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MATT NOLAN, AUDITOR
WARREN COUNTY, OHIO

MAY 26 2021

MATT NOLAN
AUDITOR, WARREN CO. OHIO



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LINDA ODA
WARREN COUNTY RECORDER
2021-024542

DECLARATION
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Pickrel, Schaeffer
& Ebeling

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE TOWNES AT UNION VILLAGE HOMEOWNERS' ASSOCIATION, INC.**

This Instrument Prepared By:
David H. Montgomery, Esq.
Pickrel, Schaeffer and Ebeling Co., LPA
2700 Stratacache Tower
40 North Main Street
Dayton, Ohio 45423

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE TOWNES AT UNION VILLAGE**

THIS DECLARATION, creating covenants, conditions and restrictions, is made on the date hereinafter set forth by CHARLES V. SIMMS DEVELOPMENT COMPANY, LTD., an Ohio corporation, (hereinafter referred to as "Declarant"), under the circumstances summarized in the following Recitals which utilize capitalized terms as defined in Article I of this Declaration.

RECITALS

A. Declarant is the owner of the Property, located in the Turtlecreek Township, Warren County, Ohio, and it is the desire and intent of the Declarant to develop and maintain the Property as a single family residential planned community consisting of Lots on which Dwelling Units are to be constructed, together with Common Element, for the use, enjoyment and benefit of the Owners.

B. Pursuant to Chapter 5312 of the Ohio Revised Code, being the Planned Community Act (the "Act") Declarant desires to establish a plan of covenants, conditions, restrictions, and private assessments to provide for the preservation of the values and amenities in the Property. To accomplish these ends, Declarant is making this Declaration and has formed the Association to own the Common Element and any amenities located therein and to enforce and administer the provisions hereof.

C. The Property is a part of an approximate 1,200± acre mixed use project commonly known as Union Village a development which is and will remain subject to a Declaration of Covenants, Conditions, Restrictions and Easements filed on November 26, 2019 as Instrument Number 2019-036337 of the Records of Warren County, Ohio, Recorder's Office as previously amended or as the same shall be subsequently amended (the "Master Declaration"). This Declaration is a Supplemental Declaration as defined in Section 1.40 of the Master Declaration and as described in Section 2.06 of the Master Declaration.

D. Declarant is establishing this plan and in doing so expressly recognizes the plan of covenants, conditions, restrictions and private assessments established by the Master Declaration and all of the provisions created in regard thereto, including without limitation those related to design review procedures, general community standards, Union Village assessments, and other regulations impressed upon the Property by Union Village Development Company or by the Union Village Neighborhood Association, Inc. (the "Master Association") and a Declaration of Covenants and Restrictions for the Community Authority of Union Village, Recorded July 24, 2017 as Instrument Number 2017-022203 of the Official Records of Warren County, Ohio (the "CAUV Declaration") are hereby expressly incorporated into the provisions of this Declaration,

and it is expressly recognized that all of the foregoing shall be binding upon all parties having or acquiring any right, title or interest in the Property, Lots, or any part thereof and additions thereto and shall inure to the benefit of each Owner or any part thereof. To these ends, Declarant is making this Declaration, and has caused to be formed an Ohio not-for-profit corporation named The Townes at Union Village Homeowners' Association, Inc. (the "Association") to own such Common Elements as are not owned by the Master Association or the Community Authority of Union Village ("CAUV") and to enforce and administer the provisions hereof in conjunction with the provisions of the Master Declaration and CAUV Declaration.

DECLARATIONS

NOW, THEREFORE, Declarant hereby declares that all of the Property, and any Additional Property added to this plan shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions and assessments, as well as those impressed upon the Property by the Master Declaration and CAUV Declaration as currently or hereafter amended, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These easements, covenants, conditions, restrictions and assessments, unless otherwise specifically limited herein, shall run with the Property and any additions thereto, and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof and additions thereto, and shall inure to the benefit of each Owner.

Article I DEFINITIONS

1.01 General. The following terms used herein are defined as hereinafter set forth. The singular wherever used shall be construed to mean the plural when applicable.

1.02 Additional Property shall mean real property adjoining the Property or otherwise within Phase II of the Union Village development in Warren County, Ohio, and which is owned in fee simple by Union Village Development Company, Otterbein Homes or Otterbein Lebanon, LLC as of the Effective Date, together with such other real property that as of the Effective Date is located within one thousand (1,000) feet of the perimeter of the holdings of Union Village Development Company, Otterbein Homes or Otterbein Lebanon, LLC, or which the Declarant within the Union Village development owns and/or has a right to acquire, and which, together with improvements thereon, may be added to the Property.

1.03 Amendment and/or Amendments shall mean an instrument executed with the same formalities of the Declaration and Recorded for the purpose of amending the Declaration, the By-Laws or any other Exhibits.

1.04 Annual Assessments shall mean those assessments allocated, levied and assessed by the Association or the Master Association against all Lots and Owners for the purpose of paying the Common Expenses.

1.05 Articles and Articles of Incorporation shall mean the articles filed with the Secretary of State of Ohio incorporating the Association as an Ohio not for profit corporation under the provisions of Chapter 1702 of the Ohio Revised Code, as the same may be lawfully amended from time to time. A copy of which is attached as Exhibit "C".

1.06 Association shall mean The Townes at Union Village Homeowners' Association, Inc., an Ohio not-for-profit corporation, its successors and assigns.

1.07 Association Easements shall mean any easements granted to or reserved by the Association or the Master Association pursuant to the provisions of this Declaration or the Plat.

1.08 Builder shall mean any Person who is principally engaged in the business of constructing residential structures to whom has been conveyed a Lot for the purpose of constructing a Dwelling Unit and attendant improvements thereon.

1.09 By-Laws shall mean the By-Laws of the Association which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702 of the Ohio Revised Code. A copy of which is attached as Exhibit "C".

1.10 CAUV shall mean and refer to the Community Authority of Union Village.

1.11 CAUV Common Element shall mean and refer to all real and personal property now or hereafter conveyed or dedicated to CAUV, including without limitation, the Town Square, which is not part of the Property.

1.12 CAUV Declaration shall mean the certain Declaration of Covenants, Conditions, and Restrictions for the Community Authority of Union Village Recorded July 24, 2017 as Instrument Number 2017-22303 of the Official Records of Warren County, Ohio.

1.13 Common Element shall mean that part of the Property which shall be conveyed to and owned by the Association for the common use, enjoyment, and benefit of the Association, CAUV Association and the Master Association, as the case may be, and shall include without limitation any detention or retention areas, any common parking areas and drive aisles, any common walks, any area designated as "green space" or "Common Element", and any amenities located in the Common Element, and to the extent applicable any Association Easements, but only to the extent such Common Element is not to be owned by the Master Association or CAUV Association.

1.14 Common Expenses shall mean those costs and expenses set forth in Section 5.02 hereof.

1.15 Declarant shall mean Charles V. Simms Development Company, an Ohio corporation, and its respective successors and assigns.

1.16 Declaration shall mean this instrument and unless the context prohibits, any and all Amendments hereto.

1.17 Design Review Committee shall mean the committee created and established pursuant to Article XII for the purposes stated therein.

1.18 Design Standards shall mean the standards or criteria set forth in Exhibit "D" attached hereto and any amendments thereto and inclusive of the standards set forth in the Master Declaration.

1.19 Development Period shall mean a period of time seven (7) years from the Effective Date of this Declaration, or when the Declarant voluntarily relinquishes control of the Association, or when Declarant has sold seventy-five (75%) percent of the Lots (both platted and approved) to Owners, whichever first occurs.

1.20 Dwelling Unit shall mean a single family residential building or the portions of a building, and other improvements situated upon a Lot designed and intended for the use and occupancy by a person or persons as a residence, by a single household or family.

1.21 Effective Date shall mean the date that this Declaration is Recorded in the Office of the Recorder of Warren County, Ohio.

1.22 Eligible First Mortgagee shall mean any First Mortgagee who has provided the Association written notice of its right to receive notices or other information from the Association.

1.23 Exhibit shall mean any document or instrument attached to the Declaration.

1.24 First Mortgagee shall mean the holder of any valid Recorded mortgage on the Property.

1.25 Landscaping shall mean the landscaping installed by the Declarant and/or the Association on any Common Element or Landscaping Easement.

1.26 Landscaping Easement shall mean the Landscaping Easement depicted on any Plat and/or granted to the Association.

1.27 Limited Common Element shall mean a Common Element that the Declaration designates as reserved for the exclusive use of a Lot or Lots, to the exclusion of others.

1.28 Lot shall mean those parcels of the Property on which Dwelling Units are to be constructed or currently exist, and which are designated on the Plat and as set forth in Exhibit "A", each of which shall also be considered a "Lot" under the Master Declaration. For purposes hereof, the Common Element shall not be included in this definition.

1.29 Majority of Owners shall mean those Owners holding more than fifty percent (50%) of the voting power of the Association.

1.30 Managing Agent shall mean a person or entity retained or employed by the Association to act as a manager or managing agent for the Association.

1.31 Master Association shall mean and refer to the Union Village Neighborhood Association, Inc. and its successors and assigns, as defined on the Master Declaration.

1.32 Master Declaration shall mean and refer to the Declaration of Covenants, Conditions, Restrictions and Easement for Union Village filed in respect to the Union Village Property Recorded on November 26, 2019 as Instrument Number 2019-036337 of the Warren County Recorder's office as currently or hereafter amended, all of the provisions of which are incorporated in this Declaration.

1.33 Member shall mean an Owner of one or more Lots who is subject to the Declaration.

1.34 Occupant shall mean any Person and their guests and invitees, who resides, either temporarily or permanently, in a Dwelling Unit.

1.35 Organizational Documents shall mean this Declaration, the Articles, the By-Laws, Rules and Regulations, and the Plat Restrictions, including any amendments thereto.

1.36 Owner shall mean the named person(s), as titled owner of any Lot on which Dwelling Units have been or are to be constructed and for purposes thereof shall include any Builder. A vendee, purchaser or tenant under a land contract, purchase contract or lease shall not be deemed an Owner, but shall be an Occupant.

1.37 Person shall mean a natural individual, corporation, limited liability company, partnership, trustee or other legal entity capable of holding title to real property.

1.38 Plat shall mean a Recorded plat or subdivision of the Property pursuant to Chapter 711 of the Ohio Revised Code, and any amendments thereto. Notwithstanding the foregoing, Plat shall have the meaning given to such term in the Master Declaration.

1.39 Plat Restrictions shall mean any covenants, conditions or restrictions set forth in the Plat.

1.40 Property shall mean the real property subject to this Declaration as described in Section 2.01 hereof and on Exhibits "A" and "B" attached hereto and incorporated herein.

1.41 Quorum shall mean the presence in person or by proxy of a Majority of Owners.

1.42 Record or Recorded shall mean the filing or act of filing, of a document or instrument with the Recorder of Warren County, Ohio.

1.43 Rules and Regulations shall mean those rules and regulations, as may be amended from time to time, adopted by the Board of Directors pursuant to the provisions set forth in the Declaration and By-Laws.

1.44 Special Individual Lot Assessment shall mean those assessments levied and assessed against a particular Owner pursuant to Section 5.13 hereof.

1.45 Town Square shall mean Lot Number OS-19 as identified on the Plat.

ARTICLE II DESCRIPTION OF PROPERTY

2.01 General. The Property is described in Sections 2.02 and 2.03 and Exhibits "A" and "B" attached hereto and incorporated herein.

2.02 Dwelling Units. The Dwelling Units are to be or have been constructed on the following described real property with one (1) Dwelling Unit per Lot. A Dwelling Unit may be located within a single shell of a building, which building contains multiple Dwelling Units within its boundary.

SEE EXHIBIT "A" AND EXHIBIT "B"

2.03 Common Element. The Common Element for the Property shall consist of the following described real property and to the extent applicable any Association Easements whether or not depicted on the Plat:

SEE EXHIBIT "B" SITE PLAN AND PLAT

2.04 Conveyance of Common Element. Declarant agrees that prior to the expiration of the Development Period it will convey the Common Element, if any, to the Association or the Master Association (as determined by the respective association which will be responsible for the administration of such Common Element), free and clear of all liens and encumbrances, except real estate taxes not then due and payable, any general and special governmental assessments or other governmental charges, easements granted for public utilities, easements, restrictions, and

covenants of Record, or as set forth in the Organizational Documents, or easements for other public purposes consistent with the intended use of the Property under this Declaration, or such as shall exist by reason of the Master Declaration or CAUV Declaration. Improvements to the Common Element as is to be owned by the Association shall be fully installed, completed and operational at the time of such conveyance. Installation of improvements upon Common Element which is to be owned by the Master Association or CAUV shall be made with the prior written approval of the Master Association or CAUV.

2.05 Additions. Declarant, in its discretion, shall have the right and hereby reserves unto its self, the unilateral right, at any time, and from time-to-time, at any time during the Development Period to add to the Property and subject all or any portion of the Additional Property to this Declaration. Any portion of the Additional Property so subjected to this Declaration shall be considered as a part of The Townes at Union Village for all purposes hereunder and shall be subject in all aspects to this Declaration and all rights and obligations and privileges thereto. To subject any portion of the Additional Property to this Declaration, Declarant shall Record an instrument so declaring this same to be part of The Townes at Union Village, which instrument may be a Supplemental Declaration, a declaration of annexation contained in a Plat, a statement in a Plat that the Lots and Common Elements therein are subject to this Declaration or any amendment to this Declaration. Any such Supplemental Declaration, or amendment to this Declaration may contain such additional terms, conditions, restrictions, maintenance obligations and assessments as may be necessary to reflect the different character, if any, of the portion of the Additional Property being encumbered by this Declaration.

Upon Recording of the any such instrument, the real estate described therein shall for all purposes thereafter be deemed a part of The Townes at Union Village and the Lots and Dwelling Units within such real estate shall be deemed for all purposes to have and be subject to all of the rights, duties, privileges and obligations of Lots and Dwelling Units within The Townes at Union Village. No single exercise of the rights and option to add and expand The Townes at Union Village as to any part or parts of the Additional Property shall preclude Declarant from thereafter and from time-to-time further expanding and adding to The Townes at Union Village to include other portions of the Additional Property and such rights and option of expansion may be exercised from time-to-time as to all or any portion of the Additional Property so long as such expansion is accompanied during the Development Period. Such expansion of The Townes at Union Village is in the sole discretion of Declarant and nothing contained in this Declaration or otherwise shall require Declarant to expand The Townes at Union Village to include any additional portions of the Additional Property.

2.06 Relation to Master Declaration. It is intended that this Declaration fully comply with and to the extent required fully incorporate the terms, conditions, covenants, easements and restrictions set forth in the Master Declaration in the event of a conflict between the terms of this Declaration and the Master Declaration, the terms of the Master Declaration shall control.

2.07 Conveyances to and from CAUV. The Townes at Union Village is currently encumbered by the CAUV Declaration, and as such, shall be held, transferred, sold, mortgaged, conveyed, leased, occupied and used subject to the covenants, conditions, restrictions, easement and charges and liens set forth therein. During the Development Period Declarant may from time-to-time convey to CAUV real and personal property for the common use and enjoyment of the general public in accordance with the CAUV Declaration. Following the Development Period, the Association shall maintain such conveyance rights. Furthermore, during the Development Period Declarant may from time-to-time (but shall have no obligation to) accept conveyances of real and personal property from CAUV. Following the Development Period, the Association shall maintain such acceptance rights.

ARTICLE III ASSOCIATION

3.01 Organization. The Association was formed as an Ohio not for profit corporation pursuant to the provisions of Chapters 1702 and 5312 of the Ohio Revised Code, by the filing of its Articles with the Secretary of the State of Ohio. On the date of its incorporation, the Association duly adopted a set of administrative operating rules called By-Laws. The Articles and By-Laws are attached hereto as Exhibit "C".

3.02 Membership. Each Owner upon acquisition of title to a Lot shall automatically become a Member of the Association. Membership is appurtenant to and shall not be separated from any ownership interest of a Lot. Such membership shall terminate upon the sale or other disposition by such Member of his Lot ownership, at which time the new Owner automatically shall become a Member of the Association. When more than one Person is an Owner of a Lot, all such Persons shall be Members in proportionate share to their respective ownership interest. In no event shall a vendee, purchaser or tenant be deemed to have Membership to, or be deemed a Member of, the Association, until the Lot is titled in their name.

3.03 Voting Rights. Each Owner shall be entitled to the number of votes in the affairs of the Association that equals the number of Lots owned by that Owner. If any Lot is owned by more than one Person, each such Person shall have a fraction of a vote equal to his, her or its undivided interest in that Lot. Each Lot shall have its Owners, in the aggregate, equal to no more than one (1) collective vote. Notwithstanding anything to the contrary in this Declaration, all votes cast shall be made as a single collective vote and not in fractional interests.

3.04 Administration of Property. The administration of the Property shall be in accordance with the provisions of the Master Declaration and where applicable the CAUV Declaration and all regulations created in regard thereto, and the Organizational Documents. Each Owner, tenant, invitee, guest, or Occupant of a Lot shall, at all times, comply with the provisions of the Master Declaration and the Organizational Documents, and the decisions and resolutions of the Master Association, the CAUV, the Association or their respective designated representative.

Failure to comply with such provisions, decisions or resolutions shall be grounds for an action to recover sums due for damages or for injunctive relief.

3.05 Board of Directors. The Board of Directors, elected as provided by the By-Laws, shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, and the Organizational Documents, except as otherwise specifically provided. In the event any such power, duty, or right shall be deemed exercisable or dischargeable by, or vested in a member of the Board of Directors, he shall be deemed to act in such capacity to the extent required to authenticate his acts and to carry out the purposes of the Organizational Documents.

3.06 Declarant's Rights. During the Development Period the powers, rights, duties and functions of the Association shall be exercised by a Board of Directors, the members of which shall be appointed and removed by Declarant in its sole discretion. Declarant reserves the right to relinquish such right to control at any time.

3.07 Delegation to Managing Agent. The Association may delegate all or any portion of its authority to discharge its responsibility to a Managing Agent; subject to the limitations that:

(a) Any such delegation shall be by a written contract with a term of no longer than one (1) year in duration, which may contain a renewal option of no more than one (1) year.

(b) That any such contract shall be terminable by either party, without cause, upon sixty (60) days prior written notice without any termination charges or other penalties.

3.08 First Meeting. The first meeting of the Association shall occur not later than the expiration of the Development Period.

ARTICLE IV EASEMENTS

4.01 Easements for Repair, Maintenance and Restoration. The Association and Master Association shall each have a right of access and an easement to, over and through each Lot during reasonable hours and upon giving reasonable notice for ingress and egress and all other purposes which enable the Association and Master Association to each perform its obligations, rights and duties with regard to maintenance, repair, restoration or servicing of any items, Lots, things or areas of, or on, the Property, including the removal, correction or abatement of any violation or breach of any attempted violation or breach of the covenants and restrictions herein.

4.02 Easement for Telephone, Utilities on Common Element and Lots. The Association may hereafter grant temporary or permanent easements or licenses on behalf of Owners to entities for telephone and utility purposes for the benefit of the Common Element and Property, and also the installation and maintenance of cable television, gas, water, sanitary sewer, storm sewer/drainage, and/or electric utility lines for the benefit of the Property and/or individual Lots.

Each Owner grants to the other Owners whose Dwelling Unit is located within the same building, a temporary easement for utility repair of gas and electric lines that service another Dwelling Unit, but where all or part of said utility lines may be located within said granting Owner's Dwelling Units.

4.03 Association Easements. There is hereby reserved and the Owner of any Lot hereby grants, conveys and assigns to the Association, its directors, officers, agents and employees, and other Owners, a general right and perpetual easement and right of way over and through his Lot and Dwelling Unit for the purpose of operating, maintaining, repairing and replacing the Common Element, including any amenities or improvements associated therewith, the entranceway feature, signage, fencing, lighting, lawn and landscaping installed or constructed by the Declarant and/or the Association for the benefit to the Association on his Lot whether or not within those specifically designated easement areas depicted on any Plat an to perform any maintenance and repair obligations of the Association as required by the Declaration. Per either this Section or Section 4.02 hereof, any damage to the Common Elements, Lot, or Dwelling Unit due to the access granted in said Sections is the responsibility of the Owner or the Association that caused the damage. The party responsible for the damage shall promptly repair the same in a good and workmanlike manner, and if not reparable, such party shall be liable for the value of the damaged property as it existed immediately prior to that damage.

4.04 Service Easement. Declarant and each Owner hereby grants a nonexclusive easement to all law enforcement officers, firemen, ambulance operators, mailmen, deliverymen, garbage and trash removal personnel, and all other similar persons, and to local governmental authorities, but not to the public in general, to enter upon the Common Element in the performance of their duties.

4.05 Consent to Easements. Each Owner hereby grants, and the transfer of title to an Owner shall be deemed to grant, the Declarant and/or the Association an irrevocable power of attorney to execute, acknowledge and Record, for and in the name of such Owner and his mortgagee or mortgagees, such instruments as may be necessary to effectuate any easements granted or reserved by the Declarant and/or the Association in this Article.

4.06 Easements Shall Run With Land. All easements and rights described are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Association, Master Association, Declarant, and any Owner, purchaser, vendee, mortgagee and any other person having an interest in the Property or any part or portion thereof. Failure to refer specifically to any or all of the easements described in this Declaration, the Master Declaration, in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said easement but same shall be deemed conveyed or encumbered along with the Lot.

4.07 Easements for Construction. Declarant hereby reserves, for itself and any Builder a right and easement to enter upon the Common Element and to do all things necessary to

commence and complete construction and to complete the development of the Property and any Additional Property which may be subjected hereto.

4.08 Tie In Easements. Declarant reserves the right and easement over, on, and under the Common Element and to any Lots, to use, tie into and extend all existing utility lines for purposes of serving Additional Property which may be submitted to this Declaration as hereinafter provided.

4.09 Water Easement. The Association shall have a right and easement to the exterior water taps or faucets of any Lot for the purpose of watering the Common Element landscaping; provided, however, that such use shall be reasonable and the Association shall reimburse the Owner of such Lot for any excessive use of water.

4.10 Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Element which shall be appurtenant to and shall pass with the title to every Lot subject to:

(a) The right of the Association to suspend the voting rights and right to use the Common Element, other than for purposes of ingress, egress or parking, for any period during which any assessment against such Owner's Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations after hearing by the Board of Directors pursuant to Article VIII hereof.

(b) The right of the Association or the Master Association to dedicate or transfer all or any part of the Common Element to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. Except as otherwise stated to the contrary herein, following transfer of control of the Association to the Owners, no such dedication or transfer shall be effective unless an instrument signed by at least fifty-one (51%) percent of the Members, agreeing to such dedication or transfer has been Recorded.

4.11 Delegation of Use. Any Owner's rights of enjoyment in and to the Common Element shall extend to the members of such Owner's family, tenants, or contract purchasers who reside on the Property subject however to the provisions of the Organizational Documents of the Association and the provisions of the Master Declaration and CAUV Declaration, (as applicable) and regulations created in regard thereto.

ARTICLE V ASSESSMENTS

5.01 Creation of Lien and Personal Obligation of Assessments. In addition to provisions regarding the creation and obligation for the payment of assessments as established by the Master Declaration and CAUV Declaration, for each Lot owned within the Property, Declarant hereby

covenants, and each Owner, by acceptance of a deed therefor, whether it shall be so expressed in such deed, is deemed to covenant and agrees to pay the Association: (a) Annual Assessments; (b) Special Individual Lot Assessments; and (c) Enforcement Assessments, such assessments to be established and collected as hereinafter provided. Such assessments, together with interest, costs, reasonable attorney's fees, paralegal fees, and any other costs and/or expenses as permitted by law, incurred by the Association in the collection thereof shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest and costs, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment became due.

5.02 Purpose of Annual Assessment. The Annual Assessments shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Property and the enforcement of these restrictions. The assessments shall include, without limitation, the following Common Expenses:

(a) Maintenance, repair and replacement of those items which have been assigned to the Association in this Declaration, including, but not limited to: the Association's obligations under Section 9.01 hereof, the Common Element areas and improvements thereon, pavement, landscaping, lawns, structural walls, roofs and other common structures, any assigned outdoor parking space provided to an Owner via a license, or if the same is deemed a Limited Common Element on the Plat, any detention/retention facilities on the Property; and for the acquisition of furnishings and equipment for the Common Element.

(b) Insurance premiums for insurance obtained by the Association, including property insurance on, and liability insurance pertaining to, the Common Element.

(c) Taxes and assessments (both general and special and including any payments in lieu of taxes) on the Common Element, if any.

(d) Costs for the operation, management and administration of the Association, including without limitation, fees for property management, fees for legal and accounting services, fidelity bonds, premiums for directors' and officers' liability insurance, and costs of mailing and postage.

(e) Water, sewer, electricity, telephone or any other utility service as may be provided to the Common Element or to any group of Lots by use of a common meter or meters. For clarification, when a Dwelling Unit has its own separate tap-ins for sewer and water, which is separately metered, the fees for those services will be the responsibility of the Owner.

(f) A general operating reserve to assure the availability of funds for the purposes hereunder.

5.03 Owner's Share of Annual Assessments. Each Owner's share of the Annual Assessment shall be equal to a fraction; the numerator of which is the total number of Lots owned by such Owner, and the denominator of which is the total number of all Lots on the Property, excluding any Lot that is designated Common Element or owned by the Association. As Additional Property is subjected to this Declaration the denominator shall be increased by the number of Lots on such Additional Property at the time of filing an Amendment hereto adding such Additional Property.

5.04 Preparation of Estimated Budget. On or before December 1st of every year, the Association shall prepare an estimate of the total amounts necessary to pay the cost of Common Expenses, wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reserve for contingencies and replacements, unless such reserve is waived as provided in Section 5.06 hereof and including any assessments under the Master Declaration or CAUV Declaration, if any, applicable to the Association and not invoiced directly to an Owner by the Master Association or CAUV. On or before December 15th of each year, each Owner shall be notified in writing as to the amount of such estimate, with reasonable itemization thereof. On or before the date of the annual meeting in each calendar year, the Association shall supply to all Owners an itemized accounting of the maintenance expenses and Common Expenses actually incurred for the preceding calendar year, together with a tabulation of the amounts collected pursuant to the estimate provided, and showing the net amount over or short of the actual expenditures, plus any reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's share of the assessments to the next payment due from the Owners during the current year's estimate, until exhausted, and any net shortage shall be added according to each Owner's share of the assessments to the payment next due after rendering of the accounting. Assessments shall be due and payable as set forth in Section 5.11 hereof.

5.05 Fiscal Year Option. In lieu of the calendar year format, the Board of Directors may elect to adopt a fiscal year. In such event, the requirement for the preparation of the estimated budget shall be the first day of the month immediately preceding the beginning of such fiscal year and notices of such estimate shall be forwarded on or before the fifteenth (15th) day of such month. In such event, assessments shall commence on the first (1st) day of the fiscal year and payments shall be adjusted accordingly.

5.06 Reserve for Contingencies and Replacements. The Association shall build up and maintain a reasonable reserve for contingencies and replacement of capital items in the normal course of operation, unless such reserve is waived by a Majority of the Owners. Any reserve waiver shall be valid for only the then current fiscal year or for the estimated budget set forth in Section 5.04, but any such waiver of a reserve shall be valid for no more than twelve (12) consecutive calendar months. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year shall be charged first against such reserve. If said estimated cash requirement proves inadequate for any reason, including non-payment of any Owner's assessment, the same shall be assessed to the Owners according to each Owner's share

of the assessments. The Association shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective within ten (10) calendar days after the delivery or mailing, whichever is earlier, of such notice of further assessment. All Owners shall be obligated to pay the adjusted amount as provided for herein.

5.07 Budget for First Year. When the first Board of Directors takes office after the turnover of the Association by Declarant, the Association shall determine the estimated cash requirement, as hereinabove defined, for the period commencing thirty (30) calendar days after said election and ending on December 31st of the calendar year in which such election occurs. Assessments shall be levied against the Owners during said period as provided in Sections 5.04 and 5.05 hereof.

5.08 Failure to Prepare Annual Budget. The failure or delay of the Association to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs, assessments, and necessary reserves, as herein provided, whether the same shall be determined. In the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the maintenance charge at the existing rate established for the previous period until the maintenance payment which occurs more than ten (10) calendar days after such new annual or adjusted estimate shall have been mailed or delivered.

5.09 Books and Records of the Association. The Association shall keep correct and complete books and records of account, specifying the receipts and expenditures relating to the Common Elements and other common receipts and expenses, together with records showing the allocation, distribution and collection of the common profits, losses and expenses among and from the Owners; records of the names and addresses of the Owners; and minutes of the proceedings of the Association and Board of Directors. Such books and records shall be open for inspection, or copying, subject to reasonable standards as outlined within the Organizational Documents or pertinent to the Rules and Regulations, by any Owner or any representative of an Owner duly authorized in writing, at reasonable times and upon request by an Owner. If by terms of a first mortgage an Owner has authorized such mortgagee to inspect such books and records, the presentation to the Secretary of the Association by a representative of such mortgagee of a copy of the mortgage containing such authorization shall constitute written authorization of such inspection. Upon ten (10) calendar days prior notice to the Board of Directors and upon payment of a reasonable fee, to be determined by the Board of Directors and applied to all Owners making such a request, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

5.10 Commencement of Assessments. Annual Assessments shall begin with respect to each Lot on the date on which the deed transferring title to such Lot from Declarant to an Owner is Recorded, subject to Section 5.12 hereof. On such date, the amount payable shall be a pro-rated amount determined as of such date until the next payment date. If any Additional Property is

included in the Property, pursuant to the annexation provisions of this Declaration, then the assessments for the Lots therein shall commence upon the conveyance of title to such Additional Property or Lots thereon by Declarant to an Owner, subject to Section 5.12 hereof.

5.11 Payment of Assessments. Annual Assessments shall be payable in monthly installments commencing on the first (1st) day of each month (default is monthly) or, on a quarterly, semiannual or annual basis as determined by the Board of Directors. The Association shall credit any payments received for an annual or special assessment in the following order: (1) to interest which has accrued and is due and owing; (2) to any late fee, administrative fee, or enforcement assessment, in the order listed; (3) to collection costs, court costs, attorney, and paralegal fees the Association incurred in collecting the amount; and (4) to the oldest principal amount the Owner owes to the Association for Common Expenses.

5.12 Declarant's and Builder's Obligations to Pay Assessments. Notwithstanding any provisions hereof, and except as otherwise required by the provisions of the Master Declaration or CAUV Declaration, Declarant shall have no obligation to pay Annual Assessments for the Lots owned by it, except that Declarant will pay to the Association an amount equal to the difference between the actual operating expenses of the Association and the aggregate of the yearly assessments paid by the Owners, other than Declarant. Declarant's obligation to pay said deficiency shall cease when Declarant relinquishes control of the Board of Directors, at which time Declarant shall pay the Annual Assessment for each Dwelling Unit owned by it which either has been issued an occupancy certificate, or is being offered for sale or rent. Any Builder, unless such Builder is Declarant, a related entity, in common ownership of, or by, Charles V. Simms Development Corporation, who owns a Lot shall be subject to the Annual Assessments for all Lots owned by it.

5.13 Special Individual Lot Assessment. Notwithstanding anything to the contrary herein, if the Association shall incur any cost or expense, including, but not limited to, attorney's fees, court costs, and other expenses for or on account of any item of: (a) maintenance, repair or other matter directly or indirectly occasioned or made necessary by any wrongful, willful, or negligent act or omission of any Owner or Owners, including any Occupant of a Lot, an Owner's family, guest, or invitee; (b) issue an Enforcement Assessment or Individual Lot Assessment for utility services and other expenses (e.g. insurance, water, sewer), including expenses incurred by the Board in collecting said assessment; (c) costs associated with the enforcement of the Declaration and the Rules and Regulations, including, but not limited to, attorney's fees, court costs and other expenses or; (d) costs and charges permitted by the Declaration. Such cost or expense shall be borne by such Owner or Owners and not by the Association, and if paid by the Association shall be paid or reimbursed to the Association by such Owner or Owners as a Special Individual Lot Assessment. A Special Individual Lot Assessment shall be due upon receipt, by Owner. Prior to imposing a charge for damages or an Enforcement Assessment, the Board shall give written notice to Owner as provided for in Section 7.02 hereof.

5.14 Periodic Assessments. Notwithstanding any provision in this Article, the Board of Directors may, at its option, elect that certain expenses such as insurance, water and sewer be paid by periodic assessments based on the billing date of such expenses or at other intervals. If the Board of Directors so elects, such expenses shall be separately stated in the budget specifying the amount and due date thereof.

5.15 Abandonment. In the event more than one Owner is responsible for any cost or expense as herein described, as determined by the Board of Directors or a court of competent jurisdiction, such cost or expense, including the Association attorney fees, court costs and other expenses, shall be borne equally by the respective Owners involved, jointly and severally, unless otherwise determined. No Owner may exempt himself from liability for his contribution toward the Common Expenses by the abandonment or surrender of his Lot, or by voluntary or involuntary waiver of the use or enjoyment of the Common Element, or any parts thereof.

ARTICLE VI REMEDIES FOR NON-PAYMENT OF ASSESSMENT

6.01 Late Charges. If any assessment is not paid within ten (10) calendar days after the same has become due, the Board of Directors, at its option and without demand or notice, may charge a late charge not to exceed Twenty and 00/100 Dollars (\$20.00) and compound interest on any unpaid balance, at the rate of twelve percent (12%) per annum. Said late charge shall accrue on a monthly basis until the unpaid balance is paid in full.

6.02 Lien of Association. In addition to all rights which exist in favor of the Master Association or the CAUV in regard to the enforcement of Master Association or CAUV assessments charged by reason of the Master Declaration or CAUV Declaration and the administration of the Master Association and the CAUV, the Association shall have a lien upon the estate or interest in any Lot or the thereof for the payment of the portion of the assessments chargeable against such Lot which remain unpaid for ten (10) calendar days after the same have become due and payable from the time a certificate therefor, subscribed by the President of the Association, or other designated representative of the Association is Recorded with the Warren County, Ohio Recorder's Office, pursuant to authorization given by the Board of Directors. Such certificate shall contain a description of the Lot, the name or names of the record Owner(s) thereof and the amount of such unpaid portion of the assessments. Such lien shall be a continuing lien subject to subsequent adjustments, remain valid for a period of five (5) years from the date it is Recorded, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of the court having jurisdiction in an action brought to discharge such lien as hereinafter provided. Such lien shall recognize the Association's right to recover interest and costs, including legal fees the Association incurs and including such as shall have accrued or accrue after the filing of a lien.

6.03 Priority of Association's Lien. The lien provided for herein shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and

assessments and liens of First Mortgages which have been filed for Record, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association. In any such foreclosure action, the Owner(s) of the Lot affected shall be required to pay a reasonable rental for such Lot during the pendency of such action to the Association, and the plaintiff in such action is entitled to the appointment of a receiver to collect the same. Any rental payment a receiver collects during a pending foreclosure shall first be applied to the payment of Common Expenses charged against the Lot during the foreclosure action per Section 5312.12 (c) of the Ohio Revised Code. In any such foreclosure action, the Association shall be entitled, but not required, to become a purchaser at the foreclosure sale.

6.04 Dispute as to Common Expenses. Any Owner who believes that the portion of assessments chargeable to his Lot for which a certificate of lien has been filed by the Association has been improperly charged against him or his Lot, may bring an action in the Court of Common Pleas for Warren County, Ohio for the discharge of such lien.

6.05 Non Liability of First Mortgagee for Past Due Assessments. When a First Mortgagee acquires title to a Lot as a result of a foreclosure of any lien, or per a deed in lieu of foreclosure, such First Mortgagee, its successors and assigns shall not be liable for the share of assessment by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such First Mortgagee. Such unpaid share of assessments shall be deemed to be assessments collectible from all of the Lots, and the respective Owners of the same, including that of such First Mortgagee.

6.06 Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of a Lot, the grantee(s) of the Lot shall be jointly and severally liable with the grantor(s) for all unpaid assessments by the Association against the grantor and his Lot for his share of the assessments up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee and his mortgagee shall be entitled to a statement from the Board of Directors setting forth the amount of all unpaid and current assessments against the grantor due the Association, and such grantee shall not be liable for nor shall the Lot conveyed be subject to a lien for any unpaid assessments made by the Association against the grantor in excess of the amount set forth in such statement for the period reflected in such statement.

ARTICLE VII

REMEDIES FOR BREACH OF COVENANTS AND RESTRICTIONS, RULES AND REGULATIONS

7.01 Abatement and Enjoinment. The violation of any provision of the Organizational Documents shall give the Board of Directors the right, in addition to the rights hereinafter set forth in this section to: (a) enter upon the Lot as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of the Organizational Documents, and in such event, the Board of Directors, or its agents, shall not be

deemed guilty in any manner of trespass; and (b) in addition to any Owner, shall be entitled to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. Such legal action may include a claim for damages and any and all court costs and reasonable attorney fees as provided for in Section 5312.13 of the Ohio Revised Code. The Board of Directors may impose an Enforcement Assessment, which shall be deemed a Special Individual Lot Assessment as set forth in Section 5.13 hereof.

7.02 Charges for Damages or Enforcement Assessment. Prior to imposing a charge for damages or an Enforcement Assessment, the Board of Directors shall give the subject Owner a written notice that includes all of the following: (1) Description of the property damage, or violation of the Organizational Documents; (2) the amount of the proposed charge or assessment; (3) notification to the Owner that he has a right to a hearing before the Board of Directors to contest the proposed charge or assessment; (4) a statement setting forth the necessary procedures for the Owner to request a hearing before the Board of Directors; and (5) a reasonable date by which the Owner must cure a continuing violation of the Organizational Documents to avoid the proposed charge or assessment, if such an opportunity to cure is applicable, as determined by the Board of Directors in its sole discretion.

(a) To request a hearing as set forth in this Section 7.02 as it relates to a charge for damages or an Enforcement Assessment, the Owner shall deliver a written notice to the Board of Directors not later than the tenth (10th) day after such Owner's receipt of the Board of Directors' notice described above. In the event the Owner fails to make a timely request for a hearing, the right to such hearing is forever waived, and the Board of Directors may immediately impose a charge for damages or an enforcement assessment pursuant to this Article. In the event an Owner requests a hearing, then at least seven (7) calendar days prior to the hearing, the Board of Directors shall provide the Owner with a written notice that includes the date, time, and location of the hearing. In the event an Owner's request for a hearing is timely received, the Board of Directors shall not levy a charge for damages or an enforcement assessment before holding such hearing. Within thirty (30) calendar days following the date of the hearing, the Board of Directors shall provide written notice to the Owner of its decision regarding the charge for damages or enforcement assessment, and if applicable, such notice shall state such charge for damages or enforcement assessment as imposed by the Board of Directors. For purposes of this Section, any written notice shall be delivered to the Owner or any Occupant of the Dwelling Unit by personal delivery, certified mail/return receipt requested, or by regular mail. Mail service may be provided to the address of the Owner that is on record with the Association, or to the address of the subject Dwelling Unit.

(b) If fines for violations of the Organizational Documents are permitted by such Organizational Document, the levying of a fine shall not be subject to the provisions of this Section 7.02.

ARTICLE VIII RULES AND REGULATIONS

8.01 General. The Board of Directors may, by majority vote, adopt reasonable Rules and Regulations and amend the same from time to time which the Board of Directors may deem advisable for the maintenance, conservation, protection and beautification of the Common Element and Property, and for the health, comfort, safety and general welfare of the Owners and Occupants of the Property. Such Rules and Regulations may include reasonable fines and penalties for violations of the Organizational Documents. Written notice of the Rules and Regulations will be forwarded to all Owners and copies thereof shall be available to all Owners, upon request.

8.02 Conflict. In the event of any conflict between the Rules and Regulations and the provisions of the Declaration, the provisions of the Declaration shall prevail and govern.

8.03 Dispute Resolution. In the event of any dispute between Members as to the application of this Declaration or any Rule or Regulation, the party aggrieved shall submit a complaint in writing to the Board of Directors and within ten (10) days of the Member's receipt of written notice from the Board of Directors of a violation, specifying the dispute. The Board of Directors shall set a time, date, and place for hearing thereon within twenty (20) calendar days thereafter, and give written notice to the party thereof no less than seven (7) calendar days in advance, and setting forth the date, time, and location of the hearing. The Board of Directors shall thereupon hear such evidence on the dispute as the board deems proper and render a written decision on the matter to each party within thirty (30) calendar days thereafter. No action of law may be instituted by the party to such dispute unless a dispute resolution hearing pursuant hereto has first been had. The aggrieved party shall be bound by the decision of the Board of Directors, as provided for herein, unless otherwise decided by a court of competent jurisdiction.

8.04 CAUV Common Area. The CAUV Common Area, as defined within the CAUV Declaration and the Master Declaration, remains subject to this CAUV Declaration and any and all rules and regulations promulgated by the CAUV thereunder.

ARTICLE IX MAINTENANCE

9.01 General. Subject to the exceptions and provisions contained herein, the general allocation of maintenance, repair and replacement between the Association and the Owners are as follows:

(a) Unless otherwise provided for herein or by reason of the provisions of the Master Declaration or CAUV Declaration and the administration of a Master Association or CAUV (as the case may be), the Association shall maintain, repair and make all necessary replacements to the Common Element and any improvements thereon, including without limitation, interior drive aisles and parking areas, green space/park, walkways, snow and ice

removal, mowing, weeding, and landscaping, concrete and brick pavers, repaving, restriping and exterior lighting, and monument signage. Moreover, except as otherwise provided herein, the Association shall also be responsible for the maintenance, repair, and replacement of the exterior surface of any building in which a Dwelling Unit is located, including the roof, gutters, downspouts, exterior building surfaces and siding, but excluding any doors, garage doors, windows, door jambs, and door checks, all outdoor parking spaces assigned to a Dwelling Unit whether by license or deemed Limited Common Element, patios, courtyards, decks, and porches, and any ground surface, paving, walls, or lawns, shrub, trees, utility lines and lateral lines for sewer and water to the extent located on or as part of any Lot, except as otherwise set forth in this Declaration.

(b) An Owner, at its expense, shall maintain, repair and make all necessary replacements to his Dwelling Unit, including interior walls in common with another Dwelling Unit and Lot, except as set forth in Section 9.01(a). The Owner of each Lot shall furnish and be responsible for the following: all maintenance, repairs and replacements of any driveways and driveway aprons, lawns, shrubs, trees, mulch and other landscaping or any other improvements installed on his Lot, including utility lines and lateral lines for sewer and water serving the Dwelling Unit; and any patios, courtyards, or decks, patio area or deck area, bulb replacement for exterior lighting fixtures to his Lot, glass surfaces, doors, doorways, windows and window frames, driveway and sidewalk including but not limited to repair or replacement and snow removal on those areas. The Owner of each Lot shall furnish and be responsible for, at his expense, all maintenance, repairs, decorating and replacements within his Dwelling Unit, and interior walls, and all utility fixtures, devices or appurtenances exclusively serving a single Lot whether within or without the Dwelling Unit. The Owner shall be responsible for the maintenance, repair and replacement of and any and all other improvements on his Lot unless otherwise provided in this Declaration.

(c) Common Walls:

(1) General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(2) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use (presumed to be equal unless evidence to the contrary); provided, however, that to the extent the need for such repair or maintenance is caused or results from acts or failure to act of the Owner, residents or invitees of only one (1) Dwelling Unit, whether or not there was negligence or a willful act, the Owner of such one (1) Dwelling Unit shall be solely responsible for the cost of such repair and the maintenance.

(3) Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use and such contribution shall be due when the reconstruction costs are due and payable. The obligation and enforcement of such contribution shall be without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions or under provisions of Section 2 of this Article.

(4) Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall solely bear the whole cost of furnishing the necessary protection against such elements.

(5) Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title to the Lot.

(6) Arbitration. In the event of any dispute arising, concerning a party wall, or under the provisions of Section 9.01(c), each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. The cost of arbitration and that of the arbitrators, is any, shall be divided equally amongst the Owners of the Dwelling Units involved in the dispute. For purposes hereof, Section 8.03 regarding dispute resolution shall not apply.

9.02 Failure to Maintain. To the event an Owner shall fail to maintain his Lot and improvements situated thereon, to such an extent that in the opinion of the Board of Directors the conditions require maintenance, repair or service for purposes of protecting the public safety or residents in, or visitors to, the Property, or in order to prevent or avoid damage to or destruction of any part, portion, or aspect of the value thereof, the Association shall have the right, upon approval of the majority of the Board of Directors, to enter upon that Lot and maintain, repair or service the same. The cost of such maintenance, repair or service shall be added to and become a Special Individual Lot Assessment, chargeable to the Lots they maintained, repaired or serviced.

9.03 Exterior Surfaces. Any exterior maintenance, repair or replacements to be performed by the Owner hereunder shall be subject to the prior approval of the Board of Directors, or its delegated committee and by the Union Village Architect, per the Master Declaration as required and the Design Code set forth in the Master Declaration. Any exterior maintenance, repair or replacements to be performed by the Owner hereunder shall require that upon completion the Dwelling Unit shall be restored to a condition and appearance as the same existed when the unit was first constructed. The Board of Directors may adopt guidelines or other criteria setting forth standards for such maintenance, repair or replacement. Pursuant to such standards the Board of

Directors, or its committee, may require that only certain types and/or manufacturers be used for replacements to the exterior surfaces in order to assure similarity and conformity.

9.04 [Intentionally omitted.]

ARTICLE X LIABILITY AND OTHER INSURANCE

10.01 Liability Insurance. The Association, as a Common Expense, shall insure itself, the Board of Directors, Owners, Members, and family members who reside at the Property, and their resident tenants, if any, at the Dwelling Unit, against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from destruction of property occurring upon, in or about, or arising from the Common Element caused by the Association, such insurance to afford protection to a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence. Such policy shall not insure against liability for personal injury or property damage arising out of or relating to the individual Lots or Dwelling Units located thereon if caused by the Owner, its invitees or guests of such Lot or Dwelling Unit.

10.02 Other Insurance. As a Common Expense, the Association shall obtain such insurance as the Board of Directors considers necessary, including without limitation, fidelity bonds for anyone who either handles or is responsible for funds held or administered by the Association. The amount of such fidelity bond shall be equal to, at a minimum, the maximum funds that will be in the custody of the Association at any time such bond is in effect. In addition, such fidelity bond coverage must equal one quarter (1/4) of the Annual Assessments, together with the reserve funds, if any.

10.03 Notice of Cancellation or Substantial Changes. Any insurance coverage obtained by the Association shall contain a provision requiring the insurer to notify the Association and any mortgagee named in the mortgage clause, if applicable, in writing of the cancellation or a non-renewal of coverage at least fifteen (15) calendar days prior to such cancellation or non-renewal.

10.04 Annual Review. The amounts and coverage of each insurance policy obtained by the Association shall be reviewed annually by the Board of Directors or its designated agent. Upon the termination, or the relinquishment by Declarant, of its right to control the Association, the Association shall have the right to terminate and cancel any insurance obtained by the Declarant upon first obtaining replacement insurance. Any policy procured by the Association, when Declarant is in control, shall contain a provision recognizing such right.

10.05 Homeowner's Insurance. Each Owner shall purchase and maintain an individual policy of special form homeowner's insurance for a Dwelling Unit constructed on said Owner's Lot and provide evidence of such policy to the Association, as provided herein. Such insurance shall provide against loss or damage by fire, lightning and such perils as are typical for a homeowner's policy with no co-insurance penalty and in an amount not less than one hundred

percent (100%) of the replacement value thereof. The policy shall also cover Owner's (and permitted Occupants) liability toward third parties with a combined single limit of at least Three Hundred Thousand and xx/100 Dollars (\$300,000.00) per policy year. Said policy shall contain provisions requiring the issuance of certificates of coverage and the issuance of written notice not less than fifteen (15) days prior to any non-renewal or cancellation of such coverage to the Owner, Association, and any mortgagee or mortgagees of such Lot. In the event the Association shall receive notice of an intended cancellation or non-renewal of any such policy, then in such event, the Association shall have the right, but not the obligation, to advance premiums necessary to continue such coverage in effect. Any amounts so advanced by the Association shall constitute a special assessment to be paid by the Owner with interest at twelve percent (12%) per annum, until paid in full. The Association shall have a right to file a lien for any such advancement consistent with the provisions of this Declaration.

10.06 Fire and Extended Coverage Insurance. The Association, at the Board's discretion, may obtain and maintain for the benefit of the Association, all Owners and First Mortgagees insurance on all improvements constructed on the Common Element, against loss or damage by fire, lightning and such perils as are at this time comprehended within the term "extended coverage" with no coinsurance and in an amount not less than one hundred percent (100%) of the replacement value thereof. In the event such policy contains coinsurance provisions, such policy shall contain an agreed amount endorsement. Such insurance shall be written in the name of, and the proceeds thereof shall be payable to the Association. The policy providing such coverage shall provide that no mortgagee shall have any right to apply the proceeds thereof to the reduction of any mortgage debt. The policy to be maintained by the Association shall also provide for the release by the insurer thereof of any and all rights of subrogation or assignment and all causes and rights of recovery against any Owner, member of such Owner's family, or Occupant(s) of the Property for recovery against anyone of them for any loss occurring to the insured Property resulting from any of the perils insured against under such insurance policy, provided such waiver of subrogation shall not invalidate any other insurance in force with respect to the Property.

- (a) If the Association elects to obtain the above described insurance and if the insurance coverage to be maintained by the Association under this Section 10.06 ceases to exist for any reason whatsoever (excepting the Board's determination to cancel or not renew such insurance coverage), any mortgagee of any portion of the Property may remedy that lack of insurance by purchasing policies to supply the insurance coverage. The funds so advanced shall be deemed to have been loaned to the Association; shall bear interest at a per annum rate two percent (2%) higher than the basic interest rate in any note secured by the mortgagee's mortgage against a portion of the Property; and shall be due and payable to the mortgagee by the Association immediately. The repayment of said obligation shall be secured by a Special Lot Assessment against all Owners and shall not require a vote of the members of the Association, anything to the contrary in this Declaration notwithstanding.

10.07 Sufficient Insurance. In the event that the improvements on the Common Element, the Dwelling Units constructed on the Lots within the Property, or any Dwelling Unit constructed on a Lot within the Property, shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction, shall be undertaken by the Association or the Owner affected by such damage, and the insurance proceeds shall be applied by the Association or the Owner, affected by such damage, in payment therefor; provided, however, that in the event within thirty (30) days after such damage or destruction, the Association or the Owners affected by such damage, if they are entitled to do so pursuant to Section 10.09 shall elect to withdraw the same from the provisions of this Declaration, then such repair, restoration or reconstruction shall not be undertaken

10.08 Insufficient Insurance; No Insurance. In the event that the improvements on the Common Element, the Dwelling Units constructed on the Lots within the Property, or any Dwelling Unit constructed on a Lot within the Property, shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction thereof, unless the Owners affected by such damage shall within ninety (90) days after such damage or destruction, as they are entitled to do so pursuant to Section 10.09, elect not to repair or restore the Property, such repair, restoration or reconstruction of the Dwelling Units so damaged or destroyed shall be undertaken by the Association at the expense of all the Owners of Lots in the same proportions in which they shall share in the Annual Assessments. Should any Owner refuse or fail after reasonable notice to pay such Owners share of such cost in excess of available insurance proceeds, the amount thereof may be advanced by the Association and the amount so advanced by the Association shall be assessed to such Owner and such assessment shall have the same force and effect, and if not paid, may be enforced in the same manner as hereinbefore provided for the non-payment of assessments.

10.09 Non-Restoration of Damage or Destruction. In the event of substantial damage to or destruction of two-thirds (2/3) or more of the Dwelling Units constructed on the Lots within the Property, the Owners by the affirmative vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power may elect not to repair or restore such damage or destruction. Upon such election, all of the Property shall be subject to an action for sale as upon partition at the suit of any Owners. In the event of any such sale or sales of the Property after such election by agreement of all owners, the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all Owners in proportion to their share of the Annual Assessments. No Owner, however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his Lot have been paid, released or discharged.

ARTICLE XI AMENDMENT

11.01 General. Unless otherwise provided, this Declaration, including the attached By-Laws, may be amended only with the approval of Owners exercising not less than seventy-five percent (75%) of the voting power of the Association. Any such Amendment shall be in writing and effective on the date when it is Recorded with the Warren County, Ohio Recorder's office. In no event shall this Declaration be amended whereby the Association surrenders, forfeits, or abandons its obligation for the maintenance, repair or replacement of the Common Element including, but not limited to any detention or retention areas and systems (if any), or any amenities or improvements located in said Common Element. Notwithstanding the foregoing, any vote to terminate the applicability of this Declaration, and to dissolve the Association, requires the consent of at least two thirds (2/3) of all Owners. During the Development Period, or until such time as Declarant turns the Association over to the Owners, the Declarant shall have an unconditional right to veto any proposed amendments notwithstanding the fact that seventy-five percent (75%) or more of the voting power of the entire membership has voted to approve such amendment.

11.02 Declarant's Rights. Notwithstanding Section 11.01, Declarant hereby reserves the right and power, and each Member by acceptance of a deed to a Lot is deemed to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with title to a Lot and is irrevocable during the Development Period, to amend this Declaration, the By-Laws and any Plat and to execute any and all documents deemed necessary or desirable by Declarant to conform to its present or future development plans, including without limitation the development of the Additional Property or a portion thereof, to correct scrivener, typographical and drafting errors, and to conform to the requirements of any lending institution.

11.03 Right of First Refusal. Any Amendment attempting to or giving the Association or any Owners a right of first refusal on the sale, transfer or other disposition of a Lot shall contain a provision exempting such right of first refusal as to any Lot, the title of which is obtained by a First Mortgagee pursuant to remedies provided in the mortgage, or foreclosure of the mortgage, or a deed to such mortgage in lieu of foreclosure. Notwithstanding any provision hereof, this provision and the requirement herein cannot be amended without unanimous written consent of all Owners and First Mortgagees.

11.04 Amendment Affecting Declarant's Rights. Any Amendment affecting or attempting to affect the Declarant's rights in the Declaration must be consented to by the Declarant in writing prior to such Amendment taking effect. These rights include, without limitation, the right to control the Association, and the right to add Additional Property.

11.05 Mortgage or Mortgagee. Any Amendment which adversely affects the value, priority, or the security of any mortgagee of record shall require the written consent of such mortgagee of record. Any Amendment affecting the underwriting requirements of any mortgagee shall require the written consent of such mortgagee and also F.H.L.M.C. or F.N.M.A., if required

by such mortgagee. Any Amendment of language specifically referring to mortgagees shall require the written consent of all mortgagees of record.

ARTICLE XII ARCHITECTURAL CONTROL AND RESTRICTIONS

12.01 General. In addition to approvals required by the Union Village Architect and Design Code under the Master Declaration and such as shall be required by the Turtlecreek Township and/or Warren County, Ohio, (including obtaining any township or county permits) no building, or structure, either temporary or permanent, swimming pool, tennis court, fence, wall, patio, deck or other structure or improvement shall be commenced, erected or maintained on the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, color, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the unanimous vote of the Board of Directors, or by a Design Review Committee ("DRC") composed of three (3) or more representatives appointed by the Board of Directors. Such approval to be provided subsequent to obtaining approval from the Union Village Architect and per the Designs Code, and when applicable, and prior to obtaining approval from Turtlecreek Township and/or Warren County, Ohio. In the event said Board of Directors, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Section 12.01 will be deemed to have been fully complied with. It is understood that in all events the architectural controls called for by this provision are in supplementation to and not in substitution for those required by the Master Declaration, the Master Association, or the design review guidelines or community standards created in furtherance of any of the foregoing or such as shall be impressed upon the Property by the Turtlecreek Township, Warren County, Ohio. It is expressly recognized that the automatic approval provision set out above shall not apply to the need for approvals required by the Master Declaration.

12.02 Design Review Committee. During the Development Period the rights, powers and functions of the Board of Directors or its delegated committee as set forth in Sections 8.01 and 12.01 shall be exercised by Declarant or its representative. Declarant reserves the right to relinquish such right to the Board of Directors at any time during the Development Period, at its sole discretion.

12.03 Specific Restrictions and Design Standards. Notwithstanding the foregoing, the restrictions and/or covenants set forth in the Design Standards shall apply to the improvements on the Property and any Lot as described therein.

ARTICLE XIII
ANNEXATION

13.01 Contemplated Annexation by Declarant. Declarant, who is the fee simple owner, or has rights to acquire the Additional Property, contemplates submitting, in whole or in part, the Additional Property, if any, to the provisions of this Declaration so that the same will become in all respects part of the Property.

13.02 Reservation of Right to Annex Additional Property. Declarant hereby reserves the right at any time during the Development Period to take the action so contemplated in submitting the Additional Property and to develop thereon a maximum number of additional Lots equal to that permitted under applicable zoning ordinances, and reserving certain portions of it for green space, open areas, easements, parking and other recreational lands and facilities, so that the same will become, in all respects, part of the Property. The Dwelling Units for the Additional Property are contemplated to be substantially the same type, character, quality, style and size as those constructed on the Lots submitted to the provisions of this Declaration, provided however that subject to such restrictions as are impressed upon the Property or any Property proposed for annexation by the Master Declaration, the Master Association, Union Village Architect and Design Code, the Design Review Committee or community standards or such as shall exist by reason of the requirements of the Turtlecreek Township, Warren County, Ohio, changes in architectural styles, exteriors or elevations shall not be precluded.

13.03 Reservation of Right to Amend Declaration. Declarant hereby reserves the right to amend this Declaration in the manner hereinafter provided in such respects as Declarant may deem advisable in order to effectuate the generality of the foregoing, the right to amend this Declaration so as to include the Additional Property and the improvements constructed thereon as part of the Property.

13.04 Consent and Approval for Annexation Amendments. Declarant, on its own behalf as the Owner of all Lots in the Property, and on behalf of all subsequent Owners, hereby consents and approves and each Owner and his mortgagee, by accepting a deed conveying such ownership, or a mortgage encumbering such interest, as the case may be, hereby consents and approves the provisions of this Article 13, and all such Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all, such acts as may be deemed by Declarant to be necessary or proper to effectuate said provisions.

13.05 Power of Attorney Coupled with an Interest. Each Owner and his respective mortgagees, by the acceptance of a deed conveying such ownership, or a mortgage encumbering such interest, as the case may be, hereby irrevocably appoints Declarant his attorney in fact, coupled with an interest for the purpose of adding the Additional Property to the Property, pursuant to the provisions of this Article 13. Such Owner authorizes such attorney to execute, acknowledge and Record for and in his name an Amendment to this Declaration for the purpose of adding such

Additional Property. Such mortgagee authorizes such attorney to execute, acknowledge and record for and in its name and consent to any such Amendment.

ARTICLE XIV USE RESTRICTIONS

14.01 Use Restrictions. The following restrictions shall be in supplementation to and not in substitution for such as shall be provided for by the Master Declaration. In the event that there is a conflict between any restriction which follows and such as have been imposed upon the Property by the Master Declaration, the provisions of the Master Declaration and regulations created thereunder shall control.

(a) Use. The Property shall be used for residential purposes and for no other purpose except for purposes reserved to Declarant herein and except as herein specifically provided otherwise. It shall be expressly permissible for Declarant to maintain during the period of its sale of Lots or Dwelling Units, upon those portions of the Property as it deems desirable, those facilities it deems reasonably required, convenient or incidental to the construction and sale of Lots or Dwelling Units, and improvements thereof including, without limiting the generality of the foregoing, a sales office, storage area, models, and parking areas.

(b) Rental and Leasing. No Lot or any Dwelling Unit thereon shall be rented by the Owners thereof for transient or hotel purposes, which shall be defined as: (a) rental for any period less than twelve (12) consecutive months (1 year); (b) any rental regardless of duration, if the occupants of the Dwelling Unit are provided customary hotel services such as room service for food and beverage, maid service, and furnishing of laundry and linen services; or (c) rental to roomers or boarders, that is, rental to one (1) or more Persons of a portion of a Dwelling Unit only. No lease may be for less than an entire Lot. Any lease agreement shall be in writing, shall provide that the tenant shall be subject in all respects to the provisions hereof, and to the Master Declaration, and shall provide that the failure by the lessee to comply with the terms of this Declaration, the Master Declaration or any Rules or Regulations promulgated under either shall be a default under the lease. Whether or not such provisions are included in a lease of a Lot, any tenancy of a Lot shall be subject to termination for a violation of any covenant, condition and restriction contained in this Declaration or the Master Declaration, all as lawfully amended from time to time. The Owner of any Lot shall promptly provide the Association with a copy of any lease or rental agreement entered into for the lease or rental of any Dwelling Unit, prior to the commencement of such lease or rental term. No terms or conditions contained herein shall release or relieve the Lot Owner from any duties, responsibilities or obligations of such Lot Owner because of the occupancy of such Owner's Lot by a third party. The purpose of this section is to help maintain the aesthetic quality and owner-occupied residential nature of the planned community, in accordance with its master design and common development plan.

(c) Exterior of Dwelling Unit and Lots. Nothing shall be permitted to be hung, displayed or stored on the outside of windows or placed on the outside walls of a Dwelling Unit

or on the exterior walls of patios, or otherwise outside of a Dwelling Unit or any part thereof, except in enclosed patios, and no sign, awning, canopy, shutter, radio or television antenna or any other device or ornament shall be affixed to or placed upon the exterior walls, roof or the exterior patio walls, or otherwise on the Lot area visible to the public, other than originally provided by Declarant or as authorized by the Board of Directors, or its committee as hereinbefore provided.

(d) Common Element. No part of the Common Element shall be used by anyone other than the Association for the storage or maintenance of any signs, goods, machinery, material or other item or device, nor shall clothes, sheets, blankets, laundry or other articles of any kind be hung out or exposed on any part thereof visible from the outside, nor shall there be playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Area, except in accordance with rules and regulations therefor adopted from time to time by the Board of Directors. There shall be no gardens either ground level or in elevated planting beds within the Common Element. In addition, no use shall be made of the driveway areas that would prohibit and unimpeded ingress and egress by an Owner and such Owner's motor vehicles to and from such Owner's garage and the drives of the Common Element, if any.

(e) Vehicles. The parking of motor vehicles on the Common Element shall be subject to such Rules and Regulations as the Board of Directors may from time to time establish, which may include the assignment of exclusive parking spaces to each Owner. No boats, trailers, trucks or other like vehicles shall be permitted to park on the Common Element or visible part of any Lot, nor shall mechanical work on vehicles be permitted thereon, except in an enclosed garage. For purposes hereof "truck" shall mean any motor vehicle that equals or exceeds one (1) ton (2,000 pounds) gross vehicular weight or which contains graphic details (wraps, logos, stencil, removable or permanent signage, banners displaying any business information), used for business or other commercial operation. The term "truck" shall not include a pick-up truck with a gross vehicular weight equal to, or less than, one-fourth (1/4) ton (500 pounds) and used exclusively as a personal vehicle.

(f) Nuisances. No noxious or offensive activity shall be carried on or upon any Lot or Dwelling Unit or the Common Element nor shall anything be done thereon which may in any way or for any purpose endanger the health or unreasonably disturb the occupant of a Dwelling Unit or interfere with the full use of a Dwelling Unit.

(g) Structural Integrity. Nothing shall be done on any Lot or in, on or to the Common Element which will impair or change the structural integrity of any improvement located thereon.

(h) Temporary Structures. Other than residential Dwelling Units constructed following required approvals, no structure of a temporary or permanent character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot or on the Common Element at any time as a residence either temporarily or permanently.

(i) Signs. No sign of any kind shall be displayed to the public view on, or from, the Property, except signs used by Declarant to advertise Lots for sale during the construction and sales period, and professional signs including those for an Owner to advertise his Lot for sale, all for the foregoing as limited by Rules and Regulations adopted by the Board of Directors.

(j) Animals. Except as hereinafter provided, no animals, livestock, birds, fowl, or poultry of any kind shall be raised, bred or kept on any Lot or the Common Element. Notwithstanding the foregoing, household domestic pets, not in excess of the total of three (3), not bred or maintained for commercial purposes, may be maintained on a Lot, provided that (1) no such animal(s) shall be permitted in any portion of the Common Element, except when on a handheld leash controlled by a responsible person; no animal shall be attached to a chain or tether secured to a stake, building or other structure and left unattended, (2) the permitting of attended leashed animals on the Common Element shall be subject to such Rules and Regulations as the Board of Directors may from time to time establish, and (3) the right of an Owner to maintain an animal or animals on a Lot shall be subject to termination if the Board of Directors, in its full and complete discretion, determines that the maintenance or actions of the animal constitutes a nuisance. All animal waste and biproduct shall be immediately cleaned up and properly disposed of by the owner of the animal or of the Lot on which the animal is located.

(k) Garbage and Refuse Disposal. No Lot or the Common Element shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(l) Water Supply. No individual water supply system shall be permitted on any Lot.

(m) Sewage Disposal. No individual sewage disposal system shall be permitted on any Lot.

(n) Building Easements. Within the easements for the installation and maintenance of utilities and drainage facilities no structure, planting or other material (except such as exist at the time of this Declaration) shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.

(m) No Flags. Except for the American Flag (Flag of the United States of America) in a size not to exceed 24 inches in height by 36 inches in length, no flags are allowed to be displayed on the Property at any time, whether pole mounted, wall mounted, temporary or permanent in nature. The American Flag may be displayed based upon the Rules and Regulations established by the Board of Directors from time to time, or otherwise in conformance with the patriotic

customs set forth in 4 U.S.C.A. 5-10, as amended, governing the display and use of the flag of the United States; or the recommended flagpole standards set forth in "Our Flag" published pursuant to S.C.R. 61 of the 105th Congress, 1st Session, (1998); or pursuant to any federal law, proclamation of the president of the United States, governor of Ohio, Ohio Revised Code or local ordinance or resolution.

ARTICLE XV CONDEMNATION

15.01 Condemnation. In the event that by reason of the exercise by appropriate public authority of the right of eminent domain any portion of the Common Element is appropriated, the net proceeds received therefrom shall be prorated and distributed among the Owners in the same proportions as their share of the annual assessments are charged, subject to the right of any holder of the first mortgage to the portion of the proceeds applicable to the Lot mortgaged to such mortgagee.

ARTICLE XVI MASTER DECLARATION

16.01 Master Declaration / General. As set out above and in the recitals, the provisions of the Master Declaration relating to Union Village property as the same has been amended over time are expressly incorporated into the provisions of this Declaration and shall be binding upon and inure to the benefit of all parties having any right, title or interest in and to all or any part of the Property and each Owner by accepting an interest in such Property agrees to compliance with the provisions of the Master Declaration and regulations in effect in furtherance of its provisions and purposes. As indicated elsewhere in this Declaration, the delineation of some provisions of the Master Declaration is in no event intended to suggest that less than all such provisions are incorporated into this Declaration. As previously indicated the provisions of this Declaration are in supplementation to and not in substitution for the provisions of the Master Declaration, the Master Association, CAUV, and the CAUV Declaration and standards impressed upon the Property by any of the foregoing or by reason of design review standards, community standards, or requirements of Turtlecreek Township, Warren County, Ohio.

16.02 Master Association Membership. The Master Declaration provides for association membership at Article IV and the provisions of the same are incorporated herein. It is expressly recognized that each Owner shall be a member of the Master Association as well as the Association.

16.03 Master Association Assessments. The Master Declaration provides for community assessments at Article VIII and the provisions of the same are incorporated herein. It is expressly recognized that in no event shall Declarant be constituted as the party obligated for the payment of Master Association assessments assigned to a Lot by reason of the provisions of the Master Declaration as amended, except as an Owner of a Lot. Declarant shall not however be deemed a

guarantor of the obligation of Members of the Association for the collection of Master Association assessments assigned to such members otherwise. Accordingly, should Declarant at any time remit any amount to the Master Association to discharge an assessment which is the obligation of an Owner by reason of ownership of a Lot in The Townes at Union Village development, then Declarant shall have the right to recover from any such delinquent Owner for amounts advanced including compound interest at the rate of ten percent (10%) per annum and all costs of the enforcement of the collection of such debt including without limitation legal fees incurred in the pursuit of any and all remedies in furtherance thereof. Each Owner expressly acknowledges that liability for assessments extends to those as are generated by the Master Association for all property which forms a part of the Union Village property as well as assessments for the efficient administration of Property included within The Townes at Union Village development.

16.04 Design Review. The provisions of Article IX of the Master Declaration are expressly incorporated herein by reference. It is expressly recognized that the Union Village Architect, the Design Code and Design Review Committee shall be responsible for house and building plans, siding, color schemes, lot grading and landscaping for initial improvements and also for any future improvements or alterations following initial construction. In addition to such requirements as are impressed upon the Property by the Master Declaration and the Design Review Committee in place in regard thereto, the Property submitted as any part of The Townes at Union Village development shall be in conformance with approved plans and in conformance with final plans as approved by Turtlecreek Township, Warren County, Ohio.

16.05 Use Restrictions. The provisions of the Master Declaration regarding use restrictions appear at Article X thereof and are incorporated herein. As indicated elsewhere in this Declaration, in the case of a conflict the provisions of the Master Declaration and this Declaration in that regard the provisions of the Master Declaration shall control. Nothing prevents this Declaration from being more restrictive in uses than the Master Declaration.

16.06 Conflicts Between Declaration and Master Declaration. As indicated at the outset of this provision, the delineation of this Declaration of certain specific provisions included in the Master Declaration is not intended to suggest nor shall it be deemed to mean the other provisions of the Master Declaration are not also incorporated herein and each and every person who owns a Lot acknowledges that all of such provisions of the Master Declaration as the same has been amended from time to time, together with the regulations impressed by such Master Declaration in the form of Association By-Laws and regulations including such as exist by reason of the Union Village Architect, Design Review Committee and community standards as well as such as are impressed by the Turtlecreek Township, Warren County, Ohio shall bind each and every Owner of a Lot within the development known as The Townes at Union Village. Except as otherwise provided herein, in the event of any conflict between this Declaration and Master Declaration, this Declaration shall control. Any conflict between this Declaration and the Association's By-Laws, the By-Laws shall control.

ARTICLE XVII

GENERAL

17.01 Covenants Running with the Land. The covenants, conditions, restrictions, easements, reservations, liens and charges created by this Declaration shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Property, and their respective heirs, executors, administrators, successors and assigns, for a term of fifty (50) years from the date this Declaration is Recorded, after which time it shall automatically extend for successive periods of ten (10) years, unless amended as herein provided, and subject to the provisions of Article XI of this Declaration.

17.02 Enforcement. In addition to any other remedies provided in this Declaration, Declarant, its successors and assigns, the Association, the Master Association, or any Member shall have the right to enforce, in a court of competent jurisdiction by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or now or hereafter imposed by or through the Rules and Regulations and the Plat Restrictions. Failure by Declarant, the Association or by any Member to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. The Association shall not deliberately refuse to enforce the provisions hereof or discontinue operations, or attempt to terminate its operation without giving thirty (30) calendar days prior written notice to all Members and all Eligible First Mortgagees.

17.03 Notice to Mortgagees. Notwithstanding any other provisions hereof, the Association shall notify any Eligible First Mortgagee in writing of any default by the Owner of such Lot in performance of that Owner's obligations under the Organizational Documents which is not cured within thirty (30) calendar days; provided, however that the failure of the Association to notify a mortgagee of any such default shall not act as a waiver of any right on the Association to proceed upon an Owner for such default.

17.04 Severability. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall not in any way affect any other provisions hereof, all of which shall remain in full force and effect.

17.05 Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable. Any necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships or individuals, male or female, shall in all cases be assumed as though in each case fully expressed herein.

17.06 References. Unless otherwise specified, all references to a particular Article or Section shall refer to such Article or Section of the Declaration, or if expressly stated to the Master Declaration, or CAUV Declaration.

17.07 Compliance with Requirements. The Declaration and the plan of ownership, recognized as a planned development, created hereby, has been created and is existing in full compliance with all applicable requirements of local, state and all other applicable ordinances and laws.

17.08 Partition. There shall be no judicial partition of the Common Element, nor shall any Owner or any Person (excepting Declarant) who acquired any interest in the Property or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in co-tenancy.

17.09 Taxes, Assessments and Charges. The First Mortgagee of any Lot, either singly or jointly with other holders of first mortgages on any Lot, at its or their option may pay taxes, real estate assessments or other charges which are in default and which may or have become a charge against the Common Element. The funds so advanced shall be deemed to have been loaned to the Association; shall bear interest at a per annum rate two percent (2%) higher than the basic interest rate on any note secured by the mortgagee's mortgage against a portion of the Property; and shall be due and payable to the mortgagee by the Association immediately. The repayment of said obligation shall be secured by a Special Lot Assessment against all Owners and shall not require a vote of the Members of the Association, anything to the contrary in the Declaration notwithstanding.

17.10 Notices. Notices required hereunder shall be in writing and shall be delivered by hand or sent by United States mail, postage prepaid. All notices to Owners shall be delivered or sent to such address as has been designated in writing to the Association, or if no address has been so designated, at the address of such Owner's respective Lots. Notices sent by United States mail shall be deemed effective on the third day after mailing. Notices delivered in person shall be deemed effective on the date of delivery. All notices to the Association shall be delivered or sent in care of Declarant at 2785 Orchard Run Road, Dayton, Ohio 45449 or to such other address as the Association may from time-to-time notify the Owners. All notices to the Declarant shall be delivered or sent to Declarant at the above address or to such other address as Declarant may from time-to-time notify the Association. Notices to Mortgagees shall be delivered or sent to such address as such Mortgagees shall specify in writing to the Association.

17.11 No Liability. Declarant has, using best efforts and all due diligence, prepared and Recorded this Declaration so that each and every Owner shall have the right and the power to enforce the terms and provisions of this Declaration against every other Owner. However, in the event that this Declaration is, or for any reason whatsoever, is unenforceable by an Owner (or any other person) in a court of law or otherwise, Developer shall have no liability of any kind as a result of such unenforceability, and each and every Owner by acceptance of a deed conveying a Lot acknowledges that Developer shall have no such liability.

17.12 Agreements. All agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board shall be binding upon all Owners, the heirs, legal representatives, successors and assigns, and others having an interest in the Property or the privilege or possession in enjoyment of any part of the Property, except that no such agreement shall binding as to the Declarant without the written consent of the Declarant.

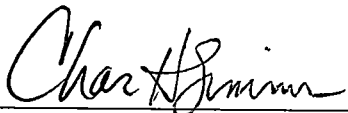
17.13 Security. NOTWITHSTANDING ANY PRIVACY WALL AND/OR FENCE SERVING THE PROPERTY, DECLARANT MAKES NO REPRESENTATION OR WARRANTIES WITH REGARD TO THE EFFICACY OF SUCH STRUCTURES FROM A SAFETY OR SECURITY STANDPOINT. EACH OWNER, OCCUPANT, GUEST OR INVITEE AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE DECLARANT IS NOT AN INSURER AND THAT EACH OWNER, OCCUPANT, GUEST AND INVITEE ASSUMES ALL RISKS OF PERSONAL INJURY AND PROPERTY DAMAGE.

IN WITNESS WHEREOF, CHARLES V. SIMMS DEVELOPMENT COMPANY, an Ohio corporation has caused this instrument to be executed this 25th day of may, 2021.

DECLARANT:

CHARLES V. SIMMS DEVELOPMENT CORPORATION,

BY:



CHARLES H. SIMMS, PRESIDENT

STATE OF OHIO }
 } SS:
COUNTY OF MONTGOMERY }

The foregoing instrument was acknowledged before me this 25th day of MAY, 2021, by CHARLES H. SIMMS, PRESIDENT of CHARLES V. SIMMS DEVELOPMENT CORPORATION, the Declarant, on behalf of the corporation.



ANGELINE D WORLEY
Notary Public - State of Ohio NOTARY PUBLIC
Commission Expires 12-28-24

Angelina D. Worley

This Instrument Prepared By: David H, Montgomery, Esq., Pickrel, Schaeffer & Ebeling Co., L.P.A., 2700 Stratacache Tower, 40 North Main Street, Dayton, Ohio 45423 1NQ6402

EXHIBIT "A"
LEGAL DESCRIPTION

Situated in Section 24, Town 4, Range 3, B.T.M., Turtlecreek Township, Warren County, Ohio and being all of Lots 29, 30, 31, 32, 33, 34, and 35 as set forth on that certain plat of Union Village, Phase 1A, as Recorded in Plat Book 100, Page 30, and as File No. 2019-031662, Warren County, Ohio Records.

Auditor's Parcel Numbers:

mo all lots

12-24-310-002- Lot 29

12-24-310-003- Lot 30

12-24-310-004- Lot 31

12-24-310-005- Lot 32

12-24-310-006- Lot 33

12-24-310-007- Lot 34

12-24-310-008- Lot 35

[illegible][illegible]

UNLESS OTHERWISE DESIGNATED ON THIS PLAN, ALL OPEN SPACE LOTS ARE CONTAINED WITHIN A DRAINAGE EASEMENT.

THESE FINDINGS, HOWEVER, DO NOT PRECLUDE THE POSSIBILITY THAT OTHER FACTORS, SUCH AS THE ECONOMIC GROWTH OF THE COUNTRY, MAY BE INVOLVED IN THE EXPLANATION OF THE LOW INCIDENCE OF THE UNEMPLOYED. IN THE UNITED STATES, FOR EXAMPLE, THE LABOR FORCE PARTICIPATION RATE HAS RISEN IN RECENT YEARS, AND THIS MAY BE THE RESULT OF A CHANGING LABOR MARKET DEMAND. IN THE UNITED STATES, HOWEVER, THE LABOR MARKET DEMAND HAS BEEN RELATIVELY STABLE, AND THE LABOR FORCE PARTICIPATION RATE HAS RISEN IN RECENT YEARS. IN THE UNITED STATES, HOWEVER, THE LABOR MARKET DEMAND HAS BEEN RELATIVELY STABLE, AND THE LABOR FORCE PARTICIPATION RATE HAS RISEN IN RECENT YEARS.

POWER ENERGY GRID, INC. AND THEIR PARENT ENTITY (OR ENTITY CONTROLLING BOTH ENTITIES) THEIR RESPECTIVE SUBSIDIARIES OR AFFILIATE ENTITIES, AND ANY OTHER PROVIDER OF UTILITY SERVICES

ALCOHOLIC BEVERAGES, DISTILLED, LIMITED, a subsidiary of ALCOHOLIC BEVERAGES, INC., is a public company listed on the New York Stock Exchange under the symbol ABL. The company is a leading manufacturer and distributor of alcoholic beverages in the United States. The company's products include wine, spirits, and beer. The company is also a leading distributor of alcoholic beverages in the United States. The company's products are sold in all 50 states and in over 100 countries. The company is a member of the National Association of Manufacturers and the National Association of Manufacturers of Distilled Spirits. The company is also a member of the National Association of Manufacturers of Wine and Beer. The company is a leading manufacturer and distributor of alcoholic beverages in the United States. The company's products include wine, spirits, and beer. The company is also a leading distributor of alcoholic beverages in the United States. The company's products are sold in all 50 states and in over 100 countries. The company is a member of the National Association of Manufacturers and the National Association of Manufacturers of Distilled Spirits. The company is also a member of the National Association of Manufacturers of Wine and Beer. The company is a leading manufacturer and distributor of alcoholic beverages in the United States. The company's products include wine, spirits, and beer. The company is also a leading distributor of alcoholic beverages in the United States. The company's products are sold in all 50 states and in over 100 countries. The company is a member of the National Association of Manufacturers and the National Association of Manufacturers of Distilled Spirits. The company is also a member of the National Association of Manufacturers of Wine and Beer.

USE OF THE PROVISIONS OF THIS AGREEMENT WILL HAVE ACCESS, OCCUPANCY, AND UTILITY CLASSIFICATIONS. THEIR DEPENDENCY ON THE SAME RESTRICTIONS, THEREFORE, IS STATED WITHIN THIS PLAN. RECONSTRUCTION, RELOCATIONS, AND CONSTRUCTION OF NEW UTILITIES IS PERMISSIBLE DURING THE INSTANT POSSESSION OF THE PARCELS. OWNER AND SAID UTILITY PROVIDER TO A MUTUALLY AGREEABLE LOCATION.

James A. Conington
DIRECTOR
LAND VALUE DEVELOPMENT COMPANY

OK
WITNESS

Walt Conington
WITNESS

DECLARATION OF CONSENTS AND RESTRICTIONS FOR COMMUNITY AUTHORITY OF LAND WITH THE WARREN COUNTY RECORDERS AS DOCUMENT NUMBER 2017-022223 AND ANY

HOME OWNERS ASSOCIATION

REGULATIONS, COVENANTS, AND RESTRICTIONS OF THE HOME OWNERS ASSOCIATION FOR LINDA VILLAGE AND SUBJECT TO ALL AMENDMENTS AND SUPPLEMENTS TO THE HOME OWNERS ASSOCIATION DOCUMENTS, WHICH MAY BE RECORDED FROM TIME TO TIME

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EXHIBIT
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27/5-2008

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UNION VILLAGE DEVELOPMENT COMPANY
580 N SR 741
LEESAVON OHIO 43001

[illegible]

ON THIS 15th DAY OF October, 2018.

COMMISSIONER
H. H. H. H. H.
H. H. H. H. H.

ON THIS 11th DAY OF October, 2018

EXECUTIVE DIRECTOR

mile T-100

7/10/11

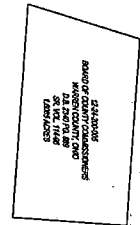
_____ 2017.04.11 2017.04.11

INVESTIGATING OFFICER: SA [redacted] DATE: 06/06/2017

RECORDED FOR RECORD THIS 23RD DAY OF October 1944 PM

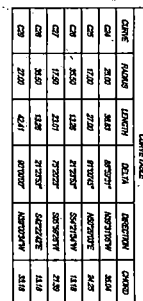
8. MONUMENTATION WILL BE SET AT ALL PROPERTY CORNERS AND CHANGES OF DIRECTION. MONUMENTATION WILL ALSO BE SET ALONG ALL

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OCTOBER 2019
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PROJECT NO. 14021705-000
DATE 01-15-2018
SHEET NAME
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UNION VILLAGE -
PHASE 1A
SHEET NO.
2 OF 4



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**UNION VILLAGE ~
PHASE I A**
SECTION 24, TOWN 4, RANGE 3, BIRTH
THIRTEEN CREEK TOWNSHIP
WARREN COUNTY, OHIO

**UNION VILLAGE -
PHASE 1A**

3 OF 4



LINE	FROM	TO	DIRECTION	DEG
1	11.00	11.00	0.00°	0.00
2	11.00	11.00	0.00°	0.00
3	11.00	11.00	0.00°	0.00
4	11.00	11.00	0.00°	0.00
5	11.00	11.00	0.00°	0.00
6	11.00	11.00	0.00°	0.00
7	11.00	11.00	0.00°	0.00
8	11.00	11.00	0.00°	0.00
9	11.00	11.00	0.00°	0.00
10	11.00	11.00	0.00°	0.00
11	11.00	11.00	0.00°	0.00
12	11.00	11.00	0.00°	0.00
13	11.00	11.00	0.00°	0.00
14	11.00	11.00	0.00°	0.00
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LINE	FROM	TO	DIRECTION	DEG
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THE KLEINGERS GROUP

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UNION VILLAGE ~ PHASE I A

SECTION 2A, TOWN & RANGE 2, 8TH
 TARRANT COUNTY, TEXAS
 TARRANT COUNTY, TEXAS

2021-0245

4 OF 4

TARRANT COUNTY, TEXAS

2021-0245

42 OF 70

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UNION VILLAGE ~ PHASE I A

SECTION 2A, TOWN & RANGE 2, 8TH
 TARRANT COUNTY, TEXAS
 TARRANT COUNTY, TEXAS

2021-0245

4 OF 4



**THE TOWNES AT UNION VILLAGE HOMEOWNERS' ASSOCIATION, INC.
BY-LAWS**

These By-Laws are executed and attached to the Declaration pursuant to the Ohio Planned Communities Act, Chapter 5312 of the Ohio Revised Code. Their purpose is to provide for the establishment of an owner's association for the administration of the Common Element and Property in the planned community known as the Townes at Union Village residential development in the manner provided by the Declaration and by these By-Laws. All present or future owners or tenants or their guests, invitee, employees, and any other person who might use the facilities of the Property in any manner shall be subject to any restrictions, conditions or regulations hereafter adopted by the Board. The mere acquisition or rental of any of the Dwelling Units located within the Property described in the Declaration or the mere act of occupancy of any of the Dwelling Units will constitute acceptance and ratification of the Declaration and of these By-Laws. The terms used herein shall have the same meaning as defined in the Declaration.

**ARTICLE I
THE ASSOCIATION**

1.01 Name of Association. The Association shall be an Ohio corporation, not-for-profit, and shall be called **THE TOWNES AT UNION VILLAGE HOMEOWNERS' ASSOCIATION, INC.** and the principal office of which shall be located in the City of Dayton, Montgomery County, Ohio.

1.02 Membership and Voting Rights. Membership requirements and the voting rights of its Members are set forth in the Declaration.

1.03 Proxies. Votes may be cast in person or by proxy. The person appointed as proxy need not be an Owner. Proxies must be in writing and filed with the Secretary of the Association before the appointed time of each meeting or action taken. Unless otherwise provided, all proxies shall be revocable at any time by delivering written notice of such revocation to the Secretary of the Association, or as therein stated within the written proxy itself. If, by the terms of a First Mortgage, an Owner has designated such mortgagee as his proxy, the presentation to the Secretary of the Association by a representative of such mortgagee of a copy of the mortgage containing such proxy designation shall constitute notice of such proxy designation and if the mortgage so states, notice of the irrevocability of such designation.

1.04 Place of Meetings. Meetings of the Association shall be held at such place upon the Property or at such other place within Warren County, Ohio, as may be designated by the Board and specified in the notice of the meeting at 8:00 p.m., or at such other time as may be designated by the Board and specified in the notice of the meeting.

1.05 First Meeting. The first meeting of the Members shall be held within the time limits prescribed by the Declaration and shall be considered the first annual meeting.

1.06 Special Meetings. It shall be the duty of the President of the Association to call a special meeting of the Owners as directed by resolution of the Board or upon a petition signed by a majority of the Owners and having been presented to the Secretary. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of Five-sevenths (5/7) of the Owners present, either in person or by proxy.

1.07 Notice of Meetings. It shall be the duty of the Secretary of the Association to mail a notice of each annual or special meeting, stating the purpose thereof, as well as the date, time, and place where it is to be held, to each Owner of record, at the address on record with the Association, at least fourteen (14) calendar days but not more than twenty-eight (28) calendar days prior to such meeting. The Owners of record will be determined as of the day preceding the day on which notice is given.

1.08 Waiver of Notice. Notice of the date, time, place, and purpose of any meeting of Members may be waived in writing, either before or at the commencement of such meeting by any Members, which writing shall be filed with, or entered upon the records of the meeting. The attendance of any Members at any such meeting without protesting, prior to, or at the commencement of the meeting the lack of proper notice, shall be deemed to be a waiver by him of notice of such meeting.

1.09 Action by Unanimous Written Consent of the Owners. Any action which may be authorized or taken at a meeting of the Owners may be authorized or taken without a meeting in a writing or writings signed by all of the Owners. The writing or writings evidencing such action taken by the unanimous written consent of the Owners shall be filed with the records of the Association. Written notice of any action proposed to be taken by the unanimous written consent of the Owners shall be sent to all persons entitled to notice under these By-Laws at least five (5) calendar days prior to the circulation of the action for unanimous written consent among the Owners and shall specify the action proposed to be so taken.

1.10 Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, more than fifty percent (50%) of the votes of membership shall constitute a quorum for any action except as otherwise provided for in the organizational documents. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time-to-time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

1.11 Order of Business. The order of business at all meetings of the Owners shall be as follows:

- (a) Roll call
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of minutes of preceding meeting
- (d) Reports of officers
- (e) Report of committees
- (f) Election of inspectors of election
- (g) Election of directors
- (h) Unfinished business
- (i) New business
- (j) Adjournment

ARTICLE II

GENERAL POWERS OF THE ASSOCIATION

2.01 General. The Association shall have the following authority and power

- (a) Hire and fire managing agents, attorneys, accountants and other independent contractors and employees that the Board determines are necessary or desirable in the management of the Common Element Property and the Association;
- (b) Commence, defend, intervene in, settle or compromise any civil, criminal or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Property and Common Element, or that involves two (2) or more Owners and relates to matters affecting the Property
- (c) Enter into contracts and incur liabilities relating to the operation of the Property and the Association;
- (d) Regulate the use, maintenance, repair, replacement, modification, and appearance of the Common Element (including all outdoor parking spaces on the Property even if deemed Limited Common Element or subject to a license) and Property;
- (e) Adopt Rules and Regulations that regulate the use or occupancy of Dwelling Units, the maintenance, repair, replacement, modification and appearance of the, buildings Common Elements and Limited Common Elements when the actions regulated by those rules affect Common Elements or other Dwelling Units;
- (f) Cause additional improvements to be made as part of the Common Elements;

(g) Purchase, encumber, and convey Dwelling Units and, subject to the requirements set forth in this Declaration, acquire an interest in other real property and encumber or convey that interest. All expenses incurred in connection with the acquisition, encumbrance, use and operation of that interest are common expenses;

(h) Acquire, encumber and convey or otherwise transfer personal property;

(i) Hold in the name of the Association the real property and personal property acquired pursuant to subsections (g) and (h) of this section;

(j) Grant easements, leases, licenses and concessions through or over the Common Elements, and as otherwise provided in the Declaration;

(k) Impose and collect fees or other charges for the use, rental or operation of the Common Elements or for services provided to Owners;

(l) Impose interest and late charges for the late payment of assessments and impose returned check charges;

(m) Promulgate and, pursuant to the provisions of the Organizational Documents, impose reasonable enforcement assessments for violations of the Organizational Documents and Rules and Regulations, and reasonable charges for damage to the Common Elements or other property;

(n) Adopt and amend rules that regulate the collection of delinquent assessments and the application of payments of delinquent assessments;

(o) Impose reasonable charges for preparing, recording or copying Amendments, resale certificates or statements of unpaid assessments and the books and records of the Association;

(p) Enter into a Dwelling Unit for bona fide purposes when conditions exist that involve an imminent risk of damage or harm to Common Elements, another Dwelling Unit, or to the health or safety of the occupants of that Dwelling Unit or another Dwelling Unit;

(q) To borrow funds, as needed, and pledge such security and rights of the Association as may be necessary or desirable to obtain any such loan including, without limitation, the pledge or assignment of the Association's right to future income and the Association's right to levy assessments upon the Members;

(r) Suspend the voting privileges and use of recreational facilities of an Owner or the Occupants, the Owners of which are delinquent in the payment of assessments for more than thirty (30) calendar days;

(s) Purchase insurance and fidelity bonds required by the Underwriters, or such other insurance and fidelity bonds as the directors consider appropriate or necessary;

(t) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law;

(u) Exercise powers that are:

- (1) Conferred by the Organizational Documents, or Ohio law;
- (2) Necessary to incorporate or reincorporate the Association as an Ohio not-for-profit corporation
- (3) Permitted to be exercised in Ohio by a not-for-profit corporation;
- (4) Necessary and proper for the government and operation of the Association.

ARTICLE III **BOARD OF DIRECTORS**

3.01 Number and Qualification. The affairs of the Association shall be governed by a Board composed of three (3) Persons, all of whom must be Owners or spouses of Owners, or if the Dwelling Unit is not owned by an individual, then any principal, member of a limited liability company, partner, director, officer, employee, trustee of such Owner may be nominated and serve on the Board. If, at any one time one (1) Eligible First Mortgagee shall hold mortgages upon more than fifty percent (50%) of the Dwelling Units, such Eligible First Mortgagee may designate its representative who shall be a sixth (6th) member of the Board. Such representative need not be an Owner or spouse of Owner.

3.02 Election of Directors. The required directors shall be elected at each annual meeting of the Members. The Declarant may appoint and remove the initial members of the Board of Directors until such time as the Association is turned over to the Owners, or concurrent with or prior to the expiration of the Development Period, whichever is earlier in time. Only persons nominated as candidates shall be eligible for election as directors and the candidates receiving the greatest number of votes shall be elected. Each Member may vote for as many candidates as there are vacancies in the Board due to the expiration of their terms; provided, however that a

vacancy in the position of a representative of an Eligible Holder, if any, shall be filled by such Eligible First Mortgagee.

3.03 Vacancies During the Term. In the event of the occurrence of any vacancy or vacancies on the Board during the term of such director(s), the remaining directors, though less than a majority of the whole authorized number of directors, may, by the vote of a majority of their number, fill any such vacancy for the unexpired term; provided, however that a vacancy in the position of a representative of an Eligible First Mortgagee, if any, shall be filled by such Eligible First Mortgagee.

3.04 Term of Office; Resignation. Each director shall hold office until his term expires or until his earlier resignation, removal from office or death. Any director may resign at any time by oral statement to that effect made at a meeting of the Board, or in a writing to that effect delivered to the Secretary of the Association; such resignation to take effect immediately, or at such other time as the director may specify. At the first annual meeting of the Members the term of office of the three (3) directors shall be fixed so that such terms shall expire one year, two (2) years, and three (3) years respectively, from and after the date of the next following annual meeting of the Members. At the expiration of such initial term of office of each respective director, his successor shall be elected to serve for a term of three (3) years.

3.05 Removal of Directors. At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by the vote of Members entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, except that a director, if any, acting as a representative of a lending institution may not be removed by such vote. Any director whose removal has been proposed by the Members shall be given an opportunity to be heard at such meeting prior to a vote for removal being taken. In the event that a director is removed by vote, his successor shall then and thereby be elected to fill the vacancy thus created.

3.06 Organization Meeting. Immediately after each annual meeting of the Members the newly elected directors and those directors whose terms hold over shall hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

3.07 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined by a majority of the directors, but at least four (4) such meetings shall be held during each year.

3.08 Special Meetings. Special Meetings of the Board may be held at any time upon call by the President or any two (2) directors. Written notice of the time and place of each such meeting shall be given to each director either by personal delivery, mail, telegram, facsimile, or telephone, at least two (2) calendar days before the meeting, which notice shall specify the purpose of the meeting; provided, however that attendance of any director at any such meeting

without protesting prior to or at the commencement of the meeting the lack of proper notice, shall be deemed to be a waiver by him of notice of such meeting and such notice may be waived in writing, either before, or at the commencement of such meeting. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.09 Boards' Quorum. At all meetings of the Board a majority of the directors shall constitute a quorum for the transaction of business and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At the continuation of any such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without further notice.

3.10 Electronic Communication. Meetings of the Board may be held by any method of communication, including electronic, videographic, or telephonic communications, provided that each director can hear, or read, participate and respond in real time to every other member.

3.11 Action by Unanimous Written Consent of the Board. Any action which may be authorized to be taken at a meeting of the Board may be taken or authorized without a meeting in a writing or writings signed by all of the members of the Board. The writing or writings evidencing such action taken by the unanimous written consent of the Board shall be filed with the records of the Association.

3.12 Fidelity Bonds. The Board shall require that all officers and employees of the Association handling or responsible for the Association funds shall furnish adequate fidelity bonds. The premiums for such bonds shall be paid by the Association.

3.13 Owner Participation. No Owner other than a Director may participate in any discussion or deliberation of a meeting of the Board at either a regular or special Board meeting unless the Board expressly authorizes that Owner to attend or participate.

3.14 Compliance with Anti-Discrimination Laws. The Board shall comply with all applicable state and federal laws concerning the prohibitions against discrimination on the basis of race, color, religion, sex, military status, national origin, disability, age, or ancestry, including, but not limited to, Chapter 4112 of the Ohio Revised Code. No private right of action additional to those conferred by the applicable state and federal anti-discrimination laws is conferred on any aggrieved individual by the preceding sentence.

ARTICLE IV
POWERS OF THE BOARD

4.01 General. The Board shall exercise all powers and authority, under law, and under the provisions of the Organizational Documents, that are not specifically and exclusively reserved to the Owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

- (a) take all actions deemed necessary or desirable to comply with all requirements of law, and the Organizational Documents;
- (b) obtain insurance coverage no less than that required pursuant to the Declaration and other Organizational Documents;
- (c) enforce the covenants, conditions and restrictions set forth in the Declaration;
- (d) repair, maintain and improve the Common Elements;
- (e) establish, enforce, levy and collect assessments as provided in the Declaration including for the payment of Common Expenses;
- (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 and invitees thereon;
 - (ii) detailing the procedures for discharging the Association's responsibilities with regard to the administration of the Property and Common Elements;
 - (iii) governing any aspect of the Property and Common Elements that is not required by statute to be governed by the Organizational Documents; and
 - (iv) establishing penalties for the infraction thereof and the Organization Documents;
- (g) suspend the voting rights of an Owner during any period in which such Owner shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) calendar days for each infraction of published Rules and Regulations or of any provisions of the Organizational Documents;

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

(i) authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association and to facilitate the efficient operation of the Property and Common Elements, which includes without limitation, the ability to hire and terminate managing agents, attorneys, accountants, and other independent professionals and employees deemed necessary for such purposes. It shall be the primary purpose of such management agreements and service agreements to provide for administration, management, repair and maintenance as provided in the Declaration, and the receipt and disbursement of funds as may be authorized by the Board. The terms of any management agreements shall be as determined by the Board to be in the best interest of the Association, subject, in all respects, to the provisions of the Organizational Documents;

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

(k) borrow funds, as needed, and pledge such security and rights of the Association as might be necessary or desirable to obtain any such loan including, without limitation, the pledge of the Association's right to levy assessments upon the Members; and

(l) do all things and take all actions permitted to be taken by the Association by law, or the Organizational Documents not specifically reserved thereby to others.

ARTICLE V

DUTIES OF THE BOARD

5.01 General. It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Owners at each annual meeting of Owners, or at any special meeting when such statement is requested in writing by Owners representing a Majority of the Owners;

(b) supervise all officers, agents and employees of the Association and see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(i) fix the amount of assessments against each Dwelling Unit and Lot;

- (ii) give written notice of each assessment to every Owner subject thereto within the time limits set forth therein; and
- (iii) foreclose the lien against any property for which assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Owner(s) personally obligated to pay the same, or both;
- (d) 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;
- (e) procure and maintain insurance and bonds as provided in the Declaration, and as the Board deems advisable;
- (f) cause the property, both real and personal, subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;
- (g) cause the restrictions created by the Declaration to be enforced; and
- (h) take all other actions required to comply with all requirements of law and the Organizational Documents.

ARTICLE VI

OFFICERS

6.01 Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board. The offices of Treasurer and Secretary may be filled by the same person.

6.02 Term of Office; Vacancies. The officers of the Association shall hold office until the next organization meeting of the Board and until their successors are elected, except in case of resignation, removal from office or death. The Board may remove any officer at any time, with or without cause, by a majority vote of the directors then in office. Any vacancy in any office may be filled by the Board.

6.03 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. Subject to directions of the Board, the President shall have general executive supervision over the business and affairs of the Association. The President may execute all authorized deeds, contracts and other obligations of the Association and shall have such other authority and shall perform such other duties as may be determined by the Board or otherwise provided for in the Organizational Documents.

6.04 Secretary. The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association. The Secretary shall have charge of such books and papers as the Board may direct. The Secretary shall be in charge of sending any notices and shall, in general, perform all the duties incident to the office of Secretary.

6.05 Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may, from time to time, be designated by the Board.

ARTICLE VII BOOKS

7.01 General. The Association shall maintain correct and complete books, records and financial statements of the Association, including, without limitation, the Organizational Documents; current Rules and Regulations; names and addresses of the Owners; actions and Board resolutions, minutes of all meetings of Members and the Board, documents relating to its financial condition, all receipts and expenditures, budget, financial statements showing the allocation, distribution and collection of the common profits, common losses and common expenses among and from the Owners and annual audited financial statements when such are prepared.

7.02 Availability. Any Owner, duly authorized agent of any Owner, duly authorized prospective purchaser, Eligible First Mortgagee, insurer or guarantor of a first mortgage on a Dwelling Unit, may examine and copy any of the foregoing books, records and financial statements pursuant to reasonable standards established in the Organizational Documents or by Rules and Regulations which may include, without limitation, standards governing the type of documents that are subject to examination and copying, the times and locations at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents.

7.03 Limitations. Notwithstanding the foregoing section, the Association shall not be required to permit the examination and copying of any of the following:

- (a) information that pertains to Property related personnel matters;
- (b) communications with legal counsel or attorney work product pertaining to pending litigation or other Property and Common Elements related matters;

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

(d) information that relates to the enforcement of the Organizational Documents or Rules and Regulations of the Association against Owners; or

(e) information the disclosure of which is prohibited by a confidentiality and non-disclosure agreement, state or federal law.

ARTICLE VIII **PURPOSE OF ASSESSMENTS**

8.01 Payments from Maintenance Funds. The Association shall establish and shall pay for out of the maintenance funds, the following:

(a) Utility Services for Common Elements and to Dwelling Units when measured by common meter. The cost of water, sewer services, waste removal, electricity, telephone, heat, power or any other necessary utility service to or for the Common Elements, plus the costs or charges for any utility service to individual Dwelling Units which are being serviced by a common meter, (i.e., water and sewer services which are being supplied to all of the Dwelling Units of a building and measured through one (1) meter). The Association reserves the right to levy additional assessments against any Owner and/or Lot to reimburse it for excessive use, as shall be determined by the Board, by such Owner of any utility service having been charged against or to the maintenance fund.

(b) Care of Common Elements. The cost of landscaping, gardening, snow and ice removal, paving, painting, cleaning, maintenance, decorating, repair and replacement of the Common Elements including all outdoor parking spaces whether the same are deemed Limited Common Element or are assigned by license to a specific Dwelling Unit.

(c) Certain Maintenance of Limited Common Elements and Buildings. The cost of the maintenance and repair of any Limited Common Elements (including all outdoor parking spaces whether the same are deemed Limited Common Element or are assigned by license to a specific Dwelling Unit) and buildings, parts of which include the respective Dwelling Units, if such maintenance or repair is necessary in the discretion of the Association to protect the Common Elements or the Property, or any other portion of a building, and the Owner or Owners of a Dwelling Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Association to said Owner or Owners, provided the Association shall levy a Special Individual Lot Assessment against such Owner(s) and Lot(s) for the cost of said maintenance or repair.

(d) Casualty Insurance. The premium upon a policy or policies of fire insurance with extended coverage, vandalism and malicious endorsements, as provided in the Declaration, the amount of which insurance shall be reviewed annually.

(e) Liability Insurance. The premium upon a policy or policies insuring the Association, the members of the Board and the Owners against any liability to the public or to the Owners, their invites or tenants, incident to the ownership and/or use of the Common Elements, as provided in the Declaration, the limits of which policy shall be reviewed annually.

(f) Wages and Fees for Services. The fees for services of any person or firm employed by the Association, including but not limited to, the services of a person or firm to act as a Managing Agent and legal and/or accounting services necessary or proper in the operation of the Property or the enforcement of the Organizational Documents and for the organization, operation and enforcement of the rights of the Association.

(g) Workmen's Compensation. The costs of workmen's compensation insurance to the extent necessary to comply with any applicable law.

(h) Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Property or any part thereof, including Common Elements, which may in the opinion of the Association constitute a lien against the entire Property, or a portion thereof, rather than merely against the interests therein of particular Owners, it being understood however, that the foregoing authority shall not be in limitation to any statutory provisions relating to the same subject matter. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it. Any costs incurred by the Association because of said lien or liens shall be specifically assessed to said Owners.

(i) Additional Expenses. The cost of any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, common expenses or assessments which the Association is required to secure to pay for pursuant to the terms of the Organizational Documents, the Declaration, Master Declaration, CAUV Declaration, or which, in its opinion, shall be necessary or proper for the maintenance and operation of the Property as a first class single family residential project, or for the enforcement of the Organizational Documents.

8.02 Delegation of Duties. The Association, through its Board and officers, has the authority to delegate to persons, firms or corporations of its choice, such duties and responsibilities of the Association as the Board shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

ARTICLE IX
DETERMINATION AND PAYMENT OF ASSESSMENTS

9.01 The Determination and Payment of Assessments. The following shall apply for the determination and payment of assessments:

(a) Each Member is obligated to pay to the Association their share of the costs to upkeep the Property as determined by the decisions of the Board as set forth in the annual estimated budget, which are secured by a continuing lien upon the property against which the assessment is made. If any assessment is not paid within ten (10) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. Interest, costs, and reasonable attorney's fees and paralegal fees and other expenses incurred of any such action shall automatically be added to the amount of such assessment. No Owner may waive or otherwise escape personal liability for the assessment provided for herein by non-use of the Common Element, the private roadway right-of-way easement or abandonment of his/her Lot.

(b) The Association shall credit any payment from a Lot Owner for an assessment in the following order: (a) to the interest owed on the outstanding balance; (b) to administrative late fees or enforcement assessments owed to the Association; (c) to collection costs, attorney fees, paralegal fees, and recording costs the Association incurred in collecting the assessment; and (d) to the oldest principal amounts the Owner owes to the Association for the Common Expenses, general or special assessments, as the case may be, chargeable against the Dwelling Unit or Lot.

9.02 Preparation of Estimated Budget. The Association shall, on or before December 1st of every year, prepare an estimate of the total amounts necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reserve for contingencies and replacements, and including any assessments under the Master Declaration or CAUV Declaration, if any, applicable to the Association and not invoiced directly to the Owner by the Master Association and/or CAUV. On or before December 15th, each Owner shall be notified in writing as to the amount of such estimate, with reasonable itemization thereto. On or before January 1st of the ensuing year and the 1st of each and every month of said year each Owner shall be obligated to pay to the Association, or as it may otherwise direct, one-twelfth (1/12) of the assessment made pursuant to this Section. On or before the date of the annual meeting, in each calendar year the Association shall supply to all Owners an itemized accounting of the maintenance expenses actually incurred for the preceding calendar year, together with a tabulation of the amounts collected pursuant to the estimate provided, and showing the net amount over or short of the actual expenditures plus reserves.

9.03 Reserve for Contingencies and Replacements. The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year shall be charged first against such reserve, unless the same is waived as provided for in the Organizational Documents and as permitted by Ohio law. If said estimated cash requirement proves inadequate for any reason, including non-payment of any Owner's assessment, the same shall be assessed equally to the Owners according to each Owner's number of Lots with the development, or as otherwise stated in the Declaration. The Association shall serve notice of such further assessment on all Owners by a statement in writing giving the reasons therefore, the amounts and the date or dates when such further assessment may be payable in a lump sum or in installments.

9.04 Periodic Assessments. Notwithstanding any provision in this Article IX, the Board may, at its sole option, elect that certain expenses such as insurance, water and sewer be paid by periodic assessments based on the billing date of such expenses. If the Board so elects, such expenses shall be separately stated in the budget specifying the amount and due date thereof.

9.05 Budget for First Year. When the first Board hereunder takes office after the Association is turned over by the Declarant, the Association shall determine the estimated cash requirement, as hereinabove defined, for the period commencing thirty (30) calendar days after said election and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against the Owners during said period as previously provided for.

9.06 Failure to Prepare Annual Budget. The failure or delay of the Association to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves as herein provided, whenever the same shall be determined. In the absence of any annual estimate or adjusted estimate the Owner shall continue to pay the monthly maintenance charge at the existing monthly rate established for the previous period until the first monthly maintenance payment which occurs more than ten (10) calendar days after such annual or adjusted estimate shall have been mailed or delivered.

9.07 Assessments. Monthly assessments shall begin as provided for in the Organizational Documents and shall be paid pursuant to the terms thereof.

9.08 Audit. Upon the written request of any Eligible First Mortgagee on over fifty-one percent (51%) of the Dwelling Units, or by any group of Eligible First Mortgagee who in the aggregate hold mortgages on Over fifty-one percent (51%) of the Dwelling Units, or upon written request executed by a majority of Owners, the books of the Association shall be audited, but not more than once every three (3) years by an independent registered or Certified Public Accountant. The

results of such audit shall be sent to every Owner of record, and the holder of any duly recorded mortgage against any ownership who requests in writing a copy thereof.

9.09 Remedies for Failure to Pay Assessments. If an Owner is in default in the monthly payment of the aforesaid charges, the Members of the Board may avail themselves of the lien rights and other rights provided for in the Declaration, or as otherwise permitted by law.

ARTICLE X

GENERAL PROVISIONS

10.01 Amending the By-Laws. These By-Laws may be amended at a regular or special meeting of the Members, by a vote of Members exercising seventy-five percent (75%) of the voting power of Members, and if material to the rights of a mortgagee, the approval of all holders of first mortgage liens on Lots has first been obtained. Notwithstanding the foregoing, during the Development Period, the Board may amend the Bylaws to correct a scrivener's, typographic or drafting error without the vote of the Members, upon a majority vote of the Board. No amendment to these By-Laws shall be deemed effective until Recorded in the office of the Warren County Recorder.

10.02 Controlling Documents. In the case of a conflict between the Articles and the By-Laws, the Articles shall control. In the case of a conflict between the Declaration and the By-Laws, the By-Laws shall control.

10.03 Dissolution of the Association. Any vote to terminate the applicability of the Declaration, dissolve the Association, or dissolve the planned community shall require the unanimous consent of all Owners.

10.04 Copies of Notices to Eligible First Mortgagee. Upon written request to the Board, Eligible First Mortgagees shall be given a copy of any and all notices and other documents permitted or required by the Organizational Documents to be given to the Owner(s) whose Lot ownership is subject to such mortgage, and a copy of any lien filed by the Association.

10.05 Service of Notices on the Board. Notices required to be given to the Board or to the Association may be delivered to any member of the Board or officer of the Association, either personally or by mail, addressed to such member or officer at his Dwelling Unit.

10.06 Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in the Organizational Documents shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

THE TOWNES AT UNION VILLAGE HOMEOWNERS' ASSOCIATION, INC.
BY-LAWS

10.07 Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Condominium Organizational Documents shall be deemed to be binding on all Owners, their successors, heirs, legal representatives, and assigns.

10.08 Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of these By-Laws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these By-Laws.

10.09 Gender and Grammar. Any necessary grammatical changes required to make the provisions hereof apply either to corporations, limited liability companies, partnerships, trusts, individuals, male or female, shall in all cases be assumed as in each case fully expressed herein.

EXECUTED on the date set forth in the acknowledgement of the signature below.

**THE TOWNES AT UNION VILLAGE
HOMEOWNERS' ASSOCIATION, INC.**

BY: CHARLES V. SIMMS DEVELOPMENT
CORPORATION

ITS: SOLE MEMBER

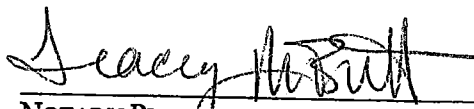
BY: 
CHARLES H. SIMMS, PRESIDENT

STATE OF OHIO)
COUNTY OF MONTGOMERY) SS:

The foregoing instrument was acknowledged before me this 21 day of April, 2021, by CHARLES H. SIMMS, PRESIDENT of CHARLES V. SIMMS DEVELOPMENT CORPORATION, the sole member THE TOWNES AT UNION VILLAGE HOMEOWNERS' ASSOCIATION, INC., an Ohio not-for-profit corporation, on behalf of such corporation.



Tracey M Butt
Notary Public - Ohio
Warren County
My Commission Expires
March 5, 2024
2019-RE-763635


NOTARY PUBLIC

This instrument prepared by: David H. Montgomery, Esq., Pickrel, Schaeffer and Ebeling Co., L.P.A., 2700 Kettering Tower, Dayton, Ohio 45423. 1LU4024

C - 17



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
04/22/2021	202108104402	DOMESTIC NONPROFIT CORP - ARTICLES (ARN)	99.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

PICKREL, SCHAEFFER & EBELING CO., LPA
2700 KETTERING TOWER, 40 N. MAIN ST
DAYTON, OH 45423

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Frank LaRose
4658081

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
THE TOWNES AT UNION VILLAGE HOMEOWNERS' ASSOCIATION, INC.

and, that said business records show the filing and recording of:

Document(s)

DOMESTIC NONPROFIT CORP - ARTICLES

Effective Date: 04/12/2021

Document No(s):

202108104402

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
22nd day of April, A.D. 2021.

Ohio Secretary of State

Form 532B Prescribed by:



Date Electronically Filed: 4/12/2021
 Toll Free: 877.767.3453 | Central Ohio: 614.466.3910
OhioSoS.gov | business@OhioSoS.gov
 File online or for more information: OhioBusinessCentral.gov

Initial Articles of Incorporation
(Nonprofit, Domestic Corporation)
Filing Fee: \$99
(114-ARN)
Form Must Be Typed

First:

Name of Corporation

The Townes at Union Village Homeowners' Association, Inc.

Second:

Location of Principal Office in Ohio

LEBANON

City

OHIO

State

WARREN

County

Optional:

Effective Date (MM/DD/YYYY)

4/12/2021

(The legal existence of the corporation begins upon the filing of the articles or on a later date specified that is not more than ninety days after filing.)

Third:

Purpose for which corporation is formed

See attached "Additional Provisions to Articles of Incorporation of The Townes at Union Village Homeowners' Association, Inc.."

**** Note: for Nonprofit Corporations:** The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit corporation secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided. ******

**** Note:** ORC Chapter 1702 allows for additional provisions to be included in the Articles of Incorporation that are filed with this office. If including any of these additional provisions, please do so by including them in an attachment to this form. ******

WARREN COUNTY

2021-024542

PAGE 61 OF 70

Original Appointment of Statutory Agent

The undersigned, being at least a majority of the incorporators of

The Townes at Union Village Homeowners' Association, Inc.

(Name of Corporation)

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is:

PS&E CORPORATE SERVICES, INC.

(Name of Statutory Agent)

2700 STRATACACHE TOWER, 40 N. MAIN ST.

(Mailing Address)

DAYTON

(Mailing City)

OH

(Mailing State)

45423

(Mailing ZIP Code)

Must be signed by
the incorporators or
a majority of the
incorporators.

DAVID H. MONTGOMERY, ESQ.

(Signature)

(Signature)

(Signature)

Acceptance of Appointment

The Undersigned, PS&E CORPORATE SERVICES, INC.

(Name of Statutory Agent)

, named herein as the

Statutory agent for The Townes at Union Village Homeowners' Association, Inc.

(Name of Corporation)

hereby acknowledges and accepts the appointment of statutory agent for said corporation.

Statutory Agent Signature DAVID H. MONTGOMERY, PRESIDENT

(Individual Agent's Signature / Signature on Behalf of Business Serving as Agent)

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Articles and original appointment of agent must be signed by the incorporator(s).

If the incorporator is an individual, then they must sign in the "signature" box and print his/her name in the "Print Name" box.

If the incorporator is a business entity, not an individual, then please print the entity name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print his/her name and title/authority in the "Print Name" box.

DAVID H. MONTGOMERY, ESQ.

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

**ADDITIONAL PROVISIONS TO
ARTICLES OF INCORPORATION OF
THE TOWNES AT UNION VILLAGE HOMEOWNERS' ASSOCIATION, INC.**

FOURTH: Purpose for which corporation is formed:

Forthwith upon the creation of the Association, the undersigned is creating a Planned Community under the provisions of Chapter 5312 of the Ohio Revised Code, known as The Townes at Union Village ("the Community"). The purposes for which the Association is formed are to be and act as the homeowners association for the Community, to provide for the maintenance, preservation and architectural control of the property, common property and common elements of the Community and to promote the health, safety and welfare of the owners, residents and tenants of the Community, and for these purposes to:

- (a) exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in these Articles of Incorporation, and the Declaration and By-Laws of the Community (the "Articles, the "Declaration" and the "By-Laws", respectively);
- (b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration and By-Laws, and pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association;
- (c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) borrow money to fulfill its purposes and to pledge assets of the Association (including, without limitation, the right of the Association to levy assessments) as security for such borrowing;
- (e) administer and enforce terms, conditions, covenants, restrictions and regulations upon, under and subject to which the Community or any part thereof may now or hereafter be used, and fix and provide any such terms, conditions, covenants, restrictions and regulations, and administer, enforce, alter, amend, change, add to, extend, waive or terminate, in whole or in part, any of the same;
- (f) provide the residents, tenants and homeowners of the Community with (i) normal utility services not separately provided to individual Dwelling Units, (ii) services supplemental to municipal services, and (iii) Common Elements maintenance service;

C- 22

ADDITIONAL PROVISIONS TO
ARTICLES OF INCORPORATION OF
THE TOWNES AT UNION VILLAGE HOMEOWNERS' ASSOCIATION, INC.

(g) be, function and act as the homeowners association of the Community, under the provisions of Chapter 5312 of the Ohio Revised Code, and delegate such authority as it desires to a managing agent;

(h) have and exercise any and all powers, rights and privileges which a corporation organized under Chapter 1702 of the Ohio Revised Code may now or hereafter have or exercise by law; and

(i) take any action necessary, expedient, incidental, appropriate or convenient to the carrying out of the foregoing purposes.

The Association shall not do any act or enter into any agreement or enter into any transaction in a manner which would violate any provision of Chapter 5312 of the Ohio Revised Code or the provisions of these Articles, the Declaration, or the By-Laws.

FIFTH: Membership

Every person or entity who is a record owner of a fee or undivided fee simple interest in a Lot shall be a member of the Association, and is herein called an "Owner". The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Lot, and transfer of a Lot shall automatically transfer membership to the transferee. Voting rights of members shall be as set forth in the Declaration and the By-Laws. (The latter of which shall also be and serve as the Association's Code of Regulations).

SIXTH: Board of Directors

The names and addresses of the persons who are initially to act in the capacity of Directors, until the selection of their successors, (as provided in the Declaration and the By-Laws) are:

Name	Address
Charles H. Simms	2785 Orchard Run Road Dayton, Ohio 45449
Tracey M. Butt	2785 Orchard Run Road Dayton, OH 45449
Robert K. Simms	2785 Orchard Run Road Dayton, OH 45449

ADDITIONAL PROVISIONS TO
ARTICLES OF INCORPORATION OF
THE TOWNES AT UNION VILLAGE HOMEOWNERS' ASSOCIATION, INC.

The number, qualifications, manner and time of selection of successor Directors, and their terms of office, shall be as set forth in the Declaration and the By-Laws

The Board of Directors shall have all of the powers and all of the duties of the Board of Directors as defined in Chapter 5312 of the Ohio Revised Code and the Board of Directors/Trustees as defined in Chapter 1702 of the Ohio Revised Code, except as such powers may be limited or expanded by the provisions of these Articles, the Declaration or the By-Laws.

SEVENTH: Notice and Quorum

Notice and quorum requirements shall be in accordance with the provisions of the By-Laws.

EIGHTH: Indemnification

The Association shall indemnify every person who is or has been a Director, officer, agent or employee of the Association and those persons' respective heirs, legal representatives, successors and assigns, against expenses, including reasonable attorney fees, and judgments, decrees, fines, penalties and amounts paid in settlement actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether in an action or proceeding by or in the right of the Association, or otherwise in which such person was or is a party or is threatened to be made a party by reason of the fact that person was a Director, officer, employee or agent of the Association, or is or was serving in such capacity at the request of the Association, provided that person: (a) acted in good faith and in a manner that person believed to be in, or not opposed to, the best interests of the Association, and (b) in any matter the subject of a criminal action or proceeding, had no reasonable cause to believe the questioned conduct was unlawful, but provided that in the case of any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor against any such person by reason of that person serving in such capacity, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of a duty to the Association unless and only to the extent that the court in which such action was brought shall determine upon application that in view of all the circumstances of the case that person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

Unless ordered by a court of competent jurisdiction, the determination of indemnification, pursuant to the foregoing criteria, shall be made: (a) by a majority vote of a quorum 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

ADDITIONAL PROVISIONS TO
ARTICLES OF INCORPORATION OF
THE TOWNES AT UNION VILLAGE HOMEOWNERS' ASSOCIATION, INC.

so direct, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Association or any person to be indemnified within the past five years, or (c) by the Unit Owners, or (d) by the court of competent jurisdiction in which such action, suit or proceeding was brought.

Any such indemnification shall not be deemed exclusive of any other rights to which such person may be entitled under law, any agreement, or any insurance purchased by the Association, or by vote of Owners, or otherwise.

NINTH: Duration

The Association shall exist so long as the Planned Community regime of the Community exists, and no longer.

TENTH: Dissolution

The Association may be dissolved only with the same consents as are required to terminate the Planned Community regime, as provided in the Declaration or By-Laws.

ELEVENTH: Definitions

All terms used herein shall have the same meanings as set forth in the Declaration.

TWELFTH: Amendments

The Articles may be amended only under the same terms and conditions, and with the same approvals, as are provided in the Declaration for its amendment, unless otherwise specifically set forth with the Declaration or By-Laws.

EXHIBIT D
DESIGN STANDARDS FOR THE TOWNES AT UNION VILLAGE

1. General.

1.1 The capitalized terms herein, unless otherwise specified, shall mean, and be defined as, those terms set forth in the Declaration of Covenants, Conditions and Restrictions for The Townes at Union Village Homeowner's Association, Inc. (the "Declaration"). These Design Standards are in conjunction with, and supplemental to, any Design Standards and Use Restrictions included within the Master Declaration.

1.2 The purpose of these Design Standards is two-fold. First, to establish certain criterion and guidelines for a Dwelling Unit and other improvements on the Property; and secondly, to establish a procedure and requirement for the plans and specifications to be submitted to the Design Review Committee, and the Union Village Architect, as applicable.

2. Dwelling Unit Requirements.

2.1 All Dwelling Units shall be maintained aesthetically, to be of an attractive first class and character for a single family residential planned community. All exterior surfaces of a Dwelling Unit shall be maintained in harmony with other Dwelling Units within the Development, and shall have a uniform and consistent appearance of other Dwelling Units located on the Property.

2.2 Any changes to the exterior of any Dwelling Unit in any building must have prior approval of the Design Review Committee, and the Union Village Architect, as applicable.

2.3 The Board of Directors shall have the ability to establish Rules and Regulations and modifications to these Design Standards from time to time.

3. Walkways.

3.1 All walkways located on a Lot shall be constructed of concrete, stamped concrete, or brick, and shall be a minimum of three feet (3') wide. Walkways shall be kept free and clear of weeds, and shall be maintained in a sightly manner at all times.

4. Windows.

4.1 Shall be vinyl. The exterior color shall be subject to design review on all Lots, but shall be consistent with all Dwelling Units located within any one building. Any replacement or new windows installed after the initial construction of the Dwelling Unit shall be preapproved by the Design Review Committee.

D-1

5. Exterior Doors.

5.1 All exterior doors to a Dwelling Unit shall be natural wood, fiberglass, or metal, and shall reasonably match and conform to the exterior doors of the other Dwelling Units located within a building, all of which shall create a reasonably uniform appearance throughout the Development.

6. Garage Doors.

6.1 All garage doors shall be natural wood or paneled metal. Garage doors may be insulated, and may be with or without glass windows. Any replacement or new garage door installed after the initial construction of the Dwelling Unit shall be preapproved by the Design Review Committee.

7. Exterior Lighting.

7.1 Submitted specifications must be shown to the Design Review Committee prior to installation, identifying the location, model, and design of exterior lighting fixtures.

8. Fencing.

8.1 Fences will be constructed by Builder on each Lot with a Dwelling Unit at the time of initial construction. Any additional fencing must be preapproved by the Design Review Committee.

9. Landscaping.

9.1 Any landscaping/vegetation installed on a Lot that has become diseased, or has subsequently died shall be removed by the Owner, and replaced within a reasonable time with a similar species. In the event it is determined by the Board that the landscaping died as a result of an action or failure to act by the Lot Owner, then in such instance the Owner shall be responsible, at its cost, to replace the landscaping/vegetation as provided herein.

9.2 The Design Review Committee may require certain minimal requirements for additional or replacement landscaping, including the planting of trees or shrubs as reasonably determined.

9.3 Window planting boxes are prohibited, except on rear lower level windows of Dwelling Unit.

10. Satellite Dishes.

10.1 Satellite dish locations must be preapproved by the Union Village Architect and Design Review Committee, prior to installation. When possible and practical, satellite dishes shall

D. 2

not be mounted on the front (facing street) side of a Dwelling Unit. Irrespective of any other language contained in the Declaration, should an Owner attach a satellite dish to the exterior façade of a Dwelling Unit, the Owner shall be responsible for the cost of any maintenance, repair, or replacement required as a result of such installation, to either the exterior or interior of a Dwelling Unit, however, the Association shall repair the exterior of the Dwelling Unit and assess the cost thereof to the Owner. In no event shall any satellite dish be installed on the roof of a Dwelling Unit.

11. Enclosed Court yards between Dwelling Unit and Garage.

11.1 Courtyards are to be maintained in regards to all exterior Rules and Regulations and Design Standards of the Association. No pets can be left outside unattended. Owner is responsible for the upkeep of this area, including weeding of the mulch beds and trimming of any landscaping and maintenance of any hard surface installed by Builder. Access by Association shall be granted two (2) times per calendar year, per Association schedule, for Association to perform a spring and fall cleanup of landscaping, including adding mulch as needed, and trimming and weeding the mulch beds. No sod or grass may be installed in this area.

D-3