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Montgomery County, OH
Brandon C. McClain Recorder
File: 2022-00045889

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**FIRST AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, ASSESSMENTS, AND ASSESSMENT LIENS FOR
WOODLAND GREENS AT YANKEE TRACE**

THIS FIRST AMENDMENT to the Declaration of Covenants, Restrictions, Easements, Assessments, and Assessment Liens for Woodland Greens at Yankee Trace (the "First Amendment") is made this 14th day of July, 2022 by Centerstone Homes, LLC, an Ohio limited liability company, its successors and assigns (the "Declarant").

WHEREAS, Woodland Greens at Yankee Trace, LLC, the original declarant, recorded that certain "Declaration of Covenants, Restrictions, Easements, Assessments, and Assessment Liens for Woodland Greens at Yankee Trace" dated March 9, 2018, and recorded on March 14, 2018, as 2018-00014183 in the Montgomery County Recorder's Office, State of Ohio (the "Declaration");

WHEREAS, pursuant to an "Assignment and Assumption of Rights and Obligations of Declarant under Declaration of Covenants, Restrictions, Easements, Assessments, and Assessment Liens for Woodland Greens at Yankee Trace", dated December 31, 2021, and recorded on February 15, 2022, as 2022-00010160 in the Montgomery County Recorder's Office, State of Ohio, Woodland Greens at Yankee Trace, LLC assigned all of its rights and obligations as the declarant under the Declaration to Declarant;

WHEREAS, Woodland Greens at Yankee Trace Homeowners Association Inc., an Ohio nonprofit corporation, (the "Association") was formed on October 18, 2017 as an Ohio nonprofit corporation for the purpose of managing the homeowners association for the Subdivision (as defined in the Declaration and described in Exhibit B, which is a part of the Master Parcel which is described in Exhibit A);

WHEREAS, pursuant to Section 10.7 of the Declaration, until the Turnover Date (as defined in the Declaration), the Declarant may, in its sole and absolute discretion, unilaterally amend the Declaration at any time and from time to time, without the consent of the Owners;

WHEREAS, the Turnover Date for the Subdivision has not yet occurred and the Declarant is therefore amending the Declaration as set forth in this First Amendment;

WHEREAS, Declarant shall cause this First Amendment to be recorded in the Office of the Montgomery County Recorder, State of Ohio; and

WHEREAS, all capitalized words and phrases in this First Amendment shall have the meaning ascribed to them in the Declaration unless otherwise provided herein.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Declaration shall be amended as follows:

1. The language in Section 3.6 of the Declaration is hereby deleted in its entirety and replaced with the following:

3.6 **Fences and Walls.** No Builder or Owner shall construct any fence or wall on any Lot or on any Common Area, without the prior approval of the Design Review Committee, and all fences or walls constructed on any Lot or Common Area shall include a four (4) foot wide gated opening and be constructed in compliance with the requirements set forth in the Design Guidelines. All fences on Lots must be made of maintenance-free black aluminum.

2. The language in Section 7.3.2 of the Declaration is hereby deleted in its entirety and replaced with the following:

7.3.2 The Association shall perform lawn maintenance services for each Lot upon which a Home is completed and occupied. Such lawn maintenance services shall consist of mowing as reasonably necessary, applying periodic fertilization, weed control, leaf removal, and mulching in the front of the Home limited to directly in front of the Home and inside the front outside corners of the Home. Maintenance of flower beds, hedges, trees and landscaping shall, except as otherwise stated above, be the obligation of Owners.

3. To the extent of any conflict between this First Amendment and the Declaration, the provisions of this First Amendment shall prevail.

4. This First Amendment shall be effective upon recordation in the Office of the Montgomery County Recorder, State of Ohio.

5. Except to the extent expressly set forth herein, the Declaration remains in full force and effect.

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26075763.4

EXHIBIT A

MASTER PARCEL
LEGAL DESCRIPTION

Situated in the State of Ohio, County of Montgomery, City of Centerville and being described as follows:

Being Lot One (1) of The Randall Residence of Centerville, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 230, page 76, Recorder's Office, Montgomery County, Ohio.

EXHIBIT B

SUBDIVISION
LEGAL DESCRIPTION

**Description of a 20.5660 Acre Tract
(Part of Future Lot #1 of Randall Residence at Yankee Trace Plat)**

Situate in Section 34, Town 3, Range 5 M.R.s., City of Centerville, Montgomery County, Ohio, being part of Lot #1 of Rabold Farm Plat as recorded in P.B. 230, Pg. 21 of the plat records of said county as conveyed to Centerville Development Group, LLC by instruments as recorded in L.R. Deed 15-013613, L.R. Deed 15-021349 and L.R. Deed 15-029332 of the deed records of said county and being more particularly bounded and described as follows:

Beginning at an iron pin found (5/8" dia.) at the southwest corner of Reserve Area "A" of The Highlands at Yankee Trace, Section One as recorded in P.B. 207, Pg. 10 of the plat records of said county;

Thence, with the south line of said plat, North 88°41'02" East for 40.05 feet to an iron pin set (5/8"x30"), said pin being the **TRUE POINT OF BEGINNING** of the herein described tract;

Thence, continuing with the south line of said plat, North 88°41'02" East for 1302.72 feet to a pipe found (3/4" dia.), said pipe being on a new division line;

Thence with said new division line for the following fourteen courses:

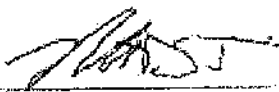
- 1) South 00°54'46" West for 269.96 feet to an iron pin set (5/8"x30");
- 2) South 56°26'04" West for 160.61 feet to an iron pin set (5/8"x30");
- 3) South 85°05'44" West for 51.17 feet to an iron pin set (5/8"x30");
- 4) South 01°18'58" East for 260.56 feet to an iron pin set (5/8"x30");
- 5) South 71°05'27" West for 95.34 feet to an iron pin set (5/8"x30");
- 6) South 82°54'00" West for 155.91 feet to an iron pin set (5/8"x30");

- 7) Along the arc of a curve to the right, having a radius of 114.00 feet, a delta angle of $26^{\circ}34'51''$, an arc length of 52.89 feet, and a chord which bears North $19^{\circ}51'56''$ West for 52.41 feet to an iron pin set (5/8"x30");
- 8) North $06^{\circ}34'30''$ West for 6.65 feet to an iron pin set (5/8"x30");
- 9) South $83^{\circ}25'30''$ West for 50.00 feet to an iron pin set (5/8"x30");
- 10) South $06^{\circ}34'30''$ East for 31.65 feet to an iron pin set (5/8"x30");
- 11) Along the arc of a curve to the right, having a radius of 75.00 feet, a delta angle of $21^{\circ}35'50''$, an arc length of 28.27 feet, and a chord which bears South $04^{\circ}13'25''$ West for 28.10 feet to an iron pin set (5/8"x30");
- 12) South $72^{\circ}08'37''$ West for 685.90 feet to an iron pin set (5/8"x30");
- 13) North $63^{\circ}08'44''$ West for 196.29 feet to an iron pin set (5/8"x30");
- 14) North $01^{\circ}30'08''$ East for 775.05 feet to the **TRUE POINT OF BEGINNING**, containing 20.5660 acres, more or less, subject to all easements, restrictions, conditions and legal highways of record pertaining to the parent tract(s).

Prior Instrument Reference(s) as of the date this description was prepared: I.R. Deed 15-029332 and I.R. Deed 15-013613 of the Deed Records of Montgomery County, Ohio.

The above description is based on a field survey made in June 15, 2014 under the supervision of Nathan D. Tirey, Ohio Registered Land Surveyor No. 8470. Bearings for this survey were to agree with the centerline of Paragon Road ($N01^{\circ}30'08''E$) as recorded in DMF 90-384B10 of the Montgomery County Deed Records.

Thomas Winemiller & Associates, Inc.


Nathan D. Tirey, Sr., Ohio P.S. 8470



Type: DEED
Kind: SPECIAL INSTRUMENT (DEED)
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Montgomery County, OH
Willis E. Blackshear County Recorder
File# 2018-00014183

NO TRANSFER
11:25am MARCH 14, 2018
KARL L. KEITH, COUNTY AUDITOR

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

FOR

WOODLAND GREENS AT YANKEE TRACE

**CITY OF CENTERVILLE,
MONTGOMERY COUNTY, OHIO**

March 9, 2018

THIS INSTRUMENT PREPARED BY:

David N. Reed, Esq.
Taft, Stettinius & Hollister LLP
North Main Street
Suite 1700
Dayton, OH 45423

DR

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**DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, ASSESSMENTS, AND ASSESSMENT LIENS FOR
WOODLAND GREENS AT YANKEE TRACE**

This DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, ASSESSMENTS, AND ASSESSMENT LIENS FOR WOODLAND GREENS AT YANKEE TRACE (this "**Declaration**"), is made this 9 day of March, 2018, by WOODLAND GREENS AT YANKEE TRACE, LLC, an Ohio limited liability company ("**Declarant**").

RECITALS

WHEREAS, by virtue of a recorded in I.R. Deed 2017-00072914 of the Deed Records of Montgomery County, Ohio Recorder's Office, Declarant is the owner of approximately 33.5092 acres of land located in the City of Centerville, Montgomery County, Ohio (the "**Declarant Parcel**"), and more specifically described on **Exhibit A**, attached hereto and made a part hereof. The Declarant Parcel is shown graphically as Lot 1 on the Record Plan of the Randall Residence of Centerville, attached hereto as **Exhibit B**, which Record Plan was recorded on November 29, 2017 at Plat Book 230, Page 76 of the Plat Records of Montgomery County, Ohio (the "**Randall Record Plan**");

WHEREAS, the total platted area comprising the land of the Randall Record Plan is 66.8636 acres (the "**Master Parcel**");

WHEREAS, the entire Master Parcel, including the Declarant Parcel, is subject to a Master Declaration of Covenants, Conditions, Restrictions, Easements and Assessments for The Randall Residence of Centerville and Woodland Greens dated October 26, 2017, and recorded on October 27, 2017 at IR Deed 2017-00064740 of the Deed Records of the Montgomery County, Ohio Recorder's Office (the "**Master Declaration**");

WHEREAS, as indicated in the Master Declaration, the Declarant desires to develop the Master Parcel as a mixed-use development consisting of (i) an approximately one hundred sixty-four (164) unit (collectively, the "**Residence Units**" and, individually, a "**Residence Unit**") assisted living facility (the "**Assisted Living Facility**"), (ii) approximately eighty-four (84) single family cottages (collectively, the "**Cottage Units**" and, individually, a "**Cottage Unit**") contained in twenty-one (21) separate buildings, and (iii) approximately sixty-five (65) detached single family homes (collectively, the "**Homes**" and, individually, a "**Home**");

WHEREAS, the Homes are to be situated on the approximately 20.5660± acre portion of the Declarant Parcel legally described, and shown graphically as Part Lot #1, 20.5660 acres, on **Exhibit C**, attached hereto and made a part hereof (the "**Property**" or the "**Subdivision**"). The Property is referred to as the Woodland Area in the Master Declaration;

WHEREAS, Declarant has deemed it desirable for the preservation of the values and amenities of the Subdivision to create an association to which shall be delegated and assigned the powers and duties of (a) maintaining and administering the Subdivision Common Areas (as defined in Section 5.1), (b) administering and enforcing the within covenants and restrictions, and (c) collecting and disbursing the charges and assessments hereinafter created;

WHEREAS, Declarant has formed Woodland Greens at Yankee Trace Association, Inc., a non-profit Ohio corporation (the "**Association**"), for the purpose of carrying out the aforesaid powers and duties; and

WHEREAS, this Declaration solely governs the Subdivision and no other portion of the Master Parcel and does not in any way diminish, alter or amend the applicability of the Master Declaration to the Subdivision, it being recognized that the Subdivision is subject to both the Master Declaration and this Declaration.

NOW, THEREFORE, for the purposes stated above, and to enhance and protect the value, desirability and attractiveness of the Property, Declarant hereby declares that the Property shall be held, sold and conveyed subject to this Declaration.

ARTICLE I. DEFINITIONS

In addition to other terms that are separately defined in this Declaration or in the Ohio Revised Code, the following words and phrases have the meanings ascribed below:

Annual Operations Assessment Total shall have the meaning set forth in Section 8.4.

Assessments shall mean, collectively, all of the assessments set forth in this Declaration, including in Article VIII.

Assisted Living Facility shall have the meaning set forth in the Recitals.

Association shall mean Woodland Greens at Yankee Trace Association, Inc., an Ohio non-profit corporation, and its successors and assigns.

Association Documents shall mean the formative documents of the Association, consisting of the articles of incorporation, code of regulations and any and all procedures, rules,

regulations or policies adopted by the Association, or comparable formative documents if the Association is not a corporate entity.

Board shall mean and refer to the Board of Directors of the Association, and includes those persons who as a group serve as the Board of Directors.

Builder shall mean a person or entity (other than Declarant) who or which acquires title to any Lot or parcel for the purpose of construction of a residential dwelling thereon with the strict purpose of reselling the improved Lot to an Owner.

City shall mean the City of Centerville.

Closing Assessment shall have the meaning set forth in Section 8.3.

Code of Regulations shall mean the Code of Regulations of the Association, a copy of which is attached hereto as Exhibit D.

Common Areas shall mean the combined Master Common Areas and Subdivision Common Areas.

Cottage Unit(s) shall have the meaning set forth in the Recitals.

Declarant shall mean Woodland Greens at Yankee Trace, LLC, an Ohio limited liability company, and any person or entity acquiring all of Declarant's then-remaining interests in the Subdivision.

Declarant Parcel shall have the meaning set forth in the Recitals.

Declaration shall mean and refer to this instrument, including all exhibits attached to this instrument and all future amendments of this instrument or any of the exhibits.

Design Review Committee shall mean the committee selected by the Board to approve design plans for Homes and Lot Development, to interpret and enforce the Design Review Guidelines to interpret and enforce the maintenance and aesthetic standards set forth in Article IV of this Declaration and to otherwise serve the purpose ascribed by the Board. The Design Review Committee is comprised of three (3) members, two (2) appointed by the Declarant through the Turnover Date and the Board thereafter, and one (1) appointed by the City.

Design Review Guidelines are the standards and guidelines established by the Board for Lot Development and Home design, as amended from time to time, which supplement this Declaration.

Eligible Holder of a First Mortgage means any holder, insurer or guarantor of a valid recorded first mortgage on one or more Lots, which holder, insurer or guarantor has provided written notice to the Association listing its name and address, the address or legal description of the property which is subject to such mortgage.

Golf Course Lot shall mean any Lot identified as such on **Exhibit E**, attached hereto and made a part hereof, such Lots being numbered 7, 8, 40, 41, 42, 43, 44, 45 and 46 on said **Exhibit E**. Lots numbered 40 and 41 constitute both Golf Course Lots and Home Streetscape Lots, as hereafter defined. The location and configuration of the Golf Course Lots may not be altered without the prior written consent of the City.

Home shall have the meaning set forth in the Recitals.

Home Streetscape Lot shall mean any Lot identified as such on **Exhibit E**, attached hereto and made a part hereof, such Lots being numbered 9, 25, 26, 27, 40, 41, 53, 54, 60, 61, and 66 on said **Exhibit E**. Lots numbered 40 and 41 constitute both Home Streetscape Lots and Golf Course Lots, as defined above. The location and configuration of the Home Streetscape Lots may not be altered without the prior written consent of the City.

Improvements shall mean all man-made or man-installed alterations to the Subdivision which cause the Subdivision to deviate from its natural condition, including but not limited to buildings, outbuildings and garages; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools and tennis courts; slope and drainage alterations; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches, trees, hedges, shrubs and other forms of landscaping, and all other structures of every type.

Individual Lot Assessment shall have the meaning set forth in Section 8.6.

Laws shall mean all federal, state, and local laws, statutes, ordinance and regulations having jurisdiction over the Property or any part thereof, including those of the City.

Lot shall mean each separately conveyable parcel within the Subdivision, whether created by a split of a tract or a recorded plat, including the Subdivision Plat. The term "Lot" shall not include any tract described in this Declaration or the Subdivision Plat as Common Area.

Lot Maintenance Expenses are the expenses incurred by the Association or Declarant in performing the maintenance described in Article VII.

Manager shall have the meaning set forth in Section 6.5.

Master Association Assessments shall have the meaning set forth in Section 8.11.

Master Common Areas shall mean the Common Areas created by, and defined in, the Master Declaration.

Master Declaration shall have the meaning set forth in the Recitals.

Master Parcel shall have the meaning set forth in the Recitals.

Mature Tree shall have the meaning set forth in Section 3.5.3.

Member shall mean and refer to a member of the Association. All Owners are Members, and only Owners may be Members, except that the Declarant shall also be a Member through the Turnover Date.

Occupant shall mean and refer to any individual who resides in a Home. An Occupant may also be referred to as a "Resident" or "Tenant".

Operating Fund shall have the meaning set forth in Section 8.2.

Operations Assessment(s) shall have the meaning set forth in Subsection 8.4.2.

Owner shall mean the holder of record title in fee simple to any Lot, whether or not such titleholder actually resides on the Lot. This term excludes those persons or entities holding record title merely as security for the performance of an obligation, by the Declarant, any Builder, or any Owner.

Person shall mean and refer to a natural individual, corporation, general or limited partnership, partnership having limited liability, limited liability company, trustee, fiduciary or other entity legally authorized to hold title to real property.

Property shall have the meaning set forth in the Recitals.

Randall Record Plan shall have the meaning set forth in the Recitals.

Residence Unit shall have the meaning set forth in the Recitals.

Rules and Regulations shall mean and refer to those rules and regulations adopted by the Board governing the use and enjoyment of the Subdivision, and including any future amendments to those rules and regulations.

Special Assessment(s) shall have the meaning set forth in Section 8.7.

Subdivision shall have the meaning set forth in the Recitals.

Subdivision Common Areas shall have the meaning set forth in Section 5.1.

Subdivision Common Areas Hazard Insurance Policy shall have the meaning set forth in Section 9.1.

Subdivision Common Areas Improvements shall have the meaning set forth in Section 9.1.

Subdivision Plat shall mean each and every subdivision record plan of real estate as recorded in the plat records of Montgomery County, Ohio which affects the property of this Subdivision.

Tenant shall mean and refer to the Person(s) or entity that occupies or resides within a single family home on a Lot by virtue of a written or unwritten lease with the Owner.

Total Lots shall have the meaning set forth in Subsection 8.4.1.

Turnover Date shall mean the date upon which Declarant transfers the last Lot owned by Declarant within the Subdivision, and Declarant no longer owns any Lots or land in the Subdivision (exclusive of any Lots that Declarant desires to continue to own). It is intended that Declarant reserves for itself certain control over the Property for the duration of the development phase of the Subdivision until the Turnover Date.

ARTICLE II. PROTECTIVE COVENANTS AND RESTRICTIONS

The following protective covenants and restrictions shall apply to all portions of the Subdivision unless otherwise noted.

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

2.2 **Residential Usage.** Each Lot shall contain a Home and a yard for use by a single family and shall be used for no other purpose except such temporary uses as shall be permitted by Declarant while the Subdivision is being developed and Lots are being sold by Declarant; subject to the following exceptions (and other exceptions specifically stated herein):

2.2.1 Declarant reserves for itself and assigns (including any Builder) the following rights, until all Lots are sold (and escrows closed): (i) the right to carry on normal sales activity including the operation of models and sales offices, (ii) the right to farm any undeveloped portions of the

Subdivision, including future phases and undeveloped Lots, and (iii) the right to use undeveloped portions of the Subdivision for staging construction projects and the storage of fill material.

2.2.2 Promotion of the sale of any Home or Lot within the Subdivision is permitted and a "for sale" sign may be placed on a Lot for such purpose. Members may not promote the lease of a Home by placing a sign on the Lot or in the Subdivision.

2.2.3 To the extent reflected in the Master Declaration, a Subdivision Plat or this Declaration, all of any part of a Lot may be designated a part of the Master Common Areas or the Subdivision Common Areas.

2.3 **Splits Prohibited.** After the initial creation of a Lot by recording a Subdivision Plat, no such 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 the prior approval of the Association and the City.

2.4 **Improvements on Lots/Temporary Improvements.**

2.4.1 No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family dwelling with a private garage suitable for parking not less than two (2) and not more than four (4) motor vehicles which is to be attached to the principal dwelling.

2.4.2 No temporary building or structures, including, without limitation, tents, trailers or sheds shall be permitted on a Lot; provided, however, trailers, temporary buildings, barricades, and the like, shall be permitted for construction purposes and for sales purposes during the sale of Lots prior to the Turnover Date, 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 Homes for which said temporary Improvement was intended and shall be permitted for no longer than a period of one (1) year, unless otherwise approved by the Declarant.

2.5 **Vehicle Restrictions and Parking Requirements.**

2.5.1 No commercial truck, trailer, camper, mobile home, boat or recreational vehicle of any kind, shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired on a Lot; provided, however, that an Owner shall be permitted to make minor repairs to his or her own licensed vehicle in

his or her garage. The doors of garages housing trucks, campers or boats shall be closed at all times except for actual entry or exit. The provisions of this paragraph shall not, however, apply to emergency vehicle repairs.

2.5.2 Unless enclosed in a garage on a Lot, no areas within the Subdivision 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. The prohibitions in this Section 2.5.2 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 Home, or which is necessary or appropriate in connection with maintenance or repairs of any Home, or other Improvements on any portion of the Subdivision, which Improvements are required or permitted under this Declaration.

2.5.3 No automobile, truck, or other motor-driven vehicle, or trailer, in a condition where it is unlicensed, unregistered, inoperable, extensively damaged, disabled, dismantled, or otherwise not in a condition to be lawfully operated upon public highways, or any vehicle component or part shall be placed, parked or stored on any Lot, street, drive or alley, parking lot, or driveway within the Subdivision or in the Common Areas. The vehicle, trailer or part so situated shall be deemed to be a nuisance, and shall be removed.

2.6 **Service Screening, Storage Areas.** Garbage, trash, or refuse shall be placed in containers which shall be concealed and contained within the Home or shall be concealed by means of a screening wall of materials similar to and compatible with that of the Home on the Lot or shall be concealed by sufficient landscaping to provide a permanent screen at all times of the year (e.g. evergreen vegetation).

2.7 **Animal Maintenance.**

2.7.1 No animals shall be raised, bred or kept on any Lot or in the Common Areas except that common household pets, including dogs, cats, birds or fish may be kept on a Lot; provided, however, that no animal shall be kept, bred or maintained for any commercial purpose or in unreasonable numbers. As used herein, "unreasonable numbers" shall ordinarily include more than two (2) dogs per Lot. Animals shall be primarily indoor pets. Accordingly, no animals shall be permitted outside in excess of two (2) consecutive hours.

- 2.7.2 Each Owner and Occupant shall be responsible for cleaning any excrement or other unclean or unsanitary condition caused by its animal on any Lot, Common Area or remainder of the Master Parcel.
- 2.7.3 Each Owner shall take all measures necessary to prevent their animals from straying on to any other Lot.
- 2.7.4 No doghouses, dog runs, kennels or any structure used to house dogs or any other animal shall be permitted to be kept outside on any Lot.
- 2.7.5 Electric underground pet control fences (invisible fences) shall be restricted to the rear of all Homes and at least fifteen (15) feet from all sidewalks and walkways.
- 2.7.6 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.
- 2.7.7 Excessive barking shall be considered a nuisance. If barking becomes a nuisance, the Association will send a written notice to the Owner. In the event such Owner fails to control the animal and prevent the excessive barking, the Association will send a second written notice to the Owner. In the event such Owner fails to control the animal and prevent the excessive barking after such second notice, the Association will send a third written notice to the Owner, giving the Owner fourteen (14) days to remove the animal from the Lot and the Subdivision. Each of the foregoing notices will be simultaneously sent to the City.

2.8 **Vegetable Gardens.** Vegetable 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 gardens shall not exceed two hundred (200) square feet in size.

2.9 **Accessory Buildings.** No secondary building, trailer, tent, shack, shed, barn, or outbuilding shall be permanently erected, maintained, or installed on any Lot.

2.10 **Propane and Fuels.** No propane gas tanks or other storage drums or tanks (above or below ground), shall be installed unless approved by the Declarant, if it is prior to the Turnover Date, or by the Board, which approval may be withheld in the 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 or propane gas grills.

2.11 **Parking and Roadways.** Owners and Occupants shall not park their vehicles on public streets except for temporary parking needed to address situations such as performed

maintenance on their Lot, accommodation of guests or emergencies. Guests and invitees may park their vehicles for short terms on public streets where permitted but in no event for longer than seven (7) consecutive days. "No Parking" signs may be posted in appropriate areas by Declarant through the Turnover Date, and the Board thereafter, which signs shall be honored by Owners and Occupants.

2.12 Utility Service.

- 2.12.1 No lines, wires or other devices for communication purposes, including telephone, television, data and radio signals, or for transmission of electric 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 Home or other approved Improvements; provided, however, that above ground electrical transformers and electrical equipment may be permitted if properly screened upon approval by the Design Review Committee. Above-ground power lines that border or cross the Subdivision which exist at the time this Declaration is recorded shall not be required to be relocated underground.
- 2.12.2 No radio or television signals or other forms of electromagnetic radiation shall be permitted to originate from any Lot which may interfere with the reception of television or radio signals upon any other Lot.
- 2.12.3 All gas, water, sewer, oil and other pipes for gas or liquid transmission, shall be installed and maintained underground or within or under each Home at such Owner's expense.
- 2.12.4 The Subdivision will be serviced 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.
- 2.12.5 Heating, venting, and air conditioning (HVAC) units, appliances or installations on the exterior of a Home shall be designed in such a manner

that they are not visible from the streets or other Homes and have been approved in writing by the Design Review Committee, which shall have the right to approve or disapprove the size, shape, style, noise level, and provisions for screening of any equipment.

2.12.6 No television, radio or other electrical towers, aerials, antennae, or other device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall be erected, constructed, placed or permitted to remain on any Lot or upon any Improvements thereon, except that this prohibition shall not apply to those antennae specifically covered by 37 C.F.R. Part 1, Subpart 5, Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time. The Declarant, if prior to the Turnover Date, or the Board thereafter, shall be empowered to adopt rules governing the types of antennae that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae. To the extent that the reception of an acceptable signal would not be impaired, an antenna or satellite dish may be installed only if it is located within a Home, or meets each of the following conditions: (i) is not located in the front yard of the Lot; (ii) is not attached to the front or side of the Home; (iii) is not visible from any street (whether by location or screening); and (iv) is integrated with the Home and surrounding landscape.

2.12.7 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.

2.13 **Signs.** No sign, poster, display or other advertising device of any kind shall be displayed on or from any of the Common Areas, except that such signs as may be used by Declarant or its assigns (including Builders), in its sole discretion, in connection with the development and Lot sales of the Subdivision. No sign, poster, display or other advertising device of any kind shall be displayed to the public view on or from any Lot except: (i) a single temporary sign not exceeding six (6) square feet in area advertising the sale of a Home, which sign must be on the Lot where the Home is located, and (ii) number plates for Home addresses not exceeding seventy-two (72) square inches in area. Non-standard signs may be used by Declarant or its assigns (including Builders) to advertise a model Home or other event anywhere on the Property. For sale signs may be posted on the Lots, but rental signs shall not be permitted in the Subdivision. Upon written notification, non-permitted signs must be removed by the respective Owner within forty-eight (48) hours from date of letter or Owner will be assessed a fine for the cost of such removal in accordance with Section 8.6.

2.14 **Trade or Business.** An Owner or Occupant may conduct business activity within a Home so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the Home; (ii) the business activity conforms to all zoning requirements for the Subdivision; (iii) the business activity does not involve or include persons coming on to the Lot who do not reside in the Subdivision; and (iv) the business activity is consistent with the residential character of the Subdivision. Business activity produced by the Declarant and/or its assigns (including Builders) is exempt from the provisions of this Section 2.14. The terms "business" and "trade" as used in this Section 2.14 shall be construed to have their ordinary generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether (i) such activity is engaged in full-time or part-time; (ii) such activity is intended to or does generate a profit; and (iii) a license is required.

2.15 **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.

2.16 **Leasing.** The following are applicable with respect to leasing the Lots and/or the Homes:

2.16.1 The Declarant, if prior to the Turnover Date, or the Board, may limit the number of Homes that may be leased at any given time. If an Owner wishes to lease its Home, it must submit a request in writing to the Declarant, if prior to the Turnover Date, or to the Board. If the Declarant or the Board, as applicable, has chosen to limit the number of Homes that may be leased, then it must approve all leasing requests on a first come, first serve basis. Any requests submitted that exceed the allowable number of leased Homes shall be placed on a waiting list on a first come, first serve basis.

2.16.2 The Owner of a 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 to the extent governed by this Declaration.

2.16.3 Every lease on every Home is subject to the following covenants and restrictions, whether stated in the lease or not:

(a) The lease must be in writing.

(b) The lease must be for entire Home.

(c) The lease must be for a minimum and continuous period of not less than twelve (12) months. Renewals can be for any length.

(d) The use of the Home and Lot by a Tenant is subject to the Declaration.

2.16.4 The Home cannot be used as a motel, hotel, bed and breakfast or otherwise for transient Tenants.

2.16.5 Within ten (10) days of occupancy of a Home 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.

2.16.6 If any Tenant of a Home violates any of the provisions of the Declaration, the Association may bring an action in its own name and/or in 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 the Declaration, the court may institute 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 2.16.6 is not exclusive and is in addition to any other remedy or remedies available at law or in equity. 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.

2.16.7 By becoming a Tenant, each Tenant agrees to be bound by the Declaration, and recognizes and accepts the right and the power of the Association to evict the Tenant for any violation by the Tenant of the Declaration.

2.16.8 The covenants and restrictions on leasing set forth in this Section 2.16 shall not apply to the Declarant, in its capacity as an Owner of unsold Lots, and Declarant shall have the right to lease to a Tenant any unsold Lot or Home without compliance with such covenants and restriction.

2.17 **Exemption of Declarant.** Nothing in this Article 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 pursuant to the provisions of this Declaration), prior to the Turnover Date.

ARTICLE III. ARCHITECTURAL STANDARDS AND REQUIREMENTS

In addition to the standards contained in the Design Review Guidelines and otherwise developed by the Design Review Committee, Declarant has established the following architectural standards and requirements for Improvements within the Subdivision, and all Lots within the Subdivision are subject to these standards. The Declarant, prior to the Turnover Date, or the Board shall confirm compliance to these standards.

3.1 **House Placement and Yard Grading.** Homes and Lots shall conform to existing grade and drainage patterns as set forth on the grading plan for the Subdivision filed with the appropriate governmental authorities. Existing grades at Lot lines shall not be altered without the written consent of the Declarant, or, if after the Turnover Date, by the Board, and the City or appropriate governmental authorities.

3.2 **Building Architecture.** The Homes will have a consistent look and feel within the Subdivision and will conform with the following criteria: (i) all exterior finish materials must be consistently applied to all sides of a Home, (ii) seventy-five percent (75%) of the exterior walls must be comprised of masonry, (iii) there may be no exterior simulated wood or metal product, (iii) the composition of all pitched roofs is to be cedar shake shingles, slate, concrete tile or architectural shingles (240 lbs. or heavier), and all roof pitches must have at least an 8/12 slope, (iv) the exposed portion of a chimney must be constructed solely of masonry, and (v) all colors utilized will be earth tones or subdued in nature. Similar architectural treatments shall be utilized throughout the Subdivision.

3.3 **Home Size.** The minimum square footage for any Home is one thousand six hundred (1,600) square feet. There is no maximum square footage requirement for the Homes. Each Home will be evaluated based on its individual impact on the Lot, the Homes in close proximity and the Subdivision as a whole. The height of any Home shall not exceed thirty-eight feet (38'), measured from the main entry floor level to the highest roof ridge. More stringent restrictions may be imposed on given Lots where it is deemed necessary by the Design Review Committee to protect the aesthetic integrity of the Subdivision. The setbacks for the Homes shall be as follows:

Front yard setback	20 feet minimum
Side yard setback	5 feet minimum on each side
Rear yard setback	25 feet minimum

3.4 **Awnings.** No metal or plastic awnings for windows or doors may be erected or used. Canvas awnings may be used on a Lot, subject to prior written approval of the Design Review Committee.

3.5 **Landscaping.** All landscaping installed on a Lot shall be installed in accordance with the Design Guideline and the following minimum landscaping requirements:

- 3.5.1 The Design Review Committee has the authority to approve or disapprove landscape plans for Homes in the Subdivision. The Design Review Committee will take into account the various relationships between the Home, the Subdivision and adjacent Homes.
- 3.5.2 Sod is to be placed in the front & side yards of each Lot and seed or sod shall be placed in the rear yards. All landscaping must be in compliance with any applicable Laws. 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 the applicable Laws.
- 3.5.3 No trees with a minimum trunk diameter over five (5) inches at four (4) feet above natural grade (collectively, "**Mature Trees**", and, individually, a "**Mature Tree**") shall be removed from any Lot without the prior approval of the Design Review Committee. Without limiting the foregoing, existing Mature Trees located within ten (10) feet of the northern property line of the Golf Course Lots may not be removed unless a Mature Tree is an imminent hazard to person or property, in which case such a Mature Tree may be removed with prior approval of the Design Review Committee. Any Mature Tree removed contrary to this provision shall be replaced at a location and with a tree or trees of comparable caliper and species, as approved by the Design Review Committee. The Board may also levy a fine against any Owner who wrongly removes or permits the removal of one or more Mature Trees from a Lot contrary to the provisions of this Section 3.5.3. The amount of such a fine shall be discretionary with the Board, but in any event shall not exceed the greater of two times the measurable economic gain to the Owner of having the Mature Tree(s) removed or \$1,500.00.
- 3.5.4 All landscaping must be in compliance with any applicable Laws. Declarant's approval of any landscaping plans and specifications shall not be deemed an approval or assurance that such landscaping complies with applicable Laws.

3.6 **Fences and Walls.** No Builder or Owner shall construct any fence or wall on any Lot or on any Common Area, without the prior approval of the Design Review Committee, and all fences or walls constructed on any Lot or Common Area shall be constructed in compliance

with the requirements set forth in the Design Guidelines. All fences on Lots must be made of maintenance-free aluminum.

3.7 **Pools.** No above ground swimming pools of any type shall be constructed on any Lot. In ground pools may not be covered with air inflated covers. The pool location, rigid cover, and design must be approved by the Design Review Committee, which approval may be withheld by the Design Review Committee in its sole discretion. All pools shall be fenced in with fencing compliant with Section 3.6.

3.8 **Mailboxes.** For the purpose of uniformity, all Lots in the Subdivision shall use the same style and color of mailbox, approved by the Design Review Committee. 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 the Design Review Committee.

3.9 **Lighting.** Wall pack lights, if used, shall be appropriately shielded. Any lighting used to illuminate yard areas shall be equipped with suitable shielding and designed as to avoid casting direct light on any other Lot in the Subdivision or property adjacent to the Subdivision. Each Owner shall maintain and repair their respective light or lamppost as necessary. Any replacement must be approved by the Design Review Committee. Mercury vapor yard lights in excess of 50 watts are strictly prohibited.

3.10 **Driveways.** All driveways will be concrete, brick or pavers.

3.11 **Recreational and Play Equipment.** Prior to the construction or installation of swing sets, jungle-gyms, playhouses or similar yard equipment located on any Lot an Owner must obtain written approval from the Design Review Committee and all such equipment must be maintained in safe and good condition. Play sets shall be of semi-permanent nature and the structure shall be constructed of wood. Absolutely no metal or plastic structured playground equipment or trampolines will be permitted. No play sets shall be permitted in the front yards or side yards of any Lots and must be located as not to infringe on any rear yard setbacks. Permanent basketball hoops shall not be permitted on a Lot. Portable basketball goals may not be left on or in front of any Lot overnight. For the purpose of this Section 3.11, permanent means that the pole is secured in the ground with a concrete footing or attached to the Home.

3.12 **Zoning.** All Improvements shall be constructed in accordance with and subject to all applicable Laws.

3.13 **Side Elevations.** The Home Streetscape Lots shall incorporate design features on side elevations to avoid large, blank facades visible from public streets. The City shall determine the nature of such design features in keeping with the individual Home layout and architecture of the Subdivision.

3.14 **Golf Course Homes.** In addition to other requirements stated herein, the Homes on Golf Course Lots must contain, at a minimum, a masonry base consisting of stone or brick on the side and rear of such Homes. The rear yard of each Golf Course Lot shall have an irrigation system. The City shall have the right to directly enforce the provisions of this Article III insofar as they relate to Golf Course Lots.

ARTICLE IV. DESIGN REVIEW AND APPROVAL

4.1 Plan Approval Requirement.

- 4.1.1 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 any 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 the Design Review Committee.
- 4.1.2 No Home, structures or other Improvements of any kind shall be erected or placed on any Lot without the Design Review Committee, approving, in writing, a detailed site plan showing the Home, structures, and other Improvements and a separate building plan. All building and site plans are to be reviewed and approved for square footage, outside elevations, materials, colors, building location, paving location and other Improvements of any kind. In reviewing such plans, the Design Review Committee, shall take into consideration: (i) conformity and harmony of the proposed plans with the overall Subdivision, (ii) other structures in the Subdivision, (iii) the effect of the location and use of Improvements on neighboring Lots, (iv) conformity of the plans and specifications to the intent and specific provisions of this Declaration, and (v) the standards as are specified in the Design Review Guidelines.
- 4.1.3 Builders receiving approval of building plans pursuant to this Section 4.1 may build multiple Homes according to said plans, without the need to obtain approval for each such Home to be constructed; however, all site specific changes and any change to materials and/or colors must be individually approved pursuant to this Section 4.1, and, in any case, the site plan must be duly approved as provided above to ensure the site layout is compliant with this Declaration.

4.2 **Builder/General Contractor.** Each Builder within the Subdivision shall be selected by the Declarant or its assigns.

4.3 **Review Fee.** The Declarant or the Board, as applicable, may charge and collect review fees whenever plans are submitted for review. The review fees, as established by the Declarant or the Board in their sole discretion, may be amended from time to time.

4.4 **Failure to Approve.** Prior to commencing any construction, Owners shall obtain written approval from the Design Review Committee, in accordance with Article IV. In addition, with respect to Homes and other Improvements constructed on the Golf Course Lots, approval must be obtained from the City. In the event the Declarant, the Board, or the Design Review Committee fails to approve any plans and specifications within thirty (30) days after their submission in complete form, said plans and specifications shall be deemed to have been disapproved and rejected.

4.5 **Complete Authority/Architectural Standards.** The Design Review Committee has total, complete, absolute, and final discretion and authority to approve or disapprove all plans as submitted, subject to the rights of the City with respect to Golf Course Lots. In addition to the architectural standards and requirements set forth in Article IV, the Declarant and Board have established additional architectural standards and requirements as detailed in the Design Review Guidelines which provides further plan development guidance to the Owners and Builders. No Improvements may be made which are in any manner inconsistent with, or in violation of, the architectural standards and requirements stated herein and in the Design Review Guidelines without the written approval of the Design Review Committee and, with respect to the Golf Course Lots, the City. The Declarant and the Board, with prior approval of the City, shall have the right to amend or supplement the architectural standards and requirements contained in the Design Review Guidelines at any time, but any such amendments or supplements shall not apply to existing Improvements or approved plans.

4.6 **Construction Period.** Completion of construction of each Home on a Lot shall be within twelve (12) months after the commencement of construction, provided such period may be extended by any causes beyond the 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 governmental authority. When each Home 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, seeding and/or sod and landscaping of the Lot, weather permitting.

4.7 **Liability.** Neither the Declarant, the Association, the Board, the Design Review Committee, the City, nor any member or employee 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 in 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 the Design Review Committee agrees by said submission that he or it will not bring any action or suit against the Association, the Board, Declarant, the Design Review Committee, the City, or any member or employee thereof, or any of their respective heirs, personal representatives, successors or assigns to recover any damages relating to plan approval or the procedures stated in this Declaration.

4.8 **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 designed Home. Such approvals and standards shall in no event be construed in representing or guaranteeing that any Home will be built in a good and workmanlike manner.

4.9 **Approval Subject to Governmental Regulations.** Approval of any plans shall not be interpreted or construed as an acceptance of plans that violate any applicable Laws. The terms and conditions of this Article IV are deemed subordinate to any and all applicable Laws.

4.10 **Enforcement of Violation.** Any construction or Improvements which were not approved by the Design Review Committee, and, with respect to the Golf Course Lots, the City and any failure to comply with the plans and specifications as submitted and approved by the Design Review Committee, shall be the subject of a written notice from the Declarant or the Board or the City directing the Owner and/or Builder to remove all such violating work at once. Removal shall commence within fifteen (15) days of notice to the Owner and/or Builder and shall diligently progress until completion which must occur no later than thirty (30) days from the notice date. Such removal shall be at the expense of the Owner and/or Builder on whose Lot the construction and improvement is situated. In the event removal is not instituted and completed according to the terms and conditions set forth herein, the Declarant, the Association, and, with respect to the Golf Course Lots, the City, their delegates or assigns may enter upon the Lot involved to effect the removal, with the cost thereof assessed against the Owner of such Lot as an Individual Lot Assessment.

4.11 **Variances.** In order to avoid unnecessary hardship and/or to overcome practical difficulties in the application of certain provisions of this Declaration, the Declarant, or, if after the Turnover Date, the Board shall have the authority to grant reasonable variances from the provisions of Article III and this Article IV. No variance shall materially injure or materially adversely affect any other Lot. No variance granted pursuant to the authority of this Section 4.11 shall constitute a waiver of any provision of this Declaration as applied to any other party or other Lot, and no variance may be granted to permit anything that is prohibited by applicable Laws. All provisions of this Declaration not affected by the grant of a variance shall continue to apply with full force and effect to the Lot for which the variance is granted and to the balance of the Subdivision. In addition to the foregoing, no variance shall be granted to Golf Course Lots without prior written approval of the City.

ARTICLE V. COMMON AREAS, EASEMENTS AND LICENSES

5.1 **Subdivision Common Areas.** The rights and obligations of the Owners with respect to the Master Common Areas are governed by the Master Declaration. The Declarant may hereafter choose, but is not obligated, to designate areas within the Subdivision which are not Master Common Areas to be common areas solely serving, and exclusive to the Subdivision (the "Subdivision Common Areas"). The Subdivision Common Areas may include boulevards and median areas of roadways within the Subdivision, streetscape improvements installed by the Declarant, such as lighting and landscaping, other landscaping areas which enhance the Subdivision, signs and any other Improvements installed by the Declarant or the Association for the common benefit of the Subdivision and designated by the Declarant or the Association as "Subdivision Common Areas". Presently, the Declarant has not established any Subdivision Common Areas and may or may not choose to do so, recognizing that the Master Common Areas may be sufficient for the purposes of the Subdivision.

5.2 **Easement Over Subdivision Common Areas.** Each Owner shall have an easement (in common with all other Owners) of enjoyment in, over, and upon the Subdivision Common Areas. These rights shall be appurtenant to, and shall pass with, the title to each Lot, subject to the terms and limitations set forth this Declaration, and in the Rules and Regulations. An Owner may delegate his/her rights of access and enjoyment to family members, Occupants, guests and invitees. All such easements are limited by such restrictions as may apply to the Subdivision Common Areas affected thereby, and no person shall have the right by virtue of such easements to engage in activities on the Subdivision Common Areas which are not permitted according to this Declaration, the Rules and Regulations, the provisions of the Subdivision Plat, agreements with any governmental entities or other third parties or by Law. Neither the Declarant nor the Association assumes any liability for any person who chooses to utilize any Subdivision Common Areas or any amenity. Any person who chooses to utilize the Subdivision Common Areas or any amenity shall do so at their own risk.

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

5.4 **Dedication Rights.** The Declarant and/or the Association hereby specifically reserve the right to "Dedicate to the Use of the Public" any part of or all of the streets, detention areas and easements, in part or in full.

5.5 **Sidewalks.** Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the sidewalks located within the Subdivision, which rights shall be appurtenant to, and shall pass with, the title to property, subject to the terms and limitations set forth in this Declaration, and in the Rules and Regulations. An Owner may delegate his/her rights of access and enjoyment to family members, Occupants, guests and

invitees. No person shall have the right by virtue of such easements to engage in activities on the walkways or sidewalks which are not permitted according to this Declaration, the Rules and Regulations, the Subdivision Plat, applicable Laws or under agreements with any governmental entities or other third parties.

5.6 **Reservation of Easements.** The Declarant shall have and hereby reserves easements in favor of itself, the Association, 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 five foot (5') 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, and landscaping; (ii) removing any obstructions including landscaping from such areas; and (iii) such other uses deemed appropriate for or necessary to integrate the Lots.

ARTICLE VI. ASSOCIATION

6.1 **Identification, Formation and Membership.** The name of the Association is: "Woodland Greens at Yankee Trace Homeowners Association, Inc." The Association has been formed as an Ohio non-profit corporation pursuant to the provisions of Chapter 1702 of the Ohio Revised Code. The membership of the Association shall consist of the Owners of Lots and, until the Turnover Date, the Declarant.

6.2 **Governance.** The Association shall be governed by a Board of Directors, consisting of at least three (3) persons. Prior to the Turnover Date, the members of the Board shall be appointed by the Declarant. After the Turnover Date, the Board shall be selected by a majority vote of the Owners as provided in the Code of Regulations, and all members of the Board must be an Owner. Voting and all other matters regarding the governance and operation of the Association is set forth in more detail in the Code of Regulations.

6.3 **Power; Authority; Duties.** The Association shall have all the rights, powers, and duties established, invested, or imposed by the Association Documents and the laws of the State of Ohio applicable with respect to Ohio not-for-profit corporations. In addition, the Association is hereby delegated the power and authority to enforce the protective covenants, restrictions, easements and other provisions of this Declaration.

6.4 **Specific Powers.** With respect to the ownership, maintenance, management and care of the Subdivision Common Areas, the Association shall have the following specific powers:

- 6.4.1 Acquire title, install improvements thereon, manage, maintain, repair and replace all Subdivision Common Areas, and pay all costs of utilities, operation, maintenance, repairs, replacement, gardening and other necessary services for the Subdivision Common Areas;

- 6.4.2 Procure and maintain appropriate public liability and casualty insurance (if applicable) for the Subdivision Common Areas;
- 6.4.3 Grant easements or licenses where necessary for utilities and other service facilities over, on and across the Subdivision Common Areas and within platted easements across Lots;
- 6.4.4 Levy and collect Assessments from the Owners and enforce payments of such Assessments;
- 6.4.5 Pay all taxes and governmental or quasi-governmental imposed assessments that would be a lien upon the Subdivision Common Areas, and discharge any lien or encumbrance levied against the Subdivision Common Areas;
- 6.4.6 Pay for reconstruction of any portion of the Subdivision Common Areas which are damaged or destroyed;
- 6.4.7 Employ and retain a Manager (as defined in Section 6.5 below) and/or other administrative staff to perform all or any portion of the duties and responsibilities of the Association with respect to maintenance of the Subdivision Common Areas;
- 6.4.8 Make and enforce reasonable Rules and Regulations governing the use of the Subdivision Common Areas, which shall be consistent with this Declaration. The Board shall have the power to impose sanctions on Owners for violations of the Declaration or the Rules and Regulations, including, without limitation, reasonable monetary fines which shall be considered Assessments. In addition, the Board shall have the power to seek relief in any court of competent jurisdiction for violations or to abate unreasonable disturbances. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing the provisions of this Declaration, the Association Documents or the Rules and Regulations against any Owner, Occupant, tenant, guest or invitee of any Owner, the amount shall be due and payable by such Owner and shall be an Assessment against such Owner's Lot;
- 6.4.9 Retain and pay for legal and accounting services necessary and proper, for the efficient operation of the Association; and
- 6.4.10 Perform any and all other acts and things that a nonprofit, mutual benefit corporation organized under the law of the State of Ohio is empowered to do, which may be necessary, convenient or appropriate in connection with the ownership and maintenance of the Subdivision Common Areas and the

carrying out of the Association's duties as set forth in this Declaration. The foregoing provisions shall not be deemed to create an obligation for the Declarant to create any Subdivision Common Areas or an expectation thereof, it being recognized that the Master Common Areas benefit the Subdivision as well as the remainder of the Master Parcel.

6.5 **Delegation of Duties.** The Association may elect to delegate any or all of its duties, powers or functions, to any person, corporation or firm to act as manager ("Manager"). In such event none of the Association, the Board, or the Owners shall be liable for any omission or improper exercise by the Manager of any such duty, power or function so delegated.

6.6 **Books, Records.** Upon reasonable request of any Owner, the Association shall be required to make available for inspection all books, records, and financial statements of the Association. A reasonable fee may be charged to cover the costs of handling, copying and/or delivering such books and records to the Member who requests the same.

6.7 **Indemnification.** The Association shall indemnify every Board member, officer and trustee of the Association against any and all claims, liabilities, expenses, including attorneys' fees, reasonably incurred by or imposed upon any Board member, officer or trustee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which he/she may be a party by reason of being or having been an officer or trustee. The Board members, officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The Board members, officers and trustee of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such Board member, officer and trustee free from and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any Board member, officer or trustee, or former Board member, officer or trustee may be entitled. The Board may obtain professional liability insurance coverage.

ARTICLE VII. MAINTENANCE

7.1 **Maintenance of Master Common Areas.** The Master Association shall maintain the Master Common Areas as provided in the Master Declaration.

7.2 **Maintenance of Subdivision Common Areas.** The Association shall maintain the Subdivision Common Areas in good condition and subject to the authority of the Association as stated in Section 6.4 above.

7.3 Lawn Maintenance and Snow Removal.

7.3.1 The Association shall perform snow removal services for each Lot upon which a Home is completed and occupied when snow depth on driveways exceeds two (2) and one-half (1/2) inches. Such snow removal services shall consist of clearing snow from the private driveway and the private walkway located on a Lot leading to the front door of the Home. The Association shall not be responsible for removing snow from sidewalks or streets.

7.3.2 The Association shall perform lawn maintenance services for each Lot upon which a Home is completed and occupied. Such lawn maintenance services shall consist of mowing as reasonably necessary, applying periodic fertilization, weed control and leaf removal. Maintenance of flower beds, hedges, trees and landscaping shall, except as otherwise stated above, be the obligation of the Owners.

7.4 **Private Drainage.** To the extent not maintained by the Master Association, the Association shall be responsible for maintaining all private storm water drainage facilities and improvements situated within private drainage easements or along rear or side Lot lines.

7.5 **Maintenance by Owner.** Except as otherwise stated in this Declaration or the Master Declaration, each Owner or Occupant shall repair, replace, and maintain in good order and safe and sanitary condition, at his/her expense, his/her Lot, and all portions of, Improvements to, structures on, and equipment and components used in connection with his/her Lot. This maintenance responsibility includes, without limitation, promptly furnishing all necessary materials and performing or causing to be performed at his/her own expense all maintenance, repairs and replacements within such Lot. Each Owner shall be responsible for the maintenance or replacement of all damaged sidewalks and driveways located on or in front of its Lot.

7.6 **Right of Association or City to Repair Lot.** If any Owner fails to maintain his/her Lot in the manner required herein, and if the Board or City determines that any maintenance of that Lot is necessary to ensure public safety, the protection of property or to maintain the standards of the Subdivision, then the Board or City may authorize its employees or agents to enter the Lot at any reasonable time to complete the necessary maintenance. The Owner shall immediately reimburse the Association or the City, as the case may be, for any costs incurred performing its right under this Section 7.6. If payment due the Association hereunder is not made to the Association within ten (10) days of written notice thereof to Owner, the Board may levy an Assessment for all reasonable expenses incurred.

ARTICLE VIII. ASSESSMENTS

8.1 **Assessments.** The expenses incurred by the Association in performing its obligations hereunder shall be assessed to and shared by the Owners as provided in this

Declaration, with such amounts being an encumbrance upon all such Lots. Such expenses may include the payment of taxes and insurance, the cost of labor, equipment, and materials, management and supervision.

8.2 **Operating Fund.** The Board shall establish an operating fund ("**Operating Fund**") for paying costs or expenditures relating to the Association and the performance of its obligations hereunder.

8.3 **Types of Assessments.** Each Owner, by accepting a deed to a Lot, is deemed to covenant and agree to pay to the Association (i) an initial assessment to be contributed to the Operating Fund ("**Closing Assessment**") at the time of the closing of such Lot in the amount of Two Hundred Fifty and 00/100 Dollars (\$250.00) or such greater amount as may from time to time be determined to be necessary by Declarant, (ii) Operations Assessments, and (iii) Special Assessments, as applicable, and (iv) any other Assessments stated in this Declaration. No Owner may gain exemption from liability for any Assessment by waiving or foregoing services or by abandoning his/her Lot.

8.4 **Operations Assessments.** The Board shall estimate annually the costs expected to be incurred by the Association in performing its obligations under this Declaration and other anticipated costs in connection with the maintenance, operation and management of the Association, including all third party management expenses. To such expenses the Declarant may add (a) the amount of any shortfall from prior years in collecting adequate amounts to cover expenses, (b) amounts incurred or owed by the Association relating to Lot Maintenance Expenses, (c) amounts paid to a Manager and other third party costs hereunder, (d) other costs or expenditures the Association expects to incur in performance of its obligations hereunder, and (e) a commercially reasonable contingency amount, not to exceed ten percent (10%) of the total amount otherwise assessed (such total for the year being the "**Annual Operations Assessment Total**").

8.4.1 In apportioning the Annual Operations Assessment Total, the Board shall calculate the total number of Lots for which Assessments have commenced under Section 8.5 below (collectively, the "**Total Lots**") and allocate an equal amount of the Annual Operations Assessment Total to each of the Total Lots.

8.4.2 The amount of the Annual Operations Assessment Total allocated to an Owner may be referred to, individually, as the "**Operation Assessment**" and, collectively, as the "**Operations Assessments**". As of the date hereof, Declarant expects the initial annual Operations Assessment for each of the Lots to be One Thousand Six Hundred Eighty and 00/100 Dollars (\$1,680.00), which, if paid monthly, will be approximately One Hundred Forty and 00/100 Dollars (\$140.00) per month. Each Owner shall pay its Operations Assessments directly to the Association. The

foregoing estimate is not binding, and it is recognized that the Operations Assessment amount will vary from year to year.

8.5 Commencement of Assessments. Assessments against Lots, except the Initial Assessment which shall be paid at the time of Closing on a Lot, shall commence upon the issuance of a certificate of occupancy for the Home thereon. The Basic Assessments shall be due and payable on the first day of each month (unless the Board determines to bill Operations Assessments quarterly, semi-annually or annually). The first Operations Assessment installment for any Owner may be prorated for the balance of the first applicable month. The Board may from time to time determine the manner and schedule of payments. The Board shall make reasonable efforts to establish the amount of the Operations Assessment in accordance with Section 9.4 above on at least an annual basis. The Board shall send each Owner written notice of the Operations Assessment amount for each calendar year. Notwithstanding the foregoing, the Board shall have the right to afford the Owners up to a three percent (3%) discount in the event an Owner pays its Operations Assessment for a calendar year in a single lump sum payment on or before the date the first monthly Operations Assessments payment for the calendar year is due and payable.

8.6 Individual Lot Assessments. The allocation of the annual Operations Assessment total is based on the assumption that the Lot Maintenance Expenses attributable to each Lot will be substantially similar. It is recognized that due to slight variations in Lot sizes, topography, natural occurrences, and other factors outside the control of Owners, there may be some variations in the actual amount of Lot Maintenance Expenses attributable to the various Lots; however, it is expected that the variations will be minor and will largely balance out over time. However, to the extent an Owner voluntarily makes Improvements to its Lot which result in added costs to the Association in performing its obligations under Section 7.3 on any particular Lot, the Association shall have the right to levy an additional Assessment against any such Lot for the amount of added expenses to the Association as determined by the Board in its reasonable discretion (the "**Individual Lot Assessment**"). By way of example only, if a fence is approved and installed on a Lot resulting in additional man-hours to properly mow and trim the lawn around the fence, the Lot with the fence will be charged an additional fee to cover such added expenses, the amount of which will be an Individual Lot Assessment. The Individual Lot Assessment will be paid by the Owner within thirty (30) days of receipt of an invoice therefor from the Association; provided, however, that if such a cost is a recurring cost, the Association may choose to include the Individual Lot Assessment as an additional payment to be made with the Owner's payment of its Operations Assessment pursuant to such schedule as has been established by the Board under Section 8.5 above. To the extent an Owner fails to perform its obligations hereunder and, after proper notice and cure period to the extent required hereunder, the Owner fails to remedy such non-performance, any resulting costs incurred by the Association or Declarant, including costs to remedy such non-performance, shall also be deemed an Individual Lot Assessment against the Lot of such Owner.

8.7 **Special Assessments.** In addition to the Basic Assessment, the Association may levy, in any calendar year, a special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of landscaping or other Improvements to the Subdivision Common Areas, debts incurred by the Association in performing its obligations and unforeseen expenses, which costs have not otherwise been provided for in full as part of the Operations Assessments (collectively, "Special Assessments" and, individually, a "Special Assessment"). Any Special Assessments levied by the Association pursuant to the provisions of this Section 8.7 shall be fixed at a uniform rate based upon the number of Total Lots and allocated in the same manner between Owners as the Operations Assessments. All monies received by the Association as Special Assessments shall be held in trust by the Association to be used solely for the purpose of the Special Assessment. Special Assessments may be billed in advance on a monthly, quarterly or annual basis.

8.8 **Property Exempt from Assessments.** The following property shall be exempt from the foregoing described assessments: (i) all Common Areas, (ii) undeveloped Lots held by the Declarant or its assigns upon which no building has been constructed and no occupancy certificate issued; and (iii) a single Lot, approved by Declarant, used by a Builder as a model Lot for marketing and sales purposes, but only until the Turnover Date.

8.9 **Declarant's Expenses.** Upon the collection of Assessments by the Association from the Owners, the Association shall use such amounts to (i) pay Lot Maintenance Expenses, (ii) pay Subdivision Common Areas Expenses, (iii) pay other expenses duly incurred by the Association, (iv) pay any debts of or to the Association, and (v) fulfill its obligations under this Declaration. To the extent the Declarant incurs expenditures which are the responsibility of the Association, the Association shall be responsible for reimbursing the Declarant, together with interest thereon at the applicable federal rate (also known as the imputed interest rate), and otherwise on terms and conditions reasonably agreed upon by the Association and the Declarant. This provision shall not be deemed to impose any responsibility on the Declarant to perform obligations of, or to loan money to, the Association.

8.10 **Remedies.**

8.10.1 **Interest: Late Charge.** If any Assessment remains unpaid for fifteen (15) days following written notice from the Association to the Owner that all or any part thereof is due and payable, the Board may charge interest at the lesser of the rate of eight percent (8%) per annum or the highest rate permitted by law, and the Board may collect an administrative collection charge in an amount to reasonably be established from time to time by the Board.

8.10.2 **Liability for Unpaid Assessments.** Each Assessment or installment of an Assessment, together with any interest thereon and any costs of collection,

including reasonable attorneys' fees, shall become the personal obligation of the Owner(s) beginning on the date the Assessment or installment thereof becomes due and payable. The Board may authorize the Association to institute an action at law on behalf of the Association against the Owner(s) personally obligated to pay any delinquent Assessment. An Owner's personal obligation for a delinquent Assessment shall also be the personal obligation of his/her successors in title who acquire an interest after any Assessment becomes due and payable and both such Owner and his/her successor in title shall be jointly and severally liable therefore. Except as otherwise provided herein, the transfer of an interest in a Lot shall neither impair the Association's lien against that Lot for any delinquent Assessment nor prohibit the Association from foreclosing that lien.

8.10.3 Liens. All unpaid Assessments, together with any interest and charges thereon or costs of collection, shall constitute a continuing charge in favor of the Association and a lien on the Lot against which the Assessment was levied. If any Assessment remains unpaid for thirty (30) days after written notice to an Owner that it is due, then the Board may authorize any officer or appointed agent of the Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest and costs with the appropriate governmental office containing a description of the Lot which the lien encumbers, the name(s) of the Owner(s) of that Lot, the amount of the unpaid portion of the Assessment, and such other information as may be required by applicable Laws. The certificate may be signed by any officer or authorized agent of the Association. Upon the filing of the certificate, the subject Lot shall be encumbered by a continuing lien in favor of the Association. The Assessment lien shall remain valid for a period of five (5) years from the date such certificate is duly filed, and may thereafter be renewed for like consecutive terms, until and unless the lien is released earlier or satisfied in the manner provided by applicable law for the release and satisfaction of mortgages on real property, or unless the lien is discharged by the final judgment or order of any court having jurisdiction. Notwithstanding the foregoing, the lien for Assessments provided for in this Section 8.10.3 shall be subordinate to the lien of any bona fide first mortgage on a Lot held by an Eligible Holder of a First Mortgage.

8.11 Payments to Master Association. Pursuant to the Master Declaration, each Owner is required to pay certain Assessments to the Master Association (the "**Master Association Assessments**"). The Master Association Assessments are in addition to, and in no way a substitution of, the Assessments hereunder. If agreed upon by the Association and the Master Association, the Owners shall pay their Basic Assessments (as defined in the Master

Declaration) under the Master Declaration to the Association and the Association will forward such Basic Assessment payments to the Master Association on behalf of the Owners. The provisions of this Section 8.11 shall not be interpreted to, in any way, impair the ability of the Master Association to directly collect Master Association Assessments from the Owners or any other right of the Master Association for nonpayment of such Master Association Assessments, including lien rights.

ARTICLE IX. INSURANCE

9.1 **Fire and Extended Coverage Insurance.** The Association shall obtain for the use and benefit of all Owners, and their respective Eligible Holders of First Mortgages, insurance on all Improvements constructed within the Subdivision Common Areas ("**Subdivision Common Areas Improvements**"), if any. The policy of such insurance (the "**Subdivision Common Areas Hazard Insurance Policy**") shall provide coverage against loss or damage by vandalism, malicious mischief, fire, lightning, extended coverage perils and such perils as are from time to time customarily covered with respect to similar projects in construction, geographical location and use, including all perils normally covered by, and are at this time comprehended within the term, "extended coverage." The amount of such insurance shall be not less than one hundred percent (100%) of the replacement value of the Common Areas Improvements, exclusive of the cost of land, excavation and other elements which are not ordinarily insured against loss, without deduction for depreciation. If such policy contains co-insurance provisions, the policy shall contain an agreed amount endorsement. The policy providing such coverage shall provide that: (i) no mortgagee shall have any right to apply the proceeds to the reduction of any mortgage debt; (ii) shall have, if available and commonly required by prudent institutional mortgage investors in the area in which the Subdivision is located, an "Agreed Amount Endorsement", "Inflation Guard Endorsement" and so-called "construction code endorsements"; (iii) shall have a nominal deductible on any single loss in such amount as shall be found reasonable by the Board after carefully considering and comparing the increased premium costs resulting from a low deductible with the lower premium costs but higher per loss risk resulting from a high deductible, together with all pertinent factors; (iv) shall contain either a waiver by the insurer of any increased hazard clause or a provision stating that the coverage will not be affected by the act, omission or neglect of any person, unless such act, omission or neglect is within the knowledge or control of the Association prior to the occurrence of the loss; and (v) shall provide for the release by the insurer of any and all rights of subrogation or assignment, and all causes and rights of recovery, against any Owner or Occupant for any loss occurring to the insured property resulting from any of the perils insured against under the Subdivision Common Areas Hazard Insurance Policy. This Section 9.1 shall only be applicable to the extent there are Subdivision Common Area Improvements.

9.2 **Procedure for Reconstruction or Repair.** Immediately after a casualty causing damage to Subdivision Common Areas Improvements, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that before

the casualty. Such cost may include professional fees and premiums for such bonds as the Board deems necessary.

9.3 **Insufficient Liability Insurance.** If the proceeds of any liability policy are insufficient, any deficit shall be charged to all Owners as a Special Assessment.

9.4 **Construction Funds.** The insurance proceeds and the sums received by the Association from the collection of Special Assessments against Owners on account of any casualty shall be considered a special construction fund to be disbursed by the Association to the payment of the cost of reconstruction and repair of the Subdivision Common Areas Improvements from time to time as the work progresses. The first monies disbursed in payment of such costs of reconstruction and repair shall be from insurance funds.

9.5 **Liability Insurance.** To the extent there are Subdivision Common Areas, the Association, shall insure itself, all members of the Board, all Owners, employees, invitees, agents, Tenants and all persons lawfully in the possession or control of any part of the Subdivision Common Areas, against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from destruction of property occurring upon, in or about, the Subdivision Common Areas. Unless lower limits are otherwise approved by the Board, this liability insurance shall afford protection to a limit of not less than Three Million and 00/100 Dollars (\$3,000,000.00) for bodily injury, disease, illness or death suffered by any one person, and to a limit of not less than Three Million and 00/100 Dollars (\$3,000,000.00) for any one occurrence, and to the limit of not less than One Million and 00/100 Dollars (\$1,000,000.00) for damage to or destruction of property arising out of any one occurrence. Such policy shall not insure against liability for personal injury or property damage arising out of or relating occurrences on property that is not a part of the Subdivision Common Areas. An Owner shall be responsible for obtaining and paying all premiums for any liability or other forms of insurance it deems necessary in connection with the use of such Owner's Lot.

9.6 **Other Insurance.** The Association shall also obtain such additional insurance, as the Board considers necessary or desirable.

9.7 **Notice of Cancellation or Substantial Change.** Any insurance coverage obtained by the Association shall contain a provision requiring the insurer to notify the Association, and any mortgagee named in the mortgage clause if applicable, in writing of the cancellation or a substantial change of coverage at least thirty (30) days' prior to cancellation or substantial change of coverage.

9.8 **Annual Review.** The insurance coverage required under this Article IX shall be reviewed at least annually by the Board, and is subject to modification as determined by the Association from time to time. If any of the insurance coverage required under this Article IX becomes unavailable or impractical to obtain, the Association shall obtain coverage that most closely approximates the required coverage with the deductible provisions described above.

ARTICLE X. MISCELLANEOUS

10.1 **Remedies for Breach.** If any Owner violates any of the provisions of this Declaration, the Declarant, if it is prior to the Turnover Date, and the Association may avail itself of any remedy available at law or in equity. The remedy provided by this Section 10.1 is not exclusive and is in addition to any other remedy or remedies that the Declaration and the Association may have. The Declaration and the Association may recover all of its costs, including court costs and reasonable attorney's fees. The Declaration and the Association will give 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.

10.2 **Development Phases.** The Subdivision shall be developed in phases. Prior to the Turnover Date, the Declarant shall reserve the right to amend, change or abandon its phasing plan at any time. Subsequent phases shall meet the objectives of all regulations and requirements of the Subdivision and this Declaration.

10.3 **Appeal to Board.** In the event of any dispute or complaint by an Owner or by Owners as to the application of any Rules and Regulations promulgated by the Board, this Declaration, or costs and Assessments associated therewith, the party or parties aggrieved shall submit a complaint in writing to the Board specifying the nature of the dispute or complaint. The Board shall set a time, date, and place for a hearing thereon within sixty (60) days after receipt of the complaint, and give written notice to each affected party no less than fifteen (15) days in advance. The Board shall hear such evidence on the dispute as the Board deems proper, and render a written decision on the matter to all of the parties within fifteen (15) days after the hearing.

10.4 **Master Association.** It is recognized that, in addition to this Declaration, the Property is subject to the Master Declaration. In addition to being Members of this Association, the Owners are members of the Master Association.

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

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

right to enforce any violation of such provision. By accepting a deed to a Lot, each Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement of this Declaration or the Rules and Regulations.

10.7 Amendments. Until the Turnover Date, Declarant may, in its absolute discretion, unilaterally amend this Declaration at any time and from time to time, without the consent of any other Owners. Any such amendment may modify the provisions hereof and/or impose covenants, conditions, restrictions and easements upon the Subdivision in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of the Common Areas. An amendment to this Declaration done by Declarant shall not require the joinder or consent of the Association, other Owners, mortgagees or any other person. After the Turnover Date, this Declaration may be amended in accordance with the provisions of the Code of Regulations. Any amendments to this Declaration shall require consent of the City.

10.8 Declarant Rights to Complete Development. Declarant shall have the right to: (a) complete the development, construction, promotion, marketing, sale, resale and leasing of properties; (b) construct or alter Improvements on any property owned by 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 operation of Improvements. Nothing contained in this Declaration shall limit the rights of Declarant or require Declarant or its assignee to obtain approval to: (i) excavate, cut, fill or grade any property owned by Declarant or to construct, alter, remodel, demolish or replace any Subdivision Common Area Improvements or any property owned by Declarant as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or (ii) require Declarant to seek or obtain the approval of the Association for any such activity or Improvement on any Subdivision Common Areas or any property owned by Declarant. Nothing in this Section 10.8 shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration.

10.9 Declarant Rights to Replat. 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. Each Owner whose Lot is not altered by 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.

10.10 Mortgagee Rights.

10.10.1 An Eligible Holder of First Mortgage of any Lot, upon written request to the Association (which request shall state the name and address of such holder or insurer and a description of the Lot) shall be entitled to timely written notice of:

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

Each Eligible Holder of First Mortgage 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.

10.10.2 This Declaration and the easements and restrictions established hereby with respect to each Owner and each Lot, shall be superior and senior to any lien placed upon any Lot, including the lien of any mortgage or deed of trust. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any mortgage or deed of trust made in good faith and for value, but all the easements and restrictions and other provisions, terms and conditions contained in this Declaration shall be binding upon and effective against any Person (including, but not limited to, any mortgagee or beneficiary under a deed of trust) who acquires title to any Lot or any portion thereof by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

10.11 Assignment of Rights. All or any portion of the rights of Declarant herein and elsewhere in this Declaration may be assigned, in whole or in part, by Declarant to one or more successor-in-interest in the Subdivision, by an express written assignment recorded in the Records of Montgomery County Ohio.

10.12 No Reliance. Any Owner shall rely solely on its own review of this Declaration and inspections of its Lot and the Subdivision in determining whether to purchase a Lot. Owners 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 make no representations or warranties as to the truth, accuracy or completeness of any materials, data or information delivered by

Declarant or their 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.

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

10.14 **Joint and Several Obligations**. If any Owner is composed of more than one person, the obligations of said party shall be joint and several.

10.15 **Captions**. The caption of each Article, Section and paragraph of this Declaration is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of this Declaration.

10.16 **Notices**. Notices to an Owner shall be given in writing, by personal delivery, at (i) the Lot if a certificate of occupancy has been issued for the Home on such Lot, (ii) by depositing such notice in the United States Mail first class, postage prepaid, to the address of the Owner of the Lot as shown by the records of the Association, or (iii) as otherwise designated in writing by the Owner.

[Signature Page to follow.]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration as of the date first written above.

DECLARANT:

WOODLAND GREENS AT YANKEE TRACE, LLC,
an Ohio limited liability company

By 
Steven P. Wathen, Manager

STATE OF OHIO, COUNTY OF FRANKLIN, SS:

The foregoing was acknowledged before me this 9 day of March, 2018, by Steven P. Wathen, the Manager of Woodland Greens at Yankee Trace, LLC, an Ohio limited liability company, on behalf of said limited liability company.




Notary Public

EXHIBIT A

Situated in the State of Ohio, County of Montgomery, City of Centerville and being described as follows:

Being Lot One (1) of The Randall Residence of Centerville, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 230, page 76, Recorder's Office, Montgomery County, Ohio.

EXHIBIT B

Record Plan

DECLARATION AND VERIFICATION OF LANDOWNER'S INTEREST

WE, THE UNDERSIGNED, JOHN A. & M. J. JONES, OF THE CITY OF CINCINNATI, OHIO, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND DESCRIBED IN THE ABOVE CAPTIONED MAP, AND THAT WE HAVE THE RIGHT TO CONVEY THE SAME BY THE INSTRUMENT HEREIN SET FORTH.

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE HAVE THE RIGHT TO CONVEY THE SAME BY THE INSTRUMENT HEREIN SET FORTH, AND THAT WE HAVE THE RIGHT TO CONVEY THE SAME BY THE INSTRUMENT HEREIN SET FORTH, AND THAT WE HAVE THE RIGHT TO CONVEY THE SAME BY THE INSTRUMENT HEREIN SET FORTH.

WITNESSED BY ME, JOHN A. JONES, AT THE CITY OF CINCINNATI, OHIO, THIS 15TH DAY OF OCTOBER, 1927.

WITNESSED BY ME, M. J. JONES, AT THE CITY OF CINCINNATI, OHIO, THIS 15TH DAY OF OCTOBER, 1927.

WITNESSED BY ME, JOHN A. JONES, AT THE CITY OF CINCINNATI, OHIO, THIS 15TH DAY OF OCTOBER, 1927.

WITNESSED BY ME, M. J. JONES, AT THE CITY OF CINCINNATI, OHIO, THIS 15TH DAY OF OCTOBER, 1927.

WITNESSED BY ME, JOHN A. JONES, AT THE CITY OF CINCINNATI, OHIO, THIS 15TH DAY OF OCTOBER, 1927.

WITNESSED BY ME, M. J. JONES, AT THE CITY OF CINCINNATI, OHIO, THIS 15TH DAY OF OCTOBER, 1927.



THESE ARE THE ONLY LOTS OF THE CITY OF CINCINNATI, OHIO, WHICH ARE THE SUBJECT OF THE ABOVE CAPTIONED MAP, AND WHICH ARE THE SUBJECT OF THE ABOVE CAPTIONED MAP, AND WHICH ARE THE SUBJECT OF THE ABOVE CAPTIONED MAP.

RECORD PLAN

THE RANDALL RESIDENCE OF CENTERVILLE

BEING A PART OF LOT 18 OF RANDALL TRACT MAP (P.L. 228, P.L. 27) S. 24, T. 1, N. 1, E. 1, CITY OF CENTERVILLE, OHIO, DATED OCTOBER 15, 1927.

PLAT 230

ASSIGNMENTS

ASSIGNED AND APPROVED BY THE CITY OF CENTERVILLE, OHIO, AND PLANNED, CONSTRUCTION

ASSIGNED AND APPROVED BY THE CITY OF CENTERVILLE, OHIO, AND PLANNED, CONSTRUCTION

ASSIGNED AND APPROVED BY THE CITY OF CENTERVILLE, OHIO, AND PLANNED, CONSTRUCTION

ASSIGNED AND APPROVED BY THE CITY OF CENTERVILLE, OHIO, AND PLANNED, CONSTRUCTION



RECEIVED PLAN
-2-
THE RANDALL RESIDENCE OF CENTERVILLE, OHIO
ISSUING A REPORT OF LOT # 67 RANDALL LINE PLAT # 20, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007



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2 / 3

Cheryl Allen
Kali, LLC
Marketing

2. 24, 1.1, 0.5 MILES, CITY OF CINCINNATI, HORTONSMAN, CO., OHIO
OCTOBER 26, 2017

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1. 姓名: _____ 性别: _____ 年龄: _____ 职业: _____ 2. 住址: _____ 联系电话: _____ 电子邮箱: _____ 3. 工作单位: _____ 职务: _____ 入职时间: _____ 4. 身份证号: _____ 银行卡号: _____ 社保账号: _____ 5. 紧急联系人: _____ 联系电话: _____ 居住地址: _____ 6. 其他事项: _____ 7. 本人声明: _____ 8. 签字: _____ 日期: _____ 9. 备注: _____ 10. 其他: _____		1. 姓名: _____ 性别: _____ 年龄: _____ 职业: _____ 2. 住址: _____ 联系电话: _____ 电子邮箱: _____ 3. 工作单位: _____ 职务: _____ 入职时间: _____ 4. 身份证号: _____ 银行卡号: _____ 社保账号: _____ 5. 紧急联系人: _____ 联系电话: _____ 居住地址: _____ 6. 其他事项: _____ 7. 本人声明: _____ 8. 签字: _____ 日期: _____ 9. 备注: _____ 10. 其他: _____
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EXHIBIT C

Property



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EXHIBIT "A"

Description of a 20.5660 Acre Tract (Part of Future Lot #1 of Randall Residence at Yankee Trace Plat)

Situate in Section 34, Town 3, Range 5 M.Rs., City of Centerville, Montgomery County, Ohio, being part of Lot #1 of Rabold Farm Plat as recorded in P.B. 230, Pg. 21 of the plat records of said county as conveyed to Centerville Development Group, LLC by instruments as recorded in I.R. Deed 15-013613, I.R. Deed 15-021349 and I.R. Deed 15-029332 of the deed records of said county and being more particularly bounded and described as follows:

Beginning at an iron pin found (5/8" dia.) at the southwest corner of Reserve Area "A" of The Highlands at Yankee Trace, Section One as recorded in P.B. 207, Pg. 10 of the plat records of said county;

Thence, with the south line of said plat, North 88°41'02" East for 40.05 feet to an iron pin set (5/8"x30"), said pin being the **TRUE POINT OF BEGINNING** of the herein described tract;

Thence, continuing with the south line of said plat, North 88°41'02" East for 1302.72 feet to a pipe found (3/4" dia.), said pipe being on a new division line;

Thence with said new division line for the following fourteen courses:

- 1) South 00°54'46" West for 269.96 feet to an iron pin set (5/8"x30");
- 2) South 56°26'04" West for 160.61 feet to an iron pin set (5/8"x30");
- 3) South 85°05'44" West for 51.17 feet to an iron pin set (5/8"x30");
- 4) South 01°18'58" East for 260.56 feet to an iron pin set (5/8"x30");
- 5) South 71°05'27" West for 95.34 feet to an iron pin set (5/8"x30");
- 6) South 82°54'00" West for 155.91 feet to an iron pin set (5/8"x30");

- 7) Along the arc of a curve to the right, having a radius of 114.00 feet, a delta angle of $26^{\circ}34'51''$, an arc length of 52.89 feet, and a chord which bears North $19^{\circ}51'56''$ West for 52.41 feet to an iron pin set (5/8"x30");
- 8) North $06^{\circ}34'30''$ West for 6.65 feet to an iron pin set (5/8"x30");
- 9) South $83^{\circ}25'30''$ West for 50.00 feet to an iron pin set (5/8"x30");
- 10) South $06^{\circ}34'30''$ East for 31.65 feet to an iron pin set (5/8"x30");
- 11) Along the arc of a curve to the right, having a radius of 75.00 feet, a delta angle of $21^{\circ}35'50''$, an arc length of 28.27 feet, and a chord which bears South $04^{\circ}13'25''$ West for 28.10 feet to an iron pin set (5/8"x30");
- 12) South $72^{\circ}08'37''$ West for 685.90 feet to an iron pin set (5/8"x30");
- 13) North $63^{\circ}08'44''$ West for 196.29 feet to an iron pin set (5/8"x30");
- 14) North $01^{\circ}30'08''$ East for 775.05 feet to the **TRUE POINT OF BEGINNING**, containing 20.5660 acres, more or less, subject to all easements, restrictions, conditions and legal highways of record pertaining to the parent tract(s).

Prior Instrument Reference(s) as of the date this description was prepared: I.R. Deed 15-029332 and I.R. Deed 15-013613 of the Deed Records of Montgomery County, Ohio.

The above description is based on a field survey made in June 15, 2014 under the supervision of Nathan D. Tirey, Ohio Registered Land Surveyor No. 8470. Bearings for this survey were to agree with the centerline of Paragon Road (N01°30'08"E) as recorded in DMF 90-384B10 of the Montgomery County Deed Records.

Thomas Winemiller & Associates, Inc.



Nathan D. Tirey, Sr., Ohio P.S. 8470



EXHIBIT D
Code of Regulations

**CODE OF REGULATIONS OF
WOODLAND GREENS AT YANKEE TRACE
HOMEOWNERS ASSOCIATION, INC.**

ENABLING CLAUSE

This Code of Regulations is adopted simultaneously with the execution of a certain Declaration of Covenants, Restrictions, Easements, and Assessments for Woodland Greens at Yankee Trace. The purpose is to provide for the establishment of an Owners association for the governance of the Planned Development and Common Areas in the manner provided by the Declaration, the Articles of Incorporation, and by this Code of Regulations. All present and future Owners and Occupants, their respective employees and Eligible Holder(s) of First Mortgage(s), or any person who might use the Common Areas in any manner shall be subject to, and benefitted by, 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 terms used as defined terms in this Code of Regulations, but for which no meaning is herein ascribed, shall have the meaning defined in the Declaration.

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

**ARTICLE I.
NAME AND DEFINITIONS**

1.1 Name. The Association shall be an Ohio non-profit corporation, and shall be called "Woodland Greens at Yankee Trace Homeowners Association, Inc."

1.2 Definitions.

(A) "Association" shall mean Woodland Greens at Yankee Trace Homeowners Association, Inc., an Ohio non-profit corporation, its successors, and assigns.

(B) "Board of Directors" or "Board" shall mean the Board of Directors of the Association as it may be comprised from time to time.

(C) "Code of Regulations" shall mean this document and all exhibits, drawings, plats, and other documents incorporated herein, or, if amended, incorporating such documents.

(D) "Common Areas" shall have the definition set forth in the Declaration.

(E) "Common Area Expenses" shall have the definition set forth in the Declaration.

(F) **"Declarant"** shall mean Woodland Greens at Yankee Trace, LLC, an Ohio limited liability company, or any other person(s) or entities acquiring all or any part of Declarant's then remaining interest in the Property prior to the Turnover Date.

(G) **"Declaration"** shall mean that certain Master Declaration of Covenants, Conditions, Restrictions, Easements, and Assessments for Woodland Greens at Yankee Trace.

(H) **"Director"** shall mean a member of the Board of Directors.

(I) **"Lot"** shall have the definition set forth in the Declaration.

(J) **"Owner"** shall have the definition set forth in the Declaration.

(K) **"Planned Development"** shall have the definition set forth in the Declaration.

(L) **"Property"** shall have the definition set forth in the Declaration.

(M) **"Turnover Date"** shall have the definition set forth in the Declaration.

ARTICLE II. MEMBERSHIP

2.1 **Membership.** Every Owner shall be a member of the Association (collectively the **"Members"** and individually a **"Member"**). The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. There shall not be more than one membership for any Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership in the Association.

2.2 **Suspension of Membership.** During any period in which a Member shall be in default in the payment of any Assessment, the voting rights of such Member may be suspended by the Board of Directors (as hereinafter defined) until such Assessment has been paid, pursuant to Article VIII of the Declaration. Such rights of a Member may also be suspended for violation of any rules and regulations established by the Board of Directors governing the use of the Common Areas, and or other portions of the Planned Development, all as more particularly set forth in Article V herein.

2.3 **Voting Rights.** The Association shall have one (1) class of voting membership. Each Owner may exercise one vote per Lot on any question for which the vote of Owners is permitted or required. Thus, a majority vote of the Members shall require the vote of the Members who own a majority of the total number of Lots in the Planned Community.

ARTICLE III. MEETING OF MEMBERS

3.1 **Annual Meetings.** The annual meeting of Members of the Association for the election of Members to the Board of Directors, and for the transaction of such other business as

may properly be brought before such meeting, shall be held at such time and place as may be designated by the Board of Directors. The first annual meeting of Members of the Association shall be held within one year from the date of the filing of the Declaration for record.

3.2 Special Meetings. Special meetings of the Members may be called by the President of the Association, by the Board of Directors, or upon written request of the Members who, in the aggregate, are entitled to vote at least one-half (1/2) of all the votes of such Membership Class.

3.3 Notice of Meetings. Written notice of each special or annual meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) 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.

3.4 Quorum. The presence at the meeting of at least one-third (1/3) of the Members, in person or by proxy, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Code of Regulations. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. A majority vote of the Members shall mean a majority of those present at a meeting, either in person or by proxy.

3.5 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 the Member of its Lot.

ARTICLE IV. BOARD OF DIRECTORS

4.1 Number. The affairs of this Association shall be managed by a Board of three (3) Directors.

4.2 Nomination. Nomination for election to the Board of Directors shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a chairman, who shall be a member of the Board of Directors, and two (2) other Members of the Association. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the Members.

4.3 Election.

(A) Prior to the Turnover Date, the members of the Board of Directors shall be appointed by the Declarant, or the Declarant may elect to act as the Board of Directors, or it may appoint a managing agent to act as the Board of Directors on its behalf. After the Turnover Date, the Board of Directors shall be appointed by a majority vote of the Members.

(B) Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected and cumulative voting shall prevail.

4.4 Organization Meeting. Immediately after each annual meeting of the Members of the Association, the newly elected Board of Directors and those Directors whose terms hold over shall hold an organization meeting for the purpose of electing officers and transacting any other business.

4.5 Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members. In the event of death, resignation, or removal of a Director, the successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of the predecessor.

4.6 Compensation. The Directors shall serve the Association without pay. However, any Director is entitled to reimbursement for the actual out-of-pocket expenses incurred in serving the Association.

4.7 Action Taken Without a Meeting. The Directors shall have the right to take any action on behalf of the Association without calling a meeting, which they would be authorized to do at a meeting, by obtaining the written approval of all of the Directors. Any resolution by the Directors approved in this manner shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V. MEETING OF DIRECTORS

5.1 Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined by the Board.

5.2 Special Meetings. Special meetings of the Board of Directors may be held at any time upon call by the President or by any two Directors. Written notice of the time and place of each such meeting shall be given to each Director by delivery or by mail, at least two (2) days before the meeting, which notice need not specify the purposes of the meeting.

5.3 Quorum. A quorum of the Board of Directors shall consist of a majority of the Directors then in office. At each meeting of the Board of Directors at which a quorum is present, all questions and business shall be determined by a majority vote of those present.

ARTICLE VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

6.1 Powers. The Board of Directors shall have power to:

(A) Promulgate rules and regulations governing the use of the Common Areas, including, but not limited to, the conduct of the Members and their guests, and to provide penalties for failure to comply with said rules and regulations;

(B) Exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of this Code of Regulations, the Articles of Incorporation, or the Declaration;

(C) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(D) Employ a manager, independent contractors, or such employees as they deem necessary and to prescribe their duties; and

(E) In addition to the powers and authority granted to the Board of Directors by this Code of Regulations, the Board of Directors shall have the powers and authority granted by the Declaration, except as such powers and authority conflict with those powers and authority granted by this Code of Regulations.

6.2 Duties. It shall be the duty of the Board of Directors to:

(A) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting, when such statement is requested in writing by one-half (1/2) of the Members who are entitled to vote:

(B) Supervise all officers, agents, and employees of this Association and to see that their duties are properly performed;

(C) As more fully provided herein, and in the Declaration, to:

(i) Fix the amount of all Assessments against each Lot, as provided in Article VII of the Declaration; and

(ii) Send written notice of each Assessment to every Owner subject thereto as provided in Article VII of the Declaration.

(D) Issue, or to cause an appropriate officer or Director to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states that any Assessment has been paid, such certificate shall be conclusive evidence of such payment;

(E) Cause all officers, agents, or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(F) Cause the Common Areas to be maintained.

ARTICLE VII. COMMITTEES AND POWERS

7.1 Committees. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purposes, such as:

(A) A Maintenance Committee which shall advise the Board of Directors on all matters pertaining to the maintenance, repair, or improvements of the Lots and Homes, and shall perform such other functions as the Board in its discretion determines;

(B) A Publicity Committee which shall inform the Members of all activities and functions of the Association, and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interests of the Association; and

(C) A Finance Committee which shall supervise the annual audit of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting, as provided in Article III, Section 3.1. The Treasurer shall be an ex officio member of the Committee.

7.2 Complaints. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director, or officer of the Association as is further concerned with the matter presented.

ARTICLE VIII. OFFICERS AND THEIR DUTIES

8.1 Enumeration of Offices. The officers of this Association shall be a President, a Secretary, a Treasurer, and such other officer positions as the Board may from time to time by resolution create.

8.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

8.3 Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one year unless he or she shall sooner resign, or shall be removed or otherwise disqualified to serve.

8.4 Special Appointments. The Board may elect such other officers, on a temporary or special basis, 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.

8.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of

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

8.6 Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer being replaced.

8.7 Multiple Officer. 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 8.4 of this Article.

8.8 Duties. The duties of the officers are as follows:

(A) President. The President shall preside at all meetings of the Members, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(B) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members, keep the corporate seal of the Association and affix it on all papers requiring said seal, serve notice of meetings of the Board and of the members, keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(C) Treasurer. The Treasurer, or any other Director specified by the Board, 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 of Directors, shall sign all checks and promissory notes of the Association, keep proper books of accounts, cause an annual audit of the Association's books to be made by a public accountant at the completion of each fiscal year, and shall prepare an annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members.

ARTICLE IX. MISCELLANEOUS

9.1 Books and Records. The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

9.2 Amendment.

(A) This Code of Regulations may be amended from time to time at an annual or special meeting of the Association by a majority vote of not less than seventy-five percent (75%) of the Members present, in person or by proxy, at a meeting of the Members at which there is a quorum.

(B) Notwithstanding any other provision of the Code of Regulations, no amendment shall discriminate against any Owner or against any Lot or group of Lots unless the Owners so affected consent; and no amendment shall change any Lot nor the share in the

Common Areas and facilities appurtenant to it, nor increase the Owner's share of the Common Area Expenses, unless the Owner of the Lot concerned and all Eligible Holders of First Mortgages of such Lot shall join in the execution of the amendment.

(C) A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Montgomery County, Ohio Recorder's Office.

9.3 Indemnification of Directors, Officers, and Trustees. The Association shall indemnify every Director, officer, and trustee of the Association against any and all claims, liabilities, expenses, including attorneys' fees, reasonably incurred by or imposed upon any Director, officer, or trustee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which he/she may be a party by reason of being or having been a Director, officer, or trustee. The Directors, officers, and trustees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith, or gross negligence. The Directors, officers, and trustees of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such Directors, officers, or trustees may also be Members of the Association), and the Association shall indemnify and forever hold each such Director, officer, and trustee free from and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any Director, officer, or trustee, or former Director, officer, or trustee, may be entitled. The Board may obtain professional liability insurance coverage.

9.4 Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

(Signature page to follow)

The Declarant executes this Code of Regulations effective as of the 15th day of February, 2018.

WOODLAND GREENS AT YANKEE TRACE, LLC,
an Ohio limited liability company

By: [Signature]

Print Name Steven P. Wather

Title Manager

STATE OF OHIO)
COUNTY OF Franklin) SS:

The foregoing instrument was acknowledged before me on this 15th day of February, 2018, by Steven P. Wather, the Manager of Woodland Greens at Yankee Trace, LLC, an Ohio limited liability company, on behalf of said company.



THOMAS J. ROCCO
ATTORNEY AT LAW
NOTARY PUBLIC
STATE OF OHIO
My Comm. Has No
Expiration Date
Section 147.03 R. C.

[Signature]
Notary Public

My commission expires _____

This instrument prepared by:
David N. Reed, Esq.
Taft, Stettinius & Hollister LLP
40 North Main Street, Suite 1700
Dayton, Ohio 45423

EXHIBIT E
Home Streetscape Lots

