person holds an interest in any Lot, all such persons will be Members. The vote for such Lot will be exercised by one person or alternative persons as the Owners among themselves determine. If more than one of the multiple Owners of a Lot are present at a meeting in person or by proxy, the vote allocated to their Lot may be cast only in accordance with the agreement of a majority in interest of the Owners of such Lot. There is majority agreement if any one of the multiple Owners casts the vote allocated to his Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. Any Owner of a Lot that is leased may assign his voting right to the tenant, provided that the tenant is appointed to vote on behalf of the Owner by proxy and the proxy is furnished to the Secretary of the Association prior to any meeting in which the tenant exercises the voting right.

Section 5.6 Proof of Membership. Any person or entity, on becoming an Owner, will furnish to the Manager or to the Secretary of the Association a photocopy or a certified copy of the recorded instrument vesting that person or entity with an ownership interest, which instrument will remain in the files of the Association. An Owner will not be deemed a Member of the Association in good standing and will not be entitled to vote at any annual or special meeting of the Members unless this requirement is first met.

ARTICLE VI.

MEETING OF MEMBERS

Section 6.1 Annual Meeting. Except during a period of Developer control (i.e. the period of time during which the Developer remains the Owner of at least one Lot and has not formally turned over the Association to the Members), an annual meeting of Members shall be held for the election of Directors, the consideration of reports to be laid before such meeting, and such other business as may come before the meeting. During a period of Developer control, no annual meeting of the Members shall be required. The regular annual meetings of the Members shall be held on the first Monday of May of each year, at the hour of 7:30 p.m., or at such other date and time designated by the President. In the event that an annual meeting is omitted by oversight or otherwise, the Directors shall cause a meeting in lieu thereof to be held as soon as practicable and any business

transacted or elections held at such meeting shall be as valid as if transacted or held at the annual meeting. Such meeting shall be called and notice thereof given in the same manner as the annual meeting.

Section 6.2 Special Meetings. Special meetings of the Members may be called at any time by the President, a majority of the Board of Directors acting with or Without a meeting, or upon written request of Members representing at least 50% of the voting power of the Association.

Section 6.3 Waiver of Notice. Any Member may waive in writing notice of the time, place, and purposes of any meeting of Members, either before or after the holding of such meeting. Such writing shall be filed with or entered upon the records of the meeting. The attendance of any Member at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting.

Section 6.4 Notice of Meetings. Except as otherwise provided in the Declaration, written notice of each meeting of the Members shall be given by, or at the direction of the Secretary or person authorized to call the meeting, by mailing or delivering a copy of such notice, not less than 10 nor more than 60 days before the date of the meeting, to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in case of a special meeting, the purpose of the meeting.

Section 6.5 Quorum. The presence at the meeting of Members and/or proxies entitled to cast thirty percent (30%) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation of the Association, the Declaration or these Regulations. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 6.6 Adjourned Meetings. If, at any regular or special meeting of the Members of the Association, there be less than a quorum present, a majority of those Members present and entitled to vote may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called, at which time the quorum requirement shall be fifteen percent (15%) of the votes of the membership of the Association, and any business which might lawfully have been transacted at the meeting as originally called may be transacted without further notice.

Section 6.7 Actions Binding on Members. A majority of votes intended to be cast by Members constituting a quorum in person or by proxy will be sufficient to make decisions binding on all Owners, unless a different number or method of voting is expressly required by statute or by the Declaration, the Articles of Incorporation of the Association, or these Regulations.

Section 6.8 Majority of Owners. As used in these Regulations, the term "majority" will mean those votes, Owners, or other groups as the context may indicate totaling more than 50% of the total number.

Section 6.9 Proxies. At all meetings of the Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 6.10 Designation of Voting Representative by Non-Individual Owners - Requirement for Proxy. If title to a Lot is held in whole or in part by a firm, corporation, partnership, association, or other legal entity, the voting privilege appurtenant to that ownership may be exercised only by a proxy executed on behalf of such party or parties, filed with the Secretary of the Association, and appointing and authorizing one person or alternate persons to attend all annual and special meetings of the Members and to cast the vote allocated to that Lot at the meeting.

Section 6.11 Designation of Voting Representative by Multiple Owners: Use of Proxy. If title to a Lot is held by more than one Owner, each Owner may vote or register protest to the casting of votes by the other Owners of the Lot through a duly executed proxy. An Owner may not revoke a

proxy given pursuant to this Section except by actual notice of revocation to the person presiding over a meeting of the Association.

Section 6.12 Voting. The vote of the majority of those present, either in person or by proxy, shall decide any questions brought before the meeting, unless the question is one upon which a different vote is required by provision of the laws of Ohio, the Declaration, the Articles of Incorporation of the Association or these Regulations.

Section 6.13 Suspension of Voting Privileges. No Member shall be eligible to vote or to be elected to the Board of Directors who is shown on the books of the Association to be more than thirty (30) days delinquent in the payment of any Assessment due the Association.

Section 6.14 Action Without a Meeting. Any action which may be authorized or taken at a meeting of the Members may be authorized or taken without a meeting with the affirmative vote or approval of, and in a writing or writings signed by, all the Members who would be entitled to notice of a meeting for such purpose, or such other proportion or number of voting Members, not less than a majority, as the Articles of incorporation of the Association or these Regulations permit. Any such writing shall be filed with or entered upon the records of the Association.

ARTICLE VII.

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 7.1 Number. The affairs of this Association shall be managed by a Board of Directors who, except for Directors appointed or elected by Developer, shall be Members of the Association. If an Owner is not an individual, any principal, member of a limited liability company, partner, director, officer, trustee, or employee of the Owner may be elected to the Board of Directors. The Board of Directors shall consist of not less than three (3) and not more than five (5) individuals, as determined from time-to-time by the Developer (as long as the Developer remains the Owner of a Lot and has not formally turned over the Association to the Members) or, after the Turnover Date, by resolution of the Members. Except during a period of Developer control (i.e. the period of time during which the Developer remains the Owner of at least one Lot and has not formally turned over the Association to the Members).

Section 7.2 Term of Office: Resignations. Each Director shall be appointed to a three (3) year term, which terms shall be staggered. In order to appropriately stagger the terms of the Directors, the following Directors are elected for the following initial terms beginning on the effective date of these Regulations and ending on the dates set forth below:

Name	Term Ending
Mark D. Gradison	12/31/____
Joseph L. Gradison	12/31/____
Adam S. Mears	12/31/____

Each Director shall hold office until his or her successor is appointed or until his or her earlier resignation, removal from office or death. As long as Developer shall remain the Owner of a Lot, Developer reserves the right to appoint the successor to any Director appointed by Developer. Any Director may resign at any time by oral statement to that effect made at a meeting of the Board of Directors or in writing to that effect delivered to the Secretary of the Association; such resignation shall take effect immediately or at such other time as the Director may specify. Notwithstanding anything contained herein to the contrary, the terms of at least one fifth (1/5) of the Directors shall expire annually.

Section 7.3 Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association except as limited below. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor. However, any Director elected

or appointed by the Developer may only be removed by the Developer and his successor may only be appointed by Developer, to serve for the unexpired term.

Section 7.4 Compensation. Members of the Board of Directors shall serve without compensation. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 7.5 Vacancies. In case of a vacancy in the Board of Directors, the remaining Directors by a unanimous vote may elect a successor who shall hold office for the unexpired term. If the number of Directors should at any time be less than the number necessary to constitute a quorum, or the remaining Directors fail to agree promptly on a successor, then a special meeting of the Members shall be called and held for the purpose of electing Directors.

ARTICLE VIII.

NOMINATION AND ELECTION OF DIRECTORS

Section 8.1 Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting of the Members. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors sixty (60) days prior to each annual meeting of the Members, to serve from the time of appointment until the close of the next annual meeting of the Members, and such appointment shall be announced at the next regular Board meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Notwithstanding the foregoing or anything contained herein to the contrary, as long as Developer shall remain the Owner of a Lot, Developer shall have the right to appoint all Directors; provided, however, that Developer shall have the right, at any time, to relinquish its right to appoint the Directors.

Section 8.2 Election. Election to the Board of Directors shall be by secret written ballot at each and every annual meeting of the Members. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and Section 6.12 of Article VI of these Regulations. The person receiving the largest number of votes shall be elected. Cumulative voting is not permitted. Notwithstanding the foregoing or anything contained herein to the contrary, as long as Developer shall remain the Owner of a Lot, no annual meeting of the Members shall be required and Developer shall have the right to appoint all Directors; provided, however, that Developer shall have the right, at any time, to relinquish its right to appoint the Directors.

ARTICLE IX.

MEETING OF DIRECTORS

Section 9.1 Regular Meetings. The Board of Directors shall meet annually within thirty (30) days after the annual meeting of Members (if an annual meeting of Members is required pursuant to Article VI hereof) or at such other place, date and time as may be fixed by the Board of Directors and, in addition to the annual meeting, may meet at regular meetings established as to time and place by resolution of the Board. Should any regular meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. No Owner other than a Director may attend or participate in any discussion or deliberation of a meeting of the Board of Directors unless the Board of Directors expressly authorizes that Owner to attend or participate.

Section 9.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days' notice to each Director. No Owner other than a Director may attend or participate in any discussion or deliberation of a meeting of the Board of Directors unless the Board of Directors expressly authorizes that Owner to attend or participate.

Section 9.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. A Director shall be considered present at a duly held meeting if he is represented by proxy.

Section 9.4 Notice of Meetings. The Secretary shall give written notice either by personal delivery or by mail of the time and place of each meeting of Directors, other than the annual meeting, to each Director at least two days before the meeting. Directors' meetings may be held at any place designated in the notice, Within or without the State of Ohio. If mailed, such notice shall be deemed to have been given when deposited in the mail. The notice need not specify the purposes of the meeting, and the Directors may consider any matter at any meeting. Notice of adjournment of a meeting need not be given if the time and place to which it is adjourned are fixed and announced at such meeting.

Section 9.5 Waiver of Notice. Attendance of a Director at any meeting will constitute a waiver of notice of such meeting, except when a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Before, at, or after any meeting of the Board of Directors, any member of the Board may waive in writing notice of such meeting, and such waiver will be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the waiver of notice of such meeting.

Section 9.6 Committees. The Directors may create from time to time such committees, standing or special, and give them such powers and authority as they shall deem appropriate. The Directors may create an executive committee of not less than three Directors and delegate to such committee any or all of its powers, except the power to fill vacancies among the Directors or any committee of the Directors. Each committee shall serve at the pleasure of the Directors, shall act only in the intervals between meetings of the Directors, and shall be subject to the control and direction of the Directors.

Section 9.7 Action Taken Without a Meeting. Any action which may be authorized or taken at a meeting of the Directors may be authorized or taken without a meeting with the affirmative vote or approval of, and in a writing or writings signed by, all of the Directors who would be entitled to notice of a meeting for such purpose. Any such writing shall be filed with or entered upon the records of the corporation.

Section 9.8 Telephonic or Electronic Meetings. The Board of Directors may hold a meeting by any method of communication, including electronic or telephonic communication, provided that each Director can hear or read in real time and participate and respond to every other Director.

ARTICLE X.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 10.1 Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Property and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any Assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days, for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership or the Executive Committee by other provisions of these Regulations, the Articles of Incorporation of the Association, or the Declaration;

- (d) declare the office of a member of the Board of Directors, except a member appointed by the Developer, to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (e) employ such independent contractors, and other employees as they deem necessary, and to prescribe their duties;
- (f) create sub-associations or equitably allocate the governance of the Association with respect to discrete portions of the Subdivision, whether related or connected by geography, product type, property type or such other characteristics as the Board of Directors may reasonably determine; and
- (g) exercise all other powers provided to the Board under Ohio law.

Section 10.2 Duties. In addition to the duties required by Ohio law, it shall be the duty of the Board of Directors to:

- (a) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (b) as more fully provided in the Declaration to:
 - (i) fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period;
 - (ii) send written notice of each Annual Assessment to every Owner subject thereto at least fifteen (15) days in advance of each Annual Assessment period;
 - (iii) levy and collect Special Assessments whenever, in the opinion of the Board, it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies. All Special Assessments and will be in statement form and will set forth in detail the various expenses for which the Special Assessments are being made;
 - (iv) levy and collect initial Reserve Fund contributions; and
 - (v) foreclose the lien against any Lot for which Assessments are not paid within sixty (60) days after their due date or bring an action of law against the Owner personally obligated to pay the same, if the Board deems foreclosure or other action necessary.
- (c) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge, not to exceed twenty dollars (\$20.00), may be made by the Board for the issuance of a certificate. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (d) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (e) procure and maintain adequate directors' and officers' liability insurance;
- (f) cause all officers having fiscal responsibilities to be bonded, as may be required by the Declaration;
- (g) keep in good order, condition and repair all the Common Property, special features, landscape easements and all items of personal property, if any, used in the enjoyment of the Common Property. No approval of the Members is required for expenditures for these purposes, except as otherwise required by the Declaration or these Regulations;

- (h) oversee the operation of the Design Review Board and enforce the decisions made by the Design Review Board;
- (i) borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the Declaration and these Regulations and to authorize the appropriate officers to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary; provided, however, that the Board will not borrow more than \$75,000 or cause the Association to be indebted for more than \$75,000 at any one time without the prior approval of a majority of votes of Members present and voting in person or by proxy on the issue;
- (j) enter into contracts within the scope of their duties and powers;
- (k) establish a bank account for the operating account of the Association and for all separate funds as required or deemed advisable by the Board of Directors;
- (l) cause any and all access roads, parking areas, and roadways in and to the Subdivision and across the Property to be maintained to the extent those facilities are within the jurisdiction or control of the Association, subject to the provisions of the Declaration;
- (m) cause the maintenance of the lawn, trees, shrubs, and other vegetation, and the sprinkler or other irrigation systems located on the Common Property for the benefit of the Members;
- (n) cause the maintenance of the lawn, landscape beds, trees, shrubs, and other vegetation, and the sprinkler or other irrigation systems located on the Lots as determined by the Executive Committee in accordance with the terms of the Declaration; and
- (o) cause the removal of snow and ice on portions of the Lots as required by the Declaration.

ARTICLE XI.

OFFICERS AND THEIR DUTIES

Section 11.1 Enumeration of Officers. The officers of this Association shall be a President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create. All officers shall at all times be members of the Board.

Section 11.2 Election of Officers. The election of officers shall take place at each annual meeting of the Board of Directors.

Section 11.3 Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one year and until his successor is elected or appointed.

Section 11.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 11.5 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 on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 11.6 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 11.7 Multiple Offices. The office of Secretary and Treasurer may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one

capacity if such instrument is required by law, the Articles of Incorporation of the Association, or these Regulations to be executed, acknowledged, or verified by two or more officers. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 11.4 of this Article.

Section 11.8 Absence of Officers. In the absence of any officer of the Association or for any other reason the Directors may deem sufficient, the Directors may delegate any or all of the powers or duties of such officer to any other officer or to any Director.

Section 11.9 Compensation. Each officer shall receive such compensation for the performance of his duties as may be fixed from time to time by the Directors. He may also be reimbursed for his reasonable expenses incurred in the performance of his duties.

Section 11.10 Duties. The duties of the officers are as follows:

- (a) President - The President shall be the chief executive officer of the Association and shall exercise supervision over the affairs of the Association and over its several officers subject to the control of the Directors. In the absence of or if a chairman of the board shall not have been elected, the President shall preside at all meetings of Members and all meetings of Directors. The President shall have such other powers and duties as the Directors may from time to time assign to him.
- (b) Secretary - The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.
- (c) Treasurer - The Treasurer shall receive and deposit in appropriate bank or savings and loan accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, keep proper books of accounts, cause annual compilation of the Association books to be made by a CPA at the completion of each fiscal year, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members.
- (d) Assistant Officers - Assistant and subordinate officers shall perform such duties as the Directors or the President may prescribe.

ARTICLE XII.

COMMITTEES

The Board of Directors shall appoint a Nominating Committee, as provided in these Regulations. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE XIII.

ACCOUNTS AND REPORTS

Section 13.1 Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

- (a) A segregation of accounting duties should be maintained, and disbursements by check in any amount greater than \$25,000 will require two signatures. Cash disbursements will be limited to amounts of \$200 or less.
- (b) Cash accounts of the Association will not be commingled with any other accounts.

- (c) No remuneration will be accepted by the Board of Directors or the Manager from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise (except that such persons may be employees of Developer during the period of Developer's control). Anything of value received will be for the benefit of the Association.
- (d) Any financial or other interest that the Manager or a member of the Board of Directors may have in any firm (other than Developer) providing goods or services to the Association will be disclosed promptly to the Board of Directors.
- (e) Commencing at the end of the fiscal year in which the first Lot is sold by Developer and closed, and continuing on an annual basis, financial reports will be prepared for the Board of Directors containing the following:
 - (i) an income statement reflecting all income and expense activity for the preceding fiscal year with respect to the Common Property;
 - (ii) a balance sheet as of the last day of the preceding fiscal year with respect to the Common Property; and
 - (iii) a delinquency report listing all Owners who have been delinquent during the preceding fiscal year in paying the initial Reserve Fund contribution or the periodic installments of Assessments and who remain delinquent at the time of the report, and describing the status of any action to collect such initial Reserve Fund contributions or installments which remain delinquent.
- (f) A balance sheet as of the last day of the Associations fiscal year with respect to the Common Property and an operating statement for the fiscal year with respect to the Common Property will be distributed to the Members.
- (g) An account status report reflecting the status of all accounts in an "actual" versus "approved" budget format with a budget report reflecting any actual or pending obligations that are in excess of budgeted amounts by an amount exceeding the operating reserves or 10% of a major budget category (as distinct from a specific line item in an expanded chart of accounts) will be prepared for the Board periodically upon the Board's request and will be made available to all Members.

ARTICLE XIV.

INDEMNIFICATION

Section 14.1 Indemnification.

- (a) To the fullest extent permitted by law, the Association may indemnify or agree to indemnify any person who was or is 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, Whether or not it is by or in the right of the Association, by reason of the fact that he is or was a Director, officer, employee, committee member, Member, manager, agent, or volunteer of the Association, or is or Was serving at the request of the Association as a Director, officer, employee, committee member, Member, manager, agent, or volunteer of another domestic or foreign nonprofit corporation or corporation for profit, or a partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and

reasonably incurred by him in connection with such action, suit, or proceeding.

- (b) To the extent that a Director, officer, employee, committee member, Member, manager, agent, or volunteer has been successful on the merits or otherwise in the defense of any action, suit, or proceeding referred to in Section 15.1(a) or in the defense of any claim, issue, or matter in such an action, suit, or proceeding, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection with that action, suit, or proceeding.

Section 14.2 Determination of Indemnification. Any indemnification permitted under Section 15.1 shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the Director, officer, employee, committee member, Member, manager, agent, or volunteer is proper in the circumstances because he has met the standard of conduct set forth in applicable law. Such determination shall be made in any of the following manners:

- (a) by a majority vote of a quorum consisting of Directors of the Association who were not and are not parties to or threatened with the action, suit, or proceeding referred to in Section 15.1;
- (b) whether or not a quorum as described in Section 15.2(a) is obtainable, and if a majority of a quorum of disinterested Directors so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with an attorney, who has been retained by or who has performed services for the Association or any person to be indemnified within the past five years;
- (c) by the Members; or
- (d) by the court of common pleas or the court in which the action, suit, or proceeding referred to in Section 15.1 was brought. If an action or suit by or in the right of the Association is involved, any determination made by the disinterested Directors under Section 15.2(a) or by independent legal counsel under Section 15.2(h) shall be communicated promptly to the person who threatened or brought the action or suit by or in the right of the Association, and, within ten days after receipt of such notification, such person shall have the right to petition the court of common pleas or the court in which such action or suit was brought to review the reasonableness of such determination.

Section 14.3 Advancement of Expenses.

- (a) Expenses, including attorney's fees, incurred by a Director, officer, employee, committee member, Member, manager, agent, or volunteer of the Association in defending any action, suit, or proceeding referred to in Section 15.1 may be paid by the Association as they are incurred, in advance of the final disposition of the action, suit, or proceeding, as authorized by the Directors in the specific case, upon receipt of an undertaking by or on behalf of the Director, officer, employee, committee member, Member, manager, agent, or volunteer to repay the amount if it ultimately is determined that he is not entitled to be indemnified by the Association under this Article XV.
- (b) Unless the only liability asserted against a Director in an action, suit, or proceeding referred to in Section 15.1 is pursuant to Section 1702.55 of the Ohio Revised Code, the expenses (including attorney's fees) incurred by a Director or volunteer in defending such action, suit, or proceeding shall be paid by the Association. Upon the request of the Director or volunteer,

together with an undertaking by or on behalf of the Director or volunteer to repay the amount if it ultimately is determined that he is not entitled to be indemnified by the Association under this Article XV, those expenses shall be paid as they are incurred, in advance of the final disposition of the action, suit, or proceeding. Notwithstanding the foregoing, the expenses (including attorney's fees) incurred by a Director or volunteer in defending an action, suit, or proceeding referred to in Section 15.1 shall not be paid by the Association upon the final disposition of the action, suit, or proceeding, or, if paid in advance of the final disposition of the action, suit, or proceeding, shall be repaid to the Association by the Director or volunteer, if it is proved, by clear and convincing evidence, in a court with jurisdiction, that the act or omission of the Director or volunteer was one undertaken with a deliberate intent to cause injury to the Association or if it was one undertaken with reckless disregard for the best interests of the Association.

Section 14.4 Insurance. The Association may 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 person who is or was a Director, officer, employee, committee member, Member, manager, agent, or volunteer of the Association, or is or was serving at the request of the Association as a Director, officer, employee, committee member, Member, manager, agent, or volunteer of another domestic or foreign nonprofit corporation or corporation for profit, or a partnership, joint venture, trust, or other enterprise, against any Liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against that liability under this Article XV. Insurance may be so purchased from or so maintained with a person in which the Association has a financial interest.

Section 14.5 Miscellaneous. The indemnification authorized by this Article XV shall not be exclusive of, and shall be in addition to, any other rights granted to those seeking indemnification, pursuant to the Articles of Incorporation of the Association, any agreement, a vote of Members or disinterested Directors, or otherwise, both as to action by a Director, officer, employee, committee member, Member, manager, agent, or volunteer in his official capacity and as to action in another capacity while holding his office or position; shall continue as to a person who has ceased to be a Director, officer, employee, committee member, Member, manager, agent, or volunteer; and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE XVII.

AMENDMENTS

These Regulations may be amended at a regular or special meeting of the Members, by affirmative vote of a majority of the total number of votes held by each class of Members of the Association or by written consent of Members holding a majority of the total number of votes held by each class of Members of the Association or by the Developer prior to the Turnover Date. All amendments shall be placed in the Association's minute book immediately following these Regulations.

ARTICLE XVIII.

MISCELLANEOUS

Section 18.1 Books and Records. Subject to any limitations provided by Ohio law, the books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member, and any holder, insurer or guarantor of a first mortgage on a Lot. Income and expenses shall be maintained and reported separately for Common Property. The Declaration, the Articles of Incorporation of the Association and the Regulations of the

Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 18.2 Fiscal Year. The fiscal year shall begin on the first day of January every year, except that the first fiscal year of the Association shall begin on the date of incorporation. The commencement date of the fiscal year herein established may be changed by the Board of Directors should corporate practice subsequently dictate.

Section 18.3 Execution of Association Documents. All notes, contracts, other documents, checks, and other drafts shall be executed on behalf of the Association by such officers, agents or other persons as are from time to time designated by the Board of Directors.

Section 18.4 Conflict of Documents. In the case of any conflict between the Articles of Incorporation of the Association and these Regulations, the Articles of Incorporation of the Association shall control, and in the case of conflict between the Declaration and these Regulations, the Declaration shall control.

Section 18.5 Corporate Seal. The Association shall have no seal unless the Directors adopt a seal. If adopted, the seal shall be circular, about two (2) inches in diameter, and shall have the name of the Association engraved around the perimeter and the word "Seal" engraved across the diameter.

Section 18.6 Effective Date. These Regulations, which supersede and replace in their entirety any previous Regulations of the Association, shall be effective upon adoption by Members holding a majority of the total number of votes held by each class of Members of the Association.