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

FOR

COURTYARDS OF GLENSHIRE

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

Cross Reference: Instrument No. 202209090022120

This instrument was prepared by:

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DECLARATION OF COVENANTS, EASEMENTS, CONDJTIONS, RESTRICTIONS, AND ASSESSMENTS

FOR

COURTYARDS OF GLENSHIRE

THIS DECLARATION OF COVENANTS, EASEMENTS, CONJ).\TIONS, RESTRICTIONS, AND ASSESSMENTS (the **"Declaration")** is made as of the 11r day of May 2023, by EPCON GLENSl flRE, LLC, an Ohio limited liability company **("Declarant").**

A. Declarant is the owner of the real property more fully described in Exhibit A attached to this Declaration and by this reference incorporated herein (the **"Propert"** as defined hereinafter).

B. Declarant desires to develop and is developing the Property into an age restricted residential subdivision intended to be occupied primarily by persons 55 years of age and older to be known as Courtyards of Glenshire (hereinafter the **"Communit")** and desires hereby to and does restrict tlle use and occupancy of the Property for the protection of the Property and the future owners of the Property and to provide for the preservation of the values of and amenities in Courtyards of Glenshire for the benefit of tlle present and future Owners of the subdivision Lots and the Improvements constructed on them.

C. Declarant desires that all of the Property be encumbered with the covenants, easements, conditions, and restrictions set forth herein, includjng, but not limited to, those intended to facilitate the Property to be occupied primarily by persons 55 years of age and older, which covenants, easements, conditions, and restrictions shall run wiili the land and be binding on all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, including the future Owners of any Lot subject to the provisions of this Declaration, the Declarant, the Declarant's successors and assigns, and any utility companies, whether public or private, who are granted rights herein.

D. The Community is intended to provide housing primarily for persons 55 years of age and older in accordance with the Fair Housing Amendments Act of 1988, codified in 42 U.S.C. §3601 et seq., as amended from time to time, and the exemptions therefrom provided in 42 U.S.C. §3607 and the Housing for Older Persons Act of 1995.

E. Declarant deems it desirable for the accomplishment of these objectives to create an association to which is delegated and assigned the non-exclusive right and obligation to administer and enforce the provisions hereof, to own and/or maintain various properties, to have easement rights with respect to certain property, to administer such property, and to collect and

disburse funds necessary to accomplish these objectives. Accordingly, Declarant shall cause to be incorporated The Courtyards of Glenshire Homeowners' Association, Inc. (the **"Association"),** as a nonprofit corporation, under and pursuant to the laws of Ohio, whose Members are and will be all of the Owners of a Lot or Lots in the Community, as the same may be comprised from time to time.

COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS, AND ASSESSMENTS

NOW THEREFORE, in pursuance of a general plan for the protection, benefit and mutual advantages of the property in the Community, Declarant, with respect to the property described on Exhibit *A* of this Declaration, hereby declares that all of the Property (currently being all of the property described on Exhibit A to this Declaration) shall be subject to the provisions of Chapter 5312 of the Ohio Revised Code (the **"Planned Community Act")** and shall be held, soJd, conveyed and occupied subject to the following covenants, easements, conditions and restrictions, all of which are for the purpose of protecting the values and desirability of, and which shall run with the title to, each part of the Community, and be binding on all parties having any right, title or interest therein, and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Declarant, each owner of property in the Community, the Association, and the respective personal representatives, heirs, successors and assigns of each:

GENERAL PROVISIONS

ARTICLE I. APPLICABILITY

This Declaration shall initially apply to the entire Property as described on the attached Exhibit A.

ARTJCLE 11. DEFINITIONS

The following terms used in this Declaration shall have these meanings unless the context requires otherwise:

A. **"Articles"** and **"Articles of Incorporation"** - the Articles of Incorporation, when filed with the Secretary of State of Ohio, incorporating The Courtyards of Glenshire Homeowners' Association, Jnc. (the **"Association")** as a nonprofit corporation under the provisions of Chapter 1702 of the Revised Code of Ohio **("Chapter 1702").**

B. **"Assessments"** - charges levied by the Association on Lots and their Owners, consisting of Operating Assessments, Special Assessments, and lndividual Lot Assessments.

C. **"Assoc.iation"** - an association of all of the Owners of Lots in the Community, at any time, except Owners of Exempt Property with respect to that property. The Association is being incorporated as an Ohio nonprofit corporation named The Courtyards of Glenshire Homeowners· Association,]nc., or similar, and its successors and assigns, which Association is also an "Owners Association" as that term is de.fined in the Planned Community Act.

D. **"Association Governing Documents"** - the Association's Anicles of Incorporation, Code of Regulations, Rules, and all amendments thereto, this Declaration and all amendments and/or supplements thereto, any supplemental declaration and all amendments or supplements thereto, applicable building and zoning laws and ordinances, and any recorded plats of property a part *o[* the Community.

E. **"Board"** and **"Board of Directors"** - the board of directors or other management body of the Association.

F. **"Code of Regulations"** and **"Code"** - the Code of Regulations of the Association (often referred to as **"bylaws")** created under and pursuant to the provisions of Chapter 1702, providing cenain operating rules and procedures for the Association, as the same may be amended from time to time. A true copy of the Code of Regulations is attached to this Declaration as Exhibit B and made a part hereof by this reference.

G. **"Common Elements"** - all real and personal property now or hereafter acquired by the Association, or benefited by easement to it, pursuant to the provisions hereof, or otherwise, for the common use and the enjoyment of the Owners, or for the operation of the Association. The Common Elements may include open spaces, reserve areas, entranceway and community border features, stormwater retention and/or detention areas, bank/cluster mailbox(s), and other property designated by Declarant or the Board (as the Board will be constituted following the Turnover Date) to be Common Elements, and benefiting the Owners and Occupants of those Lots and Improvements in the Community. The Common Elements shall include not only real or personal property owned by the Association but also shall include real or personaJ property for the maintenance of which the Association has responsibility under this Declaration (other than maintenance to be performed on Lots), pursuant to applicable zoning regulations, approved plat(s) of property that is part of the Community, and/or under any agreement entered into by the Declarant or by the Association, the tcnns of which are binding on the Association. Upon conveyance to the Association, the Common Elements will include, but not be limited to, Reserves A, B, C, and D, respectively, as described in Exhibit A and may include additional areas in the future.

H. **"Com moo Expense"** - an expense incurred in owning, maintaining, improving, or operating the Common Elements; in performing maintenance, repair, and replacement obligations of the Association pursuant to the Association Governing Documents, applicable zoning regulations approved plats, recorded easements, or any agreement entered into by the

Declarant or the Board on behalf of the Association; or in operating the Association pursuant to the provisions of the Association Governing Documents and the Planned Community Act.

I. **"Community"** or **"Courtyards of Glenshire"** - all property that at any time has been subjecte.d to the provisions of this Declaration, initially including all of the Property described in Exhibit *A* attached to this Declaration, and will include all property owned by the Association, together with all easements and appurtenances.

J. **"Declarant"** -Epcon Glensbire, LLC and any successor or assignee to which it specifically assigns any of its rights and which assumes its obligations under this Declaration by a written instrument.

K. **"Declaration"** - this ins1rument, by which the Property is hereby submitted to the provisions hereof, as the same may be amended or supplemented from time to time.

L. **"Design Review Committee"** - the Board or a committee appointed by the Board to have the power and authority to establish and enforce architectural standards governing the construction of, and all subsequent modifications, additions, or alterations to, Improvements in the Community and to review, approve or disapprove the same.

M. **"Exempt Property"** - means the portion of the real property comprising the Community (1) now or hereafter dedicated to common public use or owned by the United States, the State of Ohio, any County, Village, City, Township, school board, or similar governmental body, or any instrumentality or agency of any such entity, for so long as any such entity or any such instrumentality or agency shall be the owner thereof, or (2) owned by the Association; provided in either such case, the same is not utili1,ed as a residence.

N. **"Fair Housing Amendments Act"** - means the fair Housing Amendments Act as codified in 42 U.S.C. §3601 et -. __ as amended from time to time.

0. **"Housing for Older Persons Act"** - means the Housing for Older Persons Act of 1995 amending the definition of housing for older persons to include housing intended and operated for occupancy by at least one person 55 years of age or older.

P. **"improvements"** - all man-made or installed alterations to the Property which cause the Property to deviate from its natural condition, including but not limited to single-family homes, dwellings, buildings, outbuildings, sheds, garages and other structures; 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, hot tubs, and spas; sport and *all* other recreational courts, fixtures and facilities, whether permanent or portable, including, but not limited to, basketball hoops and lacrosse and soccer goals; children's recreational equipment or structures, including

playground equipment, swing-sets, playhouses, tree houses and forts; pet houses, runs, and enclosures; changing of colors or materials; exterior ornamentations; exterior lighting; slope and drainage alterations; roads, driveways, uncovered parking areas and other such areas; fences, mailboxes, trellises, walls, retaining walls, exterior stairs, decks, patios and porches and walkways; planted trees, hedges, shrubs and other forms of landscaping; and all other structures or improvements of every type.

Q. **"Individual Lot Assessment"** - an Assessment that the Board may levy upon a Lot and its Owners to reimburse the Association for costs incurred solely on behalf of that Lot, or the Owners thereof, including without limitation, costs associated with making repairs and/or performing maintenance that is the responsibility of the Owner of that Lot; costs of additional insurance premiums reasonably allocable to an Owner because of use ofJmprovements on that Lot; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; administrative charges for violations of the Association Governing Documents, late charges, and interest on delinquent Assessments, and costs of collection of delinquent obligations to the Association, including, but not limited to, attorneys' fees and court costs, and all other charges reasonably determined to be chargeable solely to a Lot and its Owners.

R. **"Lot"** - a separate parcel of real property now or hereafter identified upon a recorded plat of the property in the Community, or any portion thereof, or recorded re-subdivision thereof and any other separate parcel of real property designated as a Lot by Declarant, and which property has been subjected to the provisions of this Declaration, but exe-luding the Common Elements and any pollion of the Property dedicated for public use. Declarant reserves the right to split and/or combine currently platted Lots into new platted Lots ,vithout the consent or approval of Owners of other Lots in the Community, as Declarant may deem such split or combination to be beneficial to the Property from time to time. Any and all references herein to a **"Lot"** shall include any such re-platted Lots. Once a split/combination is completed, the former lots shall cease to be **"Lots"** for any and all purposes hereunder.

S. **"Managing Agent"** - the person or entity retained by the Board to assist in the management of the Association.

T. **"Member"** - any Person or entity meeting the requirement for membership in the Association and is every individual or entity who is a record owner of a fee or undivided fee simple interest in a Lot that has been subjected to the provisions of the Declaration; provided that in the case of a recorded land installment sales contract, the vendee or vendees and not the owner or owners of a fee simple interest, shall be a **"Member".**

U. **"Occupant"** - a person lawfully residing in or occupying a dwelling on a Lot, regardless of whether that Person is an Owner.

V. **"Operating Assessment"** - an Assessment that the Association through its Board may levy from fone to time upon all Lots, other than Exempt Property, and their Owners, pursuant to the terms of the Declaration and the Planned Community Act, to provide funds to pay Common Expenses, that is, funds needed to meet cash requirements of the Association for its operations and reasonable reserves.

\Al. **"Owner"** - the record owner, whether one or more persons or entities, of fee simple title to a Lot, excluding vendors under recorded land installment contracts, but including vendees under recorded land installment contracts, other contract sellers, and the Declarant, but excluding all others having an interest merely as security for performance of an obligation.

X. **"Pcl·soo·•** - a natural individual, trustee, corporation, partnership, limited liability company, or other legal entity capable of holding title to real property.

Y. **"Planned Community Act"** -Chapter 5312 of the Ohio Revised Code.

Z. **"Property"** - all of the real property described in Exhibit A attached to this Declaration and includes real property owned in fee simple by the Association together with all easements and appurtenances.

AA. **"Reserve Fund"** - the fund established pursuant to Article X.

BB. **"Rules"** - the rules and regulations governing (]) use of the Property in the Community and (2) the conduct of Members and their respective families, guests, licensees, and invitees, as may be established by the Board from time to time, together with the architectural standards that may be adopted by the Design Review Committee or the Board from lime to time.

CC. **"Special Assessment"** - an Assessment that the Association through its Board may levy upon all Lots, except Exempt Property, and the Lot Owners to pay for unanticipated operating deficiencies or to pay for capital expenditures not regularly budgeted and not to be paid out of monetary reserves, such as costs for major capital improvement replacements and for major new capital improvements, or any other similar purpose determined appropriate by the Board in furtherance of its functions under the Association Governing Documents.

DD. **"State"** - the State of Ohio, and, unless the context requires othen.„ise, any political subdivision thereof exercising jurisdiction over the Property.

EE. **"Turnover Date"** - the date on which Declarant relinquishes its exclusive right to appoint all members of the Board, which date shall be no later than the date when the Community has been fully developed, a dwelling has been constructed on each Lot, and all

Lots with dwellings constructed thereon have been deeded to bona fide home purchasers unrelated to Declarant or builders approved by Declarant; provided Declarant reserves the right, in Dcclarant's sole and unfettered discretion, to turn over control of the Association, or selected functions thereof, at such earlier time as Declarant determines.

ARTICLE IIT. GOALS

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

A. Compliance with all zoning and similar governmental regulations;

8. Promotion of the health, safety, and welfare of all Owners and residents of the Property a part of the Community;

C. Preservation, beautification, and maintenance of the Property and all Improvements as provided for in the Association Governing Documents;

D. Ownership, administration, preservation, beautification, and maintenance of the Common Elements and all Improvements thereon;

E. Enforcement of architectural controJs and restrictions applicable to the Community;

r. Provide for mandatory membership of Owners in the Co.mmunity, as it may be constituted, from time to time, in the Association, and for the assessment and collection of funds to fulfill its objectives;

G. Creation and operation of a community primarily for persons 55 years of age or older and to comply with the Fair Housing Amendments Act and the exemptions therefrom provided by 42. U.S.C. §3607 and the Housing for Older Persons Act and the regulations thereunder;

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

1. Compliance with the provisions of the Planned Community Act.

DEVELOPMENT & USE RESTRICTIONS

ARTICLE IV. AGE RESTRICTIONS

Pursuant to the applicable zoning for the Property, the dwellings constructed on the Lots arc intended for the housing of residents 55 years of age or older, although younger persons are not restricted from occupying a dwelling along with a resident 55 or older so long as occupancy is in compliance with the terms of this Article JV. The provisions of this Article JV are intended to establish the policies and procedures necessary for the Community to qualify as housing intended for older persons under the Fair Housing Amendments Act and the Housing for Older Persons Act. Dc.clara.nt and the Board of Directors each has the right to amend this Article JV to make this provision consistent with the Fair Housing Amendments /\ct and the Housing for Older Persons Act and to maintain the intent and enforceability of the provisions of this Article IV. In order for the Community to qualify as housing for older persons under the Fair Housing Amendments Act and the Housing for Older Persons Act, at least 80% of the dwellings must be occupied at all times by at least one person age 55 or older. Each Lot within the Community shaJI be subject to the following provisions:

A. Qualifying Occupant. Subject to the specific exceptions set forth in this Declaration, at least one Occupant of 80% of the dwellings in the Community must be 55 years of age or older (the **"Qualifying Occupant").** If a Qualifying Occupant dies, however, the remaining Occupants may continue to occupy the dwelling even though none are 55 years of age or older so long as the continued occupancy does not jeopardi2,e compliance with the requirements of the Fair Housing Amendments Act and the} lousing for Older Persons Act. In addition, a Qualifying Occupant may be temporarily absent from the dwelling as long as (1) the dwelling is not rented to others, (2) the Qualifying Occupant returns to the dwelling periodically, and (3) the Qualifying Occupant remains legally and financially responsible for the upkeep of (he dwelling.

B. Age Verification Procedures. In order to <letenninc whether the age requirements arc being met at all times, each Owner is required to provide to the Association, within IO days of a request by the Association, a statement signed by the Owner certifying that at least one Occupant of the dwelling on that Owner's Lot is 55 years of age or older. In addition, upon request of the Association, each Owner is required to promptly provide reasonable documentary evidence as may be requested by the Association to verify the accuracy of an Owner's certification of occupancy submitted under this Article JV. Should a change occur in the number or identity of persons occupying a dwelling as a result of a transfer, sale, gift, lease, sublease, assignment, death, birth, marriage, separation, divorce, or other event, the Owner of the Lot on which the dwelling is located is required to notify the Association immediately of the event in writing, and to provide to the Association with the names and ages of all Occupants of the dwelling, in addition to other infonnation as the Association may reasonably request.

The Association shall survey the Community at least once every two years to ensure compliance with the provisions of this Article IV.

C. Compliance Required for Lease. Sale. or Transfer of Lot. Nothing in this Article JV is intended to restrict the ownership or transfer of title to any Lot, subject, however, to compliance with the provisions for housing intended for older persons under the Fair Housing Amendments Act and 01e Housing for Older Persons Act. Accordingly, no person may occupy any dwelling on a Lot unless the requirements of this Article IV are met, and no Owner may permit occupancy of any dwelling on the Owner's Lot in violation of this Article IV.

D. Owner Disclosures. In transferring title to a Lot or leasing a dwelling on a Lot, each Owner must: (]) c.lcarly disclose to prospective purchasers, lessees, or other potential Occupants of a dwelling on a Lot lhat the Lots in the Community are intended to qualify as housing for older persons under the Fair Housing Amendments Act and the Housing for Older Persons Act; and (2) include in conspicuous type, in any lease, occupancy agreement, or contract for sale of the Lot, a statement, countersigned by the lessee or purchaser, that the Lot and the dwelling thereon are intended to qualify as housing for older persons under the Fair Housing Amendments Act and the Housing for Older Persons Act, and, in the case of a lease or occupancy agreement, that failure to comply with the provisions constitutes a default under the lease.

E. Rules and Regulations. The Association shall adopt, implement, and enforce Rules, regulations, and procedures to ensure lhat at all times the Community shall qualify for the "Housing for Older Persons" exemption under the Fair Housing Amendments Act and comply with this Article TV, including, without limitation, rules, regulations, and procedures to verify such compliance. The Association shall maintain appropriate records evidencing such compliance on an ongoing basis and shall maintain said records (on a rolling basis) for a minimum period of 10 years. The Association shall periodically distribute such Rules and regulations to the Owners and make copies available to the Owners, their tenants, and mortgagees upon reasonable request.

1<. Enforcement. The Association, through its Board, shall have the power and authority to administer and enforce the provisions of this Article JV in any legal manner available, as it deems appropriate, including, without limitation, conducting a census of the Occupants, requiring copies of birth certificates or other proof of age for each Occupant to be provided to it periodically, and taking action to evict the Occupants of a dwelling on a Lot which does not comply with the requirements and restrictions of this Article IV. **EACH OWNER HEREBY APPOINTS THE ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT OR OTHERWJSE REMOVE THE OCCUPANTS OF A DWELLING ON THAT OWNER'S LOT AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS ARTICLE JV AND**

THE FAIR HOUSING AMENDMENTS ACT AND THE HOUSING FOR OLDER PERSONS ACT. Each Owner shall fully and truthfully respond to any and all requests by the Association for infon11ation regarding the occupancy of dwellings on that Owner's Lot, which in the judgment of tbe Board are reasonably necessary to monitor compliance with the provisions of this Article IV.

G. Compliance. Each Owner shall be responsible for ensuring compliance by the Occupants and tenants of that Owner's Lot with the requirements and restrictions of this Article JV and the Rules of the Association adopted hereunder. **EACH OWNER, BY ACCEPTANCE OF TITLE TO A LOT, AGREES TO INDEMNIFY, DEFEND AND HOLD THE ASSOCJATION HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, AND CAUSES OF ACTION WHICH MAY ARISE FROM THE FAILURE OF THAT O\VNER'S LOT TO SO COMPLY.**

ARTICLE V. USE RESTRICTIONS

The following restric6ons and covenants concerning the use and occupancy of the Property and Improvements thereon shall run with the land and be binding upon the Dcclarant and every Owner and Occupant, their respective heirs, successors, and assigns, as well as their licensees, family members, guests, and invitees:

A. Use of Lots. Except as othern ise permitted herein, each Lot shall be occupied and used exclusively for single-family, residential purposes and purposes customarily incidental thereto. No building on a Lot, nor any portion of any Lot, shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit and uses customarily incidental thereto. Specifically, no building may be used as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care, or treatment facility. No structure of a temporary character, trailer, basement, tent, shack, garage, bam, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently; provided, however, that nothing herein shall prevent the use of trailers or temporary buildings by Declarant or by builders approved by Declarant for sales and construction management and related uses during the construction and sale of homes in the Community. All Improvements are also subject to and shall continue to be subject to the requirements of any governmental entity exercising jurisdiction over such Improvements and the T,ot.

B. Use of Common Elements. Any Common Element may be used only in accordance with the purposes for which it is intended and for any reasonable purposes incidental to the residential use of a Lot and shall be subject to the rules and regulations governing the use as promulgated by the owner or owner(s) of the property and the Association. All uses of the Common Elemenlc; owned by the Association shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of Owners and Occupants and shall comply with the provisions of this Declaration, the laws of the State, the Rules, and the other

Association Governing Documents. The Association, acting through its Board of Directors, shall possess all power and authority vested in it pursuant to the Articles of Incorporation and Code of Regulations of the Association, the Declaration, the other Association Governing Documents, and the Planned Community Act over the Common Elements, including, but not limited to, the right to (I) contract, lease, or assign an interest in the Common Elements owned by the Association or for which the Association bas rights; (2) initiate, defend, negotiate and settle claims arising from casualty, condemnation or other actions with respect to Common Elements owned by the Association or for which the Association has rights; and (3) establish Rules governing conduct upon the Common Elements owned by or within the jurisdiction of the Association and all Improvements located thereon.

C. Hazardous Actions or Materials. Nothing shall be done or kept in or on any Lot or in or on any portion of the Common Elements that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Elements, or that might, or that does unreasonably disturb the quiet occupancy of any Person residing in or otherwise occupying a dwelling on any other Lot. These provisions shall not be construed so as to prohibit the Declarant from construction activities consistent with reasonable residential construction practices.

D. Signs. No signs of any character shall be erected, posted or displayed upon the Property, except: (1) sales, marketing, construction, and leasing related signs installed by the Declarant while constructing residences and marketing the Lots and residences for sale or rent; (2) street and identification signs installed by the Association, a local governmental body having jurisdiction over the streets within the Community or the Declarant; (3) one temporary real estate sign on a l .ot not to exceed six square feet in area advertising that such Lot is for sale or rent; (4) signs on the Common Elements installed by or at the discretion of the Board or the Declarant; (5) subdivision and entry identification signage for the Community; and (6) for a reasonable period of time before, and not to exceed three days after, a public governmental election in which the Lot Owners are permitted to vote, up to three temporary political signs of not more than six square feet each, expressing support for or opposition against an individual candidate or issue which is the subject of the current election may be placed on a Lot by the Owner of that Lot. Political signs containing information or expressing opinions other than simple support for or opposition against a specific candidate or issue may be removed by the Association. No more than one sign for or against any particular candidate or issue may be posted or displayed on any one Lot. No such signs may be posted in or on any portions of the Common Elements owned by the Association except signs authorized and approved by the Board.

E. Animals. Except as hereinafter provided, no animals, reptiles, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or in or upon any part of the Common Elements. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained inside of a dwelling constructed on a

Lot, provided that: (I) the maintaining of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and the right to levy Individual Lot Assessments and administrative and enforcement charges against persons who do not clean up after their pets; and (2) the rjght of an Owner or Occupant to maintain an animal in a dwelling on a Lot shall be subject to termination if the Board, in its full and complete discretion, detennines that maintenance of the animal constitutes a nuisance, creates a detrimental effect on the Community or other Lots or Occupants, or possession of which violates any law, rule, or ordinance promulgated by a governmental or quasi-governmental entity. Any animal defined as "vicious" or "dangerous•· pursuant to the provisions of Ohio Revised Code Chapter 955, as the same may be amended from time to time, and/or is wild, dangerous, or undomesticated is specifically prohibited. Outdoor doghouses, animal cages, and runs arc prohibited without the express prior approval of the Design Review Committee.

F. Nuisances. No noxious or offensive trade shall be permitted on the Property or within any dwelling, building, or other structure located on the Property, nor shall any use be made nor condition allowed to exist on any J,ot which unreasonably disturbs or interferes with the quiet occupancy of any Person occupying a dwelling on any other Lot. These provisions shall not be construed so as to prohibit Declarant or any other builder in the Community from construction activities consistent with reasonable or customary residential construction practices.

G. Business. No industry, business, trade, occupation, or profession of any kind may be conducted, operated, or established on the Property without the prior written approval of the Board. This provision shall not prohibit (I) a "home office", provided such use does not entail any non-resident employees coming to the Lot, generate any traffic or additional parking, or require any signage, and is operated in compliance with all laws including any Rules established by the Board and applicable governmental regulations; (2) an Owner or Occupant from maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business, making professional telephone calls or corresponding in or f"om a residence; or (3) during the construction and initial sales period, the use of Lots, including dwellings and other lmprovements constructed thereon, and Common Elements for construction and sales purposes by Declarant and/or by builders approved by Declarant, including the construction and operation of sales models and/or trailers by Dcclarant and/or by builders as approved by Oeclarant, in its sole discretion, until dwellings have been constructed on all Lots and all Lots with dwellings on them have been conveyed to bona fide residential home purchasers.

H. Storage. Except for the reasonably necessary activities of the Declarant during the development of the Property (including the construction of dwellings or other Improvements by Declarant), no open storage of any kind is permitted. No storage buildings, barns, or sheds of any kind are permitted on any Lot. The limitations contained in this Section shall not apply

to any storage as may be necessary during the constrnction of a dwelling on a Lot by Declarant or builders approved by Dcclarant.

I. Hotel/Transient Uses: Leases. No Lot and no dwelling or Improvement on a Lot may be used for hotel or transient uses, including, without limitation, uses in which an Occupant is provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, or similar services, or leases to roomers or boarders that is, rental to one or more Persons of only a portion of a dwelling on the Lot. All leases shall be in writing and shall be subject to this Declaration, the Rules, and the other Association Governing Documents. Each Lot Owner shall be responsible for including the statement that "The Lots and dwellings within the Community are intended primarily for the housing of persons 55 years of age or older" in conspicuous type in any lease or other occupancy agreement relating to such Lot Owner's Lot, for clearly disclosing such intent to any prospective tenant or other potential Occupant of a dwelling on a Lot and for otherwise complying with the provisions of Article IV.

J. Vehicles.

1. Subject to the rules and restrictions of the Village of Granville, the Board is granted the power and authority and shall be entitled to create and enforce reasonable Rules concerning placement and the parking of any vehicle permitted in or on the Property or in the Community, including, without limiting the generality of the foregoing, on any Lot or Common Element. In addition to the Board's authority to levy Individual Lot Assessments as administrative or enforcement charges for the violation of such Rules, this Declaration or the Association Governing Documents, the Board shall be authori7,ed to cause the removal of any vehicle violating such Rules, this Declaration, and/or the Association Governing Documents including, but not limited to, vehicles parked on the Common Elements and/or the Lots, unless such vehicles are located in permitted, enclosed structures shielded from view.

2. No commercial vehicles, snowmobiles, watercraft, trailers, campers, buses, or mobile homes shall be parked or stored on the Common Elements, including, but not limited to, any Lot (except in an enclosed permitted structure shielded from view) for a total of more than forty-eight (48) hours in any thirty (30) day period, provided, however, that nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of residences on the Lots. Nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of residences or Improvements on the Lots or the development of the Community by Declarant or builders, employees, and contractors approved by Declarant. fn addition, no automobile or other motorized vehicle of any type or description which is not functionally or legally operable on public highways shal I be kept, stored, operated, or maintained on or in front of any Lot or on the Common Elements within the Community for a period longer than seven days, unless the same is

entirely contained and shielded f'om view \Vithin a permitted structure. After such time, the vehicle, trailer, or part shall be deemed to be a nuisance and may be removed by the Association at the Lot Owner's expense, and the Board may levy an Individual Lot Assessment for such violation and for the costs.

For the purpose of this Section, the terms ·'truck" and "prohibited commercial vehicle" shall include all vehicles that have a length of more than twenty-one (21) feet and all vehicles that include any visible exterior storage of tools or materials, provided, however, that up to two ladders may be visible. Dump trucks, tow trucks, flatbed car hauling trucks, panel trucks and vans larger than one-ton capacity, pickup trucks larger than one-ton capacity, and semi-type tractors and trailers shall be considered in every instance to be prohibited trucks and/or prohibited commercial vehicles. For the purpose of this Section, the word "trailer" shall include landscaping trailer, open bed trailer, trailer coach, house trailer, mobile home, automobile trailer, camp car, camper, or any other vehicle, whether or not self-propelled, constructed, or existing in such a manner as would permit use and occupancy thereof, or for storage or the conveyance of personal property, whether resting on wheels, jacks, tires or other foundation.

K. Trash. Except for the reasonably necessary activities of the Deel arant during the development of the Property, no burning or storage of trash of any kind shall be permitted on the Property. All trash shall be deposited in covered, sanitary containers, screened from view, and stored either inside of a permitted structure or within screened areas approved by the Design Review Committee or Board. Any permitted structure or screened area on a Lot must comply with all requirements of any and all governmental entities having jurisdiction over the Lot. The foregoing notwithstanding, trash cans and other waste containers shall be permitted to be placed near the street or designated pick-up area on days when refuse collection occurs or as otherwise permitted by the Rules. No emptied trash containers shall be allowed to remain visible for more than twelve hours following the trash pick-up.

L. Antennae. To the extent such prohibition is pennitted by federal legislation, no radio, satellite dish, television, or other electronic antennae or aerial may be erected or maintained on any Lot or on the exterior of any Improvement without the prior written approval of the Design Review Committee or the Board. Standard TV antennae and other over-the-air reception devices (including satellite dishes) of one meter (39.4 inches) in diameter or less shall be permitled; provided, however, that, unless otherwise prohibited by federal legislation, no exterior antenna, satellite dish, or similar exterior improvement shall be installed upon any Lot without first providing written notice to the Design Review Committee. Jnstallation of standard TV antennae and ovcr-lht:-air reception devices shall comply with any and all rules and guidelines adopted by the Design Review Committee or the Board concerning location and general screening requirements and reasonable color blending requirements in order to minimize visual disturbance; provided, however, that such rules or regulations do not

unreasonably increase the cost of installing, maintaining, or using such devices, or otherwise unreasonably delay an Owner's or Occupant's right to receive acceptable over-the-air signals.

M. Solar Panels: Solar Energy Collection Devices. Solar energy collection devices are specifically prohibited from being installed on any Lot, including on the roof or exterior of any building on any Lot, unless the solar energy collection devices are installed on the portion of the roof not facing a road or street and are an integral and harmonious part of the architecture or design of the building, as determined by the Board in its sole discretion. If permitted, the Board may establish reasonable restrictions concerning the size, place, and manner of placement of the solar energy collection devices. If these limitations on solar energy collection devices are determined to be unlawful, all solar energy collection devices shall be prohibited; provided that solar energy collection devices previously approved AND installed shall not be required to be removed unless required by a court of law.

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

0. Drainage and Grading. No drainage ditches, cuts, swales, impoundments, mounds, knobs, or hills, and no other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage pattern may be destroyed, altered, or modified by or at the direction or with the consent of any Owner without the prior consent of the Design Review Committee or Declarant and, if required, the applicable governmental authorities. No Improvement shall be made in any manner whatsoever that is inconsistent with the master grading plans established by Declarant for the Community, or any part thereof, without the prior written consent of the Design Review Committee or Declarant and, if required, the applicable governmental authorities. The Association and its representatives and any governmental entity having jurisdiction over the Property and its representatives shall have the right to enter upon any l.ot and any portion of the Community and remedy or repair any such destruction, alteration, modification. or improvement without being guilty of trespass and without liability to any owner with respect to the same or the consequences thereof.

P. Tanks. No tanks for the storage of propane gas, fuel oil, or any other combustible substance shall be permitted to *be* located above or beneath the ground of any l.ot except propane tanks designed specifically for use to power a gas barbecue grill or gas fire pit. This Section shall not apply to the Declarant or builders or contractors approved by Declarant during the construction of dwellings or Improvements on Lots or to any I.ot containing a sales trailer of the Declarant or any other builder approved by the Declarant.

Q. Fencing. Except as otherwise provided herein, no fence may be constructed on any Lot except those installed by Declarant or the Association or a fence replacing a fence that

was installed by Declarant or the Association, or a fence enclosing a courtyard/patio area as approved by the Declarant *or* the Design Review Committee. Permitted fences shall comply with the architectural standards established for the Community. The foregoing notwithstanding, fencing may be installed on the Common Elements at the discretion of the Declarant or the Board.

R. Swimming Pools. No above-ground or in-ground swimming pool shall be permitted on any Lot. The foregoing notwithstanding, the Design Review Committee may, in its sole and absolute discretion, allow a hot tub or sauna to be installed on a Lot so long as the hot tub or sauna is designed for no more than eight adults and meets such requirements as the Design Review Committee lawfully re.quires.

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

T. Miscellaneous. The following Improvements shall not be permitted on any Lot: (I) outdoor clotheslines and (2) window air conditioning units.

ARTICLE VI. ARCIDTECTURAL STANDARDS

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

A. Design Review Committee. The Design Review Committee shall be a committee consisting of not less than three persons, except that prior to the Turnover Date, Declarant shalJ have the sole and exclusive right to (I) appoint and remove all members of the Design Review Committee, at will; (2) serve itself, as the Design Review Committee; or (3) delegate to the Association's Managing Agent the responsibility to act as tbe Design Review Committee. After the Turnover Date, the Board shall have the right, in its discretion, to appoint and remove all members to the Design Review Cummitlt:e, lo <lt:legak Lo the Association's Managing Agent (if applicable) the responsibility to act as the Design Review Committee. Alternatively, the Board of Directors may, in its discretion, serve as the Design Review Committee.

The Design Review Committee shall have the exclusive authority to detennine the archjtectural standards which shall govern the construction of Improvements on a Lot. Each Owner covenants and agrees, by acceptance of a deed to a Lot, to comply with, and lo cause that Owner's Lot and any Occupant thereof to comply with the standards adopted by the Design Review Committee and the provisions of the Declaration and the Association Governing Documents. No Improvement shall be placed, erected, or installed on a Lot, no plantings or removal of plants, shrubs, or trees on a Lot shall be permitted, and no construction (which term shall include in its definition staking, clearing, excavation, grading, and other site work) shall be commenced or continued on a Lot until and unless the Owner first obtains the written approval thereof by the Design Review Committee and otherwise complies with any zoning regulations and all provisions of the Association Governing Documents. If the Design Review Committee consists of appointed individuals, the Design Review Committee shall act in accordance with the concurrence of a majority of its members.

B. Modifications. Except as otherwise provided in this Declaration, the Design Review Committee and local governmental authorities having jurisdiction over the Property in the Community shall have jurisdiction over all construction, modifications, additions, or alterations of Improvements on or to the Property, including each Lot and the dwelling and other Improvements constructed on the Lot. No Person, without first obtaining the written consent of the Design Review Committee, shall construct, install, or modify any Improvements on a Lot, alter any surfaces of existing Improvements, change paint colors or roofing materials, construct or modify fencing, install any permanent or portable recreational device or basketball hoop, install any swing-set, playground, or other similar Improvement, change the grade or contour of any Lot, change the material of any driveway, modify the exterior lighting, change the mailbox or address marker, construct or have installed any porch, deck, patio, gazebo, or fence, modify any landscaping, install any sign(s) not otherwise prohibited herein or by applicable law, or otherwise modify or alter any Improvement visible to other Lots or the Common Elements. Owners shall submit plans and specifications showing the nature, kind, shape, color, size, materials, and location oflmprovements and alterations to the Design Review Committee for its approval.

Without limiting the generality of the foregoing, in connection with the Design Review Committee's exclusive authority to reviewv and approve or disapprove proposed Improvements, the Design Review Committee may, among other things, require screening, the use of certain materials and/or colors for a proposed Improvement and designate the location of said Improvement. The Design Review Committee may charge a nominal fee in connection with processing applications submitted pursuant to this Section. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate the interior of that Owner's dwelling. All construction, modifications, additions, or alterations of Improvements on or to the Property must comply with the requirements of the local governmental authority having jurisdiction over the Property. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of this Declaration, the Design Review

Committee shall have the authority to grant reasonable variances from the provisions of the architectural standards established pursuant to this Article VT or by the Design Review Committee, provided that the activity or condition is not prohibited by applicable law, rule, regulation or ordinance; and provided further that, in the judgment of the Design Review Committee, the variance is in the best interest of the Community and is within the spirit of the standards of the Design Review Committee. No variance granted pursuant to this Section shall constitute a waiver of any provision of this Declaration and/or other Association Governing Documents as applied to any other Person or any other part of the Property.

C. Improvements bv Declarant. The foregoing to the contrary notwithstanding, all Improvements, including, but not limited to. dwellings, buildings, and landscaping constructed, installed, or planted by the Declarant, or its agents, or designated assignees, or constructed, installed, or planted by builders approved by Declarant, shall be deemed to comply in all respects with the provisions of this Declaration, any design guidelines, and the requirements of the Design Reviev,[1] Committee and the Board, and shall not require approval or additional approval of the Association, the Board, the Owners or the Design Review Committee; provided that such Improvements comply with the provisions of this Declaration and the required architectural standards for the Community adopted by the Declarant.

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

ARTICLE VII. EASEMENTS AND LICENSES

A. Easement of Access and Enjoyment Over Common Elements. Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Elements (if any) owned by the Association and a right of access to and from that Owner's Lot, which rights shall be appurtenant to, and shall pass with the title to, that Owner's Lot, subject to the terms and limitations set forth in this Declaration and subject to the Rules and other Association Governing Documents. An Owner may delegate that Owner's rights of access and enjoyment to family members, Occupants, guests, and invitees. All such easement<; are limited by such restrictions as may apply to the Common Elements affected thereby. No Person shall have the right by virtue of such casements to engage in activities on

the Common Elements which are not permitted according to the provisions of this Declaration and/or other Association Governing Documents, pursuant to the provisions of any applicable plat(s) of property that is part of the Community, or under agreements with any governmental entities or other third parties.

B. Easement to the Association for Maintenance. A non-exclusive easement is hereby granted to the Association to enter upon, over, or through the Property for the purpose of performing maintenance responsibi lities reserved to the Association in the recorded plats for the Community or in this Declaration or the other Association Governing Documents, as amended from time to time. Without limiting the generality of the foregoing, Declarant hereby specifically reserves to itself and also grants to the Association, along with their successors, assigns, agents, vendors, and contractors, an easement in, over, through, and upon the areas marked by shading, cross-hatching, or which are otherv.lise identified on Exhibit C as a "Path Easement" for the purpose of ingress to and egress from Reserve D identified in Exhibit A attached hereto to perform maintenance to and on Reserve D including, but not limited to, mowing and fertilizing areas on Reserve D, inspecting, maintaining, repairing, and replacing stonnwater facilities on Reserve D, and inspecting, maintaining, repairing, and replacing any other items or improvements on or a part of Reserve D.

C. Right of Entrv for Repair. The Association, through its authorized agents, contractors, and representatives, shall have a right of entry and access to, over, upon, and through all of the Properly subject to this Declaration, including without limitation the Lots, for the purpose of performing the Association's obligations, rights and duties pursuant to the Association Governing Documents with regard to enforcement of the covenants, restrictions, and other provisions of the Declaration and the Association Governing Documents, and for the performance of the maintenance, repair, restoration, and/or servicing of any items, things, or areas for which the Association has responsibility or the right to perfom,. The Association may enter any Lot at any time to perform the Association's obligations under the Association Governing Documents. In addition, the Association may enter a J,ot to remove or correct any violation of any provision of the Association Governing Documents, including but not limited to the provisions of the Declaration and the Rules, but only during reasonable hours and after providing at least seventy-two (72) hours advance notice to the Owner, except in cases of emergency in which case such advance notice shall not be required.

D. Easement of Access over Sidewalks. Every Owner and Occupant, and their respective guests and invitees, shall have a right and non-exclusive perpetual easement in, over, and upon the sidewalks within the Community (but not the service walks connecting the driveway on a Lot to the front porch, stoop, or courtyard/patio area of the dwelling on the Lot) for purposes of providing general pedestrian ingress and egress and pedestrian movement throughout the Community. The easements shall run with the land and be binding on the Owners and their successors and assigns.

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E. Easement for Utilities and Other Purposes. The Board, on behalf of the Association, or the Declarant may convey easements over the Common Elements owned by the Association to any entity for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduits, wires, ducts, cables, stormwater control improvements, and other equipment necessary lo furnish electrical. gas, sewer, water, telephone, cable television, storm water drainage, and other similar utility or security services, whether of public or private nature, to the Community and to any entity for such other purposes as the, Board or Declarant deems appropriate; provided that such equipment or the exercise of such easement rights shall not unreasonably interfere with any Owners' use and enjoyment of that Owner's Lot. The Board or Deel arant may grant such easements over all portions of the Community for the benefit of adjacent properties as the *Board* or Dcclarant deems appropriate, provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon any property in the Community, and further provided that the Board or Declarant may not convey any easement over a Lot without the prior written consent of the Owner of such Lot (which consent shall not be unreasonably withheld, delayed, or conditioned).

F. Easement for Services. A non-exclusive easement is hereby granted to all police, firefighters, ambulance operators, mail can-iers, delivery persons, garbage removal personnel, and all similar persons, and to the local governmental authorities and the Association (but not to the public in general) to enter upon the Common Elements owned by the Association to perfom1 their duties.

G. Tree Preservation Zone. Any areas designated on the recorded plat(s) or re-plat(s) of the Community, in prior deed restrictions, or the like, are intended to preserve existing trees. The Owner of the Lot or Common Elements that includes a Tree Preservation Zone may use the areas located within the Tree Preservation Zone within their property so long as the use docs not require or result in the harm or removal of existing trees or vegetation or otherwise disturb the property from its natural state. The foregoing notwithstanding, the Association may remove dead and diseased vegetation in its sole discretion. All Tree Preservation Zones are. subject to the provisions of the recorded plat or plat(s) for the Community and to the requirements of the appropriate governmental authorities.

H. General. Unless specifically limited herein otherwise, the easements described herein shall run with the land and pass with the title to the benefited and burdened properties, shall be appurtenant to the properties benefited and burdened thereby, shall be enforceable by the owners of the properties benefited thereby, and shall be perpetual. The easements and grants provided herein shall in no way affect any other recorded grant or easement. Failure lo refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to

reserve said rights or easements but the same shall be deemed conveyed or encumbered. as the case may be, along with the Lot.

HOMEOWNERS' ASSOCJA TION

ARTICLE VUI. MEMBERSHIP AND VOTING RIGHTS

A. Mandatory Membership. Every Lot Owner is and shall be a Member of the Association. In the case of a Lot that is the subject of a recorded land installment contract, the vendee or vendees under that land installment contract and not the vendor shall, while holding such interest, be a Member of the Association. There shall only be one membership per Lot. Jn the event the fee simple interest in a Lot, or ownership of the vendee interest in a Lot if applicable, is held by more than one Person, the co-interest holders of such interests while holding such interests collectively shall have only one membership in the Association as tenants-in-common, with respect to that Lot. Such membership is appurtenant to and inseparable from such interests. Status as a Member shall automatically transfer to the transferee of tbat interest at the time the fee simple interest is transferred of record. The foregoing is not intended to include Persons who hold an interest merely as security for the perfonnance of an obligation and the giving of a security interest or mortgage shall not terminate the membership of any Member or Owner, provided further, there shall not be a membership appu1tenant to a Lot dedicated to common public use or owned by any governmental body, instrumentality or agency for so long as such body, instrumentality or agency owns that Lot and so long as it is not utilized as a residence, nor for a Lot, if any, that becomes a Common Element, for so long as it remains a Common Element.

B. Governance. The Association shall be governed by a Board of Directors consisting of three persons. Prior to the Turnover Date, the members of the Board shall be appointed by the Declarant, or the Declarant may elect to act as the Board, or it may appoint a Managing Agent to act as the Board on its behalf. Voting shall be a right separate and distinct from all other membership rights in the Association. All voting rights of all Members of the Association shall inure to and be exercisable hy the Declarant through the Turnover Date. No meetings (annual, special, or other) of the Association's membership shall be required to be held prior to the Turnover Date. The transfer of control on the Turnover Date shall occur at a meeting, conducted in accordance with the Code, which shall occur no later than the date when the Community has been fully developed, and all Lots have been deeded to bona fide purchasers unrelated to Declarant. Voting and all other matters regarding the governance and operation of the Association following the Tumover Date shall be as set forth in the Association Governing Documents.

C. Powers; Authorities: Duties. The Association shall have all the rights, powers, and duties established, invested, or imposed in it pursuant to the Association Governing Documents, the Planned Community Act, and the laws of the State of Ohio applicable with

respect to Ohio non-profit corporations. Among other lhings, the Association, through its Board, shall have the power to acquire, own, and convey real estate, hold easements with respect to and maintain the Common Elements and other real and personal property in accordance with lhe provisions of the Association Governing Documents, enforce and administer the Declaration, Rules, restrictions, and covenants applicable to the Community, sue and be sued, levy and collect Assessments, collect and maintain reserves for replacements or anticipated expenditures, enter into contracts, mortgage and pledge all revenue received and lo be received and/or to assign and pledge all revenues received or to be received by it under any provisions of the Association Governing Documents, including, but not limited to, the proceeds of the Assessments payable hereunder, and take such other actions as it deems appropriate for its purposes. The Association shall not be obligated to spend in any particular time period all the sums collected or received by it in such time period or in any other time period and may carry forward, as surplus or reserves, any balances remaining. Furthermore, the Association shall not be obligated to apply any such surpluses to the reduction of the amount of the Assessment in any year, but may carry forward from year to year and time to time such surplus as the Board, in its absolute discretion, may determine to be desirable for the greater financial security of the Association and the effectuation of its purposes.

ARTICLE IX. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

A. Common Elements. Declarant may, from time to time, at Declarant's option, obligate the Association to maintain property not owned by the Association and may convey to the Association for the use and benefit of the Association and the Members, real or personal property, or any interest therein, as part ol'the Common Elements in the nature ofan easement appurtenant to the Property. The Association shall accept title to any interest in any real or personal property transferred to it by Declarant or required to be owned by the Association pursuant to the provisions of applicable zoning or a plat of property in the Community, including, without limitation, Reserves A, 8, C, and D, respectively, identified and described on the recorded plat set forth on Exhibit A attached hereto. Upon installation, ownership of the private storm sewer serving the Property shall be automatically and without additional action vested in the Association.

The Association, subject to the rights of the Owners set forth in this Declaration and the Association Governing Documents, shall be responsible for the exclusive management and control of the Common Elements ov,med by the Association, if any, and all improvements thereon, and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, in accordance with the terms and conditions of this Declaration. The Dcclarant and Association shall each have the right to gnmt t:a ermmts to third parties over, across, under, and/or through the Common Elements owned by the Association, including but not limited lo easements for the construction, extension, and/or expansion of utilities, and conservation casements, all as the Declarant and/or Association may be legally obligated or voluntarily disposed to granl. Regardless of whether Declarant expressly conveys or assigns entry feature maintenance

responsibilities to the Association, the Association shall have the continuing right to maintain, modify, and/or improve any and all entry features constructed by the Declarant, and for such purpose all relevant easements that may be deemed necessary at any time for the Association's perfonnance of work on or around the entry features are hereby deemed granted to the Association.

B. Personal Property and Real Property for Common Use. Subject to the provisions of the Association Governing Documents and Ohio law (including specifically the Planned Community Act). the Association may acquire, hold, mortgage, and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by Declarant.

C. Cost-Sharing Agreements. The Association shall have the power and authority to contract with any individual, corporation, firm, or other entity or with the State, County, or Village for the exercise of any one or more of the various powers and authority granted to and duties to be performed by the Association pursuant to the provisions of the Association Governing Documents. The Association shall have the right to delegate such powers and authority lo any agent or employee of the Association. The exercise of those delegated powers and authority by such individual, corporation, firm, entity, agent, or employee shall be deemed the exercise of those powers and authority by the Association, except that no independent contractor shall be deemed by virtue of these provisions to be the agent of the Association. There shall be no requirement of any bond or surety for the Association, its agents, employees, or others assuring the exercise of the powers and authority granted hereunder, except as the Board shall, in its sole discretion, deem necessary or desirable for the safeguarding of any funds received by the Association. The Association may enter into agreements with property owners and/or other community, subdivision, and condominium associations and/or master associations pursuant to which the Association agrees (I) to share in the cost of maintaining, repairing, and replacing landscaping, stormv„ater retention facilities, mounding, fencing and any other improvements or services that benefit the Community or the Members; and (2) grant reciprocal rights, licenses, and/or easements to members of each other association to use and enjoy each other's common elements, subject to such rules and regulations, restrictions and fees as the Association may determine from time to time.

D. Rules and Regulations. The Board, on behalf of the Association, may make and enforce reasonable Rules and reguJations governing the use of the Property, which shall be consistent with this Declaration and the provisions of the Association Governing Documents, provided that the Board shall adopt Rules and regulations that demonstrate the intent of the Community to be primarily fur the housing of persons 55 years of age and older. The Board, on behalf of the Association, shall have the power to impose sanctions on Owners for violations by that Owner or the guests or invitees of that Owner or by the Occupants of that Owner's Lot or their guests and invitees of the provisions of this Declaration, the Rules or the other Association Governing Documents, including without limitation: (1) imposing reasonable

monetary administrative and enforcement charges which shall be considered Individual Lot Assessments, (2) suspending the Owner's right to vote as a Member of the Association, and (3) suspending the right of the Owner and lhat Owner's licensees and invitees, including any Occupant of that Owner's Lot, to use the Common Elements owned by the Association except as necessary for ingress and egress to and from that Owner's Lot. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. 1f the Board expends funds for attorneys' fees, costs, or expenses in connection with enforcing the provisions of this Declaration, the Rules, or other Association Governing Document<; against any Owner, or any tenant, guest, or invitee of an Owner, the amount shall be due and payable by such Ovmer and shall be an Individual Lot Assessment against such Owner's Lot.

E. Implied Rights. The Association may exercise any other right or privilege given to it by the laws of the State or any provision of the Association Governing Documents or given to it as an "owners association" by the Planned Community Act, and every other right or privilege reasonably implied from the existence of any right or privilege granted in this Declaration and the other Association Governing Documents or the Planned Community Act, or reasonably necessary to effect any such right or privilege, and unless otherwise expressly reserved to the membership or delegated to a Managing Agent pursuant to Article IX, Section F of this Declaration, the Board shall have the power and authority to act on behalf of the Association.

F. Managing Agent. The Board may retain and employ on behalf of the Association a Managing Agent, which may be the beclarant, and may delegate to the Managing Agent such duties as the Board might otherwise be authorized or obligated to perfonn. The compensation of the Managing Agent shall be a Common Expense. The term of any management agreement shall not exceed three years and shall allow for termination by either party, without cause and without penalty, upon no more than ninety (90) days prior written notice. Part of the Managing Agent's compensation may include any miscellaneous fees payable in the event of transfers or other transactions involving a Lot.

G. Insurance.

1. Fire and Extended (Special Form) Coverage. The Association shall, with respect to insurable property or interests owned by the Association or for which the Association has an obligation to repair, maintain, and replace, obtain and maintain insurance for all buildings, structures, fixtures, equipment, and common personal property, now or at any time hereafter constituting a part of the Common Elements owned or to be maintained by the Association, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against by standard coverage endorsements, with such limits, deductibles, and coverage as is deemed appropriate by the Board. This insurance:

i. shall provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, and that any assessment under such policy made against others may not become a lien on any Lot or other property, and its appurtenant interest, superior to the lien of a first mortgage;

ii. shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a current rating of Class J\-/VJJI, or better, as determined by the then latest edition of Best's Insurance Reports or its successor guide;

'111. shall be ,:vritten in the name of the Association; and

iv. shall provide that the insurance carrier shall notify the Association and all first mortgagees named at least thirty (30) days in advance of the effective date of any cancellation of the policy.

2. Liability Coverage. The Association shall obtain and maintain a Commercial General Liability policy of insurance covering all of the Common Elements owned by or under the control of the Association, and the functions of the Association, insuring the Association, the officers and directors, and its Members, with such limits as the Board may determine, but no less than the greater of (i) the amounts generally required by private institutional mortgage investors for projects similar in construction, location, and use, and (ii) $1,000,000, for each occurrence and $2,000,000 in the aggregate, for bodily injury, including deaths of persons, and property damage. This insurance shall contain a "severability of interest" endorsement, which shall preclude the insurer from denying the claim of any Member because of negligent acts of the Association, the Board, officers of the Association, or other Members, and shall include, without limitation, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements, and other legal liability, including liability under contractual indemnity clauses and liability arising out of lawsuits related to any employment contracts of the Association. Each such policy must provide that it may not be canceled by any party without at least thirty (30) days prior written notice to the Association and eligible holders of first mortgage liens on a Lot or Lots that have provided written notice to the Association stating the name and address of such holder or insurer and a description of the Lot or Lots subject to said mortgage.

3. Directors' and Ofliccrs' Liability Insurance. The Board shall obtain, or cause to be obtained, directors' and officers' liability insurance in an amount of not less than $1,000,000 for each claim and in the aggregate.

4. Fidelity Coverage. The Board shall obtain, or cause to be obtained, and thereafter maintain, at the Association's cost and as a common expense, blanket fidelity, crime, or dishonesty insurance coverage or a fidelity bond for any person who controls or disburses Association funds, including, but not limited to any, Director, officer, employee, agent, volunteer, bookkeeper, management company principal or employee, or other individual who has the authority or access to sign checks, conduct electronic transfers, or otherwise withdraw funds from any Association account or deposit. The fidelity bond or policy shall name the Association as the named insured, be for the sole benefit and the property of the Association, protect the Association against theft. embezzlement, misappropriation, or any other unauthorized taking or loss of Association funds, and be written in an amount sufficient to protect the Association, which is in no event less than the greater of (a) an amount equal to the Association's reserve funds plus an amount equal to no less than the then-current amount of three months' Assessments on all Lots, and (b) the maximum amount that will be in the custody of the Association or its managing agent at any time while the bond or policy is in force. In connection with such coverage, the policy or bond shall include within the definition of "employee", the manager or the managing agent of the Association, or provide for an appropriate endorsement to the bond or policy to cover the manager or managing agent and shall provide for an appropriate endorsement to cover any persons who serve without compensation if the bond or policy would not otherwise cover volunteers. The bond or policy shall provide that it shall not be canceled or substantially modified by the insurance carrier or bond issuer (including cancellation for non-payment of premium) without the carrier or issuer providing at least ten (10) days prior written notice to the Association's president or managing agent, and any insurance trustee, and any sendcer on behalf of any holder, guarantor or insurer of any mortgage on a Lot who requires such rights. Any manager or managing agent who handles funds of the Association may be required to maintain a fidelity bond or policy providing coverage of no less than that required of the Association, which bond or policy names the Association as an additional obligee or oblige.

5. Other. The Association may, in the Board's discretion, obtain and maintain the following insurance: (i) workers' compensation insurance, (ii) additional insurance against such other hazards and casualties as is required by law. (iii) cybcrsecurity insurance and (iv) any other insurance the Board deems necessary.

6. Use of Proceeds. In the event of damage or destruction of any portion of the Common Elements owned or insured by the Association, the Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. Each Member hereby appoints the Association as its attorney-in-fact for such purpose. If such proceeds are insufficient to cover the cost of the repair or replacement, then the Board may levy a Special Assessment pursuant to the provisions hereof to cover the additional costs.

7. Declarant Coverage. The foregoing provisions of this Section G notwithstanding, prior to the Turnover Date, the Declarant may (but shall not be obligated to) elect to cause or allow the Association and its insurable interests in the Association's property, rights, and obligations to be covered by Declarant's existing insurance plan(s), which may or may not meet the monetary limitations described herein, and which may or may not include 'self-insurance' by the Declarant, all as deemed appropriate by the Declarant in the exercise of its sole discretion.

H. Condemnation. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements, or agreements with the condemning authority for the acquisition of all or any portion of the Common Elements owned by the Association, or any portion thereot: or for any other Improvements for which the Association may be entitled to recover. Each Owner hereby irrevocably appoints the Association as its attorney-in-fact for such purpose. The awards or proceeds of any condemnation action shall be payable to the Association to be held in trust for the benefit of the Owners.

I. Books; Records. Upon reasonable request of any Owner or any holder or insurer of a first mortgage on a Lot, the Association shall be required to make reasonably available for inspection by that Owner or holder or insurer of a first mortgage the books, records, and financial statements of the Association, including current copies of the Declaration, Code, Articles of Incorporation, and effective Rules and regulations, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Owners, lenders, and the holders, insurers, and guarantors of first mortgages on Lots, pursuant to reasonable standards established from time to time by the Board by rule, including, without limitation, standards governing the type of documents that are subject to cxamlnation and copying, (he times and locations at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents. In addition, during normal business hours or under other reasonable circumstances, the Association shall make available to prospective purchasers current copies of the Declaration, Bylaws, Articles of Incorporation, effective rules and regulations, and the most recent annual audited financial statement (if such is prepared) subject to reasonable standards established from time to time by the Board.

The foregoing notwithstanding, the Board shall not be required to permit the examination and copying of the Association's books, records, or minutes that (a) date back more than five (5) years from the date of the request to the Association or (b) contain any information pertaining to property-related matters, contain communications with legal counsel or anorney work product pertaining to pt:n<liug litigation or other property-related matters, contain information that pertains to contracts or transactions currently under negotiation, contains information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements, contain information that relates to the enforcement of the Declaration, Code, or Rules of the Association against a Lot

Owner, or contain information the disclosure of which is prohibited by the laws of the State of Ohio or of the United States of America.

ARTICLE X. ASSESSMENTS

A. Operating Fund. The Board shall establish an operating fund for financing the operation of the Association, for paying necessary costs and expenses of operating the Association, and for repairing and maintaining the Common Elements and any other items for which the Association is responsible for maintaining, repairing, or replacing. The Board may establish a Reserve Fund to which a portion of the Operating Assessments shall be credited to cover the costs of future capital expenditures and/or other non-recurring items not intended to be funded from the operating fund.

B. Types of Assessments. Subject to the provisions of this Declaration, each Lot and its Owner or Owners is and shall be subject to the following Assessments and the Owner or Owners of each Lot, by accepting a deed to a Lot (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association the following Assessments: (1) Operating Assessments; (2) Special Assessments; and (3) Individual Lot Assessments all of which are to be established and collected as hereinafter provided. No Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Elements or by abandoning that Owner's Lot, nor shall any such liability be subject to any set-off or reduction for any reason.

C. Operating Assessments.

1. For the purposes of providing funds to pay:

i. the cost of owning, maintaining, repairing, improving, replacing, and operating the Common Elements;

ii. the cost in performing maintenance, repair, and replacement obligations of the Association pursuant to the Association Governing Documents, applicable zoning regulations, approved plats, recorded easements, or any agreement entered into by the Declarant or the Board on behalf of the Association, including, but not limited to, those services to be provided by the Association pursuant to the provisions of Article XI of the Declaration;

iii. the costs for insurance and bond premiums to be provided and paid for by the Association;

iv. the cost for utility services, if any, charged to or otherwise properly payable by the Association;

v. the costs for construction of new capital improvements on Common Elements not replacing capital improvements installed by Declarant;

vi. the estimated amount to be collected lo maintain a general operating reserve to assure the availability of funds for normal operations of the Association, in an amount deemed adequate by the Board in its sole and unrettc.rcd discretion;

vii. unless waived annually in writing by Ov,rners exercising not less than a majority of the voting power of the Owners, an amount dee.med adequate by the Board in its sole and unfettered discretion to establish or augment an existing reserve fund in an amount reasonably adequate to repair and replace major capital items in the nonnal course of operations without the necessity of Special Assessments; and

vlll. the costs for the operation, management, and administration of the Association, including, but not limited to, fees for property management, real estate taxes and assessments for the Common Elements owned by the Association (but not individual Owner Lots), fees for legal and accounting services, costs of mailing, postage, supplies, and materials for operating the Association, and the salaries, wages, payroll charges, and other costs to perfonn these services, and any other costs of operations of the Association not otherwise specifically excluded;

the Board shall establish, levy, and collect Operating Assessments against each Lot with a dwelling constructed thereon that has been conveyed to a home purchaser other than Declarant and against the Owners of such Lot, an equal pro rata share of such costs, in accordance with the provisions of this Declaration and the other Association Governing Documents.

2. An equal pro rata share of the Operating Assessments shall be assessed and collected as follows:

1. Initial Period. Commencing on the date a Lot with a dwelling constructed thereon is initially conveyed to a home purchaser other than Declarant, such Lot and its Owner or Owners shall be subject to and obligated to pay to the Association an Operating Assessment for the remainder of the calendar year, a" determined by the Board, in the proportion that the number of full calendar days remaining in the calendar year from the date of the closing of the conveyance of the Lot is to three hundre.d sixty-five (365). The Declarant may have prepaid this amount, and if so, a credit back to the Declarant will be collected at the closing on the Lot.

ii. Subsequent Calendar Year. For each full year following the year in which a Lot with a dwelling constructed thereon is first conveyed to a home purchaser other than Declarant, the Lot and its Owner(s) shall be obligated to pay to the Association the full Operating Assessment for each such year. For each calendar year, the Board shall adopt a budget and establish an equal Operating Assessment amount, to be charged to each such Lot with a dwelling constructed thereon for such year. The Assessment amount shall be determined by dividing equally among all Lots in the Community that have a dwelling constructed thereon and that have been conveyed to a home purchaser other than Declarant, the projected gross expenses anticipated to be incurred by the Association to operate the Association during that calendar year (including the payment of all costs to be incurred in av.ming and/or maintaining all Common Elements, and appropriate reserve funds).

The Declarant may pay, but is not obligated to pay, in the exercise of its sole and absolute discretion, (a) an amount equal to the per Lot Operating Assessment multiplied by the number of Lots owned by Declarant as of the first day of such year; or (b) an amount necessary to fund the actu.al difference between the Association's actual cost of operations for such year, and the amount of Operating Assessments assessed to Lot Ovmers for the year. Jf and to the extent funds provided by the Declarant to the Association are necessary as a result of the failure of Lot Owner(s) to pay all or any portion of duly levied Assessments to the Association, such amounts provided by Declarant may be characterized as non-interest hearing 'advances' or 'loans' by the Declarant to the Association, which the Association shall be obligated to repay to the Declarant upon demand, or which may be credited to the Declarant's payment of deficit(s) in any future year(s).

iii. Due Dates. The Operating Assessments issued to a Lot and its Owners shall be payable in full within ten (10) days of the date on which such Assessment is issued, provided, however, that the Board may determine to allow payment in monthly, quarterly, or semi-annual installments. 1f payable in installments, the Assessment shall include a statement of the dates on which installments are due, and notice of the Assessment shall be given to a Lot Owner not less than ten (] 0) days prior to the date the first installment thereof is due. Unless the Operating Assessment states that it is payable in installments, payment in fu ll within ten (10) days shall be required.

D. Special Assessments. The Board may leVy against all Lots subject to Operating Assessments, and their Owners, Special Assessments to pay for capital expenditures, interest expense on indebtedness incurred for the purpose of making capital expenditures and not to be paid out or reserves, unanticipated operating deficiencies or any other purpose determined

appropriate by the Board in furtherance of its functions under the Association Governing Documents and/or applicable law. Those Special Assessments shall be allocated among Lots and their Owners on the same basis as Operating Assessments are to be allocated, and shall be due and payable on such basis and at such times as the Board directs, provided that no such Special Assessment shall be due and payable on fewer than thirty (30) days writlen notice.

E. Individual Lot Assessments. The Board may levy an Individual Lot Assessment against any Lot and its Owner or Owners to reimburse the Association for costs incurred on behalf of that Lot, or as a consequence of any act or omission by any Owner, OccupanL or invitee thereof, including without limitation, costs associated with making repairs that are the responsibility of the Owner; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other administrative and enforcement charges, including, but not limited to, attorneys' fees incurred by the Association reasonably detem1ined to be an Individual Lot Assessment by the Board. By way of illustration, and not of limitation, the Board may levy an Individual Lot Assessment in the nature of an administrative or enforcement charge reasonably determined by the Board against any Lot and its Owner or Owners when the Lot is in violation of the provisions of the Association Governing Documents or the Owners or Occupants of that Lot or their guests or invitees violate any provision of the Association Governing Documents, or who suffers or permits the Occupants, guests, invitees or tenants of that Owner's Lot to violate the same or any provision of the Association Governing Documents, including the restrictions contained herein and/or in the Rules.

Except in the case of Individual Lot Assessments for utility charges, interest, late charges, returned check charges, court costs, arbitration costs, and/or auomeys' fees, prior to levying an Individual Lot Assessment, the Board shall give the Owner or Owners vlritten notice, which may be in the form of electronic mail to an electronic mail address previously provided by the Lot Owner in writing, of the proposed 1ndividual Lot Assessment that includes:

1. a description of the property damaged or of the violation of the restriction, Rule, or regulation allegedly violated;

2. the amount of the proposed Individual Lot Assessment;

3. a statement that the Owner has a right to a hearing before the Board to contest the proposed Individual I ,ot Assessment by delivering to the Board a written notice requesting a hearing within ten (10) days after the Owner receives written notice of the proposed Individual Lot Assessment; and

4. in the case of a charge for violation of a restriction, Rule, or regulation, a reasonable date by which the Owner must cure the alleged violation to avoid the proposed Individual Lot Assessment.

The notice by the Board given pursuant to the foregoing may be delivered personally to the Lot Owner to „vhom an lndividual Lot Assessment is proposed to be charged, delivered personally to an Occupant of a dwelling on that Owner's Lot, delivered by certified mail, return receipt requested, delivered by regular mail, or delivered in the form of electronic mail to an electronic mail address previously provided by the Lot Owner in writing. In the event after such hearing the Board determines to levy tbe Individual Lot Assessment proposed, the Board shaU deliver to the Owner written notice thereof within thirty days of the date of that hearing.

F. Remedies.

1. Acceleration. Jf any Assessment, installment of an Assessment, or portion thereof, is not paid within ten (I0) days after the same became due, the Board, at its option, ,vithout demand or notice, may call the entire balance of the Assessment due.

2. Late Charge: Interest. If any Assessment or portion of any Assessment remains unpaid for ten (10) days after all or any part thereof became due and payable, the Board, at its option, without demand or notice, may charge a reasonable uniform late fee in an amount determined by the Board and/or interest on the entire unpaid balance of the Assessment from and after that date at the lesser of (i) twelve percent (12%) and (ii) the highest rate pennitted by law. *In* addition, reasonabJe administrative collection charges may also be assessed for any payment remaining unpaid for ten (10) days after it is due, which charge may be payable to the Association, or its Managing Agent, as determined by the Board.

3. Application of Payments. Payments made by an Owner for Assessments shall be applied in the followjng priority: (i) to interest accrued on the delinquent Assessment(s), or installments or portions of installments thereof; (ii) to administrative late fees charged with respect to the delinquency; (iii) to reimburse the Association for enforcement charges and collection costs, including, but not limited to, attorneys' fees and paralegal fees incurred by the Association in connection with the delinquency; and (iv) to the delinquent Assessment, or installment or portion thereof, applying to the oldest principal amounts first.

4. Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest and late fees thereon, and any and all costs of collection, including reasonable attorneys' fees, shall become the joint and several personal obligations of the Owners of the Lot charged the same., beginning on the date the Assessment or installment thereof becomes due and payable. The Board may authorize the Association to institute and prosecute to completion an action at law on behalf of the Association against the Owner or Owners personally obligated to pay any delinquent Assessment, and/or an action to foreclose the Association's lien or liens

against a Lot or Lots for unpaid Assessments owed by that Lot and the Owner or Owners thereof. In any such action, interests and costs of such action, including reasonable attorneys' fees, shall be added to the amounts owed by the O•,vner or Ovmers and the Lot to the extent permitted by Ohio law. 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.

5. Liens. All unpaid Assessments, or portions thereof, together with any interest and charges thereon or costs of collection, including but not limited to attorneys' fees, 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, or portion thereof, remains unpaid for ten (] 0) days after it is due, then the Board may authorize the filing of a certificate of lien with the Licking County Recorder's Office for all or any part of the unpaid balance of that Assessment, together with interest and collection costs, including attorneys' fees. The certificate shall contain a description of the Lot which the lien encumbers, the name of the Owner or Owners of that Lot, and the amount of the unpaid portion of the Assessment. The certificate may be signed by the President of the Association or by its designated representative. 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 years from the date such certificate is duly filed, unless the lien is released earlier or satisfied in the same manner provided by the law of the State of Ohio for the release and satisfaction of mortgages on real property, or until the lien is discharged by the final judgment or order of any court having jurisdiction.

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

7. Cunlt: ted J,ien. Any Owner or Owners who believe that an Assessment chargeable to that Owner or Owner's Lot, and for which a certificate of lien has been filed by the Association has been improperly charged against that Lot, may bring an action in the Licking County Court of Common Pleas for the discharge of that lien and/or for a declaratory judgment that such Assessment was unlawful. The filing of

such action shall not be grounds for an offset or to withhold payment. In any such action, if it is finally determined that all or a portion of the Assessment has been improperly charged to that Lot, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien and a refund of an Assessment or portion thereof determined to be unlawful.

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

9. Vote on Association Matters: Use of Common Elements; Provision of Services. If any Assessment, or portion thereof, remains unpaid for more than thirty (30) days after it becomes due, then the delinquent Owner's voting rights upon Association matters and privile.ges to use the Common Elements owned by or under the control of the Association, except for necessary ingress and egress to and from tbat Owner's Lot, shall be suspended until such Assessment is paid. In addition, the Board shall have the right, but not the obligation, to suspend the provision of services to the l.ot or to continue providing services and charge an Individual Lot Assessment against the Lot for any additional costs incurred by the Association in the provision of such services.

ARTICLE XI. :MAINTENANCE

A. Maintenance of Common Elements by Association. Subject only to budgetary limitations and the right of the Board to exercise reasonable business judgment, the Association shall maintain and keep in good repair the Common Elements and all portions thereof not mainlained by the utility company or the local governmental authorities, including, but not limited to, those Improvements on Reserves A, B, C, and D, respectively, on the recorded plat identified on Exhibit A attached hereto. This maintenance shall include, without limitation, maintenance, repair, and replacement of all Improvements constituting a part of the Common Elements owned by the Association or otherwise maintained by the Association, in good, clean, attractive, and sanitary condition, order, and repair, including, but not limited to any common mailbox bank(s). Further, the Association may, in its discretion and to the extem determined by the Board, choose to maintain property that it does not own, the maintenance of which would, in the opinion of the Board, benefit the Community. The Association shall maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of the improvements required to be maintained by the Association.

B. Lawn Mowing and Snow Removal on Lots. Because of the unique sizes and con.figurations of the Lots, the Association, from and after the time that a Lot with a dwelling

constructed thereon has been conveyed to a bona fide residential home purchaser, will provide lawn mowing and fertilization services for the lawns located on a Lot that are not located within an enclosed or partially enclosed courtyard/patio area on a Lot. In addition, the Association, from and after the time that a Lot with a d\velling constructed thereon has been conveyed to a bona fide residential home purchaser, will provide snow removal services for the driveways and sidewalks located on that Lot (but not the service walk connecting the driveway to the front porch, stoop or courtyard/patio area or located within an enclosed or partially enclosed courtyard/patio area); provided that the Association shall not be responsible for any ice mitigation or removal of ice from any driveway or sidewalk located on any Lot. All such services „viii be provided at such frequency and by such vendors as the Board determines in its sole, absolute, and unfettered discretion, and the cost thereof will be a Common Expense. All other lawn maintenance activities not to be performed by the Association on each Lot, including, but not limited to, watering and irrigation of lawns, shall be the responsibility of the Owners of the Lot, unless the Association, in its discretion, chooses to assume those responsibilities.

The Owner and Occupant of each Lot shall, at all times, comply with the duly adopted Rules and regulations of the Association. Without limiting the generality of the foregoing, the Owner or Occupant of the Lot shall not (i) use in-igation or other lawn or landscape watering system during those days and times Lhat lawn care vendors retained by the Association are perfonning lawn care services on the Lot, (ii) park vehicles in such a manner as LOimpede the ability of vendors retained by the Association to perform snow removal services, or (iii) allow pets to interfere with services provided by vendors retained by the Association. In the event of a violation of the foregoing or any other Rule, the services shall not be provided to that Lot, and the Owner shall remain responsible for paying all Assessments without any right of setoff or reduction in Assessments due to the services not being provided.

C. Landscape Maintenance on Lots. From and after the time that a Lot with a dwelling constructed thereon has been conveyed to a bona fide residential home purchaser, the Association will be responsible for (i) seasonal weeding of the landscape beds located in front of a dwelling on a Lot and not within the enclosed or partially enclosed courtyard/patio area, (ii) maintenance of the trees and shrubs on a Lot that are not located within the enclosed or partially enclosed courtyard/patio area on a Lot including trees, shrubs, and plantings within any Tree Preservation Zone, and (iii) seasonal mulching of the landscape beds located in front of a dwelling on the Lot and that are not located within the enclosed or partially enclosed courtyard/patio area on a Lot. All such services will be provided at such frequency and by such vendors as the Board determines in its sole, absolute, and unfettered discretion, and the cost thereof will be a Common Expense. The Owner shall be responsible for all other maintenance of landscaping and beds on that Owner's Lot, including, but not limited to, the watering and irrigation of the same. 1fan Owner of a Lot desires to change the plantings originally planted by Declarant or the initial builder of the dwelling on the Lot as part of the landscaping, add new

plantings in the front landscape beds, or add additional trees or shrubs, such Lot Owner must secure approval from the Design Review Committee prior to effecting any such change, and the Lot Owner may be required to repair, maintain, and replace the additional trees, shrubs or planting as a condition of approval. The Owner and Occupant of each Lot shall, al all times, comply with the duly adopted Rules and regulations of the Association. Without limiting the generality of the foregoing, the Owner or Occupant of the Lot shall not (i) use irrigation or other lawn or landscape watering system during those days and times that lawn care vendors retained by the Association are perfonning lawn care services on the Lot or (ii) allow pets to interfere with services provided by vendors retained by the Association. In the event of a violation of the foregoing or any other Rule, the sen·ices shall not be provided to that Lot, and the Owner shall remain responsible for paying all Assessments without any right of setoff or reduction in Assessments due to the services not being provided.

D. Maintenance by Owner. Notwithstanding the landscaping and lawn maintenance responsibilities and snow removal services outlined in Sections (B) and (C) of this Article XI, and subject to the other provisions of this Section D, each Owner of a Lot shall repair, replace, and maintain in good order and safe and sanitary condition, at that Owner's expense, that Owner's Lot, and all poltions of, Improvements to, structures on, and, equipment and components used in connection with, that Owner's Lot, except to the extent the maintenance responsibility is otherwise expressly assumed by the Association pursuant to the provisions of this Declaration or by a governmental authority or is expressly the responsibility of another 01Jler. Each Owner shall be responsible for and shall promptly furnish all necessary materials and perform or cause to be perfonned at that Owner's expense all maintenance, repairs, and replacements of Improvements (including, specifically, and without limitation, all buildings, driveways, service walks, fencing, and landscaping) on that Lot that are not to be maintained hy the Association. Each Owner shall maintain those portions of that Owner's Lot that are adjacent to any portion of the Common Elements in accordance with the Rules and the requirements set forth in this Declaration.

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

F. Maintenance of Private Storm water Facilities and 1nfrastructure by Association: Village Right to Maintain. The Courtyards of Glenshire is serviced by a private slorrnwater management system as shown and described on plans on file with the applicable governmental entities. In connection with the stonnwater management system, the Community is subject to

a Post Construction Storm Water Management Plan Best Management Practices Operation and Maintenance Plan for Glenshire Subdivision Village of Granville Licking County, Ohio. Dcclarant hereby assigns all duties and obligations for the private stormwater system to the Association, and the Association shall be responsible for the performance of the same. The Association shall perform all maintenance in accordance with the Post Construction Storm Water Management Plan Best Management Practices Operation and Maintenance Plan and shall complete all repairs identified through regular inspections, and any additional repairs as requested in writing by the Village of Granville. The Association shall inspect all stormwater control practices identified in the Post Construction Storm Water Management Plan Best Management Practices Operation and Maintenance Plan. Inspection reports shall be prepared for the stormwater control practices located on the Property and shall include those items specified in the Post Construction Storm Water Management Plan Best Management Practices Operation and Maintenance Plan. The Association shall retain complete, dated, and signed inspection reports in a maintenance inspection log, along with recorded dates and descriptions of maintenance activities perfonned by the Association to remedy deficiencies observed during prior inspections. The maintenance inspection log shall be made available to the Village upon request. In addition, an annual report summarizing the observations made during the site inspections, including copies of inspection reports and maintenance deeds, shall be submitted to the Village of Granville.

G. Damage to Common Elements by Owner or Occupant. If any portion of the Common Elements is damaged by any Owner or Occupant, that Person's family, guests, or invitees, then the Board may levy an Individual I,ot Assessment against such Owner for the cost of repairing or replacing the damaged propert y. The Association shall be entitled to enter a Lot to repair or maintain any Common Elements adjacent to such Lot.

ARTICLE XU. MISCELLANEOUS

A. Term. The provisions of this Declaration shall bind and run with tbe land for a term of forty (40) years from and after the date that this Declaration is filed for recording with the Recorder of Licking County, Ohio, and thereafter shall automatically renew forever for successive periods of ten (10) years each unless earlier terminated with the consent of Members exercising not less than one hundred percent (I 00%) of the voting power of all Members, the consent of all holders of first mortgage liens on Lots, and the consent of the Declarant so long as Declarant has any rights under this Declaration.

H. Enforcement: Waiver. The provisions of this Declaration and the provisions of the other Association Governing Documents may be enforced by any proceeding at law or in equity by Declarant, any Owner, the Association, the Board, the Design Review Committee, and each of their respective heirs, successors, and assigns, against any Person(s) violating, or attempting to violate, any covenant, restriction, Ruic or the provisions of the other Association Governing Documents, to restrain and/or to enjoin any violation, to obtain a decree for specific

performance as to removal of any nonconfo1ming Improvement, and to recover all damages, cosls of enforcement and any other costs incurred (including without limitation reasonable attorneys' fees) in connection with any violation. Failure of Declarant, the Association, the Board, the Design Review Committee, or any Owner to enforce any provision of this Declaration, the Association Governing Documents, *or* the Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Lot, each Owner is deemed to waive the defenses of !aches and statute of limitations in connection with the enforcement by the Association of the provisions hereof, the Rules, or any of the other Association Governing Documents.

C. Amendments.

I. Amendments bv Declarant. Until the Turnover Date, Declarant may, in its sole and absolute discretion, unilaterally amend the, provisions hereof at any time and from time to time, without the consent of any other Owners or the Association. Any such amendment may modify the covenants, conditions, restrictions, and easements set forth herein or may impose covenants, conditions, restrictions, and easements in addition to those set forth herein, including. without limitation, restrictions on use and covenants to pay additional charges v. th respect to the maintenance and improvement of any property in the Community. After the Turnover Date, Declarant may unilaterally amend the provisions hereof, without the consent of any other Owners, if such amendment is: (i) necessary to bring any provision hereof into compliance with any applicable governmental statule, rule, regulation, or judicial order; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) necessary to conform to the requirements of the United States Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or the Veterans Administration, (iv) necessary to comply with the Fair Housing Amendments Act and the Housing for Older Persons Act; or (v) necessary to correct errors; provided, however, an)' such amendment shall not materially adversely affect the title to any Lot unless the Owner or Owners thereof have consented to such amendment in writing. Any amendment to this Declaration adopted with the aforesaid consent shall be executed with the same formalities as to execution as observed in this Declaration hy the Declarant and shall contain Declarant's certification that the amendment was duly adopted in accordance with the requirements of this Paragraph. Any amendment so adopted and executed shall he effective upon the filing of the same with the Franklin County Recorder.

2. Amendments by the Association. Afttr the Turnover Date, this Declaration may be amended or modified with the approval of Owners holding not less than seventy-five percent (75%) of the voting power of all Owners in the Association; provided, however, that the consent of DeclaranL shall be required for any amendment or modification which affects Declarant's rights hereunder, and further provided that

the consent of all O·wners shall be required for any amendment which effects a change in the voling power of any Owner, the method of allocating Common Expenses among Owners, or the fundamental purpose for which the Association is organized, to dissolve this planned community, lo terminate the provisions of this Declaration or to tenninate the Association. Any amendment to this Declaration adopted with the aforesaid consent shall be executed with the same formalities as to execution as observed in this Declaration by the President and the Secretary of the Association and shall contain their certifications that the amendment was duly adopted in accordance with the requirements of this Paragraph. Any amendment so adopted and executed shall be effective upon the filing of the same with the Licking County Recorder. The Declaration may not be amended so as to eliminate the Association's responsibility to own, repair, and/or maintain Common Elements in the Community or to change or eliminate the requirement and obligation of the Lot Owners to be Members of and pay Assessments to the Association.

3. Amendments by the Board. Before or after the Turnover Date, the Board may unilaterally amend, without the consent of any other Owners, the provisions of the Association Governing Documents for the sole purpose of deleting as void any provision within the Declaration, Code, or other Association Governing Document, or any applicable restriction or covenant, that limits the occupancy or use of a Lot or Common Element on the basis of race, color, national origin, religion, sex, or familial status. After the Turnover Date, the Board may m1ilatcrally amend the provisions of the Association Governing Documents, without the consent of any other Owners. if such amendment is: (i) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation, or judicial order; (ii) necessary to enable any repulable title insurance company to issue title insurance coverage on the Lots; (iii) necessary to confonn to the requirements of the United States Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or the Veterans Adm.inistration; (iv) necessary to comply with the Fair Housing Amendments Act and the Housing for Older Persons Act; or (v) necessary to correct errors; provided, however, any such amendment shal I not materially adversely affect the title to any Lot unless the Owner or Owners thereof have consented to such amendment in writing. Any amendment to this Declaration adopled by the Board pursuant to this Paragraph shall be executed with the same formalities as to execution as observed in this Declaration by the President and the Secretary of the Association and shall contain their certifications that the amendment was duly adopted in accordance with the requirements of this Paragraph. Any amendment so adopted and executed shall be effective upon the filing of the same with the Licking County Recorder.

No amendment made pursuant to the provisions of this A1ticle XII, Section C may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

D. Declarant's Rights to Complete Development. Declaram shall have the right to (I) complete the development, construction, promotion, marketing, sale, resale, and leasing of properties; (2) construct or alter Improvements on any property owned by Declarant; (3) 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 (4) post signs incidental to the development, construction, promotion, marketing, sale, and leasing of property within the Property. Further, Declarant or its assignee shall have the right of ingress and egress through all streets, alleys, paths, walkways, and easements located in the Property for any purpose whatsoever, including, but not limited lo, 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 Declaranl or (ii) construct, alter, remodel, demolish or replace any Improvements on any Common Elements 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 (iii) require Declarant to seek or obtain the approval of the Association or the Design Review Committee for any such activity or Improvement on any Common Elements or any property owned by Dcclarant. Nothing in this Section shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration.

E. Declarant's Rie:hts to Re-plat Declarant's Property. Declarant reserves the right, at any time and from time to time, to amend, alter, or re-plat any plat or development plan and to amend any zoning ordinance which affects all or any portion of the Property; provided, however, that only real property owned by Declarant and Owners consenting to such amendment, alteration or re-platting shall be the subject of any such amendment, alteration or re-platting. The Association and each Owner whose Lot is not altered by such amendment, alteration, or re-platting, for themselves and their successors and assigns, hereby consents to and approve8 any such amendment, alteration, or re-platting and shall be deemed to have joined in the same.

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

1. any proposed amendment of this Declaration;

2. any proposed termination of the Association; and

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

Each holder and insurer of a first mortgage on any Lot shall be entitled, upon request and at such mortgagee's expense, to inspect the books and records of the Association during normal business hours in the same manner and with the same rights and limitations as any Owner. The holder or insurer of a first mortgage on a Lot is not required by the Declaration to collect Assessments.

G. Severability. If any Article, Section, paragraph, sentence, clause, or \\'ord in this Declaration is held by a court of competent jurisdiction to be in conflict with any law or is unenforceable, 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.

H. Mutuality. All restrictions, conditions, and covenants contained herein are made for the direct, mutual, and reciprocal benefit of the Declarant, the Association, and the present and future owners of Lots in the Community, and each part thereof, and their respective personal representatives, heirs, successors, and assigns; the provisions hereof shall create mutual equitable servitudes upon the property submitted to these restrictions and each part thereof in favor of each other part thereof; and any property referred to herein as benefited hereby; the provisions hereof shall create reciprocal rights and obligations between the respective owners of alJ such property and privity of contract and estate bet,.veen all owners thereof; and the provisions hereof shall, as to the owner of any such property and those Owners respective heirs, personal representatives, successors, and assigns, operate as covenants running with the land for the benefit of all such property and the Owners thereof.

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

J. Notices. Except as otherwise specifically required by the Association Governing Documents or applicable law, notices, demands, or other communications to an Owner shall he given in writing (a) by personal delivery or at the Lot, if a residence has been constructed on such Lot, or by depositing such notice in the United States Mail, first class, postage prepaid, to the address of the Owner of the Lot as shown by the records of the Association, or as otherwise designated in writing by the Owner or (b) by electronic mail to any Owner who has voluntarily provided the Association, in writing, with a designated electronic mailing address. Nothing contained within this Declaration or the Bylaws shall require that the Board utilize electronic mail delivery in lieu of another approved delivery method. The Association shall have no obligation to perform research or investigations beyond its records to

ascertain the identity or the postal or electronic mailing address of any Member. Any demand, notice, or other communication or action given or taken hereunder or by one of the joint O·wners of a Lot shall he deemed to be given, taken, or received by all such joint Owners.

K. Exhibits. The exhibits hereto are part of this Declaration as if set forth in full herein.

L. Construction. Jn interpreting words and phrases herein, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. Any rule of construction to the effect that any ambiguities are to be resolved against the party who drafted the document shall not be utilized in interpreting this Declaration and the Exhibits hereto.

IN TESTIMONY WHEREOF, the Declarant has caused the execution of this Declaration as of the date first above written.

EPCON GLENSHJRE, LLC,
an O[illegible] D Limited liability company

B)[illegible]
Joel D. Rhoades, CEO

STATE OF OHIO
COUNTY *OF* FRANKLIN, SS:

This instrument was executed and acknowledged before me by Joel D. Rhoades, CEO of EPCON ULENSJiIRE, LLC, an Ohio limited liability company, on behalf of said liability company. this day of May 2023. No oath or affirmation was administered to the signer with regard to the notarial act.

Notary Public

NOTARIAL SEAL
STATE OF OHIO

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NOTARYPLl!Lt-STATE
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EXHIBIT A

LEGAL DESCRJPTION OF THE PROPERTY

Situated in the State of Ohio, County of Licking, Village of Granville, and being Lots I through 30, both inclusive, and Reserves A, 8, C, and D, respectively, as the same are numbered, identified, and delineated on the recorded plat of Glcnshire, of record as lnstrwnent No. 202209090022120, Recorder's Office, Licking County, Ohio.

EXHIBIT B

CODE OF REGULATIONS

(BYLAWS)

OF

THE COURTYARDS OF GLENSffiRE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

NAME AND PURPOSE

Section 1.0 J. The name of this Ohio nonprofit corporation shall be TIle Courtyards of Glenshire Homeowners' Association, Inc. (the **"Association").**

Section 1.02. The purposes for which the corporation is fonned are set forth in the Articles of Incorporation for The Courtyards of Glenshire Homeowners' Association, Inc., filed with the Ohio Secretary of State and include being and acting as an association of the owners of residential Lots in a development known as and referred to herein as **"Courtyards of Glcnshire", "Clenshire",** or the **"Community".** The Association shall also serve as the "owners association•· as that term is defined in Chapter 5312 of the Ohio Revised Code (the **"Planned Community Act").**

Section 1.03. All capitalized terms used herein shall have the same meanings as set folth in the Declaration.

ARTICLE JI

MEMBERS AND VOTING

Section 2.01. Every individual or entity who is a record owner of a fee or undivided fee simple interest in a Lot (as defined in the Declaration) that has been subjected to the provisions of the Declaration of Covenants, Easements, Conditions, Restrictions and Assessments for Courtyards of Glenshire to which this document is attached (hereinafter the **"Declaration"),** except, in the case of a recorded land installment sales contract, the vendee or vendees and not the owner or owners of the fee simple interest, shall be a **"Member"** of the Association. **"Owner",** as used herein, as well as in the Declaration, means and includes the record Owner of a fee simple interest in a Lot subject to the provisions of the Declaration, except the owner

of the fee simple interest in a Lot subject to a recorded land installment contract, in which case the vendce is referred to herein as the **"Owner."** The membership of each Owner shall tenninate when the Owner ceases to own an undivided fee simple interest or i.nterests or vendee interest in a Lot, and upon tbe sale, transfer, or other disposition of each undivided fee simple interest or vcndcc interest in a Lot, the membership in the Association which is appurtenant to that interest shall automatically be transferred to the new Owner(s) of the interest. No Member may otherwise terminate membership in the Association or sever that membership interest.

Section 2.02. Except as provided herein, on any question for which the vote of Members is permitted or required, the Owner or Owners of each Lot in the Community shall be entitled to exercise one vote for each such Lot that the Owner or Owners own. If two or more persons or entities own undivided interests in a Lot as fiduciaries, tenants in common or otherwise, such persons or entities shall only be entitled to one vote with respect to the Lot, which vote shall be exercised, if at all, as a single Lot and not by percentage of interest.

Notwithstanding anything herein to the contrary, Epcon Glenshire, LLC, an Ohio limited liability company and the Declarant of Courtyards of Glenshire (hereinafter, the **"Declaranf'),** or its successor or its designee, shall be entitled to exercise one hundred percent (100%) of the total voting power of the Members of the Association on each matter properly submitted to the Members for their vote, consent, waiver, release or action until such time as the Declarant elects to relinquish the voting right, which relinquishment shall take place no later than the time the Community has been developed to its fullest extent and all Lots have been deeded to bona fide purchasers unrelated to Declarant. At such time as Declarant elects to relinquish the voting right, each Lot shall be entitled to one vote on each matter properly submitted to the Members for their vote, consent, waiver, release, or other action. In addition to the indemnification provided herein, Declarant, including Directors appointed by and employed by the Declarant, shall have no liability and shall be indemnified and held hannless by the Association for events occurring after the relinquishment of voting control. Assessments shall be paid by each Member when due without regard to the right of a Member to vote.

Section 2.03. Fiduciaries and minors who are Owners of record of a Lot or Lots may vote their respective interests as Members. If two or more persons or entities own undivided interests in a Lot as fiduciaries, tenants in common or otherwise, such persons or entities shall be entitled to one vote with respect to a Lot, which vote shall be exercised, if at all, as a single Lot and not by percentages of interest. lf more than one of such Owners attends a meeting, acts in voting by mail, or executes consents, a majority of those voting may act for the Owners of the Lot. If only one such person or entity attends a meeting, votes, or executes a consent, then that person or nlity may act for all.

Section 2.04. An entity that is a Member of the Association may exercise its right to vote by any officer, director, principal, member of a limited liability company, partner, trustee, or employee, and any such person shall conclusively be deemed to have authority to vote and to execute any proxies and written waivers and consents relative thereto, unless, before a vote is taken or a consent or waiver is acted upon, it shall be made to appear by a certified copy of the regulations or bylaws or of a resolution adopted by the entity that such authority does not exist or is vested in some other officer or person.

Section 2.05. At meetings of the Members or otherwise, any Member entitled to vote or take action may be represented and may vote or take action by a proxy or proxies appointed by an instrument in writing. A telegram, cablegram, electronic mail, or an electronic, telephonic, or other transmission appearing to have been transmitted by a Member, appointing a proxy, is a sufficient writing as is a photographic, photostatic, facsimile, or equivalent reproduction of a writing signed by a Member, appointing a proxy, is a sufficient writing. Each such instrument shall be filed with the Secretary of the meeting before the person holding the proxy shall be allowed to vote thereunder at the meeting or with the Secretary of the Association before the person holding the proxy may take action thereunder without a meeting. No proxy shall be valid after the expiration of eleven (11) months from its date of execution unless the Member executing it shall have specified therein the length of time that it is to continue in effect.

ARTICLE III

MEETINGS OF MEMBERS

Section 3.01. After the relinquishment of control of the Association by the Declarant, an annual meeting or the voting Members for the election of Directors, for the consideration of reports to be made at the meeting and for the transaction of such other business as may properly come before the meeting shall be held during the second quarter of each calendar year, on a date established by the Board of Directors of the Association. or on such other date within one month thereafter as may he designated by the: Board of Directors from time to time. No annual meetings shall be required to be held prior to the Declarant's relinquishment of control of the Association.

Section 3.02. Special meetings of the Members may be called by the President, by a majority of the Directors acting with or without a meeting, or following the relinquishment of control of the Association by the Dcclarant, by Members entitled to exercise not less than twenty-five percent (25%) of the total voting power of the Members. Upon delivery of a request in writing to the President or Secretary of the Association by persons entitled to call such a meeting, it shall be the duty of the President or Secretary to give notice to the Members in

accordance with this Code of Regulations, but if such request is refused, then the persons making the request may call a meeting by giving the notice.

Section 3.03. Al I meetjngs of Members shall be held at such places as may be specified by the Board of Directors or the persons calling the meeting.

Section 3.04. A written or printed notice of every meeting of Members, whether annual or special, stating the time, place and purpose or purposes for which the meeting is called shall be given by, or at the direction of, the President or Secretary of the Association to each Member entitled to notice thereof. Notice of the meeting may be provided by (a) personal delivery to the Member, (b) mail to the Member's mailing address as it appears on the records of the Association, or (c) electronic mail to any Member who has voluntarily provided the Association, in ,vriting, with a designated electronic mailing address, not more than sixty (60) nor less than five (5) days before the meeting. The Association shall have no obligation to perform research or investigations beyond its records to ascertain the identity or the postal or electronic mailing address of any Member. If a meeting is adjourned to another time or place, no further notice of the adjourned meeting need be given if the time and place to which it is adjourned are fixed and announced at the meeting. In the event of a transfer of ownership of a Member's l,ot after notice has been given and prior to the holding of the meeting, it shall not be necessary to serve notice on the transferee. The Board of Directors may set a record date for the detennination of the Members who are entitled to receive notice of or to vote at any meeting of Members, which record date shall not be earlier than forty-five (45) days preceding the meeling. If no record date is fixed by the Directors, the record date for determining the Members who are entitled to receive notice of or who are entitled to vote at a meeting of Members shall be the business day next preceding the day on which notice is given or the meeting is held, as the case may be. In any case where a person or entity's right to vote is questioned or disputed, the person wishing to vote shall have the burden of proving their right to vote.

Section 3.05. Notice of the time, place, and purpose or purposes of any meeting of Members may be waived in writing either before or after the holding of the meeting by any Member, which writing shall be filed with or entered upon the records of the meeting. The attendance of a Member at any meeting in person or by proxy without protesting the lack of proper notice prior to or at the commencement of the meeting shall be deemed to be a waiver by that Member of notice of the meeting.

Section 3.06. A quorum for any meeting of Members shall be that number of Members who are entitled to vote who arc present in person or represented by proxy at a meeting, and except as hereinafter provided, all actions shall be taken upon the majority vote of all Members present, in person or by proxy, and voting on the action; provided that no action required by

law, 1he Declaration, the Articles of Incorporation, or this Code of Regulations that must be authorized or taken by those Members exercising not less than a designated percentage or the total voting power may be authorized or taken by a lesser percentage. Those Members entitled to vote who arc present in person and represented by proxy at a meeting may adjourn tbe meeting from time to time. Any business may be transacted at the reconvened meeting as if the meeting had been held as originally called. Notwithstanding anything containe.d herein to the contrary, the Board may, in its sole and absolute discretion, adopt and enact reasonable rules and regulations permitting a Member to cast a vote for all matters other than elections of Members of the Board of Directors or actions expressly requiring voting at a meeting, via electronic mail or through other electronic means from which it can be detem1ined that the transmission v„as authorized by, and accurately reflects the intention of, the Member casting said vote.

Section 3.07. The order of business of any meeting of Members sha 1l be determined by the presiding officer unless otherwise determined by a vote of those Members entitled to exercise not less than a majority of the voting power of the Members present in person or represented by proxy at the meeting.

Section 3.08. At all elections of Members of the Board of Directors, the candidates receiving the greatest percentage of the votes cast for their respective positions shall be elected, and those candidates receiving the greatest percentage of votes shall serve the longest terms. In cases of ties, a runof election between only those persons who received the same number of votes, and onJy for purposes of resolving the tie vote, shall be conducted in the same manner as the original election. In no case shall cumulative voting be permitted.

All other questions shall be determined by the vote of those Members entitled to exercise not less than a majority of the voting power of the Members present in person or represented by proxy at a meeting and voting on such matter unless for the particular purpose the vote of a greater percentage of this voting power of all Members is required by law, the Articles of Incorporation, this Code of Regulations, the Declaration or otherwise. In no case shall cumulative voting he permitted.

Section 3.09. Any action which may be authorized or taken at a meeting of Members may be authorized or taken without a meeting in a writing or writings signed by Members exercising not less than seventy-five percent (75%) of the voting power of all Members or such greater proportion thereof as the A1ticles of Incorporation, this Code of Regulations, the Declaration or any other provision of law may othcnvise require. Said writing or writings shall be filed with or entered upon the records of the Association. Any vote that can be taken at a meeting of Members may also be taken by mail. In that event, ballots shall be mailed to all persons and entities who are Members of the Association at the time of the mailing and approval

shall be required from a majority of the voting power of all Members or from such greater (or lesser in the case of electing members of the Board of Directors) proportion thereof as the Articles of Incorporation, this Code of Regulations, the Declaration or any provision of law may otherwise require. Adequate records of the manner and results of each vote conducted by mail shall be filed with or entered upon the records of the Association.

Sectjon 3.10. Notwithstanding any provision contained in the Code of Regulations to the contrary, during such a time and only during such a time as any federal, state, or local governmental rule, regulation, declaration, or other action, including, but not limited to, a "Stale of Emergency", or "National Emergency", prohibits or otherwise makes an in-person meeting of the Members impossible, unsafe, and/or impractical, the Board of Directors in its reasonable discretion, shall be authorized to call and/or conduct any annual, special, or other meeting of the Members including, but not limited to, a meeting called for the purpose of electing a Director or Directors pursuant to the provisions of Article IV of the Code of Regulations, whereby Members may be pcnniued and/or exclusively allowed to attend the meeting "in person" by the use of **"Authorized Communications Equipment".** For the purposes of this Section 3.10, **"Authorized Communications Equipment"** shall be defined as any communications equipment that provides a transmission by telephone, video, telecopy, or any electronic means, lrom which it can be determined that the transmission „vas authorized by, and accurately reflects the intention of, the Member or Director involved and, with respect to meetings, affords all persons participating in the meeting an opportunity to contemporaneously communicate with each other.

For purposes of providing notice of the meeting, and any other requirements contained in the Code of Regulations, the "place" of the meeting described within this Section 3.10 may be a designated physical location or a virtual address or number reached solely by means of Authorized Communications Equipment, in the sole and absolute discretion of the Board of Directors. Any Member who uses Authorized Communications Equipment under this Section 3.10 is deemed to be present in person at the meeting whether the meeting is held at a designated place or solely by means of Authorized Communications Equipment. In the event a purpose of a meeting of the Members is to elect one or more Directors to the Association, the Board of Directors may forego taking nominations from the Door of the meeting, provided that the membership has been afforded a reasonable opportunity, as dctennined by the Board of Directors, to submit a nomination(s) prior to the election. The Board of Directors may adopt procedures and guidelines for the orderly operation of a meeting and voting, and any and all other act.ions as set forth in Chapters 1702 and 5312 of the Revised Code of Regulations of Ohio. By way of example and not limitation, this may include the ability of the Board of Directors to enact procedures for Members to cast a vote by written ballots; mailed ballots; general or directed proxies; and/or Authorized Communications Equipment, even if any such method is not specified in the other provisions of the Code of Regulations.

ARTICLE JV

BOARD OF DIRECTORS

Section 4.01. Subject to such limitations as have been or may hereafter be imposed by the Declaration, the Articles of Jncorporation, or this Code of Regulations, as any of the same may be lawfully amended from time to time, all power and authority of the Association shall be vc::sted in and exercised by a Board of Directors. Said persons shall manage and conduct the business and affairs of the Association and exercise the powers and duties established by the Declaration, the Articles of Incorporation, this Code of Regulations, and the Rules (collectively, the **"Association Governing Documents"**) and by the Planned Community Act until they resign or until their successors are elected and qualified.

Before the relinquishment of control of the Association by the Dcclarant, the Declarant shall appoint all Directors, which shall consist of three individuals named in the Articles of Incorporation, or such replacements thereof as Declarant shall from time to time appoint in its sole and unfettered discretion. Members of the Board of Directors appointed by the Oeclarant need not be a Lot Owner, the spouse of a Lot Owner, or a principal, member of a limited liability company, partner, director, officer, trustee, or employee of an entity that is a Lot Owner in the Association.

After the relinquishment of control of the Association by the Oeclarant, the Board of Directors shall consist of three individuals. Directors elected at the meeting of Members in which Declarant relinquishes control of the Association shall be elected to staggered terms so that the term of one-third (one) of the Directors will expire and a successor will be elected at each annual meeting of the Association. Thereafter, at such annual meetings, a successor lo the Director whose tenn then expires shall be elected to serve a three-year term. Following the turnover of Dcclarant control, any Director may be removed by the affirmative vote of those Members entitled to exercise not less than seventy-five percent (75%) of the voting power of all Members of the Association. A vote to remove any Director shall be conducted at a special meeting of the Members called for that purpose.

Section 4.02. To qualify for nomination, election, or appointment as a Director (other than by Declarant), the prospect must be an individual who is an Owner or Co-Owner of a Lot, the spouse or an Owner or Co-Owner of a Lot, or a designated principal, member of a limited liability company, partner, dire.ctor, officer, or employee of ao entity or other organization that is an Owner, and such Owner or Co-Owner must not then be delinquent in the payment of any obligation and/or Assessment (or portion of any Assessment) to the Association by more than thirty (30) days, or then be an adverse party to the Association, or its Board or Directors or any

member thereof (in that member's capacity as a member of the Board of Directors) in any litigation involving one or more of those parties. fn addition, other than Board members appointed by the Dcclarant pursuant to the provisions of the Association Governing Documents, the majority of the Board shall not consist of Owners or representatives from the same Lot unless authorized by a resolution adopted by the Board prior to the Board majority being comprised of Lot Owners or representatives from the same Lot.

Candidates for election as Directors may be selected by a Nominating Committee formed in accordance with Section 5.05 of Article V of this Code of Regulations. Candidates may also be nominated from the floor of any meeting held for the purpose of electing a Director or Directors. The Nominating Committee may nominate as many candidates as it wishes, provided that if the Nominating Committee nominates a candidate, it shall nominate not less than the number of Directors to be elected.

Section 4.03. If any member of the Board of Directors, other than a member of the Board of Directors appointed by the Declarant, vacates membership on the Board of Directors as a result of death, resignation, or any other act or reason, a replacement Director shall be appointed by the remaining Directors and shall serve until the next annual meeting of Owners, when a Director shall be elected to complete the term of such deceased, resigned or removed Director. In the event of removal of all Directors, the Owners shall, at the meeting at which all Directors are removed, elect Directors to complete the terms of the removed Directors.

Section 4.04. The Board of Directors shall hold such meetings from time to time as it deems necessary and such meetings may be called by the President of the Association from time to time, provided that the Board of Directors shall be required to meet at least once in each calendar quarter. Meetings shall be held at such place as the President or a majority of the Directors may determine, or by electronic or telephonic communication, provided that each Director may contemporaneously communicate with each of the other Directors.

Section 4.05. The President or Secretary shall cause electronic, telegraphic, or written notice of the time and place of all meetings of the Board of Directors, both regular meetings and special meetings, to be duly served upon or sent to each Director not less than two nor more than twenty (20) days before the meeting, except that a regular meeting of the Board of Directors may be held without notice immediately after the annual meeting of the Members of the Association at the same place as the annual meeting was held for the purpose of electing or appointing officers for the ensuing year and the transaction of such other business as may properly come before said meeting. No notice of adjourned meetings need be given. Notice of the time and place of any meeting of the Board of Director:;; may be waived by any Director in writing either before or after the holding of the meeting, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Director at any Board of

Directors meeting without protesting the lack of proper notice prior to or at the commencement of the meeting shall be deemed to be a waiver by that person of notice of the meeting.

Section 4.06. At all meetings of the Board of Directors, a majority of the members thereof shall constitute a quorum, but less than a quorum may adjourn a meeting from time lo time, and at adjourned meetings, any business may be transacted as if the meeting had been held as originally called. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as otherwise required by law, the Declaration, the Articles of Incorporation. or this Code of Regulations. No Lot Owner or any other person, other than a Director, may attend or participate in any discussion or deliberation of a meeting of the Roard of Directors unless the Board of Directors expressly authorizes that Owner or person to attend or participate.

Section 4.07. Members of the Board of Directors shall not receive any compensation for their services rendered to the Association as a Director. However, any Director may be reimbursed for actual expenses incurred in the performance of duties as a Director if approved by the Board of Directors, and any Director may serve the Association in any other capacity and may receive compensation therefor, su jcct to the requirements and limitations of this Code of Regulations and the Articles oflncorporation.

Section 4.08. Any action which may be authorized or taken at a meeting of the Board of Directors may he authorized or taken without a meeting in a writing or writings signed by all of the Directors, which writing or writings shall be filed with or entered upon the records of the Association.

Section 4.09. The Board of Directors may employ or engage the services of a Managing Agent and such other persons, finns, or c-orporations as it deems necessary or advisable in order to perfonn the duties imposed upon it and may pay such compensation as it determines. The Board of Directors may delegate to any such Managing Agent, person, firm, or corporation such administrative and ministerial duties as it determines.

Section 4.10. The Board of Directors shall exercise all powers and have all authority, under law, and under the provisions of the Declaration, Articles oflncorporation, this Code of Regulations, and the Planned Community Act, that are not specifically and exclusively reserved to the Members by law or by other provisions of the Declaration, Code of Regulations, Articles of Incorporation or Planned Community Act, and without limiting the generality of the foregoing, the Board of Directors shall have the right. power, and authority to:

(a) take all actions deemed necessary or desirable to comply with or to cause compliance with all requirements of law, and the Declaration, Code of Regulations, and Articles of Incorporation;

(b) obtain insurance coverage and bonds the Directors consider appropriate or necessary; provided that insurance coverage and bonds required pursuant to the provisions of the Declaration and in amounts no less than that required pursuant to the provisions of the Declaration shall be obtained and maintained;

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

(d) subject to the provisions of the Declaration, repair, maintain, and improve the Common Elements and other Improvements that are the responsibility of the Association;

(e) establish, enforce, levy, and collect Assessments, late fees, delinquent interest, and such other charges as are provided for in the Declaration and adopt, publish, and enforce Rules and regulations concerning the same;

(f) adopt and publish Rules and regulations (i) governing the use of the Common Elements and the personal conduct of Owners, Occupants, and their guests thereon and (ii) such other Rules and regulations permitted by the Declaration;

(g) suspend the voting rights of an Owner during any period in which such Owner is in default by more than thirty (30) days in the payment of any charge levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days for each infraction of published Rules and regulations or of any provisions of the Declaration);

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

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

(j) cause excess funds of the Association to be invested in such reasonable investments that meet standards for fiduciary investments under Ohio law as the Board of Directors may from time to time determine;

(k) subject to the provisions of the Declaration, borrow funds, as needed, and pledge and assign such security and rights of the Association, including rights to levy and collect Association Assessments of every type or nature, or other future income, and to file liens therefor and enforce collection thereof. as might be necessary or desirable in the judgment of the Board of Directors, to obtain any such loan;

(I) take such actions and expend the Association funds and Assessments as the Board of Directors deems appropriate, in its sole discretion, to satisfy the requirements of institutional mortgagees, and guarantors and insurers of first mortgage loans for the financing or refinancing of Lots a part of the Community;

(m) purchase and cause the Association to hold title to real property; and

(n) do all things and take all actions pennitted to be taken by the Association by law or the Declaration not specifically reserved thereby to others.

Section 4.11. 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, including correct and complete books and records of account that specify receipts and expenditures relating to Common Elements and other common receipts and expenses, records shovving lhe allocation, distribution, and collection of common profits, losses, and expenses among and from Owners, minutes of meetings of the Members and meetings of the Board of Directors, and records of the names and addresses of Owners;

(b) present the latest available financial statement of the Association to the Owners at each annual meeting of Owners, or at any special meeting when requested in writing by Owners representing not less than a majority of lhe voting power of O\.\rners;

(c) supervise all officers, agents, and employees of the Association and sec that lheir duties are properly performed;

(d) cause an annual budget to be prepared, and amendments thereto as needed; provided that the failure or delay of the Board of Directors to adopt a budget as provided herein or in the Declaration shall not constitute a waiver or a release of the obligation of an Owner to pay Assessments and, in such event, the budget last adopted shall continue until such time as the Board of Directors adopts a new budget;

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

(1) issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid;

(g) procure and maintain insurance and bonds as provided in the Declaration, and as Che Board of Directors deems advisable;

(h) enforce the covenants, conditions, and restrictions in the Declaration necessary to ensure that the Community qualifies and continues to qualify as an age restricted community in accordance with the "Housing for Older Persons Act Exemption" (currently codified in 42 U.S.C. 3607) and the regulations thereunder, to the provisions of the Fair Housing Amendments Act (currently codified in 42 U.S.C. 3601 et .), as amended;

(i) cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration; and

G) take all other actions required to comply with all requirements of the Declaration, A11icles of Incorporation, and this Code of Regulations.

ARTICLE V

OFFICERS AND COMMITTEES

Section 5.0 I. The officers of the Association shall be a President, a Secretary, a Treasurer, and such other officers as may be determined by the Board of Directors. AJI officers shall be elected by the Board of Directors from among the members of the Board of Directors. Officers shall hold office at the pleasure of the Board of Directors, and the same person may hold any two or more offices. No officer shall receive any cornpe::nsation for their services rendered to the Association as a Director, provided that an officer may be reimbursed for actual expenses incurred in the performance of duties as an officer if approved by the Board of

Directors, and any officer may serve the Association in any other capacity and may receive compensation therefor, subject to the requirements and limitations of this Code of Regulations and the Articles of Incorporation.

Section 5.02. It shall be the duty of the President to preside at all meetings of Members of the Association and the Board of Directors, to exercise general supervision over the affairs of the Association, and in general to perform all duties incident to the office or which may be required by the members of the Board of Directors.

Section 5.03. It shall be the duty of the Secretaf) to keep or cause to be kept under their supervision an accurate record of the acts and proceedings of the Members and the Board of Directors, including records of the names and addresses of the Members. The Secretary shall further perform all duties incident to the office and such other duties as may be required by the Members or the Board of Directors. Upon expiration or termination of their term of office, the Secretary shall deliver all books, records, documents, and other property of the Association in their possession or control to their successor or to the President.

Section 5.04. The Treasurer shall receive and safely keep all money, securities and other intangible property belonging to the Association, or evidence thereof, and shall disburse the same under the direction of the Board of Directors; shall keep or cause to be kept under his or her supervision correct and complete books and records of account specifying the receipts and expenditures of the Association, together with records showing the allocation, distribution and collection of Assessments, fees, revenues and expenses among and fron, the Members, shall hold the same open for inspection and examination by the Board of Directors and the Members, and shall present abstracts of the same at annual meetings of the Members or at any other meeting when requested; shall give bond in such sum with such surety or sureties as the Board of Directors may require for the faithful performance of his or her duties; shall perform any other duties which may be required of him or her by the members of the Board of Directors; and, upon the expiration or tenn ination of his or her tenn of office, shal I deliver all money and other property of the Association in his or her possession or control to his or her successor or to the President.

Section 5.05. The Board of Directors may create a committee or committees. Each com mi Hee shall serve at the pleasure of the Board of Directors and shall be subject to the control and direction of the Board of Directors. Any committee may act pursuant to the vote of a majority of its members at a meeting of the comminec or by a writing or writings signed by all of its members. Any act or authorization by any such committee within the authority delegated to it shall be as effective for all purposes as the act or authorization of the Board of Directors. Each committee shall establish its own procedures for scheduling and giving notice of its meetings, establishing agendas, maintaining records of its meetings and actions, and other

administrative matters, subject to any such procedures which may be established for that committee or all committees by the Board of Directors.

ARTICLE VI

FISCAL YEAR

Section 6.01. Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of this Association.

ARTICLE Vil

INDEMNIFICATIO

Section 7.01. The Association shall indemnify any officer or Director of the Association who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including, without limitation, any action threatened or instituted by or in the right of the Association), by reason of the fact that that individual is or was a Director, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a director, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, against exp!!nses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs), judgments, fines and amounts paid in settlement actually and reasonably incurred by that person in connection with such action, suit or proceeding if that individual acted in good faith and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, that individual had no reasonable cause to believe that individual's conduct was unlawful. An individual claiming indemnification under this Section 7.01 shall be presumed, in respect of any act or omission giving rise to such claim for indemnification, to have acted in good faith and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal matter, to have had no reasonable cause to believe that individual's conduct was unlawful, and the termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, rebut such presumption.

Section 7.02. Anything contained in this Code of Regulations or elsewhere to the contrary notwithstanding:

(a) the Association shall not indemnify any officer or Director of the Association who was a party to any completed action or suit instituted by or in the right of the Association to procure a judgment in its favor by reason of the fact that that individual is or was a Director, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a director, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, in respect of any claim, issue or matter asserted in such action or suit as to which that individual shall have been adjudged to be liable for acting with reckless disregard for the best interests of the Association or misconduct (other than negligence) in the performance of that individual's duty to the Association, unless and only to the extent that the Court of Common Pleas of Licking County, Ohio or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances of the case, that individual is fairly and reasonably entitled to such indemnity as such Court of Common Pleas or such other court shall deem proper; and

(b) the Association shall promptly make any such unpaid indemnification as is determined by a court to be proper as contemplated by this Section 7.02.

Section 7.03. Anything contained in this Code of Regulations or elsewhere to the contrary notwithstanding, to the extent that an officer or Director of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 7.01, or in defense of any claim, issue or matter therein, that individual shall be promptly indemnified by the Association against expenses (including, without limitation, attorneys' fees; filing fees, court reporters' fees and transcript costs) actually and reasonably incurred in connection therewith.

Section 7.04. Any indemnification required under Section 7.0 I and not precluded under Section 7.02 shall be made by the Association only upon a determination that such indemnification of the officer or Director is proper in the circumstances because that individual has met the applicable standard of conduct set forth in Section 7.0 l. Such determination may be made only (a) by a majority vote of a quorum consisting of Directors of the Association who were not and are not parties to, or threatened with, any such action, suit or proceeding, or (b) if such a quorum is not obtainable or if a majority of a quorum of disinterested Directors so directs, in a written opinion hy independent legal counsel other than an nttomcy, or a finn having associated with it an attorney, who has been retained by or who has performed services for the Association, or any individual to be indemnified, within the past five (5) years, or (c) by the

Members, or (d) by the Court of Common Pleas of Licking County, Ohio or (if the Association is a party thereto) the court in which such action, suit or proceeding was brought, if any; and such determination may be made by a court under division (d) of this Section 7.04 at any time [including, without limitation, any time before, during or after the time when any such determination may be requested of, be under consideration by or have been denied or disregarded by the disinterested Directors under division (a) or by independent legal counsel under division (b) or by the Members under division (c) of this Section 7.04]; and no decision for any reason to make any such determination, and no decision for any reason to deny such determination, by the disinterested Directors under division (a) or by independent legal counsel under division (b) or by the Members under division (c) of this Section 7.04 shall be evidenced in rebuttal of the presumption recited in Section 7.01. Any determination made by the disinterested Directors under division (a) or by independent legal counsel under division (b) or by the Members under division (c) of this Section 7.04 to make indemnification in respect of any claim, issue or matter asserted in an action or suit threatened or brought by or in the right of the Association shall be promptly communicated to the individual who threatened or brought such action or suit, and within ten (I0) days after receipt of such notification such individual shall have the right to petition the Court of Common Pleas of Licking County, Ohio or the court in which such action or suit was brought, if any, to review the reasonableness of such determination.

Section 7.05. Expenses (including, without limitation, anomcys' fees, filing fees, court reporters' fees, and transcript costs) incurred in defending any action, suit, or proceeding referred to in Section 7.0 l shall be paid by the Association in advance of the final disposition of such action, suit or proceeding to or on behalf of the officer or Director promptly as such expenses are incurred by that individual, but only if such officer or Director shall fust agree, in writing, to repay all amounts so paid in respect of any claim, issue or other matter asserted in such action, suit or proceeding in defense of which that individual shall not have been successful on the merits or otherwise:

(a) if it shall ultimately be determined as provided in Section 7.04 that that individual is not entitled to be indemnified by the Association as provided under Section 7.01; or

(b) if, in respect of any claim, issue, or other matter asserted by or in the right of the Association in such action or suit, that individual shaJI have been adjudged to be liable for acting with reckless disregard for the best interests of the Association or misconduct (other than negligence) in the performance of that individual's duty to the Association, unless and only to the extent that the Cou11 of Common Pleas of Licking County, Ohio or the court in which such action or suit was brought shall determine upon application that, despite such adjudication

of liability, and in view of all the circumstances, that individual is fairly and reasonably entitled to all or part of such indemnification.

Section 7.06. The indemnification provided by trus Article VLI shall not be exclusive of, and shall be in addition to, any other rights to which any person seeking indemnification may be entitled under the Articles or this Code of Reg1ilations or any agreement, vote of Members or disinterested Directors, or otherwise, both as to action in that individual's official capacity and as to action in another capacity while holding such office, and shall continue as to an individual who has ceased to be an officer or Director of the Association and shall inure to the benefit of the heirs, executors, and administrators of such individual.

Section 7.07. The Association may purchase and maintain insurance or furnish similar protection, including but not limited to trust funds, letters of credit, or self-insurance, on behalf of any individual who is or was a Director, officer, employee, agent, or volunteer of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, against any liability asserted against that individual and incurred by that individual in any such capacity, or arising out of that individual's status as such, whether or not the Association would have the obligation or the power to indemnify that individual against such liability under the provisions ofthis Article VII. Insurance may be purchased from or maintained with an individual in which the Association has a financial interest.

Section 7.08. For purposes of this Article Yll, and as examples and not by way of limitation:

(a) An individual claiming indemnification under this Article VII shall be deemed to have been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 7.01, or in defense of any claim, issue, or other matter therein, if such action, suit or proceeding referred to Section 7.0 l, or in defense of any claim, issue or other matter therein, if such action, suit or proceeding shaJI be terminated as to such person, with or without prejudice, without the entry of a judgment or order against that individual, without a conviction of that individual, without the imposition of a fine upon that individual and without that individual's payment or agreement to pay any amount in settlement thereof (whether or not any such termination is based upon a judicial or other determination of the lack of merit of the claims made against that individual or otherwise results in a vindication of that individual);

(b) References to an "other enterprise" shall include employee benefit plans; references to a "fine" shall include any excise taxes assessed on

an individual with respect to an employee benefit plan; and references to "serving at the request of the Association" shall include any service as a Director, officer, employee, agent or volunteer of the Association which imposes duties on, or involves services by, such Director, officer, employee, agent or volunteer with respect to an employee benefit plan, its participants or beneficiaries; and an individual who acted in good faith and in a manner that individual reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Association" within the meanjng of that term as used in this Article Vll; and

(c) The term "volunteer" shall mean a Director, officer, committee member, or other agent of the Association, or another individual associated with the Association, who (i) performs services for or on behalf of, and under the authority or auspices of, the Association, and (ii) does not receive compensation, either directly or indirectly, for performing those services. Compensation does not include (i) actual and necessary expenses that are incurred by the volunteer in connection with the services performed for the Association and that are reimbursed to the volunteer or otherwise paid; (ii) insurance premiums paid on behalf of the volunteer and amounts paid, advanced or reimbursed pursuant to this Article VII, Section 1702.12(E) of the Ohio Revised Code or any indemnification agreement, resolution or similar arrangement; or (iii) modest prerequisites.

Section 7.09. Any action, suit, or proceeding to determine a claim for indemnification under this Article VII may be maintained by the person claiming such indemnification, or by the Association, in the Court of Common Pleas of Licking County, Ohio. The Association and (by claiming such indemnification) each such individual consent to the exercise of jurisdiction over its or that individual by the Court of Common Pleas of Licking County, Ohio, in any such action, suit, or proceeding.

ARTICLE VIII

NOTICES AND DEMANDS

Section 8.01. Unless otherwise specifically permitted by the Association Governing Documents, any notice or demand which is required to be given or delivered to or served upon a Member of the Association shall be *in* writing and shall be deemed to have been given, delivered, or served when (a) delivered personally to them, (b) mailed to them at their address as it appears on the records of the Association, or (c) electronically mailed to them at their address as it appears on the records of the Association.

Section 8.02. In computing the period of time for the giving of a notice required or pern,itted under the Articles of Incorporation, this Code of Regulations or a resolution of the Members or Directors, the day on which the notice is given shall be excluded, and the day when the act for which notice is given is to be done shall be included, unless the instrument calling for the notice otherwise provides. 1f notice is permitted to be given by mai l, the notice shall be deemed to have been given when deposited in the mail. If notice is pern,itted to be given via electronic mail, the notice shall be deemed to have been given when the notice has been sent.

ARTICLE IX

AMENDMENTS

Section 9.0 I. This Code of Regulations may be amended, or a new Code of Regulations may be adopted at a meeting of voting Members held for that purpose or in a vote conducted by mail by the affirmative vote of those Members entitled to exercise not less than seventy-five percent (75%) of the total voting power of Members. The foregoing notwithstanding, any amendment tern,inating and dissolving the Association shall require the unanimous consent of all Lot Owners.

ARTICLEX

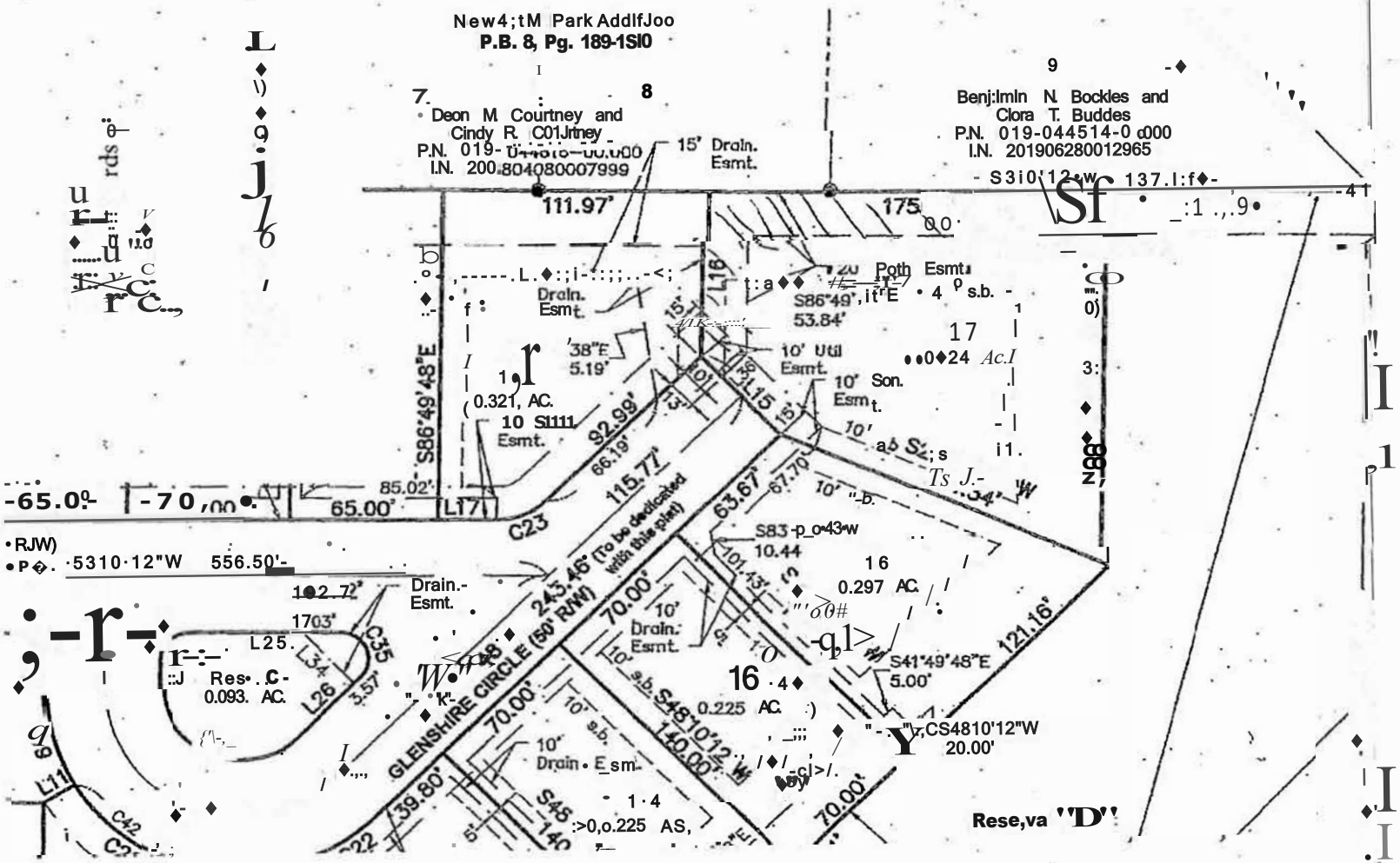
DURATION

Section 10.01. The Association shall exist so long as the provisions of the Declaration apply to the Community.

ARTICLEXJ

MISCELLANEOUS

Section 11.0 I. This Code of Regulations shall also be deemed to be Bylaws as the same is defined in Chapter 5312 of the Ohio Revised Code.


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16
17
243.46' (To be dedicated with this plat)
70.00'
10' Drain. Esmt.
121.16'
S41'49'48"E
5.00'
RJW)
5310·12"W 556.50'-
Drain.- Esmt.
102.72'
1703'
L25
C35
Res. C-
0.093. AC.
L34
L26
3.57'
GLENSHIRE CIRCLE (50' R/W)
16
0.225 AC.
S48'10'12"W
140.00'
CS4810'12"W
20.00'
10' Drain. Esm.
39.80'
L11
C42
C22
Rese,va "D"

COMMUNITY POLICIES AND GUIDELINES

The Courtyards of Glenshire

[Dated: October 2025]

These Community Policies and Guidelines (Handbook) have been set forth to expand upon and detail the information found in the Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens and Bylaws ("Declaration") under which The Courtyards of Glenshire Homeowners Association operates.

I. Personal Property

Except as provided in Section IX below, all personal property must be kept inside the garage. To include but not limited to: wheelbarrows, bikes, mowers, kayaks, garden carts, garden tools, ladders.

II. Decorative Items

A. Holiday Decorations

Christmas lights and decorations are permitted to be placed on building exteriors, provided the decorations do not damage the building, gutters, siding, or exterior doors. They may not be displayed before Thanksgiving Day and must be removed by no later than January 7th of the following year. Decorations for other commonly recognized holidays are permitted under the same guidelines and may not be displayed more than four weeks before, or one week after, the holiday. Flashing lights and music are not permitted.

B. Flag Display

Each home may have one black or white two-position flag holder installed on the front porch post. The bottom of the base holder should be installed six feet from the concrete porch. If an alternate location is needed, the owner must submit an exterior improvement application for Board of Directors (BOD) review and approval prior to installation.

Only one flag may be displayed at a time. The flag must be in good condition. Flags that are torn or have tattered edges are not permitted. Permitted flags are the American Flag, Collegiate Flag, Pro-Sports Team Flag, Ohio Flag, POW/MIA Flag or Military Service Flag. No flags that display negative messages may be permitted.

The American Flag must be flown or displayed following normal flag protocol and in accordance with federal laws.

C. Wreaths (**non-holiday**)

Decorative wreaths may be hung on the front door only. Wreaths are prohibited on walls, windows and on the outside of courtyard/patio fences.

D. Other Items (**items located <u>outside</u> the courtyard/patio area**)

1. Bird feeders are not permitted outside the courtyard or patio area.

2. Garden hose containers can be freestanding or affixed to the house. Hoses and freestanding holders must be covered or removed in the winter. Location should not interfere with mowing or maintenance of the property. Freestanding hose containers must be in an existing mulch area and not on the lawn.

3. Stepping stones must be approved by the BOD. Color should be natural earth tones.

4. Wall plaques are prohibited from being attached to exterior walls.

5. Windsocks are prohibited.

6. Wind chimes are permitted on the front porch. No more than one allowed.

7. Decorative flags are prohibited.

8. Hanging baskets are permitted in the front porch area. Hooks used for purposes of support may be attached to the under hang of the front porch or free standing (shepherds hooks) in the mulch beds. No more than two total baskets permitted. Front porch hanging baskets should be removed no later than November 1.

9. Front Porch: Porch furniture (no dining sets), flowerpots, and decorative items are permitted.

10. Up to two (2) decorative items are permitted in the mulch area in the front of the house. Items must be neutral in color and not exceed 36" in height. Additional items must be approved by the BOD.

11. Up to two (2) flowerpots or decorative items are permitted on the sidewalk leading from the driveway to the front porch. Items must be neutral in color and not exceed 36" in height (plant height not included).

12. The following items are strictly prohibited in the home's <u>lawn area</u> or any common area of the Community: any type of yard sign, statue, statuette, yard or lawn ornament, artificial flowers, ornamental rocks or stones, cypress mulch, swing sets, laundry poles or clotheslines, or other such items. Laundry may not be hung over any courtyard patio or deck fence (swimsuits, towels, rugs, etc.,

included).

III. Flowers/Landscape Plants (**outside courtyard area**)

A. Flowers

Annual flowers may be planted in existing mulched areas directly outside the courtyard patio fence. Maintenance of the annual flowers planted by an owner or resident is the responsibility of said owner. Dead annuals are to be removed at the end of the season by the owner. Annuals planted by an owner or resident that are not maintained by said owner or resident during the growing season will be removed by the groundskeepers and the cost for removal will be billed to the owner. Flowers are not permitted around any tree. Planting of any perennials outside the courtyard/patio must be approved by the BOD. Bulb-based flowers such as lilies, tulips, daffodils, etc. are also allowed with approval of the BOD. The owner is responsible for their care.

B. Landscape Plants

Any new planting, movement, or removal of shrubs/trees outside the courtyard/patio and deck area must receive written approval from the BOD.

1. Additional landscape plants which may be considered will be of a species already in use in the Community or which, at maturity, will be compatible with the existing plant material.

2. Any new planting beds must be limited in size and approved by the BOD.

3. New beds must be mulched with hardwood that matches the existing mulch in the community. Any other material must be approved by the BOD.

4. The Courtyards of Glenshire Homeowners Association, Inc. ("Association") will provide future mulching, pruning, and fertilization to new approved plants outside the courtyard area. However, should any one of the plants die, the owner is responsible for replacement.

5. Replacement of an existing landscape plant/tree/bush with a new plant of the exact same species does not require approval from the BOD.

C. Plant Protection from Wildlife

Due to deer in the area eating the leaves of shrubbery and/or scraping on tree saplings in the community, homeowners are permitted to use specific deterrents to

assist with protecting their plants. These deterrents are not required but suggested if necessary to help keep your plants healthy.

1) Black mesh netting can be wrapped around shrubs, such as arborvitaes. Staking or other methods of installing the mesh netting are not permitted.
2) Black PVC piping or plastic tree protection wrap can be installed around tree trunks.
3) Liquid or pellet deer repellent (and other wildlife) can also be used.

No type of fencing for animal deterrent is permitted within the community. If there is an alternative method of deterrent an owner wishes to use on their lot, they may obtain written permission from the BOD by submitting a request and photos or other necessary information for the Board to decide.

Any worn, damaged, or faded tree protection items should be replaced promptly. If any sprays are used and damage or kill any plants, the HOA will not be responsible for any replacements.

Any tree wraps or mesh wrap method used for deer deterrence should be implemented starting October 1 and will need to be removed by April 15th.

D. Landscape Lights

Landscape lighting outside the courtyard patio area must receive prior written approval from the BOD (wired, solar, or any type of lighting).

IV. Storm Doors

Storm doors may be added at the owner's expense. The following designs may be installed without need for BOD approval. Any other designs must be submitted for approval. These designs are subject to change. Please reach out to the Management Company if there are any questions or concerns about the choices permitted.

Andersen 3000 Series
Self-Storing Storm Door
Glass Style: Low E Energy Saving Glass



Andersen 4000 Series
Full View Storm Door
Glass Style: Low E Energy Saving Glass



Larson Tradewinds
Glass Style: Low E Energy Saving Glass



Larson Signature Low-E Full-View
Tempered Glass and Interchangeable
Screen Storm Door
Glass Style: Low E Energy Saving Glass



The storm door paint color should match the trim of the home and the hardware should match the hardware on the existing door. Solid glass is preferred, but etched glass may be considered by the Board on a case by case basis.

V. Exterior Alterations (**outside the courtyard/patio area**)

No alterations, additions, fences, walls, patios, decks, etc., may be made to the exterior surface of the building without prior written approval of the BOD.

Nothing may be hung or displayed, nor may signs, canopies, shutters, antennae or satellite dishes, or any other device or ornament be affixed to or placed upon the exterior walls, doors, fences, railings, or roof without prior written approval of the BOD.

VI. Windows and Window Coverings

All window coverings, whether draperies, blinds (vertical or horizontal), or valances must be white, off-white, light beige, or light gray on the exterior side.

VII. Signs

Nothing may be hung or displayed from inside the windows except security system decals, which shall be limited in size and number. Security system signs are only permitted in the mulch beds.

One temporary real estate sign on a Lot not to exceed six square feet in area advertising that such property is for sale is permitted. Signs on the Common Elements must be approved by the BOD.

VIII. Animals

A. No more than two (2) household domestic pets may be kept in any one home. The pets shall not be bred or maintained for commercial purposes and shall be limited to cats and dogs. If an owner has more than two (2) pets when he or she moves into the Community and such pets comply with the requirements of the Declaration, up to three (3) pets may be kept by the owners. When the first of the three (3) pets dies, the owner may not replace the deceased pet and thus the owner will thereafter only be permitted to have two (2) pets.

B. All pets, when outdoors and not in a fenced area, shall be maintained on a leash not more than eight (8) feet in length. They shall be supervised by a responsible individual at all times. Such individuals shall immediately clean all pet litter.

C. No pet shall be tethered outside in the lawn or common area or tied to any courtyard patio fence unsupervised.

D. All pets must be always kept under control. Pet owners are responsible for ensuring

their animals do not create a nuisance or disturb the peace and comfort of other residents. Pets that frequently make excessive noises such as persistent barking, howling, or whining will be considered in violation of this policy.

E. Invisible Fences—In-ground invisible fences are permitted in accordance with the terms outlined in the Invisible Fence Policies and Procedures, a copy of which can be found at the end of this document. Prior to the installation of the invisible fence, an owner must submit to the Board a detailed plan and diagram illustrating where the fence will be installed including full specifications and locations for all components of the system including, but not limited to, exact location of the fence and the connection point(s). A signed Invisible Fence Policies and Procedures Form, including the Neighbor Consent Form that must be signed by all neighbors with whom the owner shares a property line, shall be included with the Plan submitted to the Board. The owner must receive written approval from the Board prior to initiating construction and installation of the invisible fence. The Village of Granville requires permits for the installation of an invisible fence.

F. Pet owners may be fined for violation of these policies at a rate determined by the Board. If pets become a nuisance, they may be ejected at the discretion of the Board.

IX. Courtyard, Patio, and Deck Area

The following rules, regulations, and restrictions shall apply to the home's courtyard, patio and elevated deck area (if the home has a walkout basement with a deck).

A. Personal property not intended for use on the patio cannot be stored in the courtyard, deck or patio area to include but not limited to: wheelbarrows, bikes, mowers, kayaks, garden carts, garden tools, ladders. These items should be stored in the garage.

B. Low voltage string lights intended for outdoor use only may be strung across the patio or deck. The string lights should have clear bulbs with white lights, 15 watts or less, and should not exceed two (2) sets or 50' in total length. Lights can be attached to the home but not the fence. (See item I.)

C. Grading shall not be altered within or outside the courtyard patio area or under and near the deck so as to impact (i.) the stormwater drainage within or outside the courtyard patio or deck area or (ii.) the utilities provided to any home or amenity within the Community.

D. All music, video, and other activities that produce noise or sound within or around the courtyard patio or deck area shall be kept at a reasonable volume so as not to unreasonably disturb other residents within the Community. The time and day of the activity shall be a factor when determining the above.

E. Firepits located within the courtyard patio area shall be operated in compliance with the building code and all federal, state, and local laws. This includes only burning clean and seasoned wood or use of propane or natural gas.

F. Water features designed for outside use are permitted within the courtyard, patio or deck area; however, if the height of the water feature exceeds 48 inches in height, approval from the BOD is required prior to installation.

G. Owners shall be responsible for the maintenance of all improvements, landscaping, and turf grass located within their respective courtyard patio or deck area.

H. Items **Allowed Without Approval** by BOD (**Courtyard, Patio, Deck**)

- Trees, shrubs, plants not exceeding 8 feet in height
- Paver stones and stepping stones (must be neutral in color)
- Planter walls secured in the ground must match or be similar to the design existing in the community. Up to two (2) planter walls are permitted in a single courtyard area. Any variations from this standard require BOD approval. Planter walls must not exceed 8 feet tall.
- Decorative pergolas secured in the ground must match or be similar to the design existing in the community. Only one (1) decorative pergola is permitted in a single courtyard area. Any variations from this standard require BOD approval. Pergola height should not exceed 10 feet.
- Annual and perennial flowers
- Black/neutral mulch or stone (any other colors must be approved by the BOD)
- Bird feeders, bird baths
- Wind chimes (no more than one)
- Hanging planters mounted on the inside of the courtyard/patio fence from April-Oct but should be removed from Nov-March.
- Freestanding planters not to exceed 6 feet in height
- Paver stone on top of existing concrete pads or in new patio areas (pavers must be neutral in color)
- Gardening benches
- Raised garden beds (plantings within the raised beds shall not exceed 8ft in height from ground level).
- Addition of gates to the existing fence that match the current design of the existing fence

I. Items that **Require Approval**

- Any structural alteration to include awnings, property fences, porches, screening in existing porches, new concrete patios, etc.
- Outdoor fireplaces, pizza ovens or kitchens
- Anything that requires the addition of gas or electric lines
- Fence Lighting—No string lights are permitted to be attached to the inside/outside of the fence. Any other lights for the inside of the fence must be approved by the BOD.

- Any additions to fences intended to keep animals in or out

J. Any improvement to the courtyard patio or deck area not expressly authorized herein must be approved by the Board. Please reach out to the Management Company or BOD if there are any questions or concerns.

X. Parking/Vehicles

No boats, trailers, motor homes, trucks (larger than a ¾ ton pickup), travel trailers, or any vehicle with commercial advertising may be parked on any street or driveway overnight. Other vehicles used for recreation (van conversions/RVs) not garage-able, will be permitted to park in the driveway for forty-eight (48) hours to allow for loading and unloading. Such vehicles must not exceed twenty (20) feet in length and must not block normal access of other residents. Commercial moving vans, when conducting business, and commercial trucks, when in the area to perform service or repair work, are authorized exceptions.

All parking by residents or guests must be: (a) within the garage, (b) in a home's driveway, (c) in a designated common parking space within the Community, or (d) on one of the Community's interior streets but only on the side of the street, and within a location, where explicitly permitted. Each resident, including the resident's guests, shall not park on one of the common parking spaces more than four nights per month. Parking is prohibited on the concrete apron of a driveway. No vehicle may be parked in the common parking areas for more than forty-eight (48) consecutive hours. Vehicles parked there for more than forty-eight (48) hours are subject to being towed.

Inoperable vehicles (with flat tires, expired license tags, etc.), or vehicles that cannot be identified as belonging to an owner or resident, that are parked in a common area, street, or driveway for more than forty-eight (48) consecutive hours may be towed off the premises at the vehicle owner's expense. No repair work is permitted on vehicles in a driveway or common area except for short-term emergency work (flat tire, battery charge, etc.).

No vehicle shall be parked in any manner which blocks any street or driveway, or the ingress/egress to any garage other than the owner's garage. Reckless operation, excessive speed, and parking or driving on the lawn areas is prohibited.

XI. Community Amenities

The Board shall be permitted to create, modify, and enforce additional rules, regulations, and procedures related to the use, operation, and maintenance of the Community's common areas and common amenities.

XII. Trash and Recycling Collection

Trash and recycling containers shall not be set out prior to 5:00 p.m., the day preceding collection, and the containers must be picked up and put away by 9:00 p.m., the day of collection. Only trash containers with lids, or securely tied plastic bags, are permitted for trash disposal.

All trash and recycling for collection must be set out at the main street, next to the curb at the end of the driveway. Trash and recycling containers, when not set out for collection, must be kept inside the garage. Residents will be responsible for clean-up of trash spillage from the containers.

Recycling pickup may or may not be offered at the Community; however, if it is available, these procedures (above) must be followed.

XIII. Solicitation and Garage Sales

Solicitation by commercial enterprises is not authorized within the Community. Due to restricted parking availability, garage sales and tag sales are specifically prohibited, unless approved by the Board as a planned community activity.

XIV. Utilities

Unless directed otherwise in writing by the Board, owners are responsible for maintenance and payment of the utilities servicing their home and for calling to initiate service on the date of possession.

XV. Home Sales

Any owner who sells his or her home is responsible for:

A. Notifying the property manager of the change in ownership at the time a closing date is established.

B. Making certain all Association assessments are current.

C. Providing new owners with a copy of the recorded Declaration and a current copy of these Community Policies & Guidelines.

D. Providing new owners with keys to the mailbox, garage door openers, exterior garage door code, keys to patio/courtyard gate (if applicable).

XVI. Video Surveillance

The following restrictions apply to the installation and operation of front door (doorbell)

video recording devices and surveillance cameras installed outside of the home or installed inside the home and directed to record a location outside of the home. Recording devices must be operated in accordance with all applicable federal, state, and local laws.

A. Front Door (Doorbell) Recording Device:
Approval by the BOD is **not** needed for front door (doorbell) recording devices. They should meet the following guidelines for installation:

1. The recording device should fit flat against the exterior surface of the trim where it is mounted. The recording device shall not be installed on the home's siding or stone/brick.

2. If the device is removed for any reason, and not promptly replaced, the area where the device was removed shall be restored to its substantially similar original condition before the installation of the device, including, but not limited to, reinstalling the original doorbell, or a substantially similar doorbell, if the original doorbell was removed.

3. The device shall not be installed so as to record any of the following areas: inside another owner's home or courtyard patio or deck area; any common area so as to unreasonably interfere with the privacy, use, and enjoyment of said common area by the Community's residents.

B. Surveillance Cameras:
Owner must submit to the Board a written application describing the requested recording device and surveillance camera's model type, color, material, and location within or outside the home. Owner must receive written approval from the Board prior to the installation of any such improvement.

1. In the sole reasonable discretion of the Board, the color of the camera and its hardware must be substantially similar in tone and shade to the trim, and surrounding area, where the device is installed.

2. The camera must be installed within the front porch, courtyard patio or deck area, or at the rear of the home and must be mounted to the trim so as not to damage the siding or stone/brick.

3. If the camera and its accompanying hardware is removed for any reason, and not promptly replaced, the area where the device was removed shall be promptly restored to its substantially similar original condition before its installation.

4. The camera shall not be installed so as to record any of the following areas: inside another owner's home or courtyard patio or deck area; any common area so as to unreasonably interfere with the privacy, use, and enjoyment of said common area by a resident.

XVII. Amendments

These Community Policies and Guidelines may be subject to change periodically at the discretion and by a majority vote of the Board.

XVIII. Irrigation

Inground irrigation systems servicing an owner's lot are permitted in accordance with the terms outlined in the Irrigation Policies and Procedures, a copy of which can be obtained from the property manager. Prior to the installation of the irrigation system, an owner must submit to the Board a detailed plan and diagram illustrating where the irrigation system will be installed including full specifications and locations for all components of the irrigation system including, but not limited to, sprinkler heads, drip hoses, water lines, and the backflow device ("Plan"). A signed Irrigation Policies and Procedures, including the neighbor consent form that must be signed by all neighbors with whom owner shares a property line, shall be included with the Plan submitted to the Board. Owner must receive written approval from the Board prior to initiating construction and installation of the irrigation system.

XIX. POD Storage

If an owner or resident wishes to utilize POD storage for moving or storage purposes, owner and resident shall abide by the following conditions:

A. The POD shall be placed on the home's driveway (not on the sidewalk or apron) using protective measures so as not to scratch or cause damage to the home, driveway, or grading and sod.

B. The POD shall not be delivered until after the closing of the home's purchase.

C. Owner is responsible for securing all personal property within the POD and shall bear all risk of damage, loss, and theft of said personal property.

D. The POD shall be removed from the home's driveway within five calendar days after its delivery.

E. Owner shall be liable for any damage caused to the home, driveway, sidewalk, street, grading and sod, or common area as a result of the delivery, use, and transportation of the POD.

XX. Generator Guidelines

Prior to commencement of any work related to the installation of a permanent backup or standby generator (portable generators are prohibited) powered by natural gas or gasoline (via a built-in fuel tank) or via Solar Energy System; owner shall submit an application to, and obtain written approval from, the Design Review Committee (DRC) or the Board while acting as DRC.

A. The application shall include the following:

1. The generator specifications including the type, make or model, dimensions, color, standby power rating, maximum power rating, fuel type, operating sound level, sound enclosure size, and any other details subsequently requested by the Board.
2. Drawings containing the proposed location of the generator, wiring diagram, and any other elements subsequently requested by the Board.
3. Copies of all requisite municipal approval/permits, if applicable.
4. If owner intends to install screening and/or landscaping associated with the generator, a diagram and detailed description of said screening and/or landscaping.

After all requested information has been received by the Board, the Board shall thereafter approve or deny the application within thirty (30) days of its receipt of all requested information.

B. Owner shall comply with the following during the installation of the generator:

1. The generator and all related improvements shall be installed by a licensed electrician in accordance with the requisite municipal building code.
2. Permanent generators are permitted solely within the courtyard patio area or at the rear of the home; or inside the garage if connected to a solar energy system.
3. If using a solar energy system for a whole house solar generator or solar battery backup system, all policies for the solar energy system will need to be followed and those specification should be included with the generator application submittal process.
4. Generators shall be installed on a solid foundation such as concrete (extension of the courtyard patio concrete pad requires Board approval); if using a solar energy system, all components other than solar panels must be installed inside the garage on an exterior wall. All Generators and any applicable components must be installed to manufacturer specifications.
5. Any gas lines providing natural gas to the generator must be buried and/or encased in a steel conduit depending on the installation location; and must meet local codes.
6. Owner shall be responsible for the cost to repair any damage caused to owner's home, a neighboring home, or common area during the installation of the generator.
7. Generators must maintain a minimum clearance from the home and located away from windows, doors, other improvements, and standing water in accordance with the manufacturer's guidelines.

8. The Board shall have the right, but not the obligation, to inspect the generator to verify compliance with these guidelines.
9. Owner is prohibited from making material revisions to the generator or related improvements without prior written approval from the Board.
10. The generator shall be located as follows:

    i. The exhaust shall be aimed away from any home or structure (or planned future home or structure).
    ii. The exhaust shall not be directed at any patio area or common area where people congregate.
    iii. No plants, shrubs, or other combustible materials are permitted within five (5) feet of the exhaust end of the generator, or three (3) feet of the generator's sound enclosure, to ensure proper generator cooling.

C. Owner shall maintain and operate the generator in accordance with the following:

1. Owner shall maintain and operate the generator in a working and aesthetically pleasing condition (as reasonably determined by the Board) following the manufacturer's guidelines and in compliance with all federal, state, and local laws, codes, and regulations.
2. Owners are prohibited from storing combustible fuels (such as gasoline or diesel) inside their home or courtyard.
3. The generator's sound enclosure shall keep the generator's operating noise level to no greater than 80 dB(A).
4. The generator shall be powerful enough to start and run the home's sump pump, central air conditioning, as well as the home's other appliances and electronics.
5. Owners are required to program their generator's automated regular testing (exercise timer/cycle) on Wednesday at Noon
6. If the generator is not properly maintained in accordance with these guidelines or is no longer operational and owner fails to restore or repair the generator within a 30-day period after receiving notice from the Board, the generator shall be removed by owner and the surrounding area substantially restored to its condition prior to the initial installation of the generator. If owner elects to remove the generator for any reason, owner shall restore the surrounding area to its condition prior to the initial installation of the generator.

XXI. Awning Policy and Procedure

All awnings to be installed must first receive written approval from the Board of Directors that will be facilitated by submitting an Application for Exterior Improvement to the Property Management Company.

Awnings are permitted in the courtyard/patio area only in accordance with the terms outlined in the Awning Policies and Procedures, a copy of which can be obtained from the

Management Company or at the rear of this handbook. Prior to the installation of the awning, an owner must submit a detailed plan and diagram illustrating where the awning will be installed including full specifications. A signed Awning Guidelines form must be signed by the homeowner and shall be included with the plans submitted to Management. The owner must receive written approval from the Board prior to initiating installation of the awning.

XXII. Hot Tub Guidelines

Hot tubes are permitted in the courtyard only in accordance with the terms outlined in the Hot Tub Guidelines, a copy of which can be obtained from the property manager or found at the end of this handbook. Prior to the installation of the hot tub, an owner must submit to the Board a detailed plan and diagram illustrating where the hot tub will be installed, including full specifications and locations for all components of the hot tub. A signed Hot Tub Guidelines form must be signed by the homeowner and shall be included with the Plan submitted to the Board. Owner must receive written approval from the BOD prior to initiating installation of the hot tub or other courtyard improvements for the hot tub.

XXIII. Solar Energy Systems

A Solar Energy System ("System") is defined as a solar photovoltaic device whose primary purposes is to use solar energy to produce electricity, including, without limitation, solar panels and solar shingles. This System includes any device manufactured and sold for the sole purpose of facilitating the collection and beneficial use of solar energy.

Solar Energy Systems must be approved in writing by the Design Review Committee (DRC) or the Board while acting as DRC, which may approve or deny an Owner's application in its sole discretion in accordance with the below rules and regulations adopted by the Board.

Prior to the installation of any such System, an Owner shall be required to submit a complete application to the Design Review Committee providing the following information and such other information required by the Design Review Committee or the Board:

A. A to-scale diagram prepared by Owner's contractor installing the System precisely depicting and describing where all improvements associated with the System will be installed and located.

B. The System shall only be permitted to be installed on the roof of the dwelling and in such a way that it is not visible from the street; rear installation is preferred.

C. Photographs of the roof area upon which the System will be installed.

D. The materials to be used, a manufacturer's description of the System, photographs or pictures of the System, and the colors of the System.

E. The proposed timeline for the installation of the System.

F. Any other information the Design Review Committee may reasonably require.

The following (and any additional guidelines adopted by the Board) are the guidelines for the installation of a System:

A. Owners are urged to check with a contractor, engineer, or other professional to determine whether installation may impact their roof warranty or other aspects of their home. Approval of an Owner's installation is not a representation or warranty by the Board or Design Review Committee that the System chosen by an Owner is safe or is compatible with the Owner's roof. An Owner assumes all risks associated with installation of a System.

B. Systems may only be installed in locations approved by the Design Review Committee. Unless otherwise approved by the Design Review Committee, the System may not be installed in a location other than on the roof of the dwelling of the Owner installing the System and must be installed within the actual boundaries or edges of the roof area; cannot overhang any portion of the edge of the roof; shall follow the existing roof pitch; and shall not extend more than 12" above the surface of the roof.

Subject to the review and approval of the Design Review Board, Solar Energy Collection Devises may be located in other locations on a dwelling if the cost or the efficacy of the Solar Collection Devices would be significantly impacted by installation on the roof of the dwelling and in such a way that it is not visible from the street.

The System shall not be placed or arranged in a manner that reflects unreasonable glare onto adjacent buildings, properties, or roadways.

C. Surface panels (i.e. mounted to the walls, siding, or on the ground) are prohibited.

D. Roof-mounted solar panels and solar shingles must conform to existing roofing geometry, must be generally flush with the roof, and must be installed at the same angle and slope of the roof. The top edge of the panels may not extend above the roof peak and must be located entirely within a boundary defined by the roof eaves and peak. The panel distance above the existing roof surfaces must be minimized as much as possible.

E. The color of the System and its visible components should be substantially similar to the color of the home's roof shingles. The Design Review Committee shall

determine, in its sole discretion, whether the color of the System and its visible components is acceptable in appearance.

F. Solar panels and shingles must have sufficient glare resistance so as not to cause any reflection or be a nuisance to other Owners. All solar panels and shingles must have a textured or matte finish.

G. In no event shall solar panels or solar shingles extend beyond the roof line.

H. Any exposed electrical conduit must be colored (e.g. powder coated) to be color-matched to the roof. Electrical connections must be hidden to the extent possible and placed inconspicuously when viewed from all angles.

I. The frame, support bracket, or visible piping or wiring must be a silver, bronze, or a black tone commonly available in the marketplace.

J. The System must be professionally installed by a licensed solar contractor in accordance with the manufacturer's guidelines; contractor shall also be bonded and insured.

K. All equipment associated with the System must be properly maintained in a neat and attractive condition, as determined by the Board, and in accordance with the manufacturer's guidelines. If the System (i) becomes inoperable and is not repaired within thirty (30) days of becoming inoperable, (ii) is no longer being used for a continuous period of time equal to thirty (30) days, or (iii) is not properly maintained and Owner fails to cure said failure to maintain within thirty (30) days of Owner's receipt of such notice from the Board, within sixty (60) days of such occurrence the Owner shall remove the System (including all components) and, to the extent reasonably practicable, restore the home and its roof to its preexisting original condition prior to the installation, use, and removal of the System.

L. At its discretion, the Board and/or Design Review Committee shall each have the right from time-to-time to apply other criteria for installation of Systems based upon a Lot's location, harmony of design, visibility to other homes, suitability of materials and contractors, workmanship, and effect on property values. Owner's applications will be considered individually. What is approved for one Owner/Lot may not be approved for another if the Board and/or Design Review Committee, in good faith, believes those considerations and circumstances are substantially different. In general, however, the same guidelines will apply to all Lots.

M. The Design Review Committee may, but is not required to, inspect the Lot upon completion of installation to determine whether the System was installed in compliance with these guidelines and the Owner's application.

XXIV. Enforcement/Collection Policy

Section 1. Assessments

1. Each year the Board shall establish an annual Operating Assessment ("Operating Assessment") for each Lot to cover routine operating costs based on an approved annual budget. The Operating Assessment shall be payable in full within ten (10) calendar days of the date on which such Operating Assessment is issued, provided that the Board may determine to allow payments in monthly, quarterly, or semi-annual installments. The Board may change the amount of the Operating Assessment if anticipated expenses increase or decrease, as deemed necessary by the Board. All Assessments and fees are due without notice, demand, deduction, or offset.

2. In addition to the Operating Assessment, the Board may, from time to time, approve a Special Assessment to pay for unanticipated operating deficiencies or to pay for capital expenditures not regularly budgeted and not to be paid out of monetary reserves, such as costs for major capital improvement replacements and for major new capital improvements, or any other similar purpose determined appropriate by the Board in furtherance of its functions under the Association Governing Documents. The Special Assessment shall be due and payable on fewer than thirty (30) calendar days written notice.

3. The Board may levy an Individual Lot Assessment against any Lot and its Owner(s) to reimburse the Association for costs incurred on behalf of that Lot, or as a consequence of any act or omission by any Owner, Occupant, or invitee thereof, including without limitation, costs associated with making repairs and/or performing maintenance that is the responsibility of the Owner of that Lot; costs of additional insurance premiums reasonably allocable to an Owner because of use of Improvements on that Lot; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; administrative charges for violations of the Association Governing Documents, late charges, and interest on delinquent Assessments, and costs of collection of delinquent obligations to the Association, including, but not limited to, attorneys' fees and court costs, and all other charges reasonably determined to be chargeable solely to a Lot and its Owners.

4. The following actions may be taken when Assessments and/or fees are delinquent:

   a) An annual interest rate of the lesser of (i) twelve percent (12%) or (ii) the highest rate permitted by law shall be charged monthly to Lot Owners who have not paid within ten (10) calendar days after the date the Assessment, installment of Assessment, or any portion thereof became due.

   b) A late fee in the amount of $25.00 per month will be charged monthly to Lot Owners who have not paid within ten (10) calendar days after the date the Assessment, installment of Assessment, or any portion thereof became due. The

late charge is expected to be paid along with the delinquent Assessments and fees, and the account will continue to be considered delinquent until the full amount is paid. Lot Owners who feel they were charged a late fee in error must submit their reasoning in writing to Association Manager, who will pass it to the Board for review.

c) An administrative collection charge determined by the Management Company will be charged monthly to Lot Owners who have not paid within ten (10) calendar days after the date the Assessment, installment of Assessment, or any portion thereof became due. This amount shall be a cost of collection and paid to the Association Manager.

d) The Association shall credit payments made by a Lot Owner in the following order of priority: first to interest owed to the Association; second, to administrative late fees owed to the Association; third, to collection costs, including, but not limited to, attorneys' fees and paralegal fees incurred by the Association; and fourth, to principal amounts the Lot Owner owes to the Association, applying to the oldest principal amounts first.

e) If any Lot Owner is late more than sixty (60) calendar days in the payment of Assessments and/or fees, the Association may instruct legal counsel to send the Lot Owner a demand letter and all costs of the demand letter, including attorney's fees, if any, will be charged to the Lot Owner.

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f) If any Lot Owner is late more than ninety (90) calendar days in the payment of Assessments and/or fees, the Association may place a lien on the delinquent Lot and the Lot Owner will be responsible for all costs related to the preparation, filing, and recording of the lien, including attorney's fees.
The lien shall be a continuing lien and provide for all subsequent amounts delinquent after the filing of the lien, including all subsequent Assessments that are not paid, late fees, legal fees (attorney's fees, court costs, filing fees, paralegal fees) and other charges allowable under the Association's governing documents and rules and regulations adopted by the Board.

g) If the Assessments and/or fees continue to remain unpaid past one hundred twenty (120) calendar days, the Association may, at its discretion, instruct legal counsel to send a final demand letter advising the Lot Owner(s) that unless the Owner enters into a repayment plan acceptable to the Board or pays the amounts owed to the Association in full, a foreclosure and/or collection action may be commenced against the Owner and/or the Lot.

h) Lot Owners thirty (30) calendar days delinquent or more on an Assessment or fee forgo their voting rights upon Association matters and their privileges to use the Association Common Elements (as applicable) except for necessary ingress and egress to the Owner's Lot, until the Assessment(s) and/or fee(s) are paid.

i) Notwithstanding the foregoing, in an effort to protect the interests of the Association, the Board may choose to take any of the foregoing actions at any time, in any order, and for any amount, as well as any action not delineated herein, so long as such action is authorized by the Declaration or the other Association Governing Documents and the Ohio Revised Code.

Section 2. Damage or Violations; Individual Lot Assessments

1. Community inspections may be performed periodically to ensure that all Lots and Lot Owners are in compliance with the Association Governing Documents and the current community policy and guidelines.

2. Any Lot Owner or Occupant may make a written allegation as to property damage or a violation of the Declaration, Code of Regulations, or the rules adopted by the Board. The person making the allegation must be identified in the allegation, and must be willing to testify at any hearing regarding the alleged damage or violation. The Board, upon its own motion, or direction of the Association, may make written or oral allegations concerning property damage or violations of the Declaration, Code of Regulations, or the rules adopted by the Board. The Board or designee of the Board shall investigate the alleged damage or violation and determine whether damage or a violation exists.

3. The Board or designee of the Board shall give the offending Lot Owner(s) written notice of the damage or violation and request the Lot Owner(s) cure the damage or violation. The Board or designee of the Board may, at its discretion, give the offending Lot Owner(s) a second written notice of the damage or violation. Prior to imposing a charge for damages or an enforcement Assessment for any violation of the Declaration, Code of Regulations, or the rules adopted by the Board, the Board shall give the Lot Owner(s) a written notice that includes the following:

a. A description of the property damaged or of the violation of the restriction, Rule, or regulation allegedly violated;

b. The amount of the proposed Individual Lot Assessment;

c. A statement that the Lot Owner has a right to a hearing before the Board to contest the proposed Individual Lot Assessment by delivering to the Board a written notice requesting a hearing within ten (10) calendar days after the owner receives written notice of the proposed Individual Lot Assessment; and

d. In the case of a charge for violation of a restriction, Rule, or regulation, a reasonable date by which the Lot Owner must cure the alleged violation to avoid the proposed Individual Lot Assessment.

4. At its discretion, the Board or designee of the Board may notify the offending Lot Owner(s) of the sanction the Association proposes to levy against them, and an Individual Lot Assessment of $25 will be charged to the offending Lot Owner(s). Any subsequent notification regarding the same or substantially similar damage or violation will result in an additional Individual Lot Assessment to increase at an interval of $25 per recurrence of the same damage or violation, not to exceed $100 per occurrence. All sanctions imposed by the Association shall be fair and reasonable and shall be imposed in a uniform manner on all Lot Owners.

5. The Board has the authority to file legal proceedings at any time to enforce the provisions of the Declaration, Code of Regulations, or the rules adopted by the Board. All costs of any enforcement action, including all attorney's fees, court costs, filing fees, and paralegal fees, will be added to the offending Lot Owner's account.

6. The offending Lot Owner(s), at the discretion of the Board, may be permitted a reasonable time to cure a violation before incurring a charge for damages and Assessment.

Section 3. Hearing

l. To request a hearing, the Lot Owner(s) shall deliver a written notice to the Board not later than the tenth (10^{th}) day after receiving the notice of the damage or violation. If the Lot Owner(s) fail to make a timely written request for a hearing, the right to that hearing is waived, and the Board may immediately impose a charge for damages or an Individual Lot Assessment.

2. If a Lot Owner timely requests a hearing, at least seven (7) calendar days prior to the hearing, the Board shall provide the Lot Owner with a written notice that includes the date, time, and location of the hearing.

3. The Board shall not levy a charge for damages or Individual Lot Assessment before holding any hearing requested by the Lot Owner if timely requested in writing.

4. Within thirty (30) calendar days following a hearing at which time the Board imposes a charge or Assessment, the Association shall deliver a written notice of the charge or Assessment to the Lot Owner(s).

Section 4. Notice

Except as otherwise specifically required by the Association Governing Documents or applicable law, notices, demands, or other communications to a Lot Owner shall be given in writing by (a) personal delivery, or at the Lot, or by depositing such notice in the U.S. Mail first class, postage prepaid, to the address of the Lot Owner as shown by the records of the Association, or as otherwise designated in writing by the Lot Owner, or (b) by electronic mail to any Lot owner who has voluntarily provided the Association, in writing, with a designated electronic mailing address.

Section 5. Enforcement

The provisions of the Association Governing Documents may be enforced by any proceeding at law or in equity by the developer, any owner, the Association, the Board, the Design Review Committee, and each of their respective heirs, successors, and assigns, against any person violating, or attempting to violate, any covenant, restriction, Rule or provision of the Association Governing Documents, to restrain and/or enjoin any 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 attorney's fees, in connection with any violation. Failure of the developer, the Association, the Board, the Design Review Committee, or any Owner to enforce any provision of the Association Governing Documents or the Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision.

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COURTYARD AWNING POLICIES AND PROCEDURES

Courtyards of Glenshire HOA

Following is the Board approved policy for awnings in the Courtyards of Glenshire.

A. ALL awnings to be installed must first receive the written approval from the Board that will be facilitated by submitting an Application for Alteration / Modification to the Property Manager. The Property Manager will submit to the Board at an upcoming Board Meeting for consideration.

B. ALL Applications must include necessary information to include but not limited to:
   1. Size
   2. Shape
   3. Height
   4. Mounting
   5. Structure
   6. Sketch showing plan and elevation in relation to the home.
   7. Brand and colors of awning materials shall be solid in color and must match the trim or siding color of the home only.

C. As guidance to complete the form and submittal, the following direction should be followed:
   1. Awnings will be used or extended only during the period of April 1st – October 31st and will be retracted when the residence is unoccupied for more than two hours. The timeline is in place to protect the awning from damage in the severe weather.
   2. The homeowner is responsible for regular maintenance, cleaning, care, repair and replacement of awning to ensure that the unit operates electrically, as well as with a hand crank, the wind sensor function properly and the awning fabric is in good condition. Inspections to confirm satisfactory operation and condition are to be performed by the owner each year when the awning is first used.
   3. Damage to the home or neighboring homes caused by the awning is the responsibility of the owner.
   4. If the awning is damaged or the home is damaged from the awning, it must be repaired within a 45 – day period and restored to its original condition. If the repair time is estimated to be longer than 45 days, the owner must provide a written estimate (from the repair company/parts provider) with an explanation of what need to be done to get the unit operating again. Owners must request relief from the Association if the awning cannot be repaired during the 45-day period, and the owners may be granted up to an additional 45-day extension to make the necessary repairs. If the awning cannot be repaired in the time agreed upon by the board with the owner, the awning must be removed completely, and the exterior of the home repaired.
   5. When the residence is to be sold, the seller agrees to disclose to the buyer that an awning was installed, and it will become the responsibility of the new homeowner and they must follow the Association's awning policies.
   6. All fasteners, metals, grommets shall be made of material that will not rust.
   7. The awning must be kept in its original condition and maintained, or it may be requested to be removed or caused to be removed by the Association.
   8. ALL expenses associated with the awning are the responsibility of the Resident / Homeowner including, but not limited to, all installation, removal, damage, fees, permits, damage to other property should the awning create damage for any reason, etc.
   9. If an awning is erected in such a manner to block access to the gutter for cleaning, painting, or maintenance; the Resident / Homeowner is responsible for any additional cost for such work. No trades on behalf of the Association or Epcon will move or remove the awning for maintenance with the exception of permanent removal as stated above.

I/We, the undersigned, understand the Awning policy and requirements and agree to abide by them.

_____	_____	_____
Homeowner(s) Printed Name	Homeowner's Association Home Address	Date

_____ _____

Signature(s)

HOT TUB GUIDELINES

Courtyards of Glenshire HOA

Owner shall be solely responsible for obtaining the requisite approval from the municipality and Board for any subsequent alterations or improvements to the home associated with a hot tub. During the initial home-building process, selection of an option related to a hot tub, including, but not limited to, an additional electrical outlet within the courtyard patio area, shall neither be construed as explicit nor implicit approval of the installation of a hot tub. Prior to commencement of any work related to the installation of a hot tub, the owner shall submit an application to, and obtain written approval from, the Board.

A. The application shall include the following:

1. The hot tub specifications including the make and model, dimensions, color, and any other specifications subsequently requested by the Board;
2. The hot tub location must be specified on the lot survey along with any drawings containing the proposed location of the hot tub, wiring diagram, and any other elements subsequently requested by the Board;
3. If any components are added after the initial home construction, the owner is responsible for obtaining any building and/or electrical permits from the appropriate municipality. Copies of all requisite municipal approval/permits must be submitted with the application, if applicable;
4. The owner is required to obtain and maintain insurance coverage for the hot tub while it is installed at the home; this includes, but is not limited to general liability coverage providing coverage against any claim for damage and injury resulting from the installation, maintenance, and use of the hot tub; and,
5. A signed waiver acknowledging that installation of the hot tub voids any remaining limited warranty associated with any portion of the home altered during the installation or use of the hot tub.

After all requested information has been received by the Board, the Board shall thereafter approve or deny any complete application within thirty (30) days of its receipt of all requested information. Incomplete applications will be returned to the owner for resubmission.

B. Owner shall comply with the following during the installation of the hot tub:

1. Owner shall install the hot tub and all related improvements in accordance with the manufacturer's guidelines and all state and local laws, codes, and regulations;
2. No exposed conduit shall be used to relocate wiring and all outlets and receptacles shall be flush mounted;
3. The color of the hot tub, its cover, and its visible accessories shall be neutral earth tones that match or complement the exterior colors of the home;
4. Hot tubs are permitted solely within the courtyard patio area and the hot tub placement should allow for reasonable access for maintenance to the exterior of the home and neighboring home for repairs as

needed.

5. Hot tubs shall be installed on a solid foundation limited to a professionally installed concrete base, gravel base, or a prefabricated spa pad (extension of the courtyard patio concrete pad requires Board approval); specifications are to be included within the application.
6. Owner shall be responsible for the cost of repairing any damage caused to the owner's home, a neighboring home, or common area during the installation of the hot tub.
7. The Board shall have the right to inspect the hot tub to verify compliance with these guidelines; and,
8. After installation the owner is prohibited from making material revisions to the hot tub or related improvements without prior written approval from the Board.

C. Owner shall maintain and operate the hot tub in accordance with the following:

1. The owner shall maintain the hot tub in a working and aesthetically pleasing condition following proper sanitization procedures (chemicals, Ph levels, etc.) in accordance with the manufacturer's guidelines and all state and local laws, codes, and regulations.
2. The owner shall maintain a fenced enclosure around the courtyard where the hot tub is located at all times.
3. The owner shall keep the lid to the hot tub closed and locked at all times when not in use.
4. The owner shall not drain the hot tub onto any lawn or common area; drainage shall be completed in accordance with the local municipality requirements;
5. No pump, heater, or other mechanical equipment used in the operation of the hot tub which produces noise in excess of 80 decibels shall be permitted; and
6. If the hot tub is not properly maintained in accordance with these guidelines or is no longer operational and owner fails to restore or repair the hot tub within a 30-day period after receiving notice from the Board, the hot tub shall be removed by owner and the surrounding area substantially restored to its condition prior to the initial installation of the hot tub; and,
7. If the owner elects to remove the hot tub for any reason, owner shall restore the surrounding area to its condition prior to the initial installation of the hot tub.

I/We, the undersigned, understand the hot tub policy and requirements and agree to abide by them.

_____	_____	_____
Homeowner(s) Printed Name(s)	Homeowner's Association Home Address	Date

_____	_____
Signature(s)	

IRRIGATION POLICIES AND PROCEDURES

Courtyards of Glenshire HOA

In conjunction with the terms outlined in the Community Policies and Guidelines, these Irrigation Policies and Procedures shall govern the approval, installation, operation, and maintenance of inground irrigation systems within the Community. The undersigned ("Homeowner") understands and agrees to these Irrigation Policies and Procedures.

1) Prior to the installation of the irrigation system, Homeowner must submit to the Association Board a detailed plan and diagram illustrating where the irrigation system will be installed including full specifications and locations for all components of the irrigation system including, but not limited to, sprinkler heads, drip hoses, water lines, and the backflow device ("Plan"). A signed Irrigation Policies and Procedures, including the attached Neighbor Consent Form, shall be included with the Plan submitted to the Association Board. Homeowner must receive written approval from the Association Board prior to initiating construction and installation of the irrigation system.
2) After receiving Board Approval, and prior to any construction and installation activities, Homeowner shall obtain all requisite local municipal approvals (City, County, Township, and/or any master association, as applicable), permits, and inspections pertaining to the irrigation system and the backflow device. Homeowner shall also be responsible for any requisite annual inspections.
3) The irrigation system must be installed by an irrigation contractor certified by the Irrigation Association.
4) All irrigation improvements shall be located within Homeowner's lot or within the courtyard easement that benefits Homeowner's lot, as defined in the Community's Declaration of Covenants.
5) When the irrigation system operates the disbursement of water shall be solely contained within Homeowner's lot and the courtyard easement area benefiting Homeowner's lot. No water from the irrigation system shall be disbursed onto common area or any adjacent lot including, but not limited to, onto any structures, improvements, or adjacent homes. Homeowner shall be responsible for indemnifying the Association and other homeowners within the Community for any damage caused by the irrigation system to another home, lot, or common area within the Community.
6) Due to the Community's layout, and in an effort to create a cohesive neighborly community, Homeowner shall share the Plan with all homeowners with whom Homeowner shares a property line and Homeowner shall obtain said neighbors' consent to the Plan in the form of the neighbors' signature on the attached Neighbor Consent Form.
7) Homeowner understands and agrees Epcon, the Community's homeowners association ("Association"), and the Association's contractors, including landscape contractor, shall not be held responsible for any damage to the irrigation system, including damage to the irrigation heads, that occurs during Epcon's initial construction of the Community and the performance of maintenance to the Community that is the obligation of the Association to perform pursuant to the Community's Declaration of Covenants. Epcon, Association, and Association's

contractors do not warrant, and shall not repair damage to, the irrigation system or its components. However, the Association Board will do its best reasonable effort to notify Homeowner prior to the performance of any maintenance services that could cause damage to the irrigation system, such as lawn aeration, so that Homeowner can mark the irrigation lines and take other necessary precautions to prevent damage to the irrigation system. Homeowner is solely responsible for any damage caused to the irrigation system, including its components, as a result of aeration, maintenance, and other services performed to the Community that are the obligation of the Association to perform pursuant to the Community's Declaration of Covenants regardless of whether Homeowner received prior notice from the Association of said aeration, maintenance, and other services.

8) Homeowner shall initiate communication with the Community's Property Manager to learn the lawn maintenance schedule to ensure the irrigation system does not operate 24 hours prior to mowing to prevent mowing ruts due to saturated turf. Notwithstanding the foregoing, Homeowner shall be solely responsible for the repair costs associated with any damage caused by (i) Homeowner's failure to comply with this paragraph, (ii) a change in the lawn maintenance schedule, (iii) or any miscommunication (or lack of communication) related to the lawn maintenance schedule.
9) Homeowner is solely responsible for opening, maintaining, and winterizing (during the months November through March) the irrigation system including any required annual backflow testing.
10) If the irrigation system is no longer actively operated for a period of thirty (30) consecutive days during the months of April through September, Homeowner shall properly disconnect the irrigation system to prevent potential future leaks.
11) Upon the sale of Homeowner's home, Homeowner shall provide a copy of these Irrigation Policies and Procedures to the buyer.

The undersigned understands and agrees to these Irrigation Policies and Procedures and shall diligently abide by its terms.

Homeowner(s):

_____ _____

(signature) (date) (signature) (date)

IRRIGATION POLICIES AND PROCEDURES
Courtyards of Glenshire HOA

NEIGHBOR CONSENT FORM
IRRIGATION SYSTEM

The undersigned offers his or her signature solely for the purpose of documenting that _____ (the "Homeowner" whom shares a property line with the undersigned's home) has notified the undersigned of (i) Homeowner's intention to install an irrigation system within Homeowner's lot servicing Homeowner's lot and (ii) the requirement for Homeowner to install, maintain, and operate said irrigation system in accordance with the terms outlined in the Community's Irrigation Policies and Procedures.

_____	_____
(signature) (date)	(signature) (date)
_____	_____
(print name)	(print name)
_____	_____
(address)	(address)
_____	_____
(signature) (date)	(signature) (date)
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(print name)	(print name)
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(print name)	(print name)
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(address)	(address)
_____	_____
(signature) (date)	(signature) (date)
_____	_____
(print name)	(print name)
_____	_____
(address)	(address)

INVISIBLE FENCE POLICIES AND PROCEDURES

Courtyards of Glenshire HOA

In conjunction with the terms outlined in the Community Policies and Guidelines, these Invisible Fence Policies and Procedures shall govern the approval, installation, operation, and maintenance of an invisible fence within the Community. The undersigned ("Homeowner") understands and agrees to these Invisible Fence Policies and Procedures.

1) Prior to the installation of the electric fence, Homeowner must submit to the Association Board a detailed plan and diagram illustrating where the invisible fence will be installed including full specifications and locations for all components of the system including, but not limited to, fence location and connection points. A signed Invisible Fence Policies and Procedures, including the attached Neighbor Consent Form, shall be included with the Plan submitted to the Association Board. Homeowner must receive written approval from the Association Board prior to initiating construction and installation of the invisible fence.
2) After receiving Board Approval, and prior to any construction and installation activities, Homeowner shall obtain all requisite local municipal approvals (City, County, Township, and/or any master association, as applicable. The Village of Granville requires permits for invisible fence installation.
3) The invisible fence system must be installed by a licensed contractor.
4) All invisible fence improvements shall be located within Homeowner's lot or within the courtyard easement that benefits Homeowner's lot, as defined in the Community's Declaration of Covenants.
5) Due to the Community's layout, and in an effort to create a cohesive neighborly community, Homeowner shall share the Plan with all homeowners with whom Homeowner shares a property line and Homeowner shall obtain said neighbors' consent to the Plan in the form of the neighbors' signature on the attached Neighbor Consent Form.
6) Homeowner understands and agrees the Community's homeowners association ("Association"), and the Association's contractors, including landscape contractor, shall not be held responsible for any damage to the invisible fence system, including damage to the fence or connection points, and the performance of maintenance to the Community that is the obligation of the Association to perform pursuant to the Community's Declaration of Covenants. Association and Association's contractors do not warrant, and shall not repair damage to, the invisible fence system or its components. However, the Association Board will do its best reasonable effort to notify Homeowner prior to the performance of any maintenance services that could cause damage to the invisible fence system, such as lawn aeration, so that Homeowner can mark the fence locations and take other necessary precautions to

prevent damage to the system. Homeowner is solely responsible for any damage caused to the invisible fence system, including its components, as a result of aeration, maintenance, and other services performed to the Community that are the obligation of the Association to perform pursuant to the Community's Declaration of Covenants regardless of whether Homeowner received prior notice from the Association of said aeration, maintenance, and other services.

7) Homeowners are solely responsible for maintaining the invisible fence system.
8) If the invisible fence system is no longer actively operational the Homeowner shall properly disconnect the system.
9) The Invisible Fence shall not be installed in the front or side of the home other than minimal needs to contain the pet from escape using the front or garage door and/or along the side of the home to allow the fence to have a continuous loop for power. The fence should be installed to contain the pet in the back of the home only and not allow freedom to inhabit the side or front of the home. Details, including distances from the side of the home, front of the home, and rear of the home should be detailed on a plot map at the time of application submission.
10) Upon the sale of Homeowner's home, Homeowner shall provide a copy of these Invisible Fence Policies and Procedures to the buyer.

The undersigned understands and agrees to these Invisible Fence Policies and Procedures and shall diligently abide by its terms.

Homeowner(s):

_____ _____

(signature) (date) (signature) (date)

INVISIBLE FENCE POLICIES AND PROCEDURES

Courtyards of Glenshire HOA

NEIGHBOR CONSENT FORM
INVISIBLE FENCE

The undersigned offers his or her signature solely for the purpose of documenting that _____ (the "Homeowner" whom shares a property line with the undersigned's home) has notified the undersigned of (i) Homeowner's intention to install an invisible fence system within Homeowner's lot servicing Homeowner's lot and (ii) the requirement for Homeowner to install, maintain, and operate said invisible fence system in accordance with the terms outlined in the Community's Invisible Fence Policies and Procedures.

_____	_____
(signature) (date)	(signature) (date)
_____	_____
(print name)	(print name)
_____	_____
(address)	(address)
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