DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR BRIDLE CREEK RANCH SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR BRIDLE CREEK RANCH SUBDIVISION ("Declaration") is made this 4th day of DECEMBER, 2014, by BRIDLE CREEK RANCH, LLC, an Ohio limited liability company (the "Declarant"), under the following circumstances:

A. Declarant has subdivided certain land in Washington Township, Montgomery County, Ohio and is currently the owner of all of the Lots in the subdivision known as Bridle Creek Ranch Subdivision, more particularly described in Exhibit A attached hereto and made a part hereof (collectively, the "Property"), and also as shown on the Record Plat for Bridle Creek Ranch Subdivision;

B. Declarant, as owner of the Property described herein, desires that the Property be held, sold, used and conveyed subject to the covenants, conditions and restrictions contained in this Declaration and further desires to establish certain easements, assessments and lien rights upon the Lots in the Subdivision to advance the purposes set out herein;

C. In order to advance the purposes of this Declaration and in accordance with Section 5312.03 of the Ohio Revised Code, Declarant has formed or, prior to the sale of the first Lot, will form Bridle Creek Ranch Homeowners Association, Inc., an Ohio nonprofit corporation (the "Association"), which shall be responsible for the maintenance, management and control of the Common Elements on the Property; and

D. Declarant hereby reserves the right, during the Development Period, within its sole and absolute discretion to create and record such supplementary Declarations or amendments hereto, including as necessary or appropriate in connection with any replat or subsequent plat with such terms and conditions as Declarant deems appropriate.

NOW, THEREFORE, in consideration of the foregoing and for the purpose of establishing and assuring a uniform plan for the development of the Property, and enhancing
and protecting the value, desirability and attractiveness of the Property, Declarant, as owner of the Property described herein, on behalf of itself, and of its successors and assigns, hereby declares that the Property shall be held, sold, used, occupied and conveyed subject to this Declaration and the covenants and restrictions, assessments and assessment liens provided herein, and shall be subject to or benefited by, as the case may be, the licenses and easements described herein, all of which shall run with the land and each part thereof, and be binding upon all parties having any right, title or interest in the land and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Declarant, its successors and assigns and each Owner of a Lot, and the respective heirs, successors and assigns thereof, and the Association.

SECTION 1.
DEFINITIONS

The words in this Declaration and the Code of Regulations which begin with capital letters, other than words which would be normally capitalized, unless the context otherwise requires, shall have the meanings set forth in this Section 1.

1.1. Annual Meeting. “Annual Meeting” means the annual meeting of the Members of the Association held pursuant to and consistent with the Code of Regulations.

1.2. Articles and Articles of Incorporation. “Articles” and “Articles of Incorporation” mean those articles, filed with the Secretary of State of Ohio, incorporating the Association as a nonprofit corporation under the provisions of Chapter 1702 of the Ohio Revised Code, as the same may be amended from time to time.


1.4. Association. “Association” means Bridle Creek Ranch Homeowners Association, Inc., an Ohio nonprofit corporation, comprised of the Owners of Lots in the Subdivision, which owns, operates, governs and maintains the Common Elements, and any successor organization which owns, operates and maintains the Common Elements.

1.5. Board or Board of Directors. “Board” or “Board of Directors” means the board of directors of the Association established pursuant to its Articles of Incorporation, Code of Regulations, and this Declaration.

1.6. Builder. “Builder” means any person or entity, other than Declarant, who, in the ordinary course of business, constructs a Dwelling Unit, with or without accessory structures, on a Lot for resale to, or on behalf of, a third party.
1.7. **Code of Regulations.** "Code of Regulations" means the Code of Regulations or Bylaws of the Association adopted pursuant to Chapter 1702 of the Ohio Revised Code, attached hereto as Exhibit B, as the same may be amended from time to time.

1.8. **Common Elements.** "Common Elements" means all real property that is owned or leased by the Association, or property in which the Association has an interest such as an easement, for the benefit, use and enjoyment of all of the Members of the Association. "Common Elements" includes those areas that have been specifically designated by Declarant on the Record Plat as "open space", "green space", "common area", "common elements", or such other intended designated, together with all entrance walls, boulevards and identification monuments, landscaping, landscape mounds, signage, fences, walkways, street lights, preservation easements (if any), Retention Ponds, other lakes or ponds, or other improvements constructed for the common use and enjoyment of the Owners.

1.9. **Common Expenses.** "Common Expenses" means expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves, as more particularly described in Section 4 of this Declaration.

1.10. **Constituent Documents.** "Constituent Documents" mean this Declaration, the Record Plat, the Code of Regulations, the Articles of Incorporation, any rules and regulations adopted by the Board, any management agreement between the Association and a professional management company for the Common Elements on the Property, and any other documents used to create and govern the Property.

1.11. **Declarant.** "Declarant" means Bridle Creek Ranch, LLC, an Ohio limited liability company, its successors and assigns.

1.12. **Declaration.** "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Bridle Creek Ranch Subdivision, as the same may amended from time to time.

1.13. **Default.** "Default" means any violation or breach of, or any failure to comply with, the Restrictions, this Declaration, or any other Constituent Documents.

1.14. **Development Period.** "Development Period" means the period commencing on the date on which this Declaration is recorded in the Montgomery County, Ohio Recorder's Office and terminating on the earlier to occur of: (a) when Declarant, in its sole discretion, so determines; or (b) when one hundred percent (100%) of the Lots are sold to a third party, other than a Builder, and Declarant no longer has an interest in the Subdivision.

1.15. **Development Period Special Meeting.** "Development Period Special Meeting" has the meaning assigned to such term in Section 3.2.2 of this Declaration.
1.16. **Director(s).** "Director" or "Directors" means a member of the Board of Directors of the Association.

1.17. **Drainage Easements.** "Drainage Easements" means any easements for surface water drainage within or for the benefit of Lots in the Subdivision. These easements are for the benefit of all Owners and any agency of Washington Township, Ohio or Montgomery County, Ohio having jurisdiction over drainage control. Drainage Easements may be located on Lots, Common Elements, or property adjoining the Subdivision.

1.18. **Dwelling Unit.** "Dwelling Unit" means any building or portion of a building situated upon the Property that is designed and intended for use and occupancy as a single-family residence.

1.19. **General Assessment.** "General Assessment" means the charge established by Section 4.2 of this Declaration.

1.20. **Individual Assessment.** "Individual Assessment" means the charge described in Section 4.3 of this Declaration.

1.21. **Lot(s).** "Lot" or "Lots" means each of the parcels of land shown as such upon the Record Plat of the Property, other than those parcels designated as "open space", "green space", "common area", "common elements", or such other intended designated on the Record Plat.

1.22. **Maintenance Standards.** "Maintenance Standards" mean those standards adopted by Declarant or the Board pursuant to Section 7 of this Declaration as the same may from time to time be amended.

1.23. **Majority Vote.** "Majority Vote" means the amount of votes equaling at least 50.1% of the total votes outstanding.

1.24. **Manager.** "Manager" has the meaning assigned to such term in Section 8.4.

1.25. **Members.** "Members" means all Owners of Lots in the Subdivision.

1.26. **Occupant.** "Occupant" means any person in possession of a Lot or Dwelling Unit whether or not such possession is lawful and includes, without limitation, an Owner's family members, guests, invitees, or Tenants.

1.27. **Owner.** "Owner" means, with respect to any Lot, the owner of record from time to time, whether one or more persons or entities, of an interest in fee simple, reversion, remainder or leasehold estate of ninety-nine (99) years or more, but does not include the Association. "Owner" includes a purchaser under a recorded land contract but not a person or entity having an interest in a Lot merely as security for the performance of an obligation.
1.28. **Property.** "Property" means that certain land in Washington Township, Montgomery County, Ohio, more particularly described in Exhibit A.

1.29. **Record Plat.** "Record Plat" means the plat of Bridle Creek Ranch Subdivision to be recorded in the Montgomery County, Ohio Records, whether or not such plat is recorded in phase or sections.

1.30. **Restrictions.** "Restrictions" means all covenants, conditions, restrictions, easements, charges, liens and other obligations provided for in this Declaration, including without limitation the Maintenance Standards, and all notices issued and rules and regulations adopted in accordance with this Declaration or the Code of Regulations.

1.31. **Retention Pond.** "Retention Pond" means an area depicted on the Record Plat to be used as a basin to retain or detain storm water within the Subdivision.

1.32. **Special Assessment.** "Special Assessment" means the charge established by Section 4.4 of this Declaration.

1.33. **Structure.** "Structure" means: (a) any thing or object (other than trees, shrubbery, or landscaping) the placement of which upon any part of the Property may affect the appearance of the Property, including without limitation a porch, shed, barn, storage facility, covered or uncovered patio, fence, curbing, paving, wall, signboard or any other temporary or permanent improvement; and (b) any excavation, fill, ditch, dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any part of the Property, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any part of the Property.

1.34. **Subdivision.** "Subdivision" means Bridle Creek Ranch Subdivision, a subdivision consisting of approximately Forty-Nine (49) Lots, located on the Property, as shown on the Record Plat or Plats, as the case may be.

1.35. **Tenant.** "Tenant" means any person occupying any Lot pursuant to a lease or rental agreement with the Owner thereof or with any other person or entity claiming under the Owner.

1.36. **Working Capital Assessment.** "Working Capital Assessment" means the charge established by Section 4.5 of this Declaration.

**SECTION 2.**

**PROPERTY SUBJECT TO THIS DECLARATION**

The Property, each portion thereof, and all Dwelling Units thereon shall be held, transferred, sold, conveyed, leased, mortgaged and occupied subject to the terms, provisions, covenants and conditions of this Declaration.
SECTION 3.
ASSOCIATION

3.1. **Formation of the Association.** Declarant has caused or will cause the Association to be formed in accordance with Chapter 1702 of the Ohio Revised Code. The purpose of the Association, as more fully described in the Articles, is to provide for the administration, governance, maintenance, management and upkeep of the Property and to promote the general health and welfare of the Owners and Occupants of the Subdivision and the Property.

3.2. **Board of Directors.**

3.2.1. Until the Development Period Special Meeting, the Board shall consist of three Directors appointed by Declarant, who shall serve until their respective successors are appointed and qualified. A Director appointed by Declarant need not be a Member of the Association. A Director elected by the Members on or after the Development Period Special Meeting must be an Owner of a Lot or Dwelling Unit or a spouse of an Owner of a Lot or Dwelling Unit, except that if an Owner is a corporation, partnership, joint venture, or other entity, the Owners may elect as a Director an officer, partner, joint venturer, or like individual affiliated with such entity.

3.2.2. Not more than sixty (60) days after the earlier of the following occurs, the President of the Association shall call a special membership meeting ("Development Period Special Meeting"): (a) the expiration of the Development Period; or (b) Declarant relinquishes, in writing, the right to appoint Directors. At the Development Period Special Meeting, the Directors appointed by Declarant shall be deemed removed from office, and the Members, including Declarant if it is then an Owner, shall elect a new Board consisting of at least three but not more than five Directors who all shall be Owners or who shall otherwise be qualified to be a Director pursuant to Section 3.2.1 above. The persons so elected shall take office immediately upon election.

3.2.3. Notwithstanding anything above to the contrary, Declarant may, by written notice to the Board, relinquish to the Owners Declarant’s right to appoint or elect one or more Directors pursuant to this Section 3.

3.3. **Membership.** The membership of the Association shall at all times consist exclusively of Owners. All Owners shall be Members. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

3.4. **Voting Rights.** Voting rights of the Members of the Association shall be as provided in the Code of Regulations of the Association.

3.5. **Association’s Power, Authority and Duties.** The Association shall have all the rights, powers, and duties established, invested, or imposed by its Articles of Organization,
the Code of Regulations, and duly adopted rules and regulations, and the laws of the State of Ohio applicable with respect to Ohio nonprofit corporations. In addition, the Association is hereby delegated the power and authority, as owner of the Common Elements in the Subdivision, and after expiration of the Development Period, to enforce the protective covenants and restrictions and other provisions of this Declaration.

3.6. **Members Rights and Duties.** Each Member shall have the rights, duties and obligations set forth in this Declaration and all amendments duly made hereto in accordance with Section 13.2.

**SECTION 4. ASSESSMENTS**

4.1. **Purpose of the Assessments.** The Assessments are established for the benefit and use of the Association and shall be used in covering the costs of Common Expenses and for such other purposes as hereinafter set forth.

4.2. **General Assessment.** A General Assessment is hereby established for the benefit of the Association, its successors and assigns, and all Owners, as a charge on each Lot or Dwelling Unit. The General Assessment shall be used in covering the Common Expenses incurred by the Association, including but not limited to: expenses relating to operating, insuring, maintaining, repairing, and replacing, as necessary, the Common Elements, including without limitation, the entrance walls, boulevards and identification monuments, landscaping, landscape mounds, signage, fences, walkways, street lights, preservation easements (if any), Retention Ponds, other lakes or ponds and other improvements that are part of the Common Elements; real estate taxes and assessments on the Common Elements; the cost of supplying water to the Common Elements; expenses relating to mowing, edging and fertilizing all grass on the Common Elements; the cost of reasonable reserves for contingencies, replacements and working capital; management fees; organizational costs; and all other costs incurred by Declarant or the Board in the exercise of its powers and duties pursuant to this Declaration. The General Assessment shall be estimated in accordance with Section 4.6 of this Declaration. The obligation to pay the General Assessment shall not in any manner be dependent on or discharged, or otherwise affected by the use or non-use of the Common Elements or the actual occupancy of any Lot or Dwelling Unit on the Property. Each Owner, by acceptance of a deed for a Lot, covenants and agrees to pay such General Assessment, except Declarant and any Builder shall have no obligation to pay the General Assessment until Declarant or any Builder conveys the Lot or Dwelling Unit to a third party purchaser. The General Assessment shall be effective, as to each Lot or Dwelling Unit, on the date this Declaration is recorded in the Montgomery County, Ohio Recorder's Office or the date that a budget is established pursuant to Section 4.6, whichever is later. Each third party purchaser shall pay to the Association, at the time of closing on the Lot, the annual General Assessment applicable to such Lot for such calendar year, prorated for the number of days remaining in such calendar year from the date of closing through the end of the year.
4.3. **Individual Assessment.** The Association, after approval by a majority of the members of the Board, and after written notice to the respective Owner, shall have the right to place an Individual Assessment on a Lot or Dwelling Unit for costs incurred by the Association in connection with a Default by an Owner or Occupant, including without limitation:

4.3.1. any costs incurred for maintenance, repair or replacement caused through the willful or negligent act of an Owner or Occupant or their family, Tenants, guests or invitees, including, but not limited to, attorney’s fees, court costs and other expenses incurred;

4.3.2. any costs associated with the enforcement of this Declaration, the Code of Regulations or any other rules and regulations of the Association, including without limitation costs associated with preparation, recording, and enforcement of liens, attorney’s fees, witness fees and costs, court costs and other expenses incurred; or

4.3.3. such other costs or charges permitted by this Declaration or the Code of Regulations.

Such notice from the Board as described in this Section 4.3 shall include (i) a description of the property damage or violation; (ii) the amount of the proposed Individual Assessment; (iii) a statement that the Owner has a right to a hearing before the Board to contest the proposed Individual Assessment; (iv) a statement setting forth the procedure to request a hearing; and (v) a reasonable date by which the Owner must cure a continuing violation in order to avoid the Individual Assessment, if an opportunity to cure is applicable. If a hearing is requested by the Owner by written notice to the Board not later than the tenth (10th) day after the Owner receives the notice from the Board as described in this Section 4.3, the Board must give the Owner written notice of the location, time and date of hearing at least seven (7) days prior to the hearing and the Board shall deliver written notice to the Owner of the Initial Assessment within thirty (30) days of such hearing. If the Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board immediately may impose an Individual Assessment.

4.4. **Special Assessment.** To the extent that the Association’s reserve fund is insufficient, the Association may levy a Special Assessment for the following reasons:

4.4.1. If there is an operating deficit in any calendar year, the Association may levy a Special Assessment sufficient in an amount so as to allow the Association to satisfy such deficit in part or in whole, provided that any such Special Assessment shall have been approved in accordance with Section 4.4.3 below.

4.4.2. To the extent that the capital budget is insufficient, the Association may levy a Special Assessment in any fiscal year to construct, structurally alter, or replace capital improvements which are a part of the Common Elements.
4.4.3. If the total amount of Special Assessments allocable to each Lot or Dwelling Unit does not exceed one hundred twenty percent (120%) of the General Assessment for that fiscal year, the Board may impose the Special Assessment in its sole discretion. Any Special Assessments which would cause the amount of Special Assessments allocable to any Lot or Dwelling Unit to exceed this limitation shall be effective only if approved by a Majority Vote of the Members voting in person or by proxy at a meeting duly called for such purpose. Special Assessments shall be paid as determined by the Board, and the Board may permit Special Assessments to be paid in installments extending beyond the fiscal year in which the Special Assessment is imposed.

4.5. Working Capital Assessment. In addition to the prorated General Assessment, at the time of closing on the sale of each Lot with a Dwelling Unit from Declarant or any Builder to a third party purchaser, the purchaser shall pay to the Association a Working Capital Assessment in the amount of Seven Hundred Ninety-Five and no/100 Dollars ($795.00). This Working Capital Assessment shall be used by the Association for its operating expenses and is not an advance payment of the General Assessment or any other Assessment established herein. The Working Capital Assessment may be commingled with the Association's other funds and is not required to be held in a separate trust or reserve account. Declarant and any Builder shall be exempt from paying the Working Capital Assessment.

4.6. Computation of General Assessment. The General Assessment shall be computed and levied in accordance with the budget adopted by the Board pursuant to the Code of Regulations.

4.7. Covenant of Payment; Creation of Lien. Each Owner of a Lot, by acceptance of a deed or other instrument of conveyance for that Lot, agrees to pay to the Association the General Assessments, Special Assessments, Individual Assessments, and Working Capital Assessments provided in this Section 4. The Assessments (and any fines or other charges imposed against an Owner or Occupant, administrative late charges, interest, costs of collection and reasonable attorney’s fees) shall be a charge and lien on each Lot and shall also be the personal obligation of the Owner of each Lot, to the extent and for the period provided in this Section 4.

4.7.1. Perfection and Priority of Liens. The Association has a lien upon the estate or interest of an Owner in any Lot for the payment of any Assessment, including, without limitation, any Individual Assessment or other charge levied in accordance with Section 4.3 and Section 5312.11 of the Ohio Revised Code, as well as for fines imposed against an Owner or Occupant and any related interest, administrative late fees, enforcement assessments, collection costs, attorneys’ fees, and paralegal fees, that are chargeable against the Lot and that remain unpaid for ten (10) days after any portion has become due and payable. If the Owner owns more than one Lot, the lien applies in the full amount to all Lots.
owned by the Owner, but may not be collected more than once. All of the following apply to a lien charged against a Lot pursuant to this Section:

(a) the lien is effective on the date a certificate of lien is filed in the office of the Montgomery County, Ohio Recorder, pursuant to authorization by the Board, and such certificate shall contain a description of the Lot, the name of the record Owner of the Lot, and the amount of the unpaid Assessment or charge and shall be subscribed to by the president of the Board or other designated representative of the Association;

(b) the lien is a continuing lien upon the Lot against which each Assessment is made, subject to automatic subsequent adjustments reflecting additional unpaid interest, administrative late fees, enforcement assessments, collection costs, attorney’s fees, paralegal fees, and court costs;

(c) the lien is valid for a period of five (5) years from the date of filing, unless it is sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or unless it is discharged by the final judgment or order of a court in an action brought to discharge the lien as provided below in this Section 4.7.1; and

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

An Owner may commence an action for a discharge of the lien in the Montgomery County, Ohio Court of Common Pleas if the Owner believes that the liability for the unpaid Assessment or charge for which the Association filed a certificate of lien was improperly charged. In the action, if it is finally determined that the unpaid amount of the Assessment or charge was improperly charged to the Owner or the Lot, the court shall enter an order that it determines to be just, which may provide for a discharge of record of all or a portion of the lien and an award of attorney’s fees to the Owner.

4.7.2. Foreclosure Actions. In any foreclosure action that the holder of a lien commences, the holder shall name the Association as a defendant in the action. The Association or the holder of the lien is entitled to the appointment of a receiver to collect rental payments due on the Lot. Any rental payment a receiver collects during the pendency of a foreclosure action shall be applied first to the payment of the portion of the Common Expenses chargeable to the Lot during the foreclosure action. The Association or an agent the Board authorizes is entitled to become a purchaser at the foreclosure sale. A mortgage on any Lot may contain a provision that secures the mortgagee’s advances for the payment of the portion of the Common Expenses chargeable against the Lot upon which the mortgagee holds the mortgage. In the event of a foreclosure or similar occurrence in which an Owner’s
obligation to pay Assessments or other charges becomes uncollectible and the Association’s lien for the Assessments or other charges is extinguished, the Association shall have the right to charge a reinstatement fee to the succeeding Owner of the Lot in question in an amount equal to twelve (12) months of Assessments.

4.8. **Allocation of General and Special Assessments.** The portion of the General Assessment and any Special Assessment chargeable to each Lot shall be a fraction, the numerator of which is one and the denominator of which is the total number of Lots subject to this Declaration. The Owner of each Lot shall be charged with the payment of that portion of the total General Assessment or Special Assessment. Notwithstanding the foregoing, neither Declarant nor any Builder shall have any obligation to pay any Assessment on a Lot.

4.9. **Surplus.** If the General Assessment collected in any given year is in excess of the actual Common Expenses for that year, the Board may, at its sole discretion: (a) refund each Owner’s share of the surplus; (b) credit each Owner’s share of the surplus to each Owner’s payment of the General Assessment due for the following year; or (c) apply the surplus to the reserve.

4.10. **Payment.** The General Assessments shall be due and payable on January 15th of each year (unless the Board or Declarant determines to bill such assessments monthly, quarterly or semi-annually). The first assessment for any Owner shall be prorated in accordance with Section 4.2 above and shall be paid at the time of closing on the Lot. The Board or Declarant shall have the power from time to time to adopt such billing, collection and payment procedures, late charges and other payment time schedules as it deems appropriate. The Board shall make reasonable efforts to fix the estimated amount of the General Assessment in accordance with Section 4.6 above at least thirty (30) days in advance of the date such General Assessment is due and payable. The Board or Declarant shall send each Owner written notice of the General Assessment for each assessment year. Additionally, any Special Assessment or Individual Assessment imposed by the Board shall become due upon the date designated in the notice, but not less than thirty (30) days after the mailing of the notice of the amount due to the Owner(s) by United States mail.

4.11. **Delinquency and Acceleration.** Any installment of an Assessment provided for by this Declaration shall become delinquent if not paid on the due date as established by this Declaration or by the Board or Declarant, as applicable. With respect to each installment of an Assessment not paid within ten (10) days of its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, costs of collection, reasonable attorney’s fees and interest at the rate determined in the Code of Regulations (but not in excess of the maximum rate permissible under Ohio law). Interest shall be calculated from the date of delinquency to the date full payment is received by the Association. If any Assessment is payable in installments and any installment is not paid within thirty (30) days of its due date, the Board may, at its election, declare all of the unpaid balance of the Assessment for the then current fiscal year, attributable to that Lot, to be immediately due and payable without further
demand. The Association may enforce the collection of the full Assessment and all charges thereon in any manner authorized by law, this Declaration or the Code of Regulations.

4.12. **Remedies Cumulative.** A suit to recover money judgment for unpaid Assessments and charges may be maintained without foreclosing or waiving the right to enforce the lien. A foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

4.13. **Personal Obligation.** The Assessments, including fines or other charges, if any, payable by each Owner, together with any and all administrative late charges, interest, costs of collection and reasonable attorney’s fees, shall be the personal obligation of the Owner of the Lot or Dwelling Unit. The personal obligation shall not pass to any successors in title unless expressly assumed by them, although the lien on the Lot will continue until paid or until the lien expires. If the obligation is so assumed by a successor in title, the successor and the former Owner shall be jointly and severally liable for payment of the amounts assumed.

4.14. **Statement.** The Association shall upon written request of the Owner, contract purchaser, or first mortgagee, furnish a statement setting forth the amount of unpaid Assessments against the Lot, or stating that the amount of any Assessments due for such Lot have been paid. This statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Board, and every Owner. The Association may charge a reasonable amount for this statement.

4.15. **No Exemption for Liability for Assessments.** No Owner is exempt from liability for payment of any Assessments by waiving of the use or enjoyment of the Common Elements or by abandoning the Lot against which the Assessments are made, or the Dwelling Unit on such Lot.

4.16. **Books and Records of the Association.**

4.16.1. **Inspection by Members.** The membership book, account books and minutes of the Association, the Board or any committee shall be made available for inspection and copying by Members or by their duly appointed representatives at any reasonable time and for a purpose reasonably related to a Member’s interest as a Member at the office of the Association or at such other place as the Board shall prescribe. A Member desiring to make inspection shall give notice to the Board. The Board will notify the Member of the hours and days of the week and location when and where such inspection may be made. The Member shall pay the costs of reproducing any copies requested by the Member. Notwithstanding the foregoing, unless approved by the Board, a Member may not examine or copy any of the following from the books, records and minutes:

(a) Information that pertains to property-related personnel matters;
(b) Communications with legal counsel or attorney work product pertaining to potential, threatened or pending litigation, or other property-related matters;

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

(d) Information that relates to the enforcement of this Declaration, the Code of Regulations or rules of the Association against other Owners; or

(e) Information, the disclosure of which is prohibited by state or federal law.

4.16.2. Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect (a) all books, records, and documents of the Association, the Board or any committee and (b) the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents at the expense of the Association.

SECTION 5.
ARCHITECTURAL REVIEW

5.1. Plan Approval Requirement. No improvement, change (including, without limitation, change in exterior color), construction, addition, excavation, landscaping, fencing, tree removal or other work or action which in any way alters the exterior appearance of the Subdivision from its theretofore natural or improved state (and no change, alteration or other modification of any of the foregoing previously approved hereunder), and no addition to or modification of an improvement or landscaping (whether or not theretofore approved hereunder) shall be commenced or continued until the same shall have first been approved in writing by Declarant, if it is prior to the expiration of the Development Period, or thereafter, by the Board. No Dwelling Unit, Structure or other improvement shall be commenced, constructed, erected, placed, moved onto or permitted to remain on any Lot, nor shall any Dwelling Unit, Structure or other improvement on any Lot be remodeled, painted or altered or expanded in any way which changes the exterior appearance thereof, unless detailed plans and specifications therefore shall have been submitted to and approved in writing by Declarant, if it is prior to the expiration of the Development Period, or thereafter, by the Board. Such plans and specifications shall be in such form and shall contain such information as the Board or Declarant, as applicable, may reasonably require, including without limitation any or all of the following: a site plan; proposed landscaping; patio and walkway locations; description of materials and colors; location of lighting; architectural plans including cross-sections, floor plans, square footage and elevations; and evidence of conformity with building codes. In reviewing such plans and specifications, Declarant, if it is prior to the expiration of the Development Period, or thereafter, the Board, may take into consideration, in its sole discretion, the suitability of the proposed Dwelling Unit, Structures and other improvements.
of any kind and the materials of which any such items are to be built to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the Dwelling Unit, Structures or other improvements of any kind, as planned, on the outlook from adjacent neighboring property. The Board, and during the Development Period, Declarant, shall either approve the plans and specifications, disapprove them, or approve them with conditions or qualifications.

5.2. Approval of Plans and Specifications. Approval of plans and specifications submitted to Declarant, if it is prior to the expiration of the Development Period, or thereafter, the Board, with respect to any Lot shall be based, among other things, upon conformity and harmony of the proposed plans with the development plans for the Subdivision, other Dwelling Units and Structures of the Subdivision, the effect of the location and use of the Dwelling Unit, Structure or other improvements on neighboring property, and conformity of the plans and specifications with the requirements of Section 5.1 above and Section 6.2 below and the purposes outlined in this Declaration. Upon final approval thereof, a copy of the detailed plans and specifications shall be deposited for permanent record with the Board or Declarant, as applicable, and a copy bearing the written approval of the Board or Declarant, as applicable, shall be returned to the applicant. Approval by Declarant, if it is prior to the expiration of the Development Period, or thereafter, the Board, of plans and specifications with respect to any Lot shall not impair the right of Declarant or the Board to subsequently approve a requested amendment of such plans and specifications relating to such Lot (subject to the requirements of this Section 5).

5.3. Disapproval of Plans and Specifications. If plans and specifications (whether schematic, preliminary or detailed) submitted to the Board or Declarant, as applicable, with respect to any Lot do not comply with the requirements of Section 5.1 above and Section 6.2 below as to the information required to be included in the plans and specifications, the Board or Declarant, as applicable, may either disapprove such plans and specifications or approve them subject to such conditions and qualifications as the Board or Declarant, as applicable, may deem necessary to achieve compliance.

5.4. Approval of Plans by Declarant. Each contract to sell Lots entered into by Declarant may require that each purchaser of a Lot secure Declarant’s approval of a site plan and plans and specifications prior to commencement of construction of a Dwelling Unit and other improvements and Structures on a Lot. In addition to other remedies available to Declarant under such contract(s), and at law or in equity, Declarant shall have all legal and equitable remedies available under this Declaration and particularly Section 9.3 of this Declaration to enforce the plan approval and other provisions of such contracts against the purchaser(s) thereunder and successors in title to the purchaser(s) thereunder with regard to each Lot. Notwithstanding anything to the contrary in this Declaration, during the Development Period, the plans and specifications for the initial construction of a Dwelling Unit and other improvements or Structures on a Lot shall be subject only to Declarant’s approval and shall not require approval by the Board.
5.5. **Complete Authority of Declarant.** Submission of plans for approval to Declarant constitutes acceptance of the decisions rendered by Declarant. It is acknowledged that during the Development Period, Declarant has total, complete, absolute and final discretion and authority to approve or disapprove all plans as submitted. In addition to the architectural standards and requirements set forth in this Declaration, Declarant may, but is not obligated to, establish additional architectural standards and requirements to help guide Owners and Builders with plan development. No Dwelling Unit, Structure or other improvement may be built or made which are in any manner inconsistent with, or in violation of, the architectural standards and requirements without the written approval of Declarant. Declarant shall have the right to amend or supplement the architectural standards and requirements at any time, in its sole discretion, but any such amendments or supplements shall not apply to existing improvements or approved plans.

5.6. **Failure to Approve.** If the Board or Declarant, as applicable, fails to act upon any plans and specifications submitted to it within sixty (60) days after submission thereof, such plans and specifications shall be deemed to have been disapproved and rejected.

5.7. **Expiration of Approval.** If construction of a Dwelling Unit, Structure or other improvement is not commenced on a Lot on or before six (6) months from the date of submission of plans and specifications, then any approval of the Board or Declarant, as applicable, shall be automatically canceled and a new submission shall be required.

5.8. **Violations.** If any Dwelling Unit, Structure or other improvement situated upon any Lot is constructed, erected, placed, remodeled or altered other than in accordance with the approved plans and specifications and with Section 6 below, the Board or Declarant, as applicable, shall give notice of a Default to the Owner of the Lot involved; provided, however, that the Board or Declarant may, upon such conditions as it may determine, waive any such Default if it finds that such Default does not substantially conflict with the purposes outlined in this Declaration.

5.9. **Enforcement.** In the event of a violation of the provisions of this Section 5, the Association shall have the right to enforce this Section 5 by any proceedings authorized in this Declaration, the Code of Regulations, or any rules and regulations, as well as any other relief available at law or in equity, including as provided in Section 5.14 and Section 9.3 below.

5.10. **Fees.** The Board or Declarant, as applicable, may charge reasonable fees for reviewing plans and specifications. Such fees may cover the cost of review, including inspection costs. Such fees shall be payable at the time of submission of the respective plans and specifications for approval and shall be paid to the Association or Declarant, as applicable.

5.11. **Liability.** Neither Declarant, the Association, the Board, nor any member thereof, nor any of their respective heirs, personal representatives, successors or assigns shall be liable to anyone submitting plans for approval by reason of mistakes of judgment,
negligence or nonfeasance arising out of or in connection with the approval, disapproval, or failure to approve any plans. Every person and entity submitting plans to Declarant or the Board, as applicable, agrees by said submission that he or it will not bring any action or suit against the Association, the Board or Declarant to act or to recover any damages.

5.12. **Scope of Approval.** No approval of plans and specifications shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designated residence. Such approvals and standards shall in no event be construed in representing or guaranteeing that any Dwelling Unit, Structure or other improvement will be built in a good and workmanlike manner.

5.13. **Approval Subject to Governmental Regulations.** Approval of any plans shall not be interpreted or construed as an acceptance of plans that violate any applicable township, municipal, state or federal regulations, codes, ordinances, and statutes applicable to standards of building. Further, approval of any plans and specifications shall not constitute a representation or warranty as to their compliance with such applicable regulations, codes, ordinances, and statutes.

5.14. **Failure to Comply.** If any improvement, alteration or change is made without the prior written approval of Declarant, if it is prior to the expiration of the Development Period, or thereafter, the Board, the Owner shall, upon demand of the Board or Declarant, as applicable, cause such construction or alteration to be removed, remodeled or restored in order to comply with the requirements of this Section 5. The Owner shall be liable for the payment of all costs of such removal or restoration, including (a) all costs and reasonable attorney’s fees incurred by the Board or Declarant, as applicable, and (b) a fine of up to $1,000 if such removal or restoration is not completed within thirty (30) days of demand by the Board or Declarant, as applicable. Such costs may also be the basis for an Individual Assessment applicable to such Owner. The Board and Declarant are specifically empowered to enforce the architectural provisions of this Declaration by any legal or equitable remedy. In the event that it becomes necessary to resort to litigation to determine the propriety of any construction or alteration or to remove any unapproved construction, the Board or Declarant shall be entitled to recover its court costs, expenses and reasonable attorney’s fees in connection therewith.

**SECTION 6. COVENANTS AND RESTRICTIONS: RULES AND REGULATIONS**

6.1. **Purposes.** In order to promote the health, safety and welfare of all Owners and Occupants, and to preserve, beautify and maintain the Subdivision as one of high quality, and to preserve and promote a good environmental quality, the following covenants, restrictions and limitations as to use and occupancy are hereby adopted. These covenants, restrictions and limitations shall burden and benefit all Lots, shall run with the land, and shall be binding on current and successor Owners, for the benefit of all Owners and all Lots.
6.2. **Covenants and Restrictions.** The following are the covenants, restrictions and limitations as to use and occupancy to which the Property is hereby subjected and, as long as Declarant is an Owner, may not be amended without Declarant’s approval. Notwithstanding anything to the contrary in this Declaration, during the Development Period, any approval by the Board required pursuant to the following covenants, restrictions, and limitations shall be granted or withheld by Declarant, and not by the Board.

6.2.1. **Construction.** The builder or general contractor for all Dwelling Units and the Common Elements within the Subdivision shall be Design Homes and Development Company, Inc. or its assigns; provided, however, that other Builders shall be permitted with prior written approval from Declarant, if it is during the Development Period, or thereafter, from the Board.

6.2.2. **Pre-Construction.** Platted, undeveloped Lots shall be maintained by the Owner. Such platted, undeveloped Lots shall remain free of automobiles, trash, yard waste and debris.

6.2.3. **Approval.** Prior to commencing any construction, Owners shall obtain approval of Declarant, if it is prior to the expiration of the Development Period, or thereafter, of the Board, in accordance with Section 5 above.

6.2.4. **Construction Period.** Completion of construction of each Dwelling Unit on a Lot by a Builder shall be within twelve (12) months after the commencement of construction, provided such period may be extended by any causes beyond reasonable control of the Builder and Owner, which shall include strikes, labor disputes, fire and other casualties, adverse weather conditions, acts of God, war or any other governmental authority. When each Dwelling Unit on a Lot has been substantially completed, the Owner and Builder thereof, shall complete the construction of all driveways, approaches and sidewalks on the Lot, remove all trash and debris from, in and around the Lot, restore all damaged ditches to original contour and grade, and complete the grading, shaping, draining terracing, and landscaping of the Lot in compliance with the terms and conditions of this Declaration.

6.2.5. **Land Use.** Except as otherwise provided in this Declaration, no part of the Property other than Common Elements shall be used for other than residential housing and any Dwelling Unit constructed on a Lot shall be used only as a single-family residence. To the extent permitted by law, an Owner of a Lot may use a portion of a Dwelling Unit located thereon for an office or studio provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Owner or Occupant; and provided further that such activities do not violate Section 6.2.32 of this Declaration. The foregoing notwithstanding, Declarant, its successors, assigns and affiliates may use Lots and Dwelling Units for construction offices, sales purposes (i.e. model homes), and as offices to meet with prospective purchasers of Lots or Dwelling Units, and may use undeveloped portions of the Subdivision for staging construction projects and the storage of fill material.

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6.2.6. **Sale or Lease.** Promotion of the sale or lease of any residential home or Lot within the Subdivision is permitted.

6.2.7. **Splits Prohibited.** No Lot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise, so as to create a new Lot or building site, without first obtaining the prior written approval of Declarant, if it is prior to the expiration of the Development Period, or thereafter, the Board.

6.2.8. **Improvements on Lots.** No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family Dwelling Unit with a private garage suitable for parking not less than two (2) nor more than four (4) motor vehicles which is to be attached to the Dwelling Unit. Notwithstanding the foregoing, detached garages may be constructed on a Lot with the prior written approval of Declarant, if it is during the Development Period, or thereafter, of the Board. Such approval may be contingent upon compliance with such reasonable conditions as may be imposed by Declarant or the Board, as applicable.

6.2.9. **Home Size.** Dwelling Units shall not exceed two (2) above-ground stories in height. The total floor area of the main structure of a one story home shall not be less than one thousand eight hundred (1,800) square feet, exclusive of open porches, garages, or steps. The total floor area of the main structure of a one and one-half story or more home, shall not be less than two-thousand (2,000) square feet, exclusive of open porches, garages, or steps.

6.2.10. **House Placement and Yard Grading.** Dwelling Units and Lots shall conform to existing grade and drainage patterns as set forth on the grading plan for the Property filed with the appropriate governmental authorities. Final grades at Lot lines as established by Declarant shall not be altered without the written consent of Declarant, if it is during the Development Period, or thereafter, of the Board. Without limiting the foregoing, no draining ditches, swales, streams, impoundments, ponds or lakes; no mounds, knobs, dams or hills; and no other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be destroyed, altered or modified by or at the direction or with the consent of any Owner without the prior written consent of Declarant, if it is during the Development Period, or thereafter, of the Board. In the event of any destruction, alteration, modification, or improvement made or occurring without such prior consent of Declarant, if it is during the Development Period, or thereafter, of the Board, Declarant and/or the Association and their respective representatives shall have the joint and several rights to enter upon any Lot and to remedy or repair any such destruction, alteration, modification or improvement without being guilty of trespass and without liability to any Owner with respect to the same, or the consequences thereof.

6.2.11. **Structural Materials.** No aluminum siding of any nature may be incorporated into the construction. Only ridge vents that have cap shingles over them such as
“Everflo,” shall be permitted. The exterior materials shall be natural wood materials, stone, brick, inerseal lap siding, insulated siding such as CraneBoard™ or equivalent, or other materials approved by Declarant. If cedar is used, only pre-primed cedar shall be used. In no case shall any four foot (4′) by eight foot (8′) sheathing of any kind be used. Windows of vinyl construction are acceptable.

6.2.12. **Building Setbacks and Minimum Elevation.** All Dwelling Unit shall be located in accordance with building set back lines and minimum basement elevation as shown on the Record Plat. The Owner or Builder shall be responsible for compliance with these standards. Declarant shall not be responsible for any failure to comply with these standards. There shall be a total of at least twenty seven feet (27′) between Dwelling Units in each side yard within the Subdivision. This covenant shall not be construed to prevent the use of the setback areas for walks, drives, trees, shrubbery, flowers, or ornamental plants used for the purpose of beautification, to the extent otherwise in compliance with the terms and conditions of this Declaration.

6.2.13. **Roof Pitch.** The roof pitch on any Dwelling Unit or accessory building shall be a minimum of 6/12.

6.2.14. **Awnings.** No metal or plastic awnings for windows or doors may be erected or used. Canvas awnings may be used on any Lot subject to prior written approval of Declarant, if it is during the Development Period, or thereafter, of the Board, in accordance with Section 5 above.

6.2.15. **Air Conditioning and Heat Pump Equipment.** Such equipment shall be located only in side or rear yards.

6.2.16. **Driveways.** All driveways shall be surfaced with concrete, brick, or pavers and shall be a minimum of sixteen feet (16′) wide.

6.2.17. **Other Structures.** No building or structure of a temporary character, trailer, or shack shall be permitted on any Lot. No barns, storage sheds or other buildings shall be permitted on any Lot. Notwithstanding the foregoing, trailers, temporary buildings, barricades, and the like, shall be permitted for construction purposes during the construction period and for sales purposes during the sales of Lots, on the condition that Declarant has theretofore approved in writing the design, appearance and location of the same. Any permitted temporary improvements shall be removed not later than fourteen (14) days after the date of completion of the building(s) for which said temporary structure was intended and shall be permitted for no longer than a period of one (1) year, unless otherwise approved by Declarant.

6.2.18. **Underground Houses and Log Houses.** Underground and log structures are prohibited.
6.2.19. Water Discharge. Storm water shall be disposed of in accordance with drainage plans established by Declarant, the Association, or the appropriate governmental authorities.

6.2.20. Seeding and Straw or Sod. Prior to the conveyance of a Lot from any Builder to a third party purchaser, the Builder shall sod the front and side yard areas of the Lot and install seed with straw to the disturbed areas of the rear yard within the following time periods: (a) prior to the closing (if the closing occurs during the months of May through November), or (b) no later than May 31st after the closing (if the closing occurs during the months of November through April). Vacant Lots shall be mowed to within six inches.

6.2.21. Lawns. No weeds, underbrush or unsightly growths or objects of any kind shall be permitted to remain on any Lot within the Subdivision. All lawn areas shall be maintained in a neat and orderly manner and shall be mowed on a regular basis. Notwithstanding the foregoing, this Restriction shall not apply to vacant Lots owned by Declarant or any Builder.

6.2.22. Landscaping. During the Development Period, all landscaping installed on a Lot shall be installed only in accordance with the following landscaping requirements and landscaping plans and specifications approved by Declarant and no alterations, modifications or changes shall be permitted except with permission of Declarant:

(a) A minimum of three (3) front yard shade trees (2” or larger in diameter) and a minimum of seven (7) other trees or shrubs shall be installed on each Lot. All trees and shrubs must be installed prior to substantial completion of construction of the Dwelling Unit, or Owner and Builder shall establish an escrow account and deposit adequate funds therein to ensure completion of the foregoing minimum requirements.

(b) In accordance with Section 6.2.20, all areas of the front and side yard areas shall be sodded (except Declarant or Board approved landscaping) and the disturbed areas of the rear yard shall be seeded.

(c) All landscaping must be in compliance with any applicable township, municipal, state or federal regulations, codes, ordinances, and statutes. The foregoing requirement shall be the sole responsibility of the Builders and Owners and at their sole cost. Declarant’s approval of any landscaping plans and specifications shall not be deemed an approval or assurance that such landscaping complies with applicable township, municipal, state or federal regulations, codes, ordinances and statutes.

6.2.23. Vegetable or Fruit Gardens. Vegetable or fruit gardens shall only be located in the rear yard area of a Lot and shall not be located within the rear or side yard setback areas. Vegetable or fruit gardens shall not be visible from the street.
6.2.24. **Fencing.** No fence or wall of any kind, specifically including the use of a hedge or other growing plants as a fence, and for any purpose, excepting a retaining wall, shall be erected, placed or suffered to remain upon (i) any landscape easement, (ii) open-space easement, (iii) preservation easement (if any), or (iv) upon any Lot nearer to any street than the rear building line of the Dwelling Unit located on the Lot. Unless otherwise approved by Declarant, if it is during the Development Period, or thereafter, by the Board, fences shall be limited to: (i) a three-rail board fence, with or without black or non-reflective, wire mesh; (ii) a picket fence; or (iii) a hedge or other growing plants used as a fence; and no such fence shall exceed four feet (4') in height. On a corner Lot, in addition to the restrictions set forth above, no fence or portion thereof shall be erected or placed or suffered to remain upon said corner Lot, closer to the side street than the building set back line for such Dwelling Unit. In order to comply with all applicable law, fences around swimming pools may be constructed of metal provided that the specifications, height and locations for such fences, as well as the location of the swimming pools, are approved by Declarant, if it is during the Development Period, or thereafter, by the Board. In no event shall chain-link fences be permitted on the Lots. Fences as used herein shall be liberally construed to accomplish the purpose of these restrictions, and shall specifically include, but not be limited to, contrived barriers of any types including those of shrubs, hedges or walls. Side street as used herein, shall refer to any street contiguous to any Lot which does not face the front door of the Dwelling Unit. This Section 6.2.24 shall not apply to: (i) underground invisible dog-type fences; or (ii) decorative fences or retaining walls installed by Declarant or a Builder in connection with the development of the Property or original construction of a Dwelling Unit.

6.2.25. **Mailboxes.** For the purpose of uniformity, all Lots in the Subdivision shall use the same style and color of mailbox, such style and color shall be as set forth in Exhibit C attached hereto, which style and color has been approved by the U.S. Post Master and by Declarant. No mailbox may be located at the edge of the street on any Lot unless it meets the requirements of the United States Postal Service to provide mail delivery service to such Lot. Each Owner shall maintain and repair their respective mailbox as necessary. Any replacement mailbox must be the same style and color as all other mailboxes in the Subdivision and approved by Declarant or the Board as appropriate.

6.2.26. **Lighting Exterior.** Yard lights in excess of seventy-five (75) watts are prohibited, except for street lights installed in a right-of-way by Declarant, a utility company, or governmental entity. This Section 6.2.26 shall not apply to Dwelling Units used by Declarant or any Builder as model homes or sales offices. Wall pack lights, if used, shall be appropriately shielded. Any lighting used to illuminate yard areas shall be equipped with suitable shielding and designed so as to avoid casting direct light on any other Lot in the Subdivision or property adjacent to the Subdivision. Notwithstanding the foregoing, for the purpose of uniformity, all Lots in the Subdivision shall install one (1) front yard lamp post, which shall be of the same style and color as all other front lamp posts in the Subdivision and shall be approved by Declarant. Each Owner shall maintain and repair their respective
lamppost as necessary. Any replacement lamppost must be the same style and color as all other lampposts in the Subdivision and approved by Declarant or the Board as appropriate.

6.2.27. Parking. No commercial truck, trailer, camper, mobile home, boat or recreational vehicle or tent of any kind, shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, other than in a garage. The provisions of this paragraph shall not, however, apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction, reconstruction or repair of any work or Structures or other improvements. No parking spaces other than those enclosed in garages on a Lot shall be used for the parking of any trucks, trailers, or mobile homes. The word “truck” shall include and mean every form of cab, tractor and other attachments customarily hauled by such trucks including, but not limited to, flat bed trailers and other forms of platforms and enclosed or partially enclosed devices which would be pulled by a truck. Further, the word “truck” shall mean and include every other type of motor vehicle or equipment devised to be used with a motor vehicle with the exception of trailers and recreational vehicles and with the further exception of boats and operative passenger automobiles. The prohibitions in this Section 6.2.27 shall not apply to such outdoor parking which is necessary or appropriate on a temporary basis to allow persons and/or their belongings to be moved in or out of, or delivered to, any Dwelling Unit, or which is necessary or appropriate in connection with maintenance or repairs of any Lot, the Common Elements or of improvements on any portion of the Subdivision which improvements are required or permitted under this Declaration.

6.2.28. Quiet Enjoyment/Nuisances. No Owner or Occupant shall permit or suffer anything to be done or kept upon such Lot or Dwelling Unit which will obstruct or interfere with the rights of quiet enjoyment of other Owners and Occupants, or annoy them by unreasonable noises or otherwise, including, without limitation:

(a) No offensive odors or unsightly nuisances which may be construed to be detrimental to the neighborhood are permitted on any Lot.

(b) No Owner or Occupant shall commit or suffer any immoral or illegal act to be committed on any Lot or in any Dwelling Unit or other approved Structure.

(c) Each Owner and Occupant shall comply with all of the requirements of the Board of Health and of all other governmental authorities with respect to said Lot and shall remove all rubbish, trash and garbage from the Lot.

(d) No speakers, horns, whistles, bells or other sound devices shall be located, used or placed on any Lot except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof.

(e) No person shall install any pump, piping, device, apparatus or other
system for discharging sump pump effluent into any street or Common Element, without the prior consent of Washington Township and the Association.

(f) No noxious or offensive trades or activities shall be carried on upon any Lot, nor shall anything be done thereon, which may be or become an annoyance or nuisance to any other Owner.

(g) No waste shall be committed in or to any of the Common Elements.

6.2.29. Mining/Soil Operations. No soil shall be removed from any Lot for commercial purposes. No soil shall be added, removed or relocated in any area of any Lot that would change the approved drainage characteristics or requirements approved for the Subdivision as required by local governmental laws and Section 6.2.10 of this Declaration. Notwithstanding the foregoing, this Restriction shall not apply to Declarant or any Builder in the initial construction of Dwelling Units. No oil drilling, quarrying, or mining operations shall be permitted on any Lot.

6.2.30. Garbage, Waste and Refuse Disposal. No trash, garbage, or other waste shall be kept upon a Lot except in sanitary containers screened from visibility from the streets and drives within the Subdivision, except that such containers may be placed near the street on trash collection day. Yard waste may be composted in approved containers. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, refuse or other waste. Sanitary waste and waste water shall be disposed of by sanitary sewer, only. No dumping of waste water, yard waste or trash onto the Common Elements or in the Common Element water features shall be permitted. All Owners shall be responsible to contract for trash collection and sanitary sewer services.

6.2.31. Debris. All incinerators or other equipment used for the storage or disposal of refuse, garbage or other debris, shall be kept in a clean and sanitary condition, and shall not be visible from the street or neighboring Lots. During construction, a dumpster of sufficient size to handle all construction debris shall be maintained on site without overflow. Builders and Owners shall be responsible for the cleaning and removal of mud or debris on the streets caused by construction. If such mud or debris is not cleaned and/or removed within 24 hours of notice, Declarant or the Association may charge the Owner and/or the Builders all costs associated with such clean up and/or removal.

6.2.32. Prohibited Activities. Except as otherwise provided in this Declaration, the Code of Regulations and any rules and regulations, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property.

6.2.33. Vehicular Repair. Automotive or other vehicle repair shall not be permitted on any Lot; provided, however, an Owner or Occupant shall be permitted to make
minor repairs to his or her own licensed vehicle in his or her garage. No unusable, worn out or discarded automobiles, machinery, vehicles, or parts thereof shall be stored on any Lot.

6.2.34. Propane, Fuels, Etc. No propane gas tanks, or other storage drums or tanks (above or below ground), shall be installed unless approved by Declarant, if it is during the Development Period, or thereafter, by the Board, which approval may be withheld in Declarant’s or the Board’s sole discretion. Fuel storage is limited to personal use containers; e.g. one (1) to five (5) gallon containers for fueling yard maintenance equipment.

6.2.35. Laundry or Rubbish. No clothes, sheets, blankets, laundry or any kind or other articles shall be hung out or exposed on any part of the Property. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

6.2.36. Open Fires. Burning is not permitted in the Subdivision, except that outdoor fireplaces, grills, and chimneys may be used if equipped with fire screens to prevent the discharge of embers or ashes.

6.2.37. Antennas. No radio or television antennas of any kind, except satellite receiving dishes not exceeding twenty-four inches (24”) in diameter, shall be installed on the exterior of the Dwelling Unit or located anywhere on any Lot unless the location has been approved in writing by Declarant, if it is during the Development Period, or thereafter, by the Board. Satellite receiving dishes must be attached to the Dwelling Unit or permanently mounted no further than two feet (2’) from the Dwelling Unit wall, shall not be located in the front yard of the Lot or attached to the front of the Dwelling Unit, shall be screened so as not to be visible from the street, and shall be integrated with the Dwelling Unit and surrounding landscape. Prior to installation, ground mounted locations and screening require approval by Declarant, if it is during the Development Period, or thereafter, by the Board.

6.2.38. Other Appliances or Installations. No appliances or installations on the exterior of any Dwelling Unit or other Structure shall be permitted unless they are designed in such a manner that they are not visible from the streets, other Dwelling Units, and adjoining Subdivision, and they have been approved in writing by Declarant, if it is during the Development Period, or thereafter, by the Board, who shall have the right to approve or disapprove the size, shape, style, noise level, and provisions for screening of any roof mounted equipment.

6.2.39. Utility Service. No lines, wires or other devices for communication purposes, including telephone, television, data and radio signals, or for transmission of electronic current or energy shall be constructed, placed or maintained anywhere in or upon the Subdivision unless the same shall be in or by conduits or cables constructed, placed and maintained underground or concealed in, under or on a Dwelling Unit or other approved improvements, provided, however, above ground electrical transformers and electrical equipment may be permitted if properly screened upon approval by Declarant, if it is during the Development Period, or thereafter, by the Board; and, provided that nothing herein shall
be deemed to restrict the erection and use of temporary power or telephone services incident to the construction of improvements or to restrict the overhead distribution of three-phase primary power supply to the Subdivision by any supplier of utilities; and provided further that existing above-ground power lines bordering or crossing the Subdivision shall not be required to be relocated underground.

6.2.40. Underground Telephone Service Cable. Each Builder or Owner, at its own expense, shall construct a trench running from the Dwelling Unit to the telephone easement area for installation of the underground telephone service cable. The location and specifications of the trench shall be as determined by the telephone company and shall be sufficient to permit installation of a telephone service cable. Conduit, pull wire, a minimum of two outlet boxes, and such other equipment as is necessary for the installation of the telephone service cable, shall be installed at the expense of the Builder or Owner.

6.2.41. Underground Pipes. All gas, water, sewer, oil and other pipes for gas or liquid transmission, shall be installed and maintained underground or within or under Dwelling Units at such Lot Owner’s expense.

6.2.42. Underground Electric Distribution System. The Subdivision will be served by an underground electric distribution system, which underground system will provide electrical service to the Subdivision. Each Builder or Owner shall, at its own cost, furnish, install, own and maintain the underground service cable and appurtenances from the point of metering by the supplier of the electric service to the designated point of attachment of such service to the designated transformers or energized secondary junction boxes located at the property line of each Lot. The supplier of the electric service shall make the necessary connections at the point of attachment. In addition, the Builder or Owner shall, at its own cost, furnish, install, own and maintain a meter loop (in accordance with the then-current standards and specifications of the electric company supplying the service) for the location and installation of the metering device to be located on the Lot.

6.2.43. Wells. Each Dwelling Unit shall have public water. No private wells shall be permitted.

6.2.44. Signs. No signs of any kind shall be placed upon or displayed on any Lot or attached to any Structure, except that one (1) sign of not more than four (4) square feet advertising the Lot for sale may be maintained from time to time and further except that the Owner of each Lot may maintain street numbers and one nameplate of the Owner of the Dwelling Unit not to exceed one (1) square foot in area. This sign restriction shall not apply to signs used by Declarant, any Builder or their assigns, while Declarant or Builders are selling Lots or Dwelling Units in the Subdivision, or to traffic, street names, Common Elements or subdivision identification signs, nor shall this sign restriction apply to any sign approved by Declarant, if it is during the Development Period, or thereafter, by the Board. Without limiting the foregoing, Declarant shall have the right to display and/or approve
signage along or adjacent to Nutt Road. Rental signs shall not be permitted in the Subdivision. Upon written notification, non-permitted signs must be removed by the respective Owner within 48 hours from date of letter or Owner will be assessed a fine for the cost of such removal in connection with Section 4.

6.2.45. Animals. No animals of any kind shall be raised, bred, or kept on any Lot including the Common Elements, except that up to three (3) household pets such as dogs, cats, or pet birds may be kept on a Lot, provided that the animals are not kept, bred or maintained for any commercial purpose, and provided that they are kept in compliance with this Section 6.2.45 and Sections 6.2.46 and 6.2.47 below. Household pets shall not include chickens, poultry, pigeons or pot bellied pigs. No pets may be allowed to run unattended. Dogs, cats, or other household pets shall be kept within the confines of the Owner’s or Occupant’s Lot except when being held on hand leash by the person attending the animal, or in a crate or similar form of transport. All household pets shall be primarily indoor pets except that a maximum of one (1) common household pet is permitted to be kept outdoors, provided the Owner or Occupant complies with the provisions of this Section 6.2.45 and Sections 6.2.46 and 6.2.47 below. Accordingly, no other household pets shall be permitted outside in excess of three (3) consecutive hours. Notwithstanding the foregoing, the Board shall have the right to promulgate rules and regulations pertaining to size, number and type of household pets and the right to levy fines and enforcement charges against persons who do not clean up after their pets.

6.2.46. Animal Maintenance. Owners and Occupants shall be responsible for cleaning any excrement or other unclean or unsanitary condition caused by their household pets on the Lot or Common Elements or otherwise in the Subdivision. Each Owner and Occupant shall take all measures necessary to prevent their animals from straying on to any other Lot. Any person bringing an animal upon or keeping an animal within the confines of the Subdivision shall be liable pursuant to the laws of the State of Ohio to each and all persons for any injury or damage to persons or property caused by such animal.

6.2.47. Structures to House Animals/Underground Fences. No dog houses, dog runs, kennels or any structure used to house dogs or any other animal shall be permitted to be kept outside on any Lot. Electric underground pet control fences (invisible fences) shall be restricted to the rear of all homes and at least ten (10) feet from all sidewalks and walkways.

6.2.48. Exterior Carpeting. No exterior carpeting shall be allowed if it is visible from the street.

6.2.49. Swimming Pools. No above-ground swimming pools shall be constructed, erected, placed or permitted to remain upon any Lot. “Above-ground swimming pools” shall not include portable wading pools not more than one foot (1’) in height that are used by small children or pets. In-ground swimming pools are permitted, provided that the
pool location, rigid cover and design must be approved by Declarant, if it is during the Development Period, or thereafter, by the Board, which approval may be withheld by Declarant or the Board, as applicable, in its sole discretion. In-ground swimming pools may not be covered with air inflated covers.

6.2.50. Accessory Buildings, Etc. No cabanas, gazebos, swimming pool houses, hot tub enclosures or any type of accessory buildings may be built on any Lot.

6.2.51. Parking and Roadways. No overnight parking of any vehicle shall be permitted in front of, adjacent to or on any Common Elements or other property owned by the Association. The use of any parking area for the marketing or sale of vehicles of any type is strictly prohibited.

6.2.52. Recreational Facilities. Tennis courts, basketball courts, trampolines, and other types of recreational facilities shall be prohibited unless specifically approved by Declarant or the Board, as applicable. No Owner or Occupant shall permit any portable basket ball hoops to be placed in or near any street, public sidewalk or Common Element. In addition, no basketball boards shall be affixed to any Dwelling Unit located on a Lot. Play sets shall be permitted on any Lot provided such play sets shall be: (a) constructed primarily of wood, left in the natural wood state or painted in subdued colors; and (b) located in the rear yard areas of the Lot and shall not be located within the rear or side setback areas. No batting cages, either moveable or permanently installed, shall be on any Dwelling Unit or located on any Lot in the Subdivision.

6.2.53. Limitation on Leasing. An Owner may be permitted to lease its Dwelling Unit in accordance with the covenants and restrictions set forth in Section 6.2.54 below, provided that no greater than twenty percent (20%) of the Owners shall be permitted to lease their Dwelling Units during any one time, and Owners shall request such current percentages from the Board before entering into any lease. The Owner of the Lot which is leased shall remain primarily responsible for payment of all Assessments and compliance with all terms and conditions of this Declaration, and the Owner of a Lot being leased will be responsible for the acts or omissions of the Occupant of such Lot to the extent governed by this Declaration.

6.2.54. Covenants and Restrictions Relating to Leasing. Every lease on every Lot is subject to the following covenants and restrictions whether in the lease or not:

(a) The lease must be in writing;

(b) The lease must be for the entire Dwelling Unit;

(c) The lease must be for a minimum and continuous period of not less than twelve (12) months; provided, however, renewals can be for any length;
(d) The use of the Dwelling Unit and Lot by a Tenant is subject to this Declaration;

(e) The Dwelling Unit cannot be used as a motel or hotel or otherwise for transient tenants;

(f) By becoming a Tenant, each Tenant agrees to be bound by this Declaration, and recognizes and accepts the rights and the powers of the Association to evict the Tenant for any violation by the Tenant of this Declaration; and

(g) A copy of such lease shall be delivered to the Board at least thirty (30) days prior to Tenant’s occupancy.

6.2.55. Notice of Tenancy and Remedies for Breach. At least thirty (30) days prior to the occupancy of a Dwelling Unit by a Tenant, the name and telephone number of the Tenant, together with a clear and complete copy of the lease must be furnished to the Association. If any Tenant of a Lot violates any of the provisions of this Declaration, the Association may bring an action in its own name and/or the name of the Owner to have the Tenant evicted and/or to recover damages. If the court finds that the Tenant is or has violated any of the provisions of this Declaration, the court may find the Tenant guilty of forcible detainer notwithstanding the facts that the Owner is not a party to the action and/or that the Tenant is not otherwise in violation of Tenant’s lease or other rental agreements with Owner. For purposes of granting the forcible detainer against the Tenant, the court may consider the Owner a person in whose name a contract (the lease or rental agreement) was made for the benefit of another (the Association). The remedy provided by this Section is not exclusive and is in addition to any other remedy or remedies that the Association has. The Association may recover all of its costs, including court costs and reasonable attorney’s fees. The Association will give the Tenant and the Owner notice in writing of the nature of the violation, and ten (10) days from the mailing of the notice in which to cure the violation before the Association may file for eviction.

6.2.56. Zoning, Laws and Rules. All improvements shall be constructed in accordance with and subject to all applicable zoning regulations and building codes. All improvements shall comply with all laws, rules and regulations of any governmental authority with jurisdiction over the Subdivision.

6.2.57. Garage and Yard Sales. There shall be no more than two (2) garage or yard sales held by the Owner or Occupant of any Lot during any twelve (12) month period.

6.2.58. Holiday Lights. Holiday-type lights may be erected no sooner than November 20th and shall be removed no later than January 30th of each year.

6.2.59. Obligation to Keep Lot in Good Condition. Each Lot Owner or Occupant shall keep each Lot and all Structures thereon in such maintenance, repair,
appearance and condition as shall comply with the provisions of this Declaration and applicable laws and ordinances and zoning regulations.

6.2.60. Improvements in Common Elements. No Structure or improvement of any kind shall be erected, altered, placed or permitted to remain on the Common Elements, except for Structures or improvements constructed by Declarant in connection with the development of the Subdivision, or otherwise approved by Declarant during the Development Period, or thereafter, by the Board. Additionally, no Structure or improvement constructed by Declarant in connection with the development of the Subdivision, or otherwise approved by Declarant during the Development Period, or thereafter, by the Board, shall be removed from the Common Elements without the prior written consent of Declarant, if it is during the Development Period, or thereafter, of the Board.

6.2.61. Obstruction of Easement Areas. No Structure, planting, or other material other than driveways or sidewalks approved by Declarant during the Development Period, or thereafter, by the Board, shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement of the installation or maintenance of utilities or which may change, obstruct, or retard direction or flow of any drainage channels in the Drainage Easements. The easement areas of each Lot and all improvements in the easement areas shall be maintained by the Owner of the Lot except for those improvements for which a public authority or utility company is responsible.

6.3. Rules and Regulations. The Board may adopt and enforce, and from time to time amend, reasonable rules and regulations regarding the administration, interpretation, and enforcement of this Declaration and the Code of Regulations. Each such rule and regulation shall be consistent with and designed to further the purposes outlined in this Declaration. The rules and regulations may include, if the Board so elects, establishment of monetary fines for violations of this Declaration, the Code or Regulations or the rules and regulations adopted by the Board, in such amounts as the Board may deem appropriate. During the Development Period, Declarant's approval is required for the adoption or amendment of any rules and regulations which, in Declarant's judgment, would affect Declarant's ability to market any Lot owned by Declarant.

6.4. Exemption of Declarant. For the avoidance of any doubt, nothing in this Section 6 or elsewhere in this Declaration shall limit in any manner whatsoever the rights of Declarant to complete the planning, development, grading, construction, advertising, marketing, leasing and sales of the Lots, and all other Property within the Subdivision (including any property which may be annexed thereto), until all Lots in the Subdivision are sold or conveyed to a third party, other than a Builder.

6.5. Variances. In order to avoid unnecessary hardship or overcome practical difficulties in the application of certain provisions of this Declaration, during the Development Period, Declarant, and after the Development Period, the Board shall have the
authority to grant reasonable variances from the provisions of Sections 6.2 and 6.3 above. No variance granted pursuant to the authority of this Section 6.5 shall constitute a waiver of any provision of this Declaration as applied to any other Owner or other part of the Property, and no variance may be granted to permit anything that is prohibited by applicable law or this Declaration.

SECTION 7. MAINTENANCE STANDARDS

7.1. Adoption and Amendment. Declarant during the Development Period, and after the Development Period the Board, shall have the right to adopt, and may from time to time amend, Maintenance Standards pertaining to the maintenance, repair and appearance of the Common Elements and all Structures and improvements thereon, as well as all Lots and the exterior of all Dwelling Units, Structures and other improvements thereon. If any provision of any applicable building inspection, or similar maintenance statute, ordinance, resolution, regulation or order of the State of Ohio, any other political subdivision or governmental instrumentality of the State of Ohio, or the Declarant or Board, is more stringent with regard to a Lot than a comparable provision of the Maintenance Standards, the more stringent provision shall be deemed incorporated in the Maintenance Standards. The Maintenance Standards shall provide, among other things, as follows:

7.1.1. Except as otherwise hereinafter provided, the Association shall be responsible for maintenance, repair and replacement of the Common Elements and all Structures thereon.

7.1.2. Each Owner shall maintain, repair and replace at such Owner’s expense all portions of the Common Elements which may be damaged or destroyed by reason of such Owner’s intentional or negligent act or omission or by the intentional or negligent act or omission of any Occupant, Tenant, invitee, licensee, employee, agent, family member, guest, or pet of such Owner. In the event, Owner fails to comply with this Section 7.1.2, the Board may assess an Individual Assessment for costs associated with such repairs in accordance with Section 4.3.1 of this Declaration.

7.1.3. The obligation of the Association and of the Owners to repair, maintain and replace the portions of the Property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the Property.

7.1.4. Notwithstanding the fact that the Association or any Owner may be entitled to the benefit of any guarantee of material or workmanship furnished by any construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of any construction guarantee or insurance coverage shall not
excuse any delay by the Association or by any Owner in performing their obligation hereunder.

7.1.5. Except as otherwise provided herein, each Owner shall maintain, repair and replace at such Owner's expense all portions of each Dwelling Unit and Structure located on such Owner's Lot and all internal and external installations of the Lot including appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities including, but not limited to, utility lines servicing the Dwelling Unit, which are located within the boundaries of or serving the Lot.

7.2. **Obligation to Keep Premises in Good Repair.** Each Owner during such Owner's period of ownership and, each Tenant during such Tenant's tenancy, shall keep each Lot, Dwelling Unit and all Structures thereon in such maintenance, repair, appearance and condition as shall comply with the provisions of this Declaration including the Maintenance Standards, as well as all applicable laws and ordinances.

7.3. **Drainage Easements/BMPs.** Neither the Owner nor anyone claiming under the Owner, shall, except in an emergency, alter or impede the location or grade of any open storm water drainage way on any Lot without the prior written consent of the Association, Washington Township or Montgomery County, the Board, and during the Development Period, Declarant. The Retention ponds function as the best management/maintenance practices ("BMPs") for the Subdivision, and they provide an efficient method to comply with Ohio EPA regulations regarding water quality. The BMPs are designed to minimize transportation of sedimentation and pollutants from the site and to control the rate of runoff to a contiguous creek. The BMPs will minimize impacts to the downstream channel and floodplain and minimize any impacts to hydrology and water quality. A preliminary drawing of the location of the BMPs is attached hereto as Exhibit D.

7.4. **Retention Pond Maintenance Activities.**

7.4.1. The Association shall maintain in perpetuity the storm water management practices in accordance with approved maintenance plans listed below and in a manner that will permit the storm water management practices to perform the purposes for which they were designed and constructed. This includes all pipes, structures, improvements, and vegetation provided to control the quantity of the storm water.

7.4.2. The Association shall follow the maintenance activities for each storm water management practice listed below. The Board shall maintain, update and store the maintenance records for the storm water management practices.

7.4.3. The Association shall provide an annual report to either Washington Township or Montgomery County, as directed, which shall include a sketch showing the general location of BMPs, a summary of all maintenance activities since the last annual inspection, photos and description of all BMPs design features, indication of any deviation
from approved plan for BMPs and identification of improvements necessary to restore original design function, maintenance activities required in the next six months, identification and contact information of entity responsible for BMPs, and identification and contact information for engineer preparing the report, including signature and seal.

7.4.4. The maintenance of the Retention Ponds in the Subdivision shall be in accordance with the following required maintenance activities:

<table>
<thead>
<tr>
<th>Required Maintenance Activities for Retention Ponds</th>
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<td><strong>Schedule</strong></td>
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| At Completion of Development Period (or as necessary) | • Remove Sediment build-up from bottom of basin.  
  • Ensure that vegetative cover is established and will be maintained in and around the basin. |
| Monthly | • Mow embankment and clean trash and debris from inlet pipes, orifices, outlet structure, outlet pipes and pond area.  
  • Address any accumulation of hydrocarbons, oil or pollutants. |
| Annually | • Inspect embankment and outlet structure for damage and proper flow.  
  • Remove woody vegetation and fix any eroding areas.  
  • Monitor sediment accumulations in basin.  
  • Repair erosion to outfall or spillway of the pond.  
  • Repair and/or replace damaged structures, such as catch basins, risers, pipes and headwalls.  
  • Remove woody vegetation on embankments. |
| Semi-Annually | • Inspect wetland areas and basin area for invasive plants. |
| 3-7 years | • Remove Sediment build-up from bottom of basin. |
| 15-20 years | • Monitor sediment accumulations in the main pool and clean as pond becomes eutrophic or pool volume is reduced significantly. |

7.5. **Failure to Comply.** Failure to comply with the Maintenance Standards or to correct the defects listed in any inspection report issued by the Board, or to pay any fee hereunder, shall constitute a Default, in which event Declarant or the Board shall have the
right to enforce this Section 7 by any proceedings authorized in this Declaration, the Code of Regulations, or any laws, ordinances, rules and regulations.

SECTION 8.
COMMON ELEMENTS AND EASEMENTS

8.1. Rights of Enjoyment in Common Elements. Except as herein otherwise provided, each Owner shall have a right and nonexclusive easement for use and enjoyment of the Common Elements, and such right and easement shall be appurtenant to, and shall pass with the title to the Owner’s Lot. Each Tenant shall have a nontransferable right to use and enjoy the Common Elements, if any, which right shall terminate when such person ceases to have the status of a Tenant. Such rights and privileges shall be subject, however, to the following:

8.1.1. The right of the Board to borrow money for the purpose of constructing, equipping, improving and maintaining the Common Elements and in aid thereof to mortgage the Common Elements, and during the Development Period, Declarant. After the Development Period, the Board may borrow money for such purposes subject to the approval by seventy-five percent (75%) of the votes cast by the Members.

8.1.2. The right of the Board to adopt and enforce and, from time to time, amend reasonable limitations upon, and rules and regulations pertaining to use of the Common Elements.

8.1.3. The right of the Board to grant easements or rights-of-way to any public utility corporation or public agency.

8.1.4. All applicable provisions of valid agreements of the Association relating to the Common Elements.

8.1.5. The right of the Board under this Declaration or the Code of Regulations to convey or lease all or any part of the Common Elements.

8.1.6. All other easements, restrictions and rights to which the Property is subject.

8.1.7. The right of the Board to grant permits, licenses, and easements over the Common Elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property.

8.2. Subordination to Mortgage or Other Lien. The rights and privileges provided in this Section 8 shall be subordinate to any mortgage or other lien given by the Association for the purposes of acquiring, improving or maintaining the Common Elements.
8.3. **Conveyance or Lease of Common Elements.** The Board, and during the Development Period, Declarant, may at any time convey or lease all or a part of the Common Elements to any public agency, authority, or utility or to any private entity, upon such terms and conditions as shall be agreed upon by the other party and the Board or Declarant, as applicable, including without limitation, terms and conditions providing for the maintenance and repair of the Common Elements and the assessment of Owners for the costs of such maintenance and repair.

8.4. **Maintenance and Management of Common Elements.** The Board shall provide for the management of all Common Elements and shall keep all Common Elements in such maintenance, repair and appearance as shall comply with the Maintenance Standards and all requirements of Washington Township and Montgomery County. The Association may fulfill this responsibility by contracting with any professional management company (including without limitation Declarant or an affiliate or associate of Declarant) (hereinafter “Manager”) for the management, maintenance and repair of the Common Elements upon such terms and conditions including terms as to reasonable compensation as shall be agreed upon by the Association and the Manager. Declarant reserves the right, at any time during the Development Period, to execute a management contract with a Manager whereby such Manager will assume on behalf of the Association the management of the Common Elements for an agreed upon management fee. Notwithstanding the foregoing, any such contract with Declarant or an affiliate or associate of Declarant, or the Board shall not exceed one (1) year in duration and shall be terminable by reasonable notice by either Declarant, Manager or the Board.

8.5. **Use of Common Elements by Declarant.** Declarant and its affiliates and associates shall have the same rights of use and enjoyment of the Common Elements as the Members during the Development Period, and shall have the right to use the Common Elements for promotional, sales and similar purposes until the later of (i) the end of the Development Period or (ii) when all Lots are sold and improved with a Dwelling Unit to a third party purchaser.

8.6. **Easements.**

8.6.1. If by reason of the construction, settlement or shifting of any of the Dwelling Units or other Structures located on Lots or by reason of the partial or total destruction and rebuilding of the Dwelling Units or other Structures located on Lots, any part of the Common Elements presently encroach or shall hereafter encroach upon any part of a Lot; or any part of a Dwelling Unit presently encroaches on or shall hereafter encroach upon any part of the Common Elements or any other Lot; or if by reason of the design or construction of utility systems any main pipes, ducts or conduits serving more than one Dwelling Unit presently encroach or shall hereafter encroach upon any part of any Dwelling Unit or Lot, valid easements for the use and maintenance of each encroachment are hereby established. These easements shall exist during the term of this Declaration for the benefit of
such Lot or Dwelling Unit and the Common Elements, as the case may be. However, in no event shall a valid easement for any encroachment be created in favor of any Owner if such encroachment occurred due to the willful or negligent conduct of said Owner.

8.6.2. Any bona fide utility company, through its authorized officers, employees, and agents, shall have the right to enter upon the Common Elements or upon any utility easements located on any Lots, for the purpose of installing, repairing or servicing any of its equipment, or for reading meters, without Board or Declarant approval; provided, however, that if any such activities by the utility company require alteration to or displacement of any waterscaping, landscaping, grass, sidewalks, fences, garages, or other Structures, then the prior approval of the Board and during the Development Period, Declarant, shall be required.

8.6.3. After the Development Period, the Board may hereafter grant easements for utility purposes for the benefit of the Property, including the right to install, lay, use, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires over, under, along and on any portion of the Common Elements, and each Owner hereby grants the Board an irrevocable power of attorney to execute, acknowledge, deliver and record, for and in the name of such Owner, such instruments as may be necessary to effectuate the foregoing.

8.6.4. Declarant hereby reserves easements and the right to grant easements on, over and across certain Lots for open space, landscaping mounding and monument areas and for the installation, maintenance, use, repair and replacement of underground utilities, public utilities, water detention basins, storm sewer, sanitary sewer and surface water drainage easements, water mains, preservation areas and private drainage easements, and building setbacks, specifically as shown on the Record Plats now or hereinafter recorded for the Subdivision, and to cut and grade slopes in and along Lot boundaries at streets and drives built within the Property. The foregoing easements shall not be used for recreational purposes but are reserved for such aesthetic or utility purposes as indicated by the nature of the easement. Retention Ponds may be aesthetically maintained but shall not be used as recreational ponds or lakes. Therefore, it is the policy of the Association that all recreational uses are prohibited, including but not limited to, miniature or model boating, fishing, swimming, boating or skating in or on the Retention Ponds. Any violation of this policy could result in a fine assessed by the Board in the amount of Fifty Dollars ($50.00) per occurrence.

8.6.5. A non-exclusive easement is hereby reserved or granted, as applicable, in favor of Declarant or the Association, as applicable, in, on, over and through the Common Elements and Lots for the purposes of maintaining, cleaning, repairing, improving, regulating, operating, policing, replacing and otherwise dealing with the Common Elements and Lots.
8.6.6. A non-exclusive easement is hereby reserved or granted, as applicable, in favor of Declarant or the Association, as applicable, in, on, over and through any and all easements set forth on the Record Plat, including without limitation any roadway and utility easements.

8.6.7. Declarant shall have and hereby reserves easements in favor of itself, the Association and their successors and assigns, and such other persons or entities as it may designate, in, on and over that portion of the publicly dedicated rights of way outside of the actual roadway, as well as over a twenty foot (20') wide strip of land on either side of such publicly dedicated rights of way on the Property for the purposes of: (i) access to construct, use and maintain utilities (including, but not limited to, internet, telephone and cable television), sidewalks, signage, lighting, landscaping and recreational uses; (ii) removing any obstructions including landscaping from such areas; and (iii) such other uses deemed appropriate for or necessary to integrate the Property into other real estate.

8.6.8. 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 government authorities and the Association (but not to the public in general) to enter upon the Common Elements to perform their duties.

8.6.9. Every Lot and the Common Elements shall be burdened with Drainage Easements for natural drainage of storm water runoff from other portions of the Property; provided, no person shall alter the natural drainage on any Lot so as to materially increase the drainage of storm water onto adjacent portions of the Property without the consent of the Owner(s) of the affected property(ies).

8.6.10. All easements and rights described in this Declaration are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on Declarant, its successors and assigns, the Association, and any Owner, purchaser, mortgagee and other party now or hereafter having an interest in the Property, or any part or portion thereof. After the Development Period, the Association shall be deemed to be the successor of Declarant and, as such, shall be deemed to be the grantee of said easements provided in this Section, and shall hold such easements for the use, benefit and enjoyment of all Owners in the Subdivision. All notes on the Record Plat that are pertinent to the specific easements set forth herein are incorporated herein by reference.

SECTION 9.
ENFORCEMENT

9.1. Right and Easement of Entry. The Board, Declarant and/or the Association, through their respective authorized directors, officers, employees, and agents, shall have the right and easement to enter upon any Lot at all reasonable times for the purpose of (a) inspecting each Lot and the exterior of the Dwelling Unit and all Structures and all other
improvements thereon to determine whether each complies with the Maintenance Standards, (b) ascertaining whether a Lot or the construction, erection, placement, remodeling, or alteration of any Dwelling Unit, Structure or other improvement thereon is in compliance with the provisions of this Declaration, and (c) doing anything thereon necessary to perform the action or actions specified in the notice to the Owner to abate, remedy, extinguish, remove or repair a Default. The Board, Declarant and/or the Association, or such respective director, officer, employee or agent thereof, shall not be deemed to have committed a trespass or wrongful act solely by reason of each entry or such action or actions as are carried out in accordance with the provisions of this Section 9.1, provided that no summary abatement or similar procedure may be utilized through non-judicial means to alter or demolish items of construction.

9.2. Curing Defaults; Lien.

9.2.1. In the event of any Default with respect to any Lot under this Declaration, the Board or Declarant shall give written notice to the Owner thereof, with a copy of such notice to each Occupant in Default and a copy to any first mortgagee of the Lot, if such mortgagee has requested to receive such notices, setting forth with reasonable particularity the nature of such Default and the specific action or actions required to remedy the Default, except that the provisions of Section 4 shall govern the procedures and remedies for nonpayment of Assessments. If the Owner or Occupant shall fail to take the specific action(s) within 30 days after the mailing of the notice, the Board or Declarant may, but shall not be required to, exercise any or all of its rights in this Declaration or otherwise available at law or in equity. The Board or Declarant may exercise, without notice, any of its rights with respect to any Default if it determines that an emergency exists requiring immediate action.

9.2.2. Costs incurred by the Association in exercising any of its rights with respect to any Lot, together with court costs, reasonable attorney’s fees and other expenses of enforcement shall be a binding personal obligation of the Owner and shall be payable on demand. If the Owner fails to pay costs within 30 days after demand, the Association may file a notice of lien in the same manner and which shall have the same priority as the liens for Assessments provided in Section 4.

9.3. Remedies. Nothing contained in this Section 9 shall be deemed to affect or limit the rights of Declarant, the Association, the Board, any Owner, Occupant, or their legal representatives, heirs, devisees, successors or assigns, by appropriate judicial proceedings, to enforce the restrictions, and to recover all damages, costs of enforcement and any other costs incurred (including without limitation, reasonable attorney’s fees) relating to any Default. It is hereby declared that irreparable harm will result to beneficiaries of this Declaration by reason of a Default, and, therefore, each beneficiary shall be entitled to relief by way of injunction or specific performance to enforce the provisions of this Declaration, as well as any other relief available at law or in equity.
9.4. **No Waiver.** The failure of Declarant, the Association, the Board, any Owner, Tenant, or their legal representatives, heirs, devisees, successors or assigns, in any one or more instances, to insist upon compliance with any of the Restrictions, or to exercise any right or privilege conferred in this Declaration, shall not constitute or be construed as the waiver of such or any similar restriction, right or privilege, including the right to cure Default, but the same shall continue and remain in full force and effect as if no such forbearance had occurred.

9.5. **Suits By or Against Association.** In any action relating to the Common Elements or to any right, duty, or obligation possessed or imposed upon the Association by statute or otherwise, the Association may sue or be sued as a separate legal entity. Service of summons or other process may be made upon the Association by serving the process personally upon the president of the Board or the person named as statutory agent of the Association. An action brought by or on behalf of the Association shall be pursuant to authority granted by the Board.

**SECTION 10. REAL ESTATE TAXES AND ASSESSMENTS**

10.1. **Real Estate Taxes.** The Owner of a Lot shall be responsible for and shall pay all real estate taxes and assessments levied or imposed upon the Lot and its improvements at the time such taxes and assessments become due.

10.2. **Allocation.** Prior to the time the Auditor of Montgomery County, Ohio establishes separate tax parcels for each Lot, Declarant shall allocate the real estate taxes and assessments upon the Property among and against the Lots in a fair and equitable manner so as to allocate the real estate taxes and assessments charged in common to the various Lots. The allocation by Declarant made in accordance with the terms hereof shall be binding upon all Owners.

10.3. **Common Elements.** Real estate taxes and assessments charged against the Common Elements shall be a Common Expense.

**SECTION 11. INSURANCE AND CASUALTY LOSSES**

11.1. **Insurance Policies.**

11.1.1. The Board or its duly authorized agent shall obtain insurance for any insurable improvements on the Common Elements against loss or damage by fire, other hazards, including all risk coverage, vandalism and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall also obtain a public liability policy in amounts reasonably determined by the Board covering the Association and its Members for all damage or injury occurring within the Common Elements...
caused by the negligence of the Association or any of its Members or agents. The Association shall obtain directors’ and officers’ liability insurance. Premiums for all of the foregoing insurance shall be Common Expenses of the Association. The property policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance equals the full replacement cost.

11.1.2. All such insurance coverage obtained by the Board shall be written in the name of the Association, as trustee, for the respective benefited parties, as further identified below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies on the Common Elements shall be for the benefit of the Owners and their respective mortgagees as their interests may appear;

(b) Exclusive authority to adjust losses under policies in force on the Property obtained by the Association shall be vested in the Board; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto;

(c) In no event shall the insurance coverage obtained by the Board hereunder be brought into contribution with insurance purchased by individual Owners, Occupants, or their mortgagees, and the insurance carried by the Association shall be primary; and

(d) The Board shall be required to make reasonable efforts to secure insurance policies that will provide for the following:

   (i) a waiver of subrogation by the insurer as to any claims against the Board, its Directors, the Owners and their respective Tenants, servants, agents, and guests;

   (ii) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

   (iii) that no policy may be canceled, invalidated, or suspended on account of the acts of any one or more individual Owners;

   (iv) that no policy may be canceled, invalidated, or suspended on account of the conduct of any Director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its Manager, the Board, a Director, any Owner or mortgagee; and

   (v) that any “other insurance” clause in any policy exclude individual Owner’s policies from consideration.
11.2. **Disbursement of Proceeds.** Proceeds of insurance policies shall be disbursed as follows:

11.2.1. If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction as is necessary and appropriate with the affected Owner of Owners and their mortgagee(s), as their interest may appear, if any Lot is involved, shall be retained by and for the benefit of the Association. This is a covenant for the benefit of any mortgagee of a Lot and may be enforced by such mortgagee.

11.2.2. If it is determined, as provided below, that the damage or destruction of the Common Elements for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds in Section 11.4 below.

11.3. **Damage or Destruction.**

11.3.1. Immediately after the damage or destruction by fire or other casualty to all or any part of the Common Elements covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Common Elements to substantially the same condition in which it existed prior to the fire or other casualty.

11.3.2. Subject to Section 11.3.4, any damage or destruction to the Common Elements shall be repaired or reconstructed unless at least seventy-five percent (75%) of the total vote of the Members of the Association decide within sixty (60) days after the casualty not to repair or reconstruct. Notwithstanding the foregoing, if such damage or destruction occurs during the Development Period, the Common Elements shall be repaired or reconstructed unless Declarant determines not to do so, in its sole discretion. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, that such extension shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination of whether the Common Elements damage or destruction shall be repaired or reconstructed.

11.3.3. In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Elements shall not be
repaired or reconstructed and no alternative improvements are authorized, then and in that
event that property shall be restored to its natural state and maintained as an undeveloped
portion of the Common Elements by the Association in a neat and attractive condition.

11.3.4. Notwithstanding anything to the contrary contained in this
Section 11.3, if repair or reconstruction of any portion of the Common Elements is required
by Washington Township or Montgomery County, the provisions of Sections 11.3.2 and
11.3.3 shall not apply, and the Board shall undertake the necessary repair or reconstruction.

11.4. Repair and Restoration. If the damage or destruction for which the insurance
proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to
defray the cost thereof, the Board shall, without the necessity of a vote of the Members, levy a
Special Assessment against all Owners. Additional Assessments may be made in like manner
at any time during or following the completion of any repair or reconstruction. If the funds
available from insurance exceed the cost of repair, such excess shall be deposited to the
benefit of the Association.

SECTION 12.
CONDEMNATION

12.1. If all or any part of the Common Elements shall be taken (or conveyed in lieu
of or under threat of condemnation by the Board, acting on behalf of the Association or on the
written direction of all Owners of Lots subject to the taking, if any) by any authority having
the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof
and to participate in the proceedings incident thereto, unless otherwise prohibited by law.
The award made for such taking shall be payable to the Association, as trustee for all Owners, to
be disbursed in accordance with Section 12.2.

12.2. If the taking involves a portion of the Common Elements on which
improvements have been constructed, then, unless at least seventy-five percent (75%) of the
total vote of the Association decide otherwise within sixty (60) days after the taking, the
Association shall restore or replace such improvements so taken on the remaining land
included in the Common Elements, to the extent lands are available therefore, in accordance
with plans approved by the Board and during the Development Period, Declarant.
Notwithstanding the foregoing, if such condemnation occurs during the Development Period,
the Common Elements shall be restored or replaced to the extent possible unless Declarant
determines not to do so, in its sole discretion. If such improvements are to be repaired or
restored, the above damage or destruction which is to be repaired shall apply. If the taking
does not require restoration or replacement, or if there are net funds remaining after such
restoration or replacement is completed, then such award or net funds shall be disbursed to the
Association and used for such purposes as the Board shall determine.
SECTION 13.
DURATION, AMENDMENT AND TERMINATION

13.1. **Duration.** The Restrictions shall be covenants running with the land and shall bind the Property and every part thereof, and shall (regardless of whether any such beneficiary owns an interest in any Lot) inure to the benefit of and be enforceable by, Declarant, the Association and each Owner and Tenant and their legal representatives, heirs, devisees, successors and assigns, and shall continue in full force and effect for twenty (20) years from the date on which this Declaration is recorded in the Recorder’s Office of Montgomery County, Ohio. Thereafter, the Restrictions shall be automatically renewed for successive ten (10) year periods unless amended or terminated as provided in this Section 13.

13.2. **Amendment or Termination.**

13.2.1. Prior to the end of the Development Period, any provision of this Declaration may be amended in whole or in part or terminated by a recorded instrument executed by Declarant, in Declarant’s sole discretion. After the end of the Development Period, any provision of this Declaration may be amended in whole or in part or terminated by a recorded instrument approved by the Owners of at least seventy-five (75%) of all Lots located in the Property; provided that, Declarant’s approval is required for any amendment or termination, in Declarant’s sole discretion, so long as Declarant or a Builder owns a Lot.

13.2.2. If Declarant or a Builder no longer owns any Lots, this Declaration may be terminated by approval of one hundred percent (100%) of the Owners of all of the Lots. Promptly after the approval of termination of this Declaration, the President of the Board shall cause to be recorded the written instrument of termination executed in properly recordable form by the President of the Association, together with a certificate of the President of the Association that the Owners of at least one hundred percent (100%) of all Lots have approved such instrument.

13.2.3. The Board shall maintain such copies filed with it by the President as a permanent record and shall make copies thereof available to any Owner at a reasonable cost.

13.2.4. All Owners and their mortgagees, by acceptance of a deed to a Lot or a mortgage encumbering such Lot, shall be deemed to have consented to and approved the provisions of this Section 13 of this Declaration by Declarant and irrevocably designate Declarant as their proxy and attorney-in-fact to make any amendments without coming back to the Owners or mortgagees for their consent at the time of such amendment during the Development Period. All Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time any instruments and perform any acts as may be deemed by Declarant to be necessary or proper to effectuate the provisions of this Section 13.
SECTION 14.
MISCELLANEOUS

14.1. **Declarant’s Rights to Complete Development.** Declarant shall have the right to, among other things: (a) complete the development, construction, promotion, marketing, sale, resale and leasing of properties; (b) construct or alter any Dwelling Units, Structures or other improvements on any property owned by Declarant; (c) maintain model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Declarant or the Association; or (d) post signs incidental to the development, construction, promotion, marketing, sale and leasing of property within the Subdivision. Further, Declarant or its assignee shall have the right of ingress and egress through the streets, paths, and walkways located in the Subdivision for any purpose whatsoever, including, but not limited to, purposes related to the construction, maintenance and operations of any Dwelling Units, Structures and other improvements. Nothing contained in this Declaration shall limit the rights of Declarant or require Declarant or its assignee to obtain approval to, among other things: (i) excavate, cut, fill or grade any property owned by Declarant; (ii) to construct, alter, remodel, demolish or replace any Structures or other improvements on any Common Elements or any property owned by Declarant, including without limitation, property used as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or (iii) require Declarant to seek or obtain the approval of the Association for any such activity or Structures or other improvements on any Common Elements or any property owned by Declarant. Nothing in this Section 14.1 shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration.

14.2. **Declarant’s Rights to Replat Declarant’s Subdivision.** Declarant reserves the right, at any time and from time to time, to amend, alter or replat any plat or development plan and to amend any zoning ordinance which affects all or any portion of the Subdivision; provided, however, that only real property owned by Declarant and Owners consenting to such amendment, alteration or replatting shall be the subject of any such amendment, alteration or replatting, for themselves and their successors and assigns, and the Association hereby consents to and approves any such amendment, alteration or replatting and shall be deemed to have joined in the same.

14.3. **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.

Each holder and insurer of a first mortgage on any Lot shall be entitled, upon request and at such mortgagee’s expense, to inspect the books and records of the Association during normal business hours, subject to the exceptions set forth in Section 4.16.1.

14.4. **Addition of Property.** From time to time, prior to the expiration of the Development Period, Declarant, or any successor or assign, may subject land adjacent to the Subdivision to the terms and conditions of this Declaration without the assent of the Association or the Owners of Lots already included in the Subdivision, and after each subjection such annexed property shall thereafter be included in the defined term Subdivision as used in this Declaration. Declarant reserves the sole and absolute discretion to add land adjacent to the Subdivision to this Declaration.

14.5. **No Reliance.** Any Owner shall rely solely on its own review of this Declaration and inspections of the Lot and the Subdivision in determining whether to purchase a Lot. Owner shall not be entitled to rely on any statements or representations made by the brokers, employees, agents and/or representatives of Declarant. Except for any representations or warranties of Declarant expressly set forth in this Declaration, Declarant makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered by Declarant or its brokers, agents or representatives to an Owner in connection with the purchase of a Lot. Any reliance on or use of such materials, data or information by Owner shall be at the sole risk of Owner, except as otherwise expressly stated herein.

14.6. **No Reverter.** No covenant, condition, restriction, reservation or easement contained in this Declaration is intended to create, or shall be construed as creating, a condition subsequent or a possibility of reverter.

14.7. **Assignment.** Declarant reserves the right to assign any or all of its rights and obligations under this Declaration to another person or entity, which shall be recorded by written instrument in the Recorder’s Office of Montgomery County, Ohio.

14.8. **Notices.** Any notice required or permitted to be given to an Owner or Tenant by the Board or Declarant pursuant to the provisions of this Declaration shall be deemed given when mailed by United States mail, postage prepaid, addressed to his or her last address as it appears on the records of the Association.

14.9. **Non-liability of Declarant.** Declarant, its representatives, successors or assigns, shall not be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to it by or pursuant to this Declaration, or the Code of Regulations, whether or not such claims shall be asserted by an
Owner, Occupant, the Association, or by any person or entity claiming through any of them; nor shall they be liable on account of injury to person or damage to or loss of property wherever located however caused.

14.10. Construction. The Board or Declarant shall have the right to construe the provisions of this Declaration, and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding as to all persons and entities benefited or bound by the provisions of this Declaration.

14.11. Invalidity and Severability. The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision hereof. If any article, section, paragraph, sentence, clause or word in this Declaration is held by a court of competent jurisdiction to be in conflict with any law of the State, then the requirements of such law shall prevail and the conflicting provision or language shall be deemed void in such circumstance; provided that the remaining provisions or language of this Declaration shall continue in full force and effect.

14.12. Headings. The headings of the Sections are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.

14.13. Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular the plural, and vice versa.

14.14. Conflict. In the event of a conflict between the Restrictions or any one or more of them and other private restrictions which may be recorded before or after this Declaration, the more recent restriction, covenant, condition, easement or other obligation shall control.

14.15. Covenants Running with Land. This Declaration and all amendments hereto shall be, and shall be construed as, covenants running with the land, shall be binding upon Declarant, any mortgagee, the Association, its Members, each Owner, each Occupant or Tenant and anyone claiming under each Owner or Occupant, and shall (regardless of whether or not any such beneficiary owns an interest in any Lot) inure to the benefit of and be enforceable by: (a) Declarant; (b) the Association; (c) the Board and (d) each Owner and anyone claiming under each Owner.

[Remainder of page intentionally left blank]
IN WITNESS WHEREOF, Declarant has caused this Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for BRIDLE CREEK RANCH SUBDIVISION to be executed by its duly authorized officer as of the day and year first above written.

BRIDLE CREEK RANCH, LLC,
an Ohio limited liability company

By: _____________________________
Name: Shery B. Oakes
Title: Manager

STATE OF OHIO )
COUNTY OF MONTGOMERY )

The foregoing instrument was acknowledged before me this 5th day of April, 2014, by Shery B. Oakes, the Manager of Bridle Creek Ranch, LLC, an Ohio limited liability company, on behalf of the limited liability company.

[Signature]
Notary Public

This instrument prepared by:
Benjamin J. Helwig, Esq.
Frost Brown Todd LLC
9277 Centre Pointe Drive, Suite 300
West Chester, Ohio 45069

0126499:0614790 4837-9774-1337v3
EXHIBIT A
Legal Description

See recorded plat for lot information.
EXHIBIT B

CODE OF REGULATIONS (BYLAWS)
OF
BRIDLE CREEK RANCH HOMEOWNERS ASSOCIATION, INC.

ENABLING CLAUSE

This Code of Regulations (Bylaws) is adopted simultaneously with the execution of a certain Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Bridle Creek Ranch Subdivision and constitutes the regulations of the corporation as described in Sections 1702.10 and 1702.11 of the Ohio Revised Code. The purpose is to provide for the establishment of an Owner’s association for the government of the Subdivision and Common Elements in the manner provided by the Declaration, the Articles of Incorporation, and by this Code of Regulations. All present and future Lot Owners or Tenants, their employees and eligible holder(s) of first mortgage(s), or any person who might use the Common Elements in any manner shall be subject to the covenants, provisions and regulations contained in the Declaration and this Code of Regulations, and shall be subject to any restriction, condition or regulation hereinafter adopted by the Board of Directors of the Association.

The Declaration is incorporated herein by reference, and all of the covenants, rights, restrictions and liabilities herein contained shall apply to and govern the interpretation of this Code of Regulations. Capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Declaration.

The Association hereby approves and adopts all of the rights, remedies, powers and authorities granted to it under the Declaration.

ARTICLE 1
NAME AND LOCATION

The name of the corporation is BRIDLE CREEK RANCH HOMEOWNERS ASSOCIATION, INC. The principal office of the Association shall be located in Montgomery County, Ohio, but meetings of Members and Directors may be held at such places within the State of Ohio as may be designated by the Board.

ARTICLE 2
DEFINITIONS

A. "Association" shall mean Bridle Creek Ranch Homeowners Association, Inc., an Ohio non-profit corporation, its successors and assigns.
B. "Board" or "Board of Directors" shall mean the body of Directors appointed by Declarant prior to the Development Period Special Meeting or elected by the Members of the Association at such meeting and thereafter to manage the property and affairs of the Association.

C. "Declarant" shall mean Bridle Creek Ranch, LLC, an Ohio limited liability company, its successors and assigns.

D. "Declaration" shall mean that certain Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Bridle Creek Ranch Subdivision, applicable to the Property and recorded or to be recorded in the Montgomery County, Ohio Recorder's Office, as the same may be amended from time to time.

E. "Members" shall mean persons or entities entitled to membership in the Association, as provided for in the Declaration, including all Owners of Lots.

F. "Ohio Nonprofit Corporation Law" shall mean Chapter 1702 of the Ohio Revised Code, as the same may be amended from time to time.

ARTICLE 3
MEETINGS OF MEMBERS; VOTING

A. Annual Meetings. Except during the Development Period, the Board shall call a meeting of the Members at least once each year. Unless otherwise determined by Declarant or the Board, the first Annual Meeting of the Members shall be held within one year from the Development Period Special Meeting on such date as the initial Board elected at the Development Period Special Meeting shall determine. Each subsequent regular Annual Meeting of the Members shall be held within the first quarter of each calendar year, upon proper notice, at a date, time, and place from time to time designated by the Board and in accordance with the Declaration and this Code of Regulations.

B. Special Meetings. Special meetings of the Members may be called at any time by the President or by a majority of the Board, or upon written request of the Members who are entitled to vote at least fifty percent (50%) of all of the votes of the Members.

C. Notice of Meetings. 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 personally delivering or mailing a copy of such notice, postage prepaid, at least ten (10) days, but no more than sixty (60) days, before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

D. Quorum. The number of Members present or represented by valid written proxy at any meeting of the Members shall constitute a quorum for such meeting; provided, however,
no action required by law, the Articles of the Association, the Declaration or this Code of Regulations to be authorized or taken by a specified proportion or number of Members may be authorized or taken by a lesser proportion or number.

E. **Proxies.** At all meetings of 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 a Member of the Member’s Lot.

F. **Voting.** Each Member shall be entitled to one vote for each Lot owned by such Member. If a Lot is owned by more than one person or entity, such vote will be cast in the manner as all of the Owners of such Lot may agree amongst themselves and, if they cannot agree, such vote shall be suspended until such time as they agree.

G. **Suspension of Voting Privileges.** No Member shall be eligible to vote or to be elected to the Board who is shown on the Association’s books to be delinquent in the payment of any Assessment due to the Association, as set forth in the Declaration.

H. **Order of Business.** The order of business at all meetings of Members will be as follows:

1. Calling of meeting to order;
2. Roll-call; determination of a quorum;
3. Proof of notice of meeting or waiver of notice;
4. Reading of minutes of preceding meeting;
5. Reports of officers;
6. Reports of committees;
7. Election of Directors (when appropriate);
8. Unfinished or old business;
9. New business; and
10. Adjournment.

**ARTICLE 4**

**BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE**

A. **Number.** The affairs of this Association shall be managed by a Board of no less than three nor more than five Directors. Qualifications for Directors are set forth in Section 3.2.1 of the Declaration.

B. **Term of Office.** Directors appointed by Declarant shall serve until their respective successors are appointed and qualified. At the Development Period Special Meeting and at each Annual Meeting thereafter, the Members shall elect the Directors. The terms of the Directors elected at the Development Period Special Meeting shall be staggered, with at least one of the Directors serving a one-year term, at least one of the Directors serving a two-year term, and at least one of the Directors serving a three-year term. At each Annual Meeting thereafter,
the Members shall elect new Directors whose term shall be three years, to replace the Directors whose terms are expiring.

C. **Removal and Resignation.** Any Director elected by the Members may be removed from the Board, with or without cause, by a Majority Vote of the Members. Any Director 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. In the event of death, resignation or removal of a Director, a successor shall be selected by the remaining Directors and shall serve for the unexpired term of the newly selected Director’s predecessor.

D. **Compensation.** No Director shall receive compensation for any services rendered to the Association; provided, however, that Directors may be reimbursed for actual expenses incurred in the performance of their duties.

**ARTICLE 5**

**NOMINATION AND ELECTION OF DIRECTORS**

A. **Nomination.** At the end of the Development Period, as provided in the Declaration, nomination for election to the Board shall be made from the Members at the Development Period Special Meeting and at each subsequent Annual Meeting.

B. **Election.** Election to the Board may be by secret written ballot but such ballot is not required. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**ARTICLE 6**

**MEETINGS OF DIRECTORS**

A. **Regular Meetings.** Regular meetings of the Board shall be held at such place and time as may be fixed from time to time by resolution of the Board, but not less than semi-annually. Notwithstanding the forgoing, during the Development Period, the Board may meet as needed whether or not semi-annually. The Board may hold a meeting by any method of communication, including electronic or telephonic communication, provided that each member of the Board can hear or read in real time and participate and respond to every other member of the Board.

B. **Special Meetings.** Special meetings of the Board shall be held when called by the President or by any two Directors.

C. **Quorum.** A majority of the total number of Directors shall constitute a quorum for the transaction of business by the Board. 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.

D. **Action Taken Without a Meeting.** The Directors shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors and shall be filed with the minutes of the meetings of the Board.

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

**ARTICLE 7**

**POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

A. **Powers.** The Board shall have the following powers:

1. To adopt, publish, enforce, and from time to time amend, reasonable rules and regulations regarding the administration, interpretation, and enforcement of the Restrictions, including without limitation establishing penalties or fines for the infraction thereof.

2. To adopt and enforce rules that regulate maintenance, repair, replacement, modification and appearance of the Common Elements.

3. To 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, for infraction of published rules and regulations.

4. To exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the Members by other provisions of this Code of Regulations, the Articles of Incorporation, or the Declaration.

5. To declare the office of a Director to be vacant in the event such Director shall be absent from three consecutive regular meetings of the Board.

6. To enter into contracts and incur liabilities in relation to the operation of the Property, and to grant permits, licenses, and easements over the Common Elements for purposes deemed to be reasonably necessary, useful or desirable.

7. To employ or hire a Manager, independent contractors, attorneys, accountants, independent professionals and employees or such other employees as the Board deems necessary or desirable in the management of the Property and the Association, and to whom the Board shall prescribe their respective duties.
8. To commence, defend, intervene in, settle or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Property, or that involves two or more Owners and relates to matters affecting the Property.

9. To acquire, encumber, and convey or otherwise transfer real and personal property.

10. To levy and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Owners as such services are deemed necessary or appropriate in the Board’s sole discretion.

B. Duties. The Board shall have the following duties:

1. To keep or cause to be kept a complete record of all its acts and corporate affairs including records of receipts and expenditures relating to the Common Elements and records of collection of Assessments for Common Expenses, and to present a statement thereof to the Members at the Annual Meeting of the Members, or at any special meeting when such statement is requested in writing by at least fifty (50%) of the Members who are entitled to vote for such special meeting.

2. To supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed.

3. To keep minutes of meetings of the Association and of the Board.

4. To keep records of the names and addresses of all Owners in the Subdivision.

5. With respect to Assessments:

   a. To determine the budget for Common Expenses and to fix the amount of the General Assessment against each Lot at least thirty (30) days in advance of each General Assessment period.

   b. To send written notice of each Assessment to every Owner subject thereto at least thirty (30) days in advance of each General Assessment period.

   c. To foreclose the lien against any Lot for which Assessments are not paid within thirty (30) days after the date due, or to bring an action at law against the Owner personally obligated to pay the same as deemed necessary by the Board, in its sole discretion.

6. To issue, or cause an appropriate officer to issue, upon demand by any person, a statement setting forth whether any Assessment has been paid. A reasonable charge
may be made by the Board for the issuance of these statements. If a statement indicates that an Assessment has been paid, then such statement shall be conclusive evidence of such payment.

7. To procure and maintain the insurance described in the Declaration.

8. To maintain, or cause the maintenance of, the Common Elements as provided in the Declaration.

ARTICLE 8
OFFICERS AND THEIR DUTIES

A. Enumeration of Officers. The officers of the Association shall be elected from the members of the Board, and shall consist of a President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time create by resolution. The office of Vice President is optional.

B. Election of Officers. The election of officers shall take place at the first meeting of the Board following each Annual Meeting of the Members.

C. Term. The officers of this Association shall be elected annually by the Board, and each shall hold office for one year or until their respective successors are duly elected and qualified, unless an officer shall sooner resign, be removed, or otherwise become disqualified.

D. Special Appointment. The Board may elect such other officers from the members of the Board 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.

E. 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.

F. 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 being replaced.

G. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. 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 D of this Article.

H. Duties. The duties of the officers are as follows:
1. **President** -- The President shall preside at all meetings of the Board; shall see that orders and resolution of the Board are carried out; shall sign all contracts, notes, leases, mortgages, deeds and other written instruments.

2. **Vice President** -- If a Vice President is elected by the Board, the Vice President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

3. **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 are required by the Board.

4. **Treasurer** -- The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; sign all checks and promissory notes of the Association; keep proper books of account and shall prepare an annual budget and a statement of income and expenditures to be presented to be Members at their regular Annual Meeting, and deliver a copy of each to the Members.

**ARTICLE 9**

**COMMITTEES**

The Board shall appoint committees from time to time as it deems appropriate to carry out its purposes.

**ARTICLE 10**

**BOOKS AND RECORDS**

The books, records, and papers of the Association shall be subject to inspection and copying by any Member or Director, or their designee, as provided in the Declaration.

**ARTICLE 11**

**ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association all Assessments. Assessments are secured by a continuing lien upon the Lot against which the Assessment is made. Any Assessments, which are not paid when due, shall be delinquent. If the Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum or such other rate as determined by the Board, not to exceed the highest rate permitted by law, and shall also be subject to a $25 late charge (subject to increase by the Board from time
to time). The Board may also charge a reasonable charge for any check returned to the Association as unpaid for insufficient funds or stop payment. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner’s Lot, in which case, interest, costs, and reasonable attorney’s fees shall be added to the amount of such unpaid Assessment. No Owner may waive or otherwise escape liability for any Assessments by nonuse of the Common Elements or abandonment of the Owner’s Lot.

ARTICLE 12
AMENDMENTS

A. This Code of Regulations may be amended at a regular or special meeting of the Members, by a vote of at least seventy-five percent (75%) of Members. Any amendment to this Code of Regulations shall be recorded in the Montgomery County, Ohio Recorder’s Office; together with a certification of the Secretary of the Association that the amendment was duly adopted by at least seventy-five (75%) of the Members at a meeting of the Members.

B. For as long as Declarant or a Builder owns at least one (1) Lot, no amendment may be made to this Code of Regulations without the express written consent of Declarant.

ARTICLE 13
MISCELLANEOUS

A. The fiscal year of the Association shall begin on the January 1 and end on December 31 of each year, except that the first fiscal year shall begin on the date of incorporation of the Association.

B. In the case of any conflict between the Articles of Incorporation and this Code of Regulations, the Articles shall control. In the case of any conflict between the Declaration and the Code of Regulations, the Declaration shall control.

C. To the fullest extent permitted by Ohio Nonprofit Corporation Law, the Association shall indemnify its Directors and officers. The Association may, to such extent and in such manner as is determined by the Board, but in no event to an extent greater than is permitted by Ohio Nonprofit Corporation Law, indemnify any employees or agents of the Association permitted to be indemnified by the provisions of the Ohio Nonprofit Corporation Law. To the extent reasonably available and applicable, the Association shall obtain Directors and Officers Professional Liability insurance coverage.

D. The caption of each Article and Section of this Code of Regulations is included only as a matter of reference and does not define, limit, or describe the scope or intent of the provisions of this Code of Regulations.

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

DESCRIPTION OF STANDARD MAILBOX

Whitehall 10-1/8-in x 53-in Metal French Bronze In-Ground Mailbox with Post
FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATION OF EASEMENTS
FOR
BRIDLE CREEK RANCH SUBDIVISION

This FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR BRIDLE CREEK RANCH SUBDIVISION (this “Amendment”) is made effective as of this ___ day of May, 2017, by Bridle Creek Ranch, LLC, an Ohio limited liability company (the “Declarant”) under the following circumstances:

WHEREAS, by that certain Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Bridle Creek Ranch Subdivision (the “Declaration”) recorded on December 5, 2014, having Official Record 2014-00066130, of the Montgomery County, Ohio Records, Declarant created the Bridle Creek Ranch Subdivision (the “Subdivision”) and imposed certain covenants, restrictions and easements on certain real property owned by Declarant located in Washington Township Ohio and as shown on the Record Plat for Bridle Creek Ranch Subdivision recorded in Plat Book “224” Pages 52-52A of the plat records of Montgomery County, Ohio (the “Property”);

WHEREAS, the Declaration provides Declarant with the authority and power to amend the Declaration, to add property to the Subdivision, and to subject such property to the terms and conditions of the Declaration; and

WHEREAS, Declarant desires to amend the Declaration to expand the real property to be subject to the Declaration, as more particularly described herein.

NOW, THEREFORE, in consideration of the foregoing, and for the purpose of establishing and assuring a uniform plan for the development of the Property and the additional property to be subjected to the Declaration hereby, Declarant hereby declares as follows:

1. Any use of capitalized terms not otherwise defined in this Amendment shall have the meaning ascribed to them in the Declaration.
2. On the date of this Amendment, because Declarant owns Lots and retains an interest in the Subdivision, the Development Period remains in effect. Pursuant to Section 14.4 of the Declaration, prior to the expiration of the Development Period, Declarant, or any successor or assign, may subject land adjacent to the Subdivision to the terms and conditions of this Declaration without the assent of the Association or the Owners of Lots already included in the Subdivision.

3. Pursuant to the power and authority of the Declarant provided in the Declaration, Exhibit A-1, attached hereto and incorporated by reference herein, hereby amends, supersedes, and replaces Exhibit A attached to the Declaration. The real property described in Exhibit A-1 as the “Additional Property” is hereby submitted to the terms and conditions of the Declaration.

4. Except as modified by this Amendment, the Declaration remains in full force and effect, and the Declaration, as modified and amended by this Amendment, is hereby ratified, approved, and confirmed.

BRIDLE CREEK RANCH, LLC
an Ohio limited liability company

By: Shery Oakes, Manager

STATE OF OHIO

COUNTY OF MONTGOMERY

Notary Public

This Instrument Prepared By:
Benjamin J. Helwig, Esq.
Frost Brown Todd LLC
9277 Centre Pointe Drive, Suite 300
West Chester, Ohio 45069
513.870.8215
Exhibit A-1

Section 1:

Situated in the Township of Washington, County of Montgomery, State of Ohio, and being Lots Numbered One – Twenty-Three (1-23), Bridle Creek Ranch, Section 1, as recorded in Plat Book “224”, Pages 52-52A of the plat records of Montgomery County, Ohio.

Additional Property:

Section 2:

Situated in the Township of Washington, County of Montgomery, State of Ohio, and being Lots Numbered Twenty-Five – Fifty-Three (25-53), Bridle Creek Ranch, Section 2, as recorded in Plat Book 230, Pages 15-15A of the plat records of Montgomery County, Ohio.

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