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Butler County, Ohio
Dan Crank COUNTY RECORDER
File# 2010-00054532

BK **8292** PG **975**

**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS FOR
MEADOW BREEZE ESTATES HOME OWNERS ASSOCIATION**

This will certify that a copy of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Meadow Breeze Estates Home Owners Association have been filed in the office of the County Auditor, Butler County, Ohio, this 16 day of December, 2010.

BUTLER COUNTY AUDITOR

By *Megan J. [Signature]*

Prepared by:

M. Mehrin Doolin, Esq.
Cuni, Ferguson, & LeVay Co., LPA
10655 Springfield Pike
Cincinnati, Ohio 45215
(513) 771-6768

TRANSFER NOT NECESSARY
ROGER KEYNOLDS, CPA
BY 12-16-10 DEPT.
AUDITOR, BUTLER CO., OHIO

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR
MEADOW BREEZE ESTATES HOME OWNERS ASSOCIATION**

This Amended and Restated Declaration is made this ____ day of _____, 2010, by Meadow Breeze Estates Home Owners Association, an Ohio non-profit corporation (the "Association").

INTRODUCTION

WHEREAS, the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Meadow Breeze Estates Home Owners Association was recorded on February 1, 2005 in Book 7506, Page 793 of the Official Records of Butler County, Ohio (the "Declaration"); and

WHEREAS, the By-Laws for Meadow Breeze Estates Home Owners Association were attached as Exhibit B to the Declaration and are recorded in Book 7506 Page 815 of the Butler County, Ohio Recorder's Office (the "By-Laws"); and

WHEREAS, the First Amendment to the Declaration was recorded on July 12, 2005 in Book 7586, Page 1397 of the Official Records of Butler County, Ohio; and

WHEREAS, the First Supplement Declaration was recorded on March 10, 2006 in Book 7710, Page 1195 of the Official Records of Butler County, Ohio; and

WHEREAS, the Declaration, By-Laws and its supplements and amendments are binding on the property described more fully in the attached Exhibit A; and

WHEREAS, Article X, Section 10.3 of the Declaration provides that the Declaration may be amended by an instrument signed by not less than Fifty Percent (50%) of the Lot Owners; and



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WHEREAS, Fifty Percent (50%) or more of the Lot Owners have affirmatively voted to amend and restate the Declaration, as evidenced by their collective consents, the originals of which are maintained by the Board of Directors, attached hereto as Exhibit C;

NOW THEREFORE, the Declaration and By-Laws and their supplements and amendments are hereby amended and restated, in their entirety, as follows.

ARTICLE I. DEFINITION

1.1. "Association" shall mean and refer to Meadow Breeze Estates Home Owners Association, its successors and assigns.

1.2. "Member" shall mean each owner, who upon acquisition of a Lot, shall automatically become a member of the Association.

1.3. "Board" shall mean the Board of Directors of Meadow Breeze Estates Home Owners Association.

1.4. "Property" or "Properties" shall mean and refer to that certain real property hereinbefore described in Exhibit "A". The Property shall not include lot 27 as shown on the Plat of Meadow Breeze Estates Phase I.

1.5. "Lot" shall mean and refer to the physical portion of the Property designated for separate ownership or occupancy, as shown upon any recorded subdivision plat of the Property or recorded re-subdivision plat. "Lots" shall not include lot 27 as shown on the recorded Plat of Meadow Breeze Estates Phase I.

1.6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. "Owner" shall not include the owner of lot 27 as shown on the recorded Plat of Meadow Breeze Estates Phase I.

1.7. "Common Element" or "Common Elements" shall mean: (a) the areas within the Property specifically designated Signage and Landscape Easement areas, as depicted on a Plat, which easement areas shall be in favor of the Association and the Property for purposes of landscaping, grounds keeping and aesthetic beautification of the same; (b) the easement areas within the Property granted to the Association for common storm water drainage and retention or detention as depicted on a Plat; (c) any area within the Property depicted on a Plat as a H.O.A. Drainage Easement; and (d) any real property to be managed by the Association or owned by the Association in fee, by lease, by easement or the like. Common Elements shall include all improvements located in the areas described in (a), (b), (c) and (d) in the immediately preceding sentence, including but not limited to, any walls, structures, fixtures, pipes, curbs, concrete

gutters, outlet structures, storm sewers, manholes, catch basins, headwalls, dams, aeration systems, streams, ditches, rip rap, and rock if used for channel protection constructed or located within such easement area.

1.8. "Plat" shall mean and refer to a subdivision plats for Meadow Breeze Estates Subdivision that are recorded in Volume 3768, Pages A and B and Volume 3896, Pages A and B of the Butler County, Ohio Recorder's Plat Records and such subsequent replats, Lot split plats, subdivision plats or the like which is filed for record and pertains to any or all of the Property.

1.9. "Occupant" means any person in possession of a Lot or the dwelling constructed thereon, whether or not such possession is lawful, and shall include but not be limited to, an Owner's family members, guests, invitees, tenants and lessees.

1.10. "By-Laws" means the Amended and Restated By-Laws of the Association, as the same may be amended from time to time, pursuant to Section 1702 and Section 5312 of the Revised Code of Ohio. A true copy of the Amended and Restated By-Laws as shown in Exhibit "B" is attached hereto and made a part hereof.

1.11. "Rules and Regulations" mean such rules and regulations adopted and enforced by the Board of Directors, which govern the use of the Property and the personal conduct of Owners and their guests thereon, establish penalties for the infraction thereof and regulate the maintenance, repair, replacement, modification, and appearance of Common Elements.

1.12. "Home Owner's Association Drainage Easement" or "H.O.A. Drainage Easement" or "H.O.A. Drain. Ease" are shown on a Plat and each such easement depicts a drainage easement that is to be managed and maintained by the Association as Common Elements.

1.13. "Signage and Landscaping Easements" are shown on a Plat and shall include the signs and other improvements, including, but not limited to landscaping constructed within such easement area.

1.14. "Driveway Access Easements" are shown on a Plat and affects Lots 32, 33 and are subject to the provisions of Section 2.2.4 of this Declaration.

1.15. "Wildflower Court" is shown on a Plat and affects Lots 18, 19, 28, 29, 30, and 31 and is subject to the provisions of Section 2.2.5 of this Declaration.

ARTICLE II. COMMON ELEMENTS AND EASEMENTS

2.1. **Management.** The Common Elements shall be maintained and managed by the Association, whether owned by the Association in fee or by easement or leased to the Association or controlled by the Association by virtue of an easement or lease or this Declaration.



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2.2. Easements. The Lots shall be subject to and benefited by the non-exclusive easements hereinafter provided for in Section 2.2.1, Section 2.2.2, Section 2.2.3, Section 2.2.4 and Section 2.2.5 of this Declaration. These easements shall be appurtenant to and pass with the title to each Lot.

2.2.1. Access. Each Lot is subject to and benefited by an easement for ingress and egress in favor of the Association for the purpose of performing any of its responsibilities described in this Declaration.

2.2.2. Owner's Right of Enjoyment. Every Owner and Occupant shall have a right to an easement for the enjoyment of, in, and to the Common Elements, and such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

(a) The right of the Association, in accordance with its By-Laws, to borrow money for the purpose of improving the Common Elements, and in aid thereof to mortgage said Common Elements. The Association shall not mortgage the Common Elements except by resolution approved by a vote of two-thirds (2/3) of the total number of votes held by the Members taken at a special meeting, called for such purpose;

(b) The right of the Association to levy annual and special assessments;

(c) The right of the Association to adopt and amend from time to time, such Rules and Regulations regarding the use of the Common Elements as may be established by the Board;

(d) The right of the Association to suspend the voting rights and the rights to use of the Common Elements for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of published Rules and Regulations; provided, however, that all assessments shall continue during any suspension period;

(e) The right of the Association to grant easements over or to dedicate or transfer all or any part of the Common Elements to any public agency, authority, utility, or other persons or entities for such purposes and subject to such conditions as may be agreed upon by the Members. No such grant, dedication or transfer shall be effective unless an instrument approved by two-thirds (2/3) of the Members agreeing to such grant, dedication or transfer at a meeting called for such purpose has been recorded upon the public records of Butler County, Ohio;

(f) The right of the Association to make any improvements it deems proper upon the Common Elements;



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g) The right of the Association to erect and maintain signs and landscaping within Signage and Landscaping Easements as shown upon a Plat; and

(h) The right of the Association to promulgate and enforce reasonable Rules and Regulations governing the use of the Common Elements.

2.2.3. **Drainage.** The Association shall maintain, repair and replace as Common Elements each Home Owner's Association Drainage Easement as hereinafter set forth. No Owner or Occupant shall do anything within a Lot which shall unreasonably increase or divert the flow of surface water.

2.2.4. **Driveway Access Easement.** Lot Number 33 shall be conveyed subject to a permanent non-exclusive easement for the benefit of and useable by the Owners of Lot Number 32, their tenants, invitees and guests for purposes of vehicular and pedestrian; ingress and egress, to from, over and across that part of Lot 33 shown on a Plat in the area designated as Driveway Access Easement.

2.2.5. **Wildflower Court.** Lots numbered 18, 19, 28, 29, 30 and 31 shall be conveyed subject to and benefited by a permanent non-exclusive easement for the benefit of and usable by the owners of said Lots their tenants, invitees and guests in the area designated as Wildflower Court on a Plat.

2.3. **Title to Common Elements.** Title to the Common Elements conveyed to the Association shall be so conveyed free and clear of all liens and encumbrances.

2.4. **Owner's Delegation Rights.** Any Owner may delegate his or her easement rights and rights of enjoyment to the Common Elements to any Occupant, and any guests, invitees, tenants or lessees thereof. Any Owner who has leased his or her Lot shall be deemed to have delegated such rights. Any such delegation, however, shall be in accordance with and subject to reasonable rules, regulations and limitation as may be adopted by the Association in accordance with its By-Laws.

2.5. **Limitation on Easements.** All easements and rights granted herein are subject to:

2.5.1. All restrictions set forth in this Declaration;

2.5.2. Any Rules and Regulations adopted by the Association and the right to enforce such Rules and Regulations;

2.5.3. The right of the Association to levy assessments as set forth herein; and

2.5.4. All rights granted to the Association in this Declaration.

ARTICLE III. DRAINAGE

3.1. **Surface Water Drainage.** The association shall maintain and administer the Home Owner's Association Drainage Easements as shown on a Plat and any structures or improvements thereon. Such maintenance shall be in accordance with the guidelines set forth by the Butler County Engineer. The Association shall have primary responsibility for the maintenance of any pipes, concrete gutters or mechanical devices serving or being a part of the Home Owner's Association Drainage and Easements. By acceptance of such responsibility, the Association shall not be liable for any damage caused by surface water, erosion, landslide or other similar causes, unless such damage was proximately caused by its failure to exercise ordinary care in carrying out its duties and responsibilities. Notwithstanding the above, each Owner shall have primary responsibility for grass-cutting and vegetation control within the Home Owner's Association Drainage and Easements located on his or her Lot. Such responsibility shall include keeping those easements clean and unobstructed.

3.2. **Dedication.** The Association may dedicate or transfer responsibility for surface water drainage to any governmental authority if such dedication or transfer becomes possible.

3.3. **Access to Lots.** For the purpose solely of performing the maintenance required or authorized herein, the Association through its duly authorized agents or employees, or subcontractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day. In order to maintain the retention area, notice to the Owner may be excused in the event of an emergency or if it is impracticable to provide notice.

ARTICLE IV. MEMBERSHIP AND VOTING RIGHTS

4.1. **Formation and Membership.** Meadow Breeze Estates Home Owners Association, a non-profit corporation, has been created in accordance with Chapter 1702 of the Ohio Revised Code and governed by Chapter 5312 of the Ohio Revised Code. The purposes of the Association are to administer and maintain the Common Elements and to promote the general health, safety, and welfare of the Owners of the Lots.

Membership in the Association shall be limited to Owners, and all Owners shall be members. Each Owner, upon acquisition of title to a Lot shall automatically become a member of the Association. Membership shall terminate upon the sale or other disposition of the Lot.

4.2 **Voting Rights.** Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as the Owners may determine, but in no event shall more than one vote be cast with respect to any such Lot.



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4.3 **Disqualification.** Owners who failed to make payments of any sums due to the Association shall not be entitled to vote until such payment has been completed.

4.4 **Administration.** The administration of the Association shall be by the Board of Directors in accordance with the By-Laws and provisions of this Declaration.

4.5 **Powers.** The Board of Directors shall have full and complete authority to take all actions, to make all decisions and to do all things that the Association is empowered to do, for and on behalf of the Association, without any vote of the Members of the Association, unless specifically prohibited from doing so by the By-Laws, this Declaration, or the laws of the State of Ohio. Subject to the limitations provided for in this Declaration or the By-Laws, the powers of the Board of Directors shall include, but not be limited to, the right, power and authority to adopt Rules and Regulations and to take or perform any or all of the other actions set forth in Article VIII of the By-Laws.

ARTICLE V. COVENANT FOR MAINTENANCE ASSESSMENT

5.1. **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments; (b) special assessments for capital improvements or other services provided by the Association, and (c) individual assessments. All such assessments shall be fixed, established and collected from time to time as hereinafter provided. All assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, including, but not limited to, any related interest, administrative late fees, enforcement assessments, collection costs, attorney's fees, and paralegal fees, shall be a charge on and shall be a continuing lien upon the Lot and improvements against which such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person, group of persons or entity who was the Owner of such Lot at the time when the assessment fell due.

All of the following apply to a lien charged against a property pursuant to this section: (1) The lien is effective on the date that a certificate of lien is filed for record in the office of the recorder of the county or counties in which the lot is situated, pursuant to authorization by the Board of Directors. The certificate shall contain a description of the Lot, the name of the Owner of the Lot, and the amount of the unpaid assessment or charge. It shall be subscribed to by the President of the Board or other designated representative of the Association; (2) The lien is a continuing lien upon the Lot against which each assessment or charge is made, subject to automatic subsequent adjustments reflecting any additional unpaid interest, administrative late fees, enforcement assessments, collection costs, attorney's fees, paralegal fees, and court costs; (3) The lien is valid for a period of five (5) years from the date of filing, unless it is sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or unless it is discharged by the final judgment or order of a court in an action brought to discharge the lien as provided in this Article V; and (4)



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

5.2. Purpose of Assessments. The assessments levied by the Association shall be used to maintain, promote, protect and enhance the value of the Common Elements and to maintain, repair or replace any structures, fixtures, landscaping or other improvements located in the Common Elements and all costs of the administration, operation, maintenance, repair, and replacement of the Common Elements.

5.3. Annual General Assessments. An annual general assessment shall be levied on the Lots and members owning Lots in such amount as determined by the Association to provide and be used for the purpose of:

5.3.1. providing maintenance of the Common Elements including, but not limited to, the replacement of any trees, shrubbery and plantings located on any of the Common Elements;

5.3.2. providing such insurance for the Common Elements and the Association in amounts determined by the Board. All such insurance policies shall be payable to the Association as trustee for: (i) the Lot Owners; and (ii) the Association. The proceeds of such insurance shall be used to restore or replace any building or any improvements damaged or destroyed by any peril covered by said insurance;

5.3.3. paying real estate taxes and assessments on the Common Elements owned by the Association;

5.3.4. paying service charges for sewer, water and other utility lines serving the Common Elements;

5.3.5. paying management, supervision, legal and accounting expenses incurred by the Association;

5.3.6. providing working capital and reasonable reserves for contingencies, replacements, maintenance, repairs, other costs incurred by the Association; and

5.3.7. providing other maintenance and repair of the Common Elements as further provided for in this Declaration.

5.4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year (or such longer time as the Association may deem advisable) for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements, including fixtures

and personal property related thereto; provided that any such special assessment shall have the assent of majority of the votes of lot owners who are voting in person or by proxy at a meeting duly called for this purpose.

5.5. Notice and Quorum for Any Action Authorized Under 5.4. Written notice of any meeting called for the purpose of taking any action authorized under 5.4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be thirty percent (30%) of all votes of the membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

5.6. Individual Assessments. In the event that any damage is caused to any of the Common Elements through the willful or negligent act of an Owner or Occupant, the Board shall have the obligation to correct or repair any such damage, and the costs thereof shall be added to and become a part of the assessment against the individual Lot owned by the Owner causing such damages. Any enforcement assessment, late fees, collection costs, attorney's fees, paralegal fees and any costs associated with the enforcement of the Declaration or Rules and Regulations including, but not limited to, attorney's fees, court costs, and other expenses shall be an individual assessment. The non-payment of any such costs shall be lien against the Lot, as provided in Section 5.9, and may be foreclosed upon.

5.7. Basis and Apportionment of Assessments. Both annual general assessments and special assessments, as provided for in Section 5.3 and 5.4, shall be apportioned equally upon all of the Lots.

5.8. Assessments Certificates. The Association shall, upon written demand, at any reasonable time, furnish to any Owner liable for assessments or to his designee, a certificate in writing signed by an officer or other authorized agent of the Association, setting forth the status of said assessments, i.e., whether the same are paid or unpaid and the amount outstanding. Such certificate shall be conclusive evidence of the payments of any assessments therein stated to have been paid. A reasonable charge not to exceed Thirty and 00/100 (\$30.00) Dollars may be levied in advance by the Association for each Certificate so delivered.

5.9. Non-Payment of Assessment. Any assessment levied pursuant to these covenants which is not paid on the date when due shall be delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, including reasonable attorney's fees, thereupon become a continuing lien which shall bind such Lot in the hand of the then Owner, his heirs, devisees, personal representative and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

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If the assessment is not paid on its due date, the unpaid balance of such assessment shall bear interest from the due date at the rate of eighteen (18%) percent per annum until the entire unpaid balance owing on the assessment is paid in full. The Association may bring an action at law against the Owner personally obligated to pay the same, or to foreclose the lien against the Lot, in either of which events, interest, costs and reasonable attorneys' fees shall be added to the amount of each assessment. No Owner may waive or otherwise escape liability for the assessment herein provided for by non-use of any Common Elements or abandonment of its Lot.

5.10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which came due prior to the date of such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the liens thereof.

5.11. Perfection. Recording of this Declaration constitutes notice and perfection of the lien for the assessments provided for herein.

5.12. Notice of Lien. The Association may file a notice of lien with the Recorder of Butler County, Ohio. Such notice shall not be required for the Association to enforce its lien.

5.13. Extinguishment of the Lien. A lien for unpaid assessments is extinguished unless proceedings to enforce it are instituted within five (5) years after the later of: (a) the date the full amount of the assessment becomes due; or (b) the date the notice of lien is filed with the Butler County, Ohio Recorder.

5.14. Credit of Payments. The Association shall credit any amount it receives from an Owner pursuant to this section in the following order: (1) To interest owed to the Association; (2) To administrative late fees or enforcement assessments owed to the Association; (3) To collection costs, attorney's fees, and paralegal fees the owners association incurred in collecting the assessment; and (4) To the oldest principal amounts the owner owes to the Association for the Common Expenses chargeable against the Lot.

ARTICLE VI. MAINTENANCE

6.1. Maintenance of Common Elements. The Association shall be responsible for the care, maintenance and landscaping of the Common Elements, including both interiors and exteriors of any structures erected thereon. An Owner shall permit agents or employees of the Association and other Owners access through the Owner's Lot for the purpose of fulfilling the Association's duties and obligations. Any damage to the Common Elements or Lot due to that access is the responsibility of the Owner that caused the damage or the Association if it is responsible for the damage. That Owner, or the Association, is liable for the prompt repair of any damage and, if not repairable, for the value of the damaged property or item as it existed immediately prior to that damage.

6.2. **Maintenance of a Lot.** Each Owner is responsible for maintenance, repair, and replacement of the Owner's Lot and improvements to that Lot, including the utility lines serving that Lot.

6.3. **Reserves.** The Association shall establish and maintain a reserve account containing such amount as the Board shall annually determine to be necessary to adequately meet the cost of all anticipated repairs, replacements and maintenance activities required of it under this Declaration. Such account shall be funded from the annual general assessments provided for in Article V.

6.4. **Professional Management Contracts.** The Association may delegate all or any portion of its authority to discharge its responsibilities herein to a manager or managing agent. Any management agreement shall not exceed three (3) years and shall provide for termination by either party without cause and without payment of a termination fee, on ninety (90) days or less written notice.

ARTICLE VII. INSURANCE

7.1. **Liability Insurance.** The Association shall obtain and maintain a comprehensive policy of public liability insurance covering all of the Common Elements, insuring the Association, the Directors, and the Owners and Occupants and members of their respective families, in an amount of not less than One Million and 00/100 (\$1,000,000.00) Dollars per occurrence for personal injury and/or property damage. This insurance shall include protection against such risks as are customarily covered with respect to developments similar in construction, location and use, as determined by the Board. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim for an Owner or Occupant because of negligent acts of the Association, the Board, or other Owners or Occupants.

7.2. **Other Insurance.** In addition, the Board may purchase and maintain contractual liability insurance, directors' and officers' liability insurance, and such other insurance as the Board may deem desirable from time to time.

7.3. **Insufficient Insurance.** In the event the improvements forming a part of the Common Elements or any portion thereof shall suffer damages 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, the Association shall advance such costs in excess of available insurance proceeds. The amount so advanced by the Association shall become a special assessment against all of the Lots, and such assessments shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the non-payment of assessments. The action required to be taken by the Association under this Section shall not require any vote of the members of the Association.



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7.4. **Fidelity Bonds.** The Board shall obtain fidelity bond coverage with respect to any person who either handles or is responsible for funds held or administered by the Association, in an amount no less than the maximum funds that will be in the custody of the Association or its management agent at any time while the bond is in force. Provided, however, the fidelity bond coverage must at least equal the sum of three (3) months' assessments on all Lots, plus the Association's reserve funds. Any management agent handling funds for the Association shall also be covered by its own fidelity bond, naming the Association as an additional obligee, at the sole cost of said agent.

ARTICLE VIII. ARCHITECTURAL CONTROL

8.1. **Approval Required.** No building, fence, wall, mailbox, storage shed, or other structure or improvement shall be commenced, erected or maintained upon 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, height, materials and location of the same shall have been submitted to and approved in writing by the appropriate entity. All review shall be by the Board or by an architectural committee composed of three (3) members appointed by the Board. Such plans and specifications shall be reviewed as to harmony of external design and location in relation to surrounding structures and topography in accordance with the requirements hereinafter set forth. In the event that the Board, or its designated committee, fails to approve or disapprove said plans and specifications within thirty (30) days after submission, approval will not be required and full compliance with this Article shall be deemed to have occurred.

8.2. **Covenants, Conditions and Requirements.** The following requirements shall be applicable to the Property:

8.2.1. **General Conditions:** Each Lot shall be used only for residential purposes, except as provided herein. Notwithstanding the other provisions of this Declaration, the By-Laws or the Rules and Regulations permitting certain improvements to a Lot, no building shall be erected, altered, placed or be permitted to remain on any Lot other than one detached single-family dwelling with a private garage which is to be attached to the principal dwelling. Notwithstanding, the Board may designate a Lot or Lots or a portion of the Property as Common Elements upon which the Association may construct a swimming pool or other recreational facilities.

8.2.2. **Dwelling Floor Areas:** The floor area of the main dwelling (exclusive of porches, decks, basements and garage) shall be no less than one thousand nine hundred (1,900) square feet for a ranch type dwelling and two thousand four hundred (2,400) square feet for a two-story dwelling. Contemporary designs having a lesser floor area than the above stated, however, may be approved if said design shall have a volume comparable to the above stated.

8.2.3. **House Placement and Yard Grading:** Houses shall conform to existing grade and drainage patterns. Existing grades at Lot lines shall not be altered more than three (3) feet without written consent of the Board or its designated committee. Each Lot Owner and/or

builder shall endeavor to retain as much of the natural woods as is practical. A minimum of \$1,500.00 shall be invested in Landscaping during construction of any home constructed on any Lot. Said expenditure shall be for shrubbery, bushes and flowers and shall be exclusive of amounts paid for walkways, retaining walls, seeding, sod or other decorative materials.

8.2.4. Underground Houses and Log Houses: Underground and log structures are prohibited.

8.2.5. Driveways: All driveways shall be made of concrete, stamped concrete or paver stones. Asphalt, gravel or dirt driveways are prohibited.

8.2.6. Water Discharge: Storm water must be disposed of in accordance with drainage plans on file with the Butler County Engineer or other appropriate agency.

8.2.7. Radio and Television Antennas: Small satellite dishes attached to the residence with a diameter of less than 1 meter may be installed without approval of the Board or the architecture committee appointed by the Board. All other dishes or antennas must be approved by the Board or architecture committee. The installation of all satellite dishes or antennas must comply with the guidelines of the Federal Communications Commission. All dishes permitted to be installed must be installed in the least visible and least obtrusive location. Satellite dishes shall not be installed or placed on the front of a residence or in the front yard unless it is necessary in order to receive reception of acceptable quality signal.

8.2.8. Air Conditioning and Heat Pump Equipment: Such equipment shall be screened from view and shall be located only in side yards, except for corner yards.

8.2.9. Awnings: No awnings may be erected in the front or side yard on any Lot. Awnings may be erected in the rear yard but may not be constructed of metal or plastic. Awnings for windows, doors or patios may be erected or used.

8.2.10. Exterior Carpeting: No exterior carpeting shall be allowed if it is visible from the street or any neighboring Lot.

8.2.11. Lighting Exterior: Christmas lights may be erected no sooner than four (4) weeks prior to and removed no later than four (4) weeks after Christmas. Mercury vapor yard lights in excess of fifty (50) watts are prohibited.

8.2.12. Completion: Construction of a residential building on any Lot shall be completed within one (1) year from the date construction is started.



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ARTICLE IX. USE RESTRICTIONS AND MAINTENANCE

9.1. **Restrictions.** The property shall be subject to the following restriction:

9.1.1. **Purpose of Property:** The Property shall be used only for residential purposes and common recreational purposes auxiliary thereto.

9.1.2. **Nuisance:** No obnoxious or offensive activity of any kind shall be engaged in on any Lot nor shall any Owner or Occupant thereof engage in any activities that interfere with the quiet enjoyment, comfort and health of the Owner or Occupant of an adjacent neighboring Lot.

9.1.3. **Animals and Pets:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept; provided that they are not kept, bred or maintained for any commercial purpose. Exterior compounds, doghouses, houses, cages or kennels for the keeping of dogs, cats or other household pets or hunting dogs are prohibited. The right of Owners to keep pets are subject to any Rules and Regulations adopted by the Board. All pets must be maintained on a leash within the control of an Owner when outside of the Owner's Lot. An Owner must immediately clean up after any pets when outside of the Owner's Lot. Pit bull dogs or any other animals that are classified as vicious are prohibited from the Property. For purposes of this Section, a "pit bull dog" shall mean a dog that belongs to a breed that is commonly known as a pit bull dog or pit bull terrier which includes any Staffordshire bull terrier, American Staffordshire terrier or American pit bull breed of dog or which has the appearance and characteristics of being predominantly of any such breed or which is identifiable as partially of such a breed.

9.1.4. **Signage:** No sign of any kind shall be displayed to the public view on any Lot except: (a) one sign of not more than six (6) square feet advertising the Lot for sale; (b) one (1) additional sign advertising an open house for that Lot, which may only be posted within forty-eight (48) hours of an open house and must be removed when the open house ceases; (c) one (1) alarm sign not to exceed one (1) square foot; (d) any political sign, no more than thirty (30) days prior to election day and not in excess of six (6) square feet; (e) any other sign not mentioned above that an Owner chooses to place in his/her yard, which is not to be displayed in excess of fourteen (14) days and must be less than six (6) square feet. Any sign advertising an event shall not be posted in excess of fourteen (14) days prior to the last day of the event and shall be removed on the last day of the event. Except as provided in (a), (b), and (c) above, no Lot shall have more than two (2) signs displayed at any given time without the prior written consent of the Board.

9.1.5. **Temporary Structures.** No temporary building, mobile home, trailer, tent or storage shed, placed upon a Lot shall be used at any time as a residence, temporarily, or permanently before, during or after construction.


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9.1.6. **Maintenance.** Each and every Lot and house thereon shall be maintained by the Owner thereof in a reasonable manner in accordance with the general standards of maintenance prevailing throughout the Property. All Lots shall be kept free of debris and clutter and shall be kept mowed.

9.1.7. **Fencing, Pools, Recreational Equipment.** No fences or other Lot dividers, swing sets, basketball boards, recreational equipment, clothes hanging fixtures or swimming pools may be erected or installed on any Lot unless such Lot Owner has first obtained written approval of the Board or the architectural committee appointed by the Board. The Board may promulgate guidelines for the installation of recreational equipment and for fencing which may deny or restrict installation on specific Lots or on part of a Lot. Above ground pools and pools designed for above ground use are prohibited.

9.1.8. **Automobiles, Recreational Vehicles, Boats, Travel Trailers.** No recreational vehicle, boat, or travel trailer shall be parked or stored on any Lot for more than seventy-two (72) hours within any thirty (30) day period unless the same is in a garage and completely out of view. No vehicle in inoperable condition shall be stored on any Lot for a period in excess of ten (10) days unless the same is in a garage and completely out of view.

9.1.9. **Garage and Yard Sales.** There shall be no more than two (2) garage or yard sales held by the Owner or Occupant of any Lot during any one year period.

9.1.10. **Restrictions of Driveway Access.** Lot Numbers 1, 28, 29, 30, and 31 shall not have direct driveway access to Kyles Station Road. Lot Numbers 20 and 21 shall not have direct access to Wildflower Court. Lot Number 32 shall not have direct driveway access to Kyles Station Road except across the Driveway Access Easement over Lot Number 33.

9.1.11. **Restriction of Home Construction.** Any home constructed on Lot numbers 18 or 19 shall face the front of the home onto Meadow Spring Court and shall not be constructed within ten (10) feet of the portion of said Lot reserved for the private drive to be known as Wildflower Court.

9.1.12. **Sheds.** Storage sheds are permitted. Storage sheds shall not be metal or plastic and shall not exceed one hundred fifty (150) square feet in size. No storage shed may be erected or installed on any Lot unless such Lot Owner has first obtained written approval of the Board or the architectural committee appointed by the Board in accordance with the guidelines. The Board may promulgate guidelines for the installation of storage sheds, which may be amended from time to time by the Board, and which may only govern the nature, kind, shape, height, materials and location of such sheds.

9.2. **Maintenance.** The Properties shall be maintained as follows:

9.2.1. **Lots.** Each Owner shall maintain his or her Lot in accordance with the prevailing custom in the Properties.



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9.2.2. Common Driveways. The common portion of any driveways which serve more than one Lot shall be maintained on an equal basis by all of the Owners of the Lots benefited thereby.

9.2.3. Common Elements. Except as provided elsewhere in this Declaration, the Common Elements and any structure or improvement located thereon shall be maintained by the Association.

9.2.4. Wildflower Court. Wildflower Court shall be maintained on an equal basis by the owners of Lots who have curb cut access to Wildflower Court pursuant to the terms of a separate agreement between said Lot owners. The Association shall have no responsibility to maintain Wildflower Court.

ARTICLE X. GENERAL PROVISIONS

10.1. Enforcement. The Association and all Owners, residents, tenants, and other persons lawfully in possession and control of any part of a Lot shall comply with any covenant, condition, and restriction set forth in the Declaration, By-Laws and Rules and Regulations.

10.1.1. Any violation is grounds for the Association or any Owner to commence a civil action for damages, injunctive relief, or both, and an award of court costs and reasonable attorney's fees in both types of action. Failure by the Association or by any Owner to enforce any restriction, condition, covenant, reservation, lien or charge herein contained shall in no event be deemed a waiver of the right to do so thereafter.

10.1.2. The Association may assess against an individual Lot enforcement assessments, as well as the expenses incurred by the Board in collecting those assessments and the costs of maintenance, repair, or replacement incurred due to the willful or negligent act of an owner or occupant of a lot or their family, tenants, guests, or invitees, including, but not limited to, attorney's fees, court costs, and other expenses. Prior to imposing a charge for damages or an enforcement assessment pursuant to this Section, the Board of Directors shall give the Owner a written notice that includes all of the following: (1) a description of the property damage or violation; (2) the amount of the proposed charge or assessment; (3) a statement that the Owner has a right to a hearing before the Board to contest the proposed charge or assessment; (4) a statement setting forth the procedures to request a hearing; and (5) a reasonable date by which the Owner must cure a continuing violation to avoid the proposed charge or assessment, if such an opportunity to cure is applicable. To request a hearing, the Owner shall deliver a written notice to the Board not later than the tenth (10th) day after receiving the notice required. If the Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board immediately may impose a charge for damages or an enforcement assessment. If an Owner requests a hearing, at least seven (7) days prior to the hearing, the Board shall provide the Owner with a written notice that includes the date, time, and location of the hearing. The Board shall not levy a charge or assessment before holding any hearing requested pursuant to this Section. Within thirty (30) days following a hearing at which the Board imposes a charge or assessment, the Association shall deliver a written notice of the charge or assessment to the


Owner. Any written notice that this Section requires shall be delivered to the Owner or any Occupant of the Lot by personal delivery, by certified mail, return receipt requested, or by regular mail. Any such assessments or charges, and all costs of enforcing or collecting such assessments, shall be included in any lien against the Lot, which may be foreclosed upon.

10.1.3. All costs incurred by the Association in enforcing the restrictions, conditions or covenants contained in the Declaration, By-Laws or Rules and Regulations, including but not limited to enforcement assessment, late fees, interest, collection costs, attorney's fees and paralegal fees, shall be assessed against the Owner as an Individual Assessment and enforced as provided in Section 5.6.

10.2. Severability. Invalidation of any one of these restrictions, conditions, covenants, reservations, liens or charges by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

10.3. Binding Effect and Amendment. The restrictions, conditions, covenants, and reservations of easements contained in of this Declaration or any one of them, shall inure to the benefit of each Owner of a Lot, his heirs, successors and assigns and shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by the consent of not less than fifty (50%) percent of the Lot Owners, either in writing or at a meeting called for that purpose. No amendment is effective until it is filed in the office of the County Recorder.

10.4. Right to Amend Documents. Notwithstanding anything above to the contrary, this Declaration may be amended at any time without the vote of Owners by a written instrument executed by the Board for the purpose of eliminating or correcting any typographical or other inadvertent error herein; eliminating or resolving any ambiguity herein; making nominal changes; clarifying the original intent of the documents; making any change necessary or desirable to meet the requirements of any institutional lender, the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other agency which may insure or purchase loans on a Lot; provided, however, that no such amendment shall materially affect any Owner's interest in the Association or the Common Elements. Each Owner and his mortgagees, by acceptance of a deed to a Lot or a mortgage encumbering such Lot, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration as provided in the immediately preceding sentence. This power of attorney is coupled with an interest, runs with the land and is irrevocable for a period of ten (10) years from the date of the filing of this Declaration with the Butler County, Ohio Recorder. All such Owners and their mortgagees, upon request of the Board, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by the Board to be necessary or proper to effectuate the provision of this paragraph.


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ARTICLE XI. MISCELLANEOUS

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

11.2. **Notices.** Any notice required or permitted to be given to an Owner or Occupant by the Board pursuant to the provisions of this Declaration shall be deemed given when mailed by United States mail, postage prepaid, addressed to such person's last address as it appears on the records of the Association.

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

11.4. **Invalidity.** The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision hereof.

11.5. **Personal Liability.** Nothing in this Declaration or the By-Laws, or any rules or regulations enacted pursuant to any of the aforesaid, shall impose personal liability upon any member of the Board or any officer of the Association acting in his capacity as such, for the maintenance, repair or replacement of part of the Common Elements or give rise to a cause of action against any of them except for damages resulting from their own willful omissions or misconduct and each person who becomes an Owner or member hereby releases and discharges all persons now or hereafter serving as an officer or Director, or both, from any liability for injury or damages to such member or Owner or to such member's or Owner's property and covenants not to initiate any legal proceedings against any such person or persons unless such said person is covered by insurance and in such event the amount of recover shall be limited to the amount of insurance.

11.6. **Condemnation.** In the event any Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceedings or otherwise sought to be acquired by a condemning authority, the proceeds of any award or settlement shall be distributed to the Association for the common benefit of the Owners and their mortgagees, as their interest appear.

11.7. **Headings.** The heading of the Articles and Sections of this Declaration are for conveyance only and shall not affect the meaning or construction of the contents of this Declaration.

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

11.9. **Conflict.** In the event of a conflict between the restrictions or any one or more of them and the restrictions of any Supplemental Declaration which may be recorded subsequent to this Declaration, the more restrictive restriction, covenant, condition, easement or other obligation shall control.

IN WITNESS WHEREOF, Meadow Breeze Estates Home Owners Association, an Ohio non-profit corporation, by and through its President, Jeffrey M. Sprague, has executed this Amended and Restated Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Meadow Breeze Estates Home Owners Association, this 2nd day of December, 2010.

MEADOW BREEZE ESTATES HOME OWNERS ASSOCIATION
An Ohio non-profit corporation

By: Jeffrey M. Sprague
Its: President

STATE OF OHIO)
) SS:
COUNTY OF Hamilton

The foregoing Amended and Restated Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Meadow Breeze Estates Home Owners Association was sworn to and subscribed before me by Jeffrey M. Sprague, President of Meadow Breeze Estates Home Owners Association, an Ohio non-profit corporation, by and on behalf of the Association on the 2nd day of December, 2010.

Tracy C. Craft
NOTARY PUBLIC

TRACY C. CRAFT
Notary Public, State of Ohio
My Commission Expires Jan. 22, 2012

This Instrument Prepared by:
M. Mehrin Doolin, Esq.
CUNI, FERGUSON & LEVAY CO., L.P.A.
10655 Springfield Pike
Cincinnati, Ohio 45215
(513) 771-6768



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Exhibit A
Legal Description

Situated in Section 28, Town 3, Range 3, Liberty Township, Butler County, Ohio and being Lots numbered 1-26 and 28-33 as shown on the plat of Meadow Breeze Estates Subdivision, Phase One recorded in Volume 3768, Pages A and B of the Plat Records of Butler County, Ohio.

Situated in Section 28, Town 3, Range 3, Liberty Township, Butler County, Ohio and being Lots numbered 34-51 as shown on the plat of Meadow Breeze Estates Subdivision, Phase Two recorded in Volume 3896, Pages A and B of the Plat Records of Butler County, Ohio.

EXHIBIT "B"
AMENDED AND RESTATED BY-LAWS OF
MEADOW BREEZE ESTATES HOME OWNERS ASSOCIATION

ARTICLE I: NAME

The name of the corporation is Meadow Breeze Estates Home Owners Association, hereinafter referred to as the "Association", and is governed by Section 5312 of the Ohio Revised Code.

ARTICLE II: DEFINITIONS

All of the terms used herein shall have the same meanings as set forth in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Meadow Breeze Estates Home Owners Association ("the Declaration") recorded with the Recorder of Butler County, Ohio.

ARTICLE III: OFFICES

The Association may have such offices, either within or without the State of Ohio, as the Directors may designate or as the business of the Association may require from time to time.

ARTICLE IV: FISCAL YEAR

The fiscal year of the Association shall commence on the first day of January in each year and end on the last day of the following December, or be such other period as the Directors may designate by resolution.

ARTICLE V: THE ASSOCIATION

The Association shall be a non-profit Ohio corporation and shall be called Meadow Breeze Estates Home Owners Association.

SECTION 1: MEMBERSHIP. Membership in the Association shall be limited to Owners, and all Owners shall be Members. Each Owner, upon acquisition of title to a Lot, shall automatically become a Member of the Association. Membership shall terminate upon the sale or other disposition of the Lot. In the case of the sale of any Lot by means of a Land Installment Contract, the Vendor may assign his membership in the Association to the Vendee.

SECTION 2: VOTING RIGHTS. If a Lot is owned by two or more persons, the voting right of the Lot Owners shall be exercised in accordance with the provisions contained in the Declaration.

SECTION 3: PROXIES. An Owner may vote in person or by proxy at any meeting of the Association. All proxies shall be in writing and filed with the Secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by an Owner of his, her or its Lot.

SECTION 4: QUORUM. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the vote of the membership shall constitute a quorum for any action except as otherwise provided in the articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

SECTION 5: VOTING POWER. Except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws (hereinafter called the "Organizational Documents"), a majority of the Members voting on any matter that may be determined by the Owners at a duly called and noticed meeting shall be sufficient to determine that matter. Robert's Rules of Order shall apply to the conduct of all meetings of Owners except as otherwise specifically provided in the Organizational Documents or by law.

SECTION 6: ANNUAL MEETINGS. Regular annual meetings of the Owners shall be held in the first calendar quarter of each year hereafter on a date and at an hour established by the Board.

SECTION 7: SPECIAL MEETINGS. Special meetings of the Owners may be called at any time by the President, by the Board, or upon written request of Owners entitled to exercise 25% of the voting power of the membership.

SECTION 8: NOTICE OF MEETINGS. Written notice of each meeting of Owners shall be given to each Owner at least five (5) days before such meeting. Notice shall be mailed or delivered to an Owner's Lot or a different address designated by the Owner for that purpose. The notice shall specify the place and time of the meeting and in the case of a special meeting, the purpose of the meeting.

SECTION 9: ORDER OF BUSINESS. The order of business at all meetings of Members of the Association shall be as follows:

- (a) Call to order
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of minutes of preceding meeting
- (d) Reports of officers



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- (e) Reports of committees
- (f) Election of inspectors of election
- (g) Election of Directors
- (h) Old Business
- (i) New Business
- (j) Adjournment



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SECTION 10: ACTION IN WRITING WITHOUT A MEETING. Any action that could be taken by Owners at a meeting may be taken without a meeting in writing or writings signed by the appropriate number of the Members as provided by the Organizational Documents or by law.

ARTICLE VI: BOARD OF DIRECTORS

SECTION 1: NUMBER AND QUALIFICATION. The Board of Directors shall consist of three (3) persons.

SECTION 2: ELECTION OF MANAGERS: VACANCIES. The Directors shall be elected at each annual meeting of Members of the Association or at a special meeting called for the purpose of electing Directors. Directors shall be an owner or owner's spouse. At a meeting of the Members of the Association at which Directors are to be elected, only persons nominated as candidates at least forty-eight (48) hours before the annual meeting shall be eligible for election as Directors and the candidates receiving the greatest number of votes shall be elected. Election to the Board shall be by secret written ballot. In the event of the occurrence of any vacancy or vacancies in the Board, however caused, the remaining Directors shall, within two (2) weeks of the date that the vacancy becomes effective shall appoint a Director(s) to fill such vacancy.

SECTION 3: TERM OF OFFICE: RESIGNATIONS. Each Director shall hold office until the next annual meeting of the Members of the Association and until his successor is elected, or until his earlier resignation, removal from office or death. Any Director may resign at any time by delivering his written resignation to the Secretary of the Association. Members of the Board shall serve without compensation.

SECTION 4: ORGANIZATIONAL MEETING. Immediately after each annual meeting of Members of the Association, the Directors shall hold an organizational meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

SECTION 5: REGULAR MEETING. Regular meetings of the Directors may be held at such times and places as shall be determined by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year. The Board may hold a meeting by any method of communication, including electronic or telephonic communication, provided that each member of the Board can hear or read in real time and participate and respond to every other member of the Board. No owner other than a Director may attend or participate in any discussion or deliberation of a meeting of the Board of Directors unless the Board expressly authorizes that Owner to attend or participate.

SECTION 6: SPECIAL MEETINGS. Special meetings of the Directors may be held at any time upon call by any one (1) Trustee. Notice of the time and place of each meeting shall be given to each Trustee by personal delivery, mail telegram or telephone at least two (2) days before the meeting. Attendance of any Directors at any meeting without protesting the lack of proper notice shall be deemed to be a waiver of notice of such meeting. Unless otherwise indicated in the notice, any business may be transacted at any organizational, regular or special meeting. The Board may hold a meeting by any method of communication, including electronic or telephonic communication, provided that each member of the Board can hear or read in real time and participate and respond to every other member of the Board. No owner other than a Director may attend or participate in any discussion or deliberation of a meeting of the Board of Directors unless the Board expressly authorizes that Owner to attend or participate.

SECTION 7: QUORUM: ADJOURNMENT. A majority of the Directors then in office shall constitute a quorum. At any meeting at which a quorum is present all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these By-Laws.

SECTION 8: ACTION IN WRITING WITHOUT MEETING. Any action that could be taken by the Directors at a meeting may be taken without a meeting in writing or writings signed by all of the Directors.

SECTION 9: REMOVAL OF DIRECTORS. At any meeting of Members of the Association any one or more of the Directors selected by the Members may be removed with or without cause by the vote of Members entitled to exercise not less than seventy-five (75%) percent of the voting power of the Association. A successor shall then and there be elected to fill the vacancy created.

SECTION 10: DISCRIMINATION. The Board shall comply with all applicable state and federal laws concerning prohibitions against discrimination on the basis of race, color, religion, sex, military status, national origin, disability, age, or ancestry. 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.



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ARTICLE VII: OFFICERS

SECTION 1: ELECTION AND DESIGNATION OF OFFICERS. The Directors shall elect a President, a Secretary and a Treasurer. The Directors may also appoint such other officers as in their judgment may be necessary.

SECTION 2: TERM OF OFFICE: VACANCIES. The officers of the Association shall hold office until the next organizational meeting of the Directors and until their successors are elected. The Directors may remove any officer at any time with or without cause by a majority vote of the Directors then in office. Any vacancy may be filled by the Directors.

SECTION 3: PRESIDENT. The President shall be the chief executive officer of the Association. He shall preside at all meetings of Members of the Association and at all meetings of the Directors. The President shall have a general executive supervision of the business and affairs of the Association. He 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 Directors or otherwise provided for in the Declaration or in these By-Laws.

SECTION 4: SECRETARY. The Secretary shall keep the minutes of the meetings of the Members of the Association and of the Directors, keep such books as may be required by Directors, and give notices of meetings of Members and of Directors.

SECTION 5: TREASURER. The Treasurer shall receive all money, bills, notes and similar property belonging to the Association. He shall keep accurate financial accounts and hold the same open for inspection and examination by the Directors and the Members of the Association. The Treasurer shall have such authority and shall perform such other duties as may be determined by the Directors.

ARTICLE VIII: POWERS AND DUTIES OF THE ASSOCIATION

SECTION 1: POWERS. The Directors shall exercise all powers and authority not specifically and exclusively reserved to the Owners. 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) purchase insurance and fidelity bonds the Directors consider appropriate and necessary;
- (c) enforce the covenants, conditions and restrictions set forth in the Declaration, By-Laws, Articles of Incorporation and Rules and Regulations;



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(d) repair, maintain and improve the Common Elements, and to borrow money to accomplish the same, on such terms and subject to such conditions as it deems necessary, including, but not limited to mortgaging all or any part of the Common Elements as collateral for any loan;

(e) establish, enforce, levy and collect assessments as provided in the Declaration or other charges for the use, rental, or operation of the Common Elements or for services provided to Owners;

(f) levy the following charges: interest and charges for the late payment of assessments; returned check charges; enforcement assessments for violations of the Declaration, the By-Laws, and the Rules and Regulations; and charges for damage to the Common Elements or other property;

(g) adopt and amend rules that regulate the collection of delinquent assessments and the application of payments of delinquent assessments;

(h) impose reasonable charges for preparing, recording, or copying the Declaration, By-Laws, amendments to the Declaration and By-Laws, resale certificates, or statements of unpaid assessments;

(i) authorize entry to any portion of the Property by designated individuals when conditions exist that involve an imminent risk of damage or harm to Common Elements, another Lot or dwelling unit, or to the health or safety of the occupants of that dwelling unit or another dwelling unit;

(j) adopt and enforce Rules and Regulations governing the use of the Property and the personal conduct of Owners and their guests and establish penalties for the infraction thereof and that regulate the maintenance, repair, replacement, modification, and appearance of Common Elements, and any other rules as the Declaration provides;

(k) suspend the voting rights and use of recreational facilities of an Owner during any period in which he is in default in the payment of any assessment for more than thirty (30) days;

(l) hire and fire managing agents, attorneys, accountants, and other independent professionals and employees that the board determines are necessary or desirable in the management of the property and the association;

(m) make contracts and incur liabilities;

(n) grant easements, mortgages, liens, leases, licenses and concessions on, over or through the Common Elements;



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(o) commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Property, or that involves two or more Owners and relates to matters affecting the property;

(p) acquire, encumber, and convey or otherwise transfer real and personal property;

(q) hold in the name of the Association real and personal property;

(r) invest excess funds in investments that meet standards for fiduciary investments under the laws of Ohio;

(s) exercise all other powers that may be exercised on this date by nonprofit corporations; and

(t) exercise any other powers necessary and proper for the governance and operation of the Association.

SECTION 2: DUTIES. It shall be the duty of the Board to:

(a) keep complete records and account for its acts to the Owners at each annual meeting or at any special meeting when an account is requested in writing by Owners representing at least fifty (50%) percent of the Members;

(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:

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

(ii) give written notice of each assessment to every Owner; and

(iii) foreclose the lien against any property for which assessments are not paid or bring an action at law against the Owner(s) personally obligated to pay the same, or both;

(d) issue or cause to be issued a certificate setting forth whether or not any assessment has been paid;

(e) procure and maintain insurance on the Property and the Association as the Directors deem advisable;

(f) maintain the Common Elements;



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