

**AMENDED AND RESTATED
DECLARATION OF THE RESTRICTIONS AND COVENANTS
FOR
LAKE OF THE WOODS**

Editor's Note:

This instrument was approved by the affirmative votes of a majority of the owners of sublots of the Lake of the Woods residential subdivision announced at a meeting of the Board of Trustees of the Association on _____, 2026.

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EXHIBIT A

AMENDED AND RESTATED

-BYLAWS OF LAKE OF THE WOODS HOMEOWNERS ASSOCIATION, INC.

EXHIBIT B

LEGAL DESCRIPTION

EXHIBIT C

DRAWINGS

DRAFT 9C (Comparing DRAFT 6)

**AMENDED AND RESTATED DECLARATION
OF RESTRICTIONS AND COVENANTS FOR LAKE OF THE WOODS**

ARTICLE I

NAME AND GENERAL DESCRIPTION OF PROPERTY

The Property, described in Exhibit B of this instrument, is subject to restrictions and regulations referenced herein and as promulgated and enforced by Lake of the Woods Homeowners Association, Inc., a non-profit corporation organized under the laws of the State of Ohio, for the purpose of owning and managing the Common Elements and providing for maintenance and upkeep of the Property and other possible services to its members as permitted by its Articles of Incorporation.

ARTICLE II

EXHIBITS AND DEFINITIONS

Section 1. Exhibits. The following Exhibits are attached to and made part of this Declaration:

(a) **EXHIBIT A:** Amended and Restated Bylaws of Lake of the Woods Homeowners Association, Inc. (if adopted by the Members contemporaneously herewith)

(b) **EXHIBIT B:** Legal Description of the Property

(c) **EXHIBIT C:** Drawings

Section 2. Definitions. Capitalized terms used in this Declaration have the meaning ascribed to them in this Section 2 and, if not defined below, the meaning ascribed to the term where it first appears in this Declaration. The following terms used herein are defined as follows:

(a) **“Assessment(s)”** means the determination ~~of~~ respecting the share of Common Expenses, including reserves ordinarily and prudently budgeted by the Board of Directors, and other charges levied against the Lot(s) that shall be payable from time to time by the Owner(s) as determined in accordance with the Declaration, Bylaws, and the rules, policies, and procedures of the Association. The term “other charges” in defining “Assessment” includes, without limitation:

(1) costs, expenses, and charges for maintenance, repairs, and replacements made by the Association that are or were the obligation or responsibility of the Owner(s) of a Lot to make;

(2) special or extraordinary uses or consumptions attributable to ~~such~~any Owner(s);

(3) damages or enforcement assessments resulting from the failure of the Owner(s) of a Lot or any Occupant(s), tenant(s), guest(s), or invitee(s) of any Dwelling or Lot to comply with any of the covenants, conditions, obligations, or restrictions contained or referenced in the Declaration, the Bylaws, and/or the rules, policies, and procedures of the Association, together with the costs, including (without limitation) court costs, reasonable attorneys' ~~fees~~, and paralegal fees incurred by or for the Association in any action successfully threatened, asserted, and/or prosecuted to secure voluntary or involuntary compliance and/or obtain injunctive, declaratory, or other necessary relief in redress of a failure to comply with the Declaration and/or the Bylaws, and/or the rules, policies, and/or procedures of the Association, and/or to remit all Annual Assessments and/or Special Assessments as and when the same shall become due and payable;

(4) any other charges or Assessments permitted by the Declaration, the Bylaws, or Chapter 5312 of the Ohio Revised Code to be made or levied against the Owner(s) and/or any Lot(s);

(5) reasonable costs of collection of any unpaid Annual Assessments, Special Assessments, enforcement assessments, charges (including title reports, court costs, reasonable attorneys' ~~fees~~, and paralegal fees), interest, and reasonable administrative late charges;

(6) **"Annual Assessment"** defined herein as the aggregate of all shares of the estimated cash requirements of the Association ratably levied by resolution of the Board of Directors of the Association against the Lot(s) to pay for the Common Expenses, including reserves, for the ensuing fiscal year in accordance with the Declaration and the Bylaws and charged to the Owner(s) of each Lot; ~~and, provided, however, that notwithstanding any action of the Board of Directors to fix such amount for any given calendar year, the Members may increase or decrease the Annual Assessment at the annual meeting by a resolution adopted upon the affirmative vote of a majority of those representing the total voting power of the Association;~~

(7) **"Special Assessment"** defined herein as the aggregate of all shares of the Common Expenses or other charges levied against the Lots

generally or against any specific Lot(s) to pay for special or specific projects or expenses not provided for in the estimated cash requirement of the Association in determining the Annual Assessment for the ensuing fiscal year, the amount of which is to be paid ratably or specifically by some or all of the Owners in such manner and on such terms as the Board of Directors shall determine.

(b) **“Association”** means and refers to Lake of the Woods Homeowners Association, Inc., a non-profit ~~Ohio~~ corporation organized under the laws of the State of Ohio, and each of its successors and assigns created to govern, operate, control, and administer the Property, including the Common Elements, and to enforce the covenants and restrictions contained in this Declaration, the Bylaws, and the rules, policies, and procedures of the Association, as amended from time to time.

(c) **“Authorized Communications Equipment”** means any communications equipment that the Board of Directors, in its sole discretion, selects that shall provide an electronic communication transmission, including (but not limited to) communication by telephone, video conference, or any electronic means, from which it can be determined that the transmission was authorized by, and accurately reflects the intention of, the Director, Owner, or other participant in using the same, and, with respect to meetings, allows all Persons permitted to participate in the meeting to communicate contemporaneously with each other as determined by the meeting chair.

(d) **“Board of Directors” or “Board”** ~~shall~~ means and refers to the Board of Directors of the Association as provided in the Bylaws of the Association and as may be referenced in this Amended and Restated Declaration as “the Board,” “the Board of Directors,” or “the Directors” and shall include the Board of Trustees of the Association as constituted and established to discharge powers, duties, and responsibilities on behalf of the Association under the version of the Declaration, and all amendments thereof, in effect before the ~~effective date~~ Effective Date of ~~this~~ Amended and Restated Declaration of Restrictions and Covenants for Lake of the Woods.

(e) **“Bylaws”** and “Amended and Restated Bylaws” each means these Amended and Restated Bylaws of Lake of the Woods Homeowners Association, Inc., attached as Exhibit A and made a part of this Declaration, as may be amended from time to time, but “Bylaws” instead shall mean the Code of Regulations of the Association remaining in effect in the event the Amended and Restated Bylaws are not approved by the Members contemporaneously with approval of this Declaration.

(f) **“Chapter 1702”** means Chapter 1702 of the Ohio Revised Code, the Ohio Nonprofit Corporation Act, as amended or supplemented from time to time.

(g) **“Chapter 5312”** means Chapter 5312 of the Ohio Revised Code, the Ohio Planned Community Act, as the same may be amended or supplemented from time to time.

(h) **“City”** means the City of Akron, Ohio.

(i) **“Common Elements”** means all real property controlled or owned by the Association, and all related fixtures and improvements, including (but not limited to) two (2) brick walls with pillars, a brick entrance monument with sign, and landscape plantings and illumination hardware located at the entrance to the Property and in any easement(s) held by the Association as of the Effective Date of this Amended and Restated Declaration.

(j) **“Common Expenses”** means the aggregate expenses of financial liability of the Association as provided by this Declaration, the Bylaws, and Ohio law, including such allocations as the Board designates for reserves, and those expenses designated as Common Expenses in Chapter 5312, the Declaration, and/or the Bylaws, including (by way of example and not by way of limitation):

(1) All sums lawfully assessed against the Lot(s) or Owner(s) by the Association;

(2) All expenses, rentals, charges, payments, and obligations of the Association incurred in the operation, administration, management, maintenance, repair, replacement, insurance, and improvement of the Common Elements and the other parts of the Property, including (but not limited to) the entrance signage and components, landscape islands, lake and storm water management facilities as provided for in these Bylaws, and reserves established by the Board of Directors for any or all such purposes;

(3) All charges, payments, and obligations of the Association incurred in the fulfillment of the required and approved Storm Water Management Plan;

(4) All expenses, charges, and costs of utility services used, rented, or supplied to or furnished to the Common Elements and Lots, or to any one or more of them, that are charged to or initially paid for by the Association and not the direct responsibility of any governmental agency or any Owner(s); and,

(5) All expenses the Board of Directors from time to time reasonably determines to be Common Expenses, *provided*, however, that the

Association's only Common Expenses related to the lake shall be in accordance with the Storm Water Management Plan.

~~(k)~~ **“Community Standard”** means the standard conduct, maintenance, or other activity generally prevailing within the Property as determined by the Board and as may be set forth or referenced within this Declaration, the Bylaws, and/or the rules, policies, and/or procedures of the Association.

~~(l)~~ **(k) “Declaration” or “Amended and Restated Declaration”** each shall means the recorded version of this instrument, entitled “Amended and Restated Declaration of the Restrictions and Covenants for Lake of the Woods,” and all of the Exhibits attached to this instrument, as originally executed, or if amended, as so amended, by which the Property is subject to the provisions of Chapter 5312.

~~(m)~~ **(l) “Dwelling”** means one building situated upon one Lot within the Property (or situated on or straddling more than one such Lot) designated and intended for use and occupancy as a residence by one family.

~~(n)~~ **(m) “Electronic Voting Technology”** means an electronic voting system that accurately and securely records the voting Member's intent to cast a ballot on a matter in the way identified by the Member, and provides for the counting of electronic votes submitted, including by means of internet, application, web, virtual, or other electronic technology.

~~(o)~~ **(n) “Good Standing”** means any Owner of a Lot who is ~~(1)~~ not more than 30 days delinquent in the payment of any fees and/or Assessment, or any portion thereof, owed to the Association ~~and (2) not adverse to the Association in any litigation involving the Association and/or the Board, and/or any Director(s).~~ Whether an Owner is in “Good Standing” for purposes of voting shall be determined as of the date on which the votes are tabulated. If any Lot is vacant (*i.e.*, without a Dwelling constructed on it), the Owner(s) of such Lot shall not be in Good Standing with the Association until a Dwelling suitable for occupancy is approved by appropriate building officials of the City and/or Summit County and constructed on such Lot.

~~(p)~~ **(o) “Lot”** means and refers to each subplot located on the Property (defined below) and shown on any record plat or plan of the Lake of the Woods residential subdivision, excepting the Common Elements, that may be improved for use as a single family detached Dwelling, and as shown on an individual parcel in the records of the Recorder's Division of the Summit County Fiscal Office, *provided*, however, that for purposes of administration and enforcement of the

Declaration, the Bylaws, and/or ~~any~~ rules, policies, and/or procedures of the Association, where any part(s) of two or more adjacent Lots are owned by the same Owner(s) and a single Dwelling is constructed on one or more of those adjacent Lots, or any part(s) thereof, all such adjacent Lots shall be regarded, irrespective of how the Recorder's Division of the Summit County Fiscal Office labels, defines, or denominates any part or all of any parcel(s) titled to any Owner(s), as a single Lot for in levying ~~purposes of voting and~~ all Assessments, honoring duties and obligations, and exercising any rights or privileges accorded the Owner(s) of any Lot under the Declaration, Bylaws, and/or any rules, policies, and/or procedures of the Association and the side Lot lines thereof shall consist of only the line(s) bordering a street and/or the side Lot line(s) of one or more Lot(s) of any other Owner(s); ~~the term further contemplates that the Lot and any adjacent Lot or fraction of a Lot is improved with a single family detached Dwelling irrespective of how the Recorder's Division of the Summit County Fiscal Office labels, defines, or denominates any part of 1 of any parcel(s) title to an Owner(s).~~

~~(q)~~ (p) **"Member"** means and refers to a Person entitled to membership in the Association, as provided in the Declaration and the Bylaws, and is the record Owner of a Lot.

~~(r)~~ (q) **"Occupant(s)"** means any natural person who resides in a Dwelling located on a Lot.

~~(s)~~ (r) **"Original Declaration" and "Original Bylaws,"** respectively, mean all documents and their attachments of record with the Fiscal Officer of Summit County (1) setting forth the covenants and restrictions for Lots in the Lake of the Woods residential subdivision, including (without limitation) those found at Pages 311 through 329 of Volume 6889 of the Book Archive of the Recorder of Summit County, recorded on March 23, 1984, and (2) constituting an acknowledged ~~the~~ copy of the Code of Regulations of the Association, as attached as an exhibit to an affidavit of Sharon Shapiro, President of the Association, on June 16, 2020, and recorded on July 1, 2020, in the Summit County Official Records under Document No. 56555549, together with all recorded amendments to each of those documents; except as otherwise expressly provided for herein, the Amended and Restated Bylaws supersede the Original Bylaws and any and all subsequent amendments in all respects.

~~(t)~~ (s) **"Owner"** means and refers to (1) any each Person owning an undivided fee simple interest in a Lot, excluding any Person having an interest in a Lot merely as security for the performance of an obligation unless and until such Person shall have acquired title to the Lot in fee through a foreclosure or any act or proceeding in lieu of foreclosure, and (2) but notwithstanding the foregoing,

~~“Owner” also includes a~~ **each Person who is a** purchaser or vendee of a Lot under a land contract rather than the ~~fee~~-owner in fee of such Lot.

~~(u)~~ **(t)** **“Person”** means a natural person or any corporation, partnership, limited partnership, limited liability company, trust, and any other legal entity to which the law attributes the capacity of having rights and duties.

~~(v)~~ **(u)** **“Property”** means the real property described or referenced in the Original Declaration and Original Bylaws and any additions as may have been or ~~will~~shall be brought within the jurisdiction of the Association in accordance with the provisions of the Original Declaration (also described in Exhibit B accompanying this instrument) constituting the Lake of the Woods Subdivision.

(v) **“Storm Water Management Plan”** means the size, course, and flow of streams, ponds, and lakes, and the banks of streams, ponds, and lakes, as originally approved for the Lake of the Woods Development.

(w) **“Yard, Front, Side, and Rear”** each shall carry the meaning ascribed to each found in Sections 2(a), 2(b), and 2(c) of Article IV hereof.

ARTICLE III

LAKE OF THE WOODS HOMEOWNERS ASSOCIATION, INC.

Section 1. Existence. The Association is a non-profit corporation organized under its Articles of Incorporation, as may be amended from time to time, ~~existing~~ing under the laws of the State of Ohio, including (without limitation) Chapter 1702 and Chapter 5312. The Bylaws in effect as of the Effective Date of the Declaration are attached and incorporated by reference as if fully rewritten ~~within the Declaration~~herein.

Section 2. Purpose. In accordance with its Articles of Incorporation, ~~The~~ Association was formed for the purpose of maintaining and administering the Common Elements and any improvements of or upon the Common Elements, providing services of general benefit to the Owners, administering and enforcing the provisions of the Declaration and Bylaws, collecting, preserving, maintaining, and disbursing the Assessments and other assets of the Association, and exercising other functions provided by the Declaration and Bylaws. ~~The Association shall administer the Property to the extent provided for in the Declaration.~~

Section 3. Membership. ~~The Association shall administer the Property to the extent provided for in the Declaration.~~ Each Owner, upon acquisition of title to ~~the~~ his, her, or its Lot, automatically becomes a Member of the Association and subject to such

qualifications and obligations as shall be imposed on a Member under the Declaration and/or the Bylaws. Each purchaser or vendee under a land contract for the acquisition of a Lot shall be regarded as a Member of the Association to the exclusion of membership rights and privileges of the Owner(s) of such Lot for so long as such land contract remains executory. Membership in the Association automatically terminates upon the sale or other divestiture of a Lot by the Owner(s) of such Lot ~~Member~~ (or upon the surrender or extinguishment purchaser or vendee rights under a land contract for a Lot), at which time the new Owner(s) (or the record Owner(s) following surrender or extinguishment purchaser or vendee rights under a land contract) automatically shall assume (or reassume) all rights and privileges of Members of the Association.

Section 4. Voting Rights. The Association shall have one class of voting membership. All Members are ~~the Owners and are~~ entitled to one vote for each Lot owned that has a Dwelling constructed on said Lot, provided, however, that, When if more than one Person ~~holds-qualifies as an "Owner" of an interest in~~ a Lot, or more than one Lot or a fraction of an adjacent Lot, all such Persons are Members, ~~provided and that the all~~ votes cast on any measure by the Owner(s) of any Lot shall be exercised and tabulated in accordance with the Bylaws.

Section 5. Board of Directors and Officers. The Board of Directors and officers, elected in the manner provided in the Bylaws shall exercise the powers, discharge the duties, and be vested in the rights of the Association conferred by operation of law (including, without limitation), Chapter 5312, the Bylaws, and by the Declaration. In the event any power, duty, or right is deemed exercisable or dischargeable by, or vested in, an officer or Board member, solely in his or her capacity as an officer or a Board member, he or she is deemed to act in ~~that~~ capacity to the extent required to authenticate his or her acts and to carry out the purposes of the Declaration and Bylaws.

Section 6. Administration of the Property. The Association shall administer the Property in accordance with the provisions of the Declaration and the Bylaws. Each Owner, tenant, Occupant, and guest must comply with the provisions of the general law (including, without limitation, Chapter 5312), the Declaration, the Bylaws, the rules of the Association, and the decisions, resolutions, and duly adopted resolutions and motions of the Association and Board of Directors, as lawfully amended from time to time.

Section 7. Service of Process. The Person to receive service of process for the Association shall be as designated by the Board of Directors. This designation shall be accomplished by filing with the Ohio Secretary of State the required statutory agent designation declaration. Unless otherwise provided by a resolution duly adopted by the Board, the Secretary shall be designated as the Person authorized to receive service of process for the Association.

Section 8. Fiscal Year. The Association shall operate on a fiscal year beginning January 1 of each calendar year and ending December 31 of the same calendar year, but the Board may elect to establish a different fiscal year for tax purposes.

ARTICLE IV

PURPOSE AND RESTRICTIONS ON PROPERTY

In addition to those other covenants, restrictions, conditions, obligations, and limitations provided elsewhere in this Amended and Restated Declaration, the following covenants, restrictions, conditions, obligations, and limitations ~~to the~~ respecting use and occupancy of the Property, including, without limitation, all portions of the Property and each Lot, shall supersede all such provisions in the Original Declaration, shall run with the land, and shall be binding upon each Owner, each Occupant, and each guest, heir, tenant, license, and assign of an Owner or Occupant:

Section 1. Purpose of Property. The purpose of the Property and Lots is to create and maintain a planned unit development residential community and those uses that are both customarily accessory and incidental to residential living. Each Dwelling located on a Lot must be used as a single-family residential dwelling and for no other purpose except as permitted by this Amended and Restated Declaration. No part of the Property may be used except for the foregoing purposes and except for other uses or purposes as are expressly permitted or contemplated in this Amended and Restated Declaration.

Section 2. Restrictions on Lots.

(a) **Side Yards.** The "Side Yard" of any Lot commences at front exterior wall of a Dwelling located on such Lot that is nearest the street ~~(or if no Dwelling is constructed on such Lot, the established building line for such Lot)~~ and extends away from the front of such Dwelling to the rear line(s) of such Lot, ~~but excluding~~ does not include the Dwelling itself ~~or and~~ the Rear Yard of the Lot (as defined below). A Dwelling located on a Lot and each building or other structure shall have a Side Yard along each Lot line measuring. ~~Each Side Yard shall not be less than 15 feet in depth when measured from the side Lot line(s) to the side of the Dwelling or other structure nearest such line(s).~~ The sum of the widths of the two opposite Side Yards shall not be less than 30 feet, but. ~~The~~ Side Yard nearest the street on any corner Lot (*i.e.*, a Lot bounded by two or more streets) shall have a width of at not less than ~~least~~ 40 feet. No building or other structure may be erected on or in any Side Yard. No shrubbery shall be closer than 15 feet to the street ~~on~~ bordering corner Lots.

(b) **Front Yards.** The "Front Yard" of any Lot commences at the front Lot line and extends to the front exterior wall of the Dwelling located on such Lot

or to the established building line if no Dwelling is constructed on such Lot. Where a Lot is bounded by two or more streets, the Front Yard of such Lot shall be the yard in front of the primary entrance to the Dwelling (or if a Dwelling has more than one primary entrance, the entrance on the side of the Lot that faces the street bearing the address of the Lot). No building may be erected in the Front Yard of any Lot nearer than 50 feet to the front Lot line.

(c) **Rear Yards.** The “Rear Yard” of any Lot commences at the front exterior wall of the Dwelling located on such Lot (or at the established building line for ~~the Dwelling located on~~ such Lot if no Dwelling is constructed on such Lot) and extends away from the front of such Dwelling (or established building line) to the rear line(s) of such Lot, but does not include the Dwelling itself or any Side Yard. No building may be erected in the Rear Yard of any Lot nearer than 40 feet to the rear Lot line that is farthest from the front of a Dwelling located on such Lot (or farthest from the established building line where no Dwelling is constructed on such Lot).

(d) **Driveways.** Driveways shall be paved with concrete, asphalt, brick, or pavers manufactured out of rock, or concrete installed and arranged to be flush with the surface of the Lot.

(e) **Consistency With Laws and Recorded Instruments.** No part of this Section 2 shall be construed or applied in such manner as may be inconsistent or in conflict with the metes and bounds of any Lot approved by the City or with the setback requirements found in any zoning or land use laws of the City in effect when such Lot was created and approved, with or without variances, and in all such instances, the setback provisions or requirements established by the metes and bounds of any approved Lot or by approval granted under such zoning or land use laws shall prevail over any inconsistent or conflicting standards set forth or referenced in this Section 2.

Section 3. Restrictions on Property Use.

(a) **Animals and Pets.** An Owner is permitted to own and care for common household pets as part of his or her use of a Lot as long as no public or private nuisance under Ohio law or the zoning or land use laws of the City is created or established thereby, *provided*, however, that no Owner may use any part of the Common Elements or any Lot to engage in animal husbandry, in the act of boarding, raising, breeding, keeping, harboring, nursing, or maintaining any pets or other animals in practicing animal husbandry or otherwise and whether or not for profit, in providing veterinary services, or for any commercial purpose(s) associated with any of the foregoing. Examples of animals not considered “common household pets” within the meaning of this Section 3(a) include (without limitation) feral cats, livestock, fowl, poultry, potbellied pigs and other swine, horses, wild hybrids, and

any animals customarily associated with, raised, or used in farmland, zoos, petting zoos, livestock ranges, or compounds.

(b) **Discharge of Firearms and Fireworks.** The discharge of any firearm, ammunition, fireworks, and explosives anywhere on the Property is prohibited.

(c) **Drones.** To protect the privacy and quiet enjoyment of the Owners, residents, Occupants, guests, and invitees on and about the Property, the use, operation, or control of drones or any other remote flying device, whether the devices are equipped with camera or surveillance equipment or not, is prohibited within the Property unless the Board approves in writing of its use, operation, or control, provided, however, that the Owner(s) of a Lot may authorize the deployment of a drone through the airspace directly above such Lot without directing any camera on any other Lot or recording or capturing any still or video images of any part of any other Lot(s)

(d) **Fences.** While erection of fences not exceeding three (3) feet in height was permitted generally under the Original Declaration, as of the date this Amended and Restated Declaration is recorded with the Recorder's Division of the Summit County Fiscal Officer, fences shall be permitted only in the Rear Yard and Side Yard of any Lot, may be erected only with the prior written approval of the Board of Directors or the Architectural Review Board of the Association in accordance with any applicable zoning regulations, municipal or county building code, rules of the Association, and such rules, guidelines, limits, and conditions as the Board of Directors or such Architectural Review Board may reasonably establish in reviewing any application to approve such fence in addressing the location, height, color, decorative and aesthetic value of the proposed fence as well as the materials employed or to be employed in constructing and/or maintaining the fence, *provided, however, that board-on-board privacy fences are prohibited except where deployed to surround a permanent swimming pool, and further provided, however, that installation of a chain link fence shall be prohibited in all instances, but a decorative wire mesh fence may be permitted upon Board approval of the materials, aesthetic value, and design of a proposed fence of such type notwithstanding the general prohibition found in the last sentence of Subsection 11 of Section C of Article I of the Original Declaration, and further provided, however, that no fence erected in a Side Yard or Rear Yard of a Lot (as defined in Section 2 of Article IV hereof) may exceed five (5) feet in height absent written approval granted by the Board of Trustees or the Architectural Review Board of the Association prior to the effective date* Effective Date *of this Amended and Restated Declaration, and further provided, however, that no fence erected elsewhere on a Lot with written approval of the Board of Trustees of the Association granted prior to the effective date of this Amended and Restated Declaration may exceed three (3) feet in height.*

(e) **Garage Sales.** The Board may establish, from time to time, such reasonable rules regulating ~~Garage sales are only permitted with written Board approval to~~ specifying hours of operation and minimum requirements for Owner supervision during operating hours and all garage sales must meet all regulations and building and zoning requirements of the City, if any.

(f) **Gardens.** Vegetable gardens are permitted on the rear of any Lot providing the plants are not visible from the street. Vegetable gardens must be seasonally maintained in good order, including fall clean up.

(g) **Grading and Drainage.** The grades and slopes on the Property were fixed and established to conform with a general plan to correspond with the grade of Lots on either side with due regard for natural contours and drainage of the land ~~and the Community Standard~~. The grading, slopes, and drainage on any Lot shall not be altered without the prior written approval of the Board and the City, if any, as may be necessary under the land use regulations of the City.

(h) **Lakes, Ponds, and Streams.** Certain Lots within the Property are located adjacent to and contiguous to a lake, pond, or stream ("Water Lot") that is part of the Storm Water Management Plan. From time to time, The Board shall may adopt rules governing the maintenance and use of the lake, pond, or stream within the Storm Water Management Plan. Subject to and in accordance with the rules, each Owner of a Water Lot is responsible for:

(1) Removal of debris or other blockage from the streams, ponds, and lakes within any part of a Lot containing or bounded by a portion of the stream, pond, or lake; ~~and~~

~~and~~ (2) Maintenance of the banks of each such stream, pond, or lake;

(3) Maintenance and repair of any bridge placed on a Water Lot to gain access to a portion of such Lot across a stream, ~~lake, or pond~~, including any damage or other issues that may arise in the future due to the installation and/or maintenance of such bridge;

(4) Refraining from installation of any temporary or permanent structure in proximity to any stream, lake, or pond, including (without limitation) any bridge, pier, deck, float, shelter, or dock;

(5) Refraining from launching or operating watercraft, including (without limitation) canoes, paddle boats, rowboats, kayaks, windsurfers, or sailboats, on or in any stream, lake, or pond;

(6) Refraining from swimming, ice skating, ~~fishing~~, or participating in any similar recreational or sport activities on, in, or about any stream, lake, or pond;

(7) Refraining from pumping or removing water from any stream, lake, or pond or any acts by which the level, volume, or amount of water in any stream, lake, or pond may be increased or diminished, controlled, or affected beyond the ordinary course given the natural grade and features of the terrain;

(8) Refraining from depositing or discharging any sediment, soil, sand, fish, animal, or any other material in any stream, lake, or pond and refraining from stocking or restocking any stream, lake, or pond with any species of fish or other form of waterfowl or other aquatic life;

(9) Refraining from depositing any chemical or substance intended to maintain the water or support, curb, arrest, or destroy any plant life within the Storm Water Management Plan without the prior written consent of the Board, the City, and any other governmental authority as may have jurisdiction over any stream, lake, or pond on the Property; ~~or~~ and

(10) Refraining from alteration or modification of the banks, size, course, or flow of water without the written approval of the Board and the City (if applicable) and any other government authority as may have jurisdiction over any stream, lake, or pond on the Property.

No Owner of any Lot adjacent to a Water Lot shall directly or indirectly permit or engage in conduct that is proscribed in respect of any Owner of a Water Lot. In the event the Owner(s) of a Water Lot should fail to remove debris or other blockage from a lake, pond, or stream or to maintain the lake, lot or stream, including their banks, or the Owner(s) of a Water Lot or a Lot adjacent to a Water Lot should engage in conduct proscribed by this Section 3(h), the Association, the City, Summit County, or other governmental agency having jurisdiction over any stream, lake, or pond on the Property may perform such work and charge back all costs incurred to the Owner(s) of each such Lot.

(i) **Landscaping.** All substantial landscaping modifications to a Lot that do not replace a landscape component installed at the time the Dwelling constructed on a Lot was granted an occupancy permit or installed after securing approval of the Board shall require prior written approval of the Board. Board approval nevertheless is not required for the planting of perennials, grass, mulch, bushes, shrubs, trees, and/or seasonal flowers, but is required for all hardscape modifications to the landscaping features of a Lot. Hardscape modifications refer

to all man-made features or hard landscape materials incorporated into a landscape design, driveway or garage access, and on-site parking pads, such as wood, composite materials, concrete, brick, tile, solid stone, pavers, etc. All Lots must have a lawn in the front, the side(s), and rear of the dwelling with natural grass except as may be impracticable on account of the natural terrain or features of the Lot and/or the approved Lot lines. Artificial turf is prohibited. Stone may be incorporated into the landscaping features of a Lot for purposes of defining the boundaries of a flowerbed or to the extent reasonably necessary to promote drainage and minimize water retention on or about such Lot or an adjacent Lot.

(j) **Laundry and Rubbish in the Common Elements and Lots.** No clothes, sheets, blankets, laundry of any kind, or other articles may be hung out or exposed on any part of the Common Elements or the front of a Lot. The Common Elements and Lots must be kept free and clear of rubbish, debris, and other unsightly materials.

(k) **Leasing and Licensing of Dwellings; Land Contracts.** To preserve property values and to protect and preserve the well-being of Owners and Occupants, a Dwelling can be leased, let, rented, licensed, or otherwise allowed to be occupied, whether for monetary compensation or not, to or by Persons other than the Owner(s) of the Lot on which such Dwelling is constructed only for residential purposes and not for business, speculative, investment, or any other purpose, subject to and in compliance with the following provisions:

(1) Lease or licensing terms must be in writing for a term of not less than 12 consecutive calendar months; all other leases or licenses for any shorter term(s) are prohibited; all leases or licenses of a Dwelling as a “bed and breakfast” or social gathering venue of any kind and for any period of time are prohibited;

(2) If any lessee, licensee, tenant, or renter vacates a Dwelling prior to the expiration of the term of a lease or license, such Dwelling may not be re-leased or re-licensed until the minimum 12 consecutive rental months under such lease or license shall have passed, beginning on the lease commencement date;

(3) A copy of each lease or license and the names of the lessees, licensees, tenants, renters, and Occupants who will reside in the Dwelling must be provided to the Board at least ten (10) days prior to the commencement of the lease or license term;

(4) No Dwelling may be leased, licensed, let, or rented to any business or corporate entity for the purpose of corporate housing or similar use or any other commercial use;

(5) The rental or licensure of a Dwelling cannot include hotel, transient, or lodging services, including any meals, use of the kitchen for food preparation or service, bed and breakfast accommodations, vacation rental accommodations, or similar room provisions and services in connection with food or beverage, maid service, the furnishing of laundry or linen, bell service, or similar services;

(6) No Dwelling may be sub-leased, sub-licensed, sublet, or rented by a lessee, tenant, or renter;

(7) No individual room, part, or sub-part of any Dwelling may be leased, licensed, let, or rented;

(8) The Association shall hold a limited power-of-attorney from and on behalf of any Owner who is more than six (6) months past due in the payment of any Assessment or other amount(s) due to the Association by which power the Association shall have the limited authority to collect the lease, license, or rent payments or fees directly from the lessee, licensee, tenant, renter, or other Occupant until the amount(s) the Owner(s) shall owe to the Association shall have been paid in full;

(9) The lessee, licensee, tenant, renter, or other Occupant of any Lot must abide by the terms of the Declaration, the Bylaws, and the rules of the Association and the Owner(s) of any Lot subject to any lease, license, or other form of instrument by which use of any Lot is granted to someone other than an Owner of such Lot shall furnish a copy of each such instrument to the President of the Association containing an express undertaking by the lessee, licensee, tenant, renter, or other Occupant to abide by and honor the Declaration, the Bylaws, and the rules of the Association as a condition of taking possession of and/or occupying or continuing to occupy the Dwelling covered by such instrument;

(10) When an Owner leases, licenses, or rents a Dwelling, the Owner relinquishes access to all amenities and privileges associated with the Common Elements and otherwise enjoyed by Owners of Lots, but continues to be responsible for all obligations of ownership of such Dwelling and shall be jointly and severally liable with the lessee, licensee, tenant, renter, or other Occupant(s) to the Association for the conduct of any of those individuals and for any damage to Association property or interests;

(11) The Association may initiate eviction proceedings to evict any lessee, licensee, tenant, renter, or other Occupant for violation of the Declaration, Bylaws, rules of the Association, or applicable laws by any Occupant

of the Dwelling or the Owner(s) of the Lot; such action may be brought by the Association and/or as the Owner's agent, in the name of the Owner, *provided*, however, that the Association shall have given the Owner written notice of the intended eviction action not less than ten (10) calendar days in advance of commencing such action; the costs of threatening and/or prosecuting any successful eviction action or initiative, including (without limitation) reasonable attorneys' fees and court costs, shall be assessed to the Owner(s) of the Lot that is the subject matter of such action or initiative and all such costs shall be regarded (and may be enforced) as a lien against such Lot.

(12) Any land contract for the sale of a Lot must be recorded with the Recorder's Division of the Summit County Fiscal Office and a record copy of such land contract must be delivered to the Board within 30 days of such recording. Any land contract not meeting the requirements of this Section 3(k) shall be regarded as an impermissible lease, *provided*, however, that land contract vendee of a Lot meeting the requirements of this Section 3(k) shall be regarded as the Owner of the Lot for all purposes and obligations under the Declaration, the Bylaws, and the rules of the Association except only and specifically to the extent as may be expressly provided otherwise in the land contract between the buyer and seller.

(13) The Board may adopt and enforce rules and definitions not in contradiction of the above provisions of this Section 3(k), including, rules to address and eliminate attempts to circumvent the meaning or intent of the restrictions and conditions pertaining to the lease or licensure of any Lot and in furtherance of the preservation of the Community Standard and the interests of the Association and all other Owners in preserving the Property as a planned unit development of an owner-occupied residential community and against the leasing or licensure of a Dwelling for investment or other purposes expressly permitted by this Section 3(k), the Declaration, the Bylaws, and the rules of the Association. The Board has full power and authority to deny the occupancy of any Dwelling by any Person(s) if the Board, in its sole discretion, determines that the Owner(s) of the Lot intend or seek to circumvent the meaning, purpose, or intent of this Section 3(k).

(1) Lighting.

(1) General. The installation of lighting on any Lot that interferes with the quiet enjoyment, comfort, or privacy of any other Lot, Owner(s) of a Lot, or Occupant(s) of a Dwelling is prohibited. Accent lighting incorporated as a feature of the landscape design of a Lot shall be permitted as long as all lights are uniform in color, are not illuminated until dusk, and are extinguished by dawn. All other lighting of a Lot shall be permitted only as part of

a holiday display subject to Section 3(l)(2), below. No lighting on a Lot shall incorporate any alternating illumination, flashing lamps, or changing colors.

(2) **Holiday Displays.** Subject to the general provisions of Section 3(l)(1), above, holiday lighting featuring multiple colors and related seasonal decorations shall be permitted during the "Holiday Period," defined herein as the Monday of the week of Thanksgiving Day of any given calendar year and ending the immediately succeeding January 10, and all such lighting and decorations shall be removed by the end of such Holiday Period. Only the Board may elect to decorate the Common Elements during the Holiday Period. No decorative lighting or electrical cords related thereto shall be permitted upon or across any area of the Property maintained by the Association. An Owner may place holiday lighting and decorations on and within the trees, shrubs, and other plantings located in the Front Yard of a Lot.

④ —

(m) Lot Maintenance. Maintenance, repair, and replacement of all portions and components of a Lot and a Dwelling located on any Lot shall remain with the Owner(s) of such Lot in such manner as shall promote and assure a reasonably clean, safe, and sanitary conditions in conformity with all applicable laws, ordinances, the Declaration, the Bylaws, ~~the Community Standard,~~ and the rules of the Association. The Board may set standards for reasonable lot maintenance, repair, and replacement in the Association's rules and has the discretion to determine if a Lot is in compliance with reasonable maintenance standards ~~and the Community Standard.~~ Lot maintenance includes (but is not limited to) the maintenance of the lawn, landscape beds, trees, shrubs, compost areas, fences, swimming pools, hot tubs, decks, patios, play sets, and the Dwelling located on the Lot.

(n) Neighbor-to-Neighbor Disputes. The Board may, but is not obligated to, take enforcement action when a dispute arises solely between neighbors or Occupants involving a disagreement or complaint respecting an alleged nuisance or other offensive behavior that does not involve damage to the Common Elements, a violation of the Declaration, the Bylaws, the rules of the Association, architectural or maintenance standards, ~~or impairment or compromise of the Community Standard.~~ In any such dispute between neighbors, the Board shall not intervene unless and until the Owner(s) or Occupant(s) of the Lots at issue first work in good faith with each other to resolve their differences before an Owner of one of the Lots may refer the dispute to the Board for investigation into an alleged violation of the Declaration, Bylaws, ~~Community Standard,~~ or rules of the Association. An Owner's complaint to the Board about a neighbor must be in writing, shall give as much detail as possible concerning the dispute, shall include specific information about what informal efforts to resolve the matter were undertaken by the complaining Owner(s), and shall identify the Person(s) about whom the complaint is lodged with

sufficient detail to enable the Board to give due notice to the Person(s) about whom the complaint is lodged.

(o) **Nuisance.** “Nuisance,” as used in this Section 3(o), shall include (without limitation) all acts or omissions constituting a public nuisance or a private nuisance under Ohio law, including (without limitation) the storage of any property or other tangible items on any portion of the Property that causes the Property to appear to be in an unclean or untidy condition, or that will be obnoxious to the eye, or that may serve as a breeding ground or habitat for rodents, vermin, insects, or other wildlife, or where the storage or use of any substance, thing, or material that emits foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the Owners and Occupants of any Dwelling. No noxious or offensive activity, or other act or omission constituting a nuisance, can be carried on or upon any portion of the Property or any Lot(s), nor can anything be tolerated, allowed, or conducted thereon that causes or tends to cause embarrassment, discomfort, annoyance, or nuisance to the Association or any of its employees, agents, or contractors or any Owner(s) or Occupants of any Dwelling(s) or any other Person(s) using any portion of the Property, any Lot(s), and/or the Common Elements. No Owner of a Lot and no Occupant of a Dwelling may engage in any conduct or maintain or use any part of any Lot or the Common Elements that will tend to increase the rate of insurance on any part of the Property or that will result in the cancellation or restriction of insurance on the Property or that is in violation of any law.

(p) **Occupancy Limitation.** Occupancy of a Dwelling is limited to not more than two (2) Persons per bedroom residing in such Dwelling, *provided*, however, that no Person who shall not have attained the age of 36 months shall be included in establishing compliance with such occupancy limitation. For the purposes of this occupancy limitation only, a Person is “residing” in a Dwelling if ~~he or she~~ he, she, or its occupies the Dwelling more than 30 calendar days during any period of 365 consecutive calendar days.

(q) **Occupancy Restriction Respecting Sex Offenders and Child-Victim Offenders.** A Person who is classified as a sex offender or child-victim offender, or any future equivalent classification under the law, and for whom the Summit County Sheriff or other government entity must provide community notice of the such offender’s residential address, is prohibited from residing in or occupying a Lot and from remaining in or on the Property for any length of time. The classification of a sex offender or child-victim offender and the determination of whether notice is required shall be determined by a court of law in accordance with the Ohio Sex Offenders Act, or similar Ohio statute(s) or statute(s) from another jurisdiction, as may be amended or renamed from time to time. The Association is not liable to any Owner, Occupant of any Dwelling, or any visitor of any Owner, or of the Association, because

of any alleged failure of the Association, whether negligent, intentional, or otherwise, to enforce any provision of this Section 3(q).

(r) **Office or Studio Use.** An Owner or Occupant of a Dwelling may use a portion of a Dwelling as an office or studio, provided:

(1) the activities within the Lot do not interfere with the quiet enjoyment or comfort of any other Owner or Occupant of any Dwelling; and

(2) the activities are in compliance with all commercial and zoning land use regulations and no part of the Dwelling is used as a school, music recording studio, pornography studio, medical laboratory, ~~or care~~ or rehabilitation facility, daycare center, or nursery, provided, however, that "school" shall not be construed to disallow teaching and/or learning-related activities in service of the efforts of an Owner or Occupant to home-school his or her children or wards; and

(3) such use involves no nonresident employees, staff, or independent contractors regularly working out of the Lot or Dwelling (except maintenance, repair, or improvements done to the Lot or Dwelling itself), does not welcome walk-in traffic to the Dwelling from the general public or from regular or repeated business invitees, and does not invite or permit any door-to-door solicitation of any Owner(s) or Occupant(s) of a Dwelling anywhere in or about the Property; and

(4) the use does not result in the Dwelling becoming principally an office as distinct from a building principally used for residential purposes or in developing a reputation that the Dwelling is or can be regarded by the public as an office or commercial location that welcomes invitees without requiring them to schedule an appointment in advance; and

~~(5) the office or studio use is not apparent or detectable by sight, sound, or smell from outside the Dwelling; and~~

~~(6)~~(5) the office or studio use does not result in or involve regular or unreasonably large volume of business-related deliveries to or from the dwelling, as determined by the Board of Directors; and

~~(7)~~(6) no part of the Lot or any Dwelling is used for the storage, assembly, repair, testing, inspection, or maintenance of an inventory or parts, supplies, work-in-progress, or finished goods used or sold in connection with the business conducted out of the office or studio located in such Dwelling or out of any other location within or outside of the boundaries of the Property; and

~~(8)~~(7) the use of the office or studio does not constitute a hazardous or offensive use or threaten the security, safety, or quiet enjoyment of other Owners of Lots or Occupants of Dwellings on and about the Property as determined by the Board of Directors.

(s) **Oil, Gas, Water, Refining, and Mining Operations.** No gas, oil, or water drilling, oil or gas development operations, or refining or mining of any kind is permitted upon or in any residential Lot. No wells, tanks, tunnels, excavations, or shafts are permitted on any Lot.

(t) **Oil and Gas Meters and Tanks.** Oil tanks, ~~gas meters,~~ and bottled gas tanks shall be placed and kept underground or placed in areas that shall not be visible from the street or any other Lot.

(u) **Owner ~~and Occupant~~ Information.** Within 30 days of the recording of this Declaration, or within 30 days of title transferring to a new Owner after this Declaration is recorded, each Owner of a Lot (1) shall disclose to the Secretary of the Association, as the designated officer of the Board of Directors, the names, mailing addresses, telephone numbers, and e-mail addresses of each Owner ~~and each Occupant~~ of the Lot(s) ~~at issue~~ and each any Dwelling located on such Lot(s) and (2) shall disclose whether the Owner(s) claim any hardship with respect to using Authorized Communications Equipment to attend and participate in any meeting of the Members. The Secretary shall furnish each Owner of a Lot with a form that may be used in soliciting and providing such information, but any Owner may provide such information in any form reasonably calculated to disclose such information to the Board of Directors. Any change in the information furnished under this Section 3(u), whether or not the result of a subsequent transfer, must be provided to the Board of Directors, in writing, within 30 days of such change. ~~The Board may pursue enforcement proceedings against all Owners in violation of the disclosure requirements of this Section 3(u), provided, however, that no civil action to secure compliance with such requirements shall be commenced unless the non-compliant Owner(s) shall have failed to disclose the required information within 30 days of delivery of a notice of non-compliance to the Dwelling located on the Lot of such Owner(s). All costs to secure compliance, including (without limitation) all attorney fees and expenses incurred by or for the Board in threatening or asserting such action, shall be assessed against such Lot as an enforcement assessment.~~

(v) **Satellite Dishes, Antennae, and Radio Towers.** Antennae expressly permitted by the Federal Communications Commission's ("FCC") as an over-the-air reception device ("OTARD") under such agencies regulations, including (without limitation) satellite dishes one (1) meter (approximately (39) inches or less in diameter and an exterior television antenna, may be installed in strict compliance

with the OTARD rules and reasonable rules, if any, established by the Board of Directors only on the roof or exterior wall of any Dwelling or placed or maintained in or above the ground of any Lot without the prior written approval of the Board of Directors. No other exterior antenna or external reception, transmission, or communication device shall be permitted on the roof or exterior wall of any Dwelling or placed or maintained in or above the ground of any Lot without the prior written approval of the Board of Directors. Subject to applicable easements and recorded rights, no facilities, including poles and wires, for the transmission of electricity, audio, radio, citizen band signals, or video communications (including, without limitation, any cellular towers), except as again expressly permitted by the OTARD rules, ~~will~~shall be permitted on any Lot other than the roof or exterior wall of any Dwelling or be placed or maintained above the surface of the ground on any Lot by any individual Owner or any Occupant of any Dwelling without the prior written approval of the Board of Directors.

(w) Sheds, Storage Outbuildings, and Carports. No building or other structure may be erected, altered, placed, or be permitted to remain on any Lot other than one single-family Dwelling, permitted garages, and one (1) outbuilding attached to or placed adjacent to the structure housing the Dwelling and hidden from the view of neighbors, *provided*, however, that the proposed location and specifications for any such outbuilding must be approved by the Board, in writing, and the Owner(s) must obtain any permits required by the City or Summit County prior to its construction. Any shed, storage outbuilding, carport, or other structure located or constructed on a Lot without first having secured the approval of the Board of Directors (or the Board of Trustees of the Association ~~prior to the Effective Date of this Amended and Restated Declaration~~) shall be deemed not in compliance with this Section 3(w).

(x) Signs. The Board has the right to erect, install, or place signs on and about the Common Elements. No sign shall be erected on and about the Common Elements by any other Person without the prior written consent of the Board. No sign, billboard, or advertising device of any kind shall be erected on or within the boundaries of any Lot except that an Owner may place ~~on a Lot~~ in the Front Yard of a Lot he, she, or it owns the following signs, not exceeding ten (10) square feet in size as installed above ground, including the frame or post and hardware, without need of prior permission of the Board:

(1) one customary, professionally prepared “For Sale” sign, *provided*, however, that the sign does not exceed the width and height as those customarily used by professional realtors, including the frame or post and hardware, and as installed above ground and may include one customary, professional display box or tube for information about the Lot, and ~~further provided~~, however, that the Board shall have the authority to determine if a “For Sale” sign or

display box or tube is customary or professional and to adopt rules to further define and clarify, but not prohibit, the provision on “For Sale” signs, including, without limitation, the permitted appearance or placement location of the signs; and/or

(2) one (1) sign related to school-related activity or the school itself, during the months that school is in session, *provided*, however, that such sign does ~~not exceed eight (8) square feet in size as installed above ground, including the frame or post and hardware,~~ and is removed within two (2) days after the last day of school or the school-related activity reference on the sign; and/or-

(3) one (1) sign ~~may be installed~~ on the ~~Lot~~ the front of the ~~Owner's Lot~~ Dwelling during election season advocating the election of a single candidate or a slate of candidates or promoting approval or disapproval of an issue appearing on the ballot on the next election day, *provided*, however, that such sign ~~does not exceed eight (8) square feet in size as installed above ground, including the frame or post and hardware,~~ is placed ~~on a Lot in the Front Yard of such Lot~~ a Dwelling not more than 45 days prior to any local, state, or federal election (exclusive of any absentee or early voting periods), and is removed within two (2) days after the election is ~~held~~ conducted; and/or

(4) One (1) professionally prepared security system identification sign; and/or

(5) One (1) professionally prepared invisible fencing identification sign ~~for a pet security system installed on the Lot~~; and/or

(6) One commercial contractor's sign, but only while such contractor is working on ~~the a specific Lot~~ for not more than, ~~but not to exceed~~ ten (10) days after project completion.

The Board may adopt and enforce rules and definitions in furtherance, but not in contradiction, of the above provisions, including rules regarding the types of permitted signs allowed on the Lots, the ~~number~~, size, and placement for signs, and the maximum number of permitted signs that may be displayed on a Lot at any given time.

(y) **Solar Energy Collection Devices.** An Owner may install “Solar Energy Collection Devices,” *i.e.*, a system affixed to a Dwelling roof that uses solar devices for collection solar rays (including solar panels) that are thermally isolated from the living space whereby such devices and their related equipment are used

to provide for the collection, storage, or distribution of solar energy ~~for consumption on only that Lot.~~ These Solar Energy Collection Devices are permitted to be installed on the roof of any Dwelling, *provided*, however, that:

(1) the proposed location and specifications for any of the Solar Energy Collection Devices has been approved by the Board of Directors in writing,

(2) the Owner obtains any permits required by municipal or governmental entity, if any, prior to construction and use,

(3) the Solar Energy Collection Devices are compliant with any reasonable rules, regulations, and architectural guidelines established by the Board, and

~~(4) the Solar Energy Collection Devices are to be installed on the Dwelling's roof, and~~

~~(5)~~ (4) the Solar Energy Collection Devices meet all applicable safety and performance standards established by federal, state, and/or local government agencies and authorities.

(z) **Swimming Pools and Hot Tubs.** In-ground and above-ground ~~and portable~~ swimming pools and hot tubs are permitted on the Property with prior, written Board approval and in compliance with all City and/or Summit County regulations.

(aa) **Temporary Shelter.** No trailer, shack, garage, barn, mobile home, or other form or means of temporary shelter or housing device is permitted on the Property or any Lot(s). Notwithstanding the foregoing restriction, tents or screen houses may be erected in the rear yard area of a dwelling for no longer than 72 hours without the prior written consent of the Board.

(bb) **Trash and Rubbish.** No portion of the Property may be used or maintained as a dumping ground for rubbish. All trash must be deposited in covered, sanitary containers and must be stored in the garage (or if kept outside, must be screened from view and must be kept on the side or the rear of the Dwelling ~~and in an area not visible from any street.~~ All equipment for the storage or disposal of trash or garbage material must be kept in clean and sanitary condition. Each Owner shall take reasonable steps to cause trash bins to be carried to the curb for collection by the City on a weekly basis and to be retrieved and stowed by 11:59 p.m. of such collection date. The Board may establish reasonable rules creating timeframes and conditions when trash bins must or may be stored inside the garage of a Dwelling.

(cc) **Vehicle Restrictions.** Motor vehicle parking and storage within the Property is subject to rules promulgated by the Board of Directors. Motor vehicles include automobiles, motorcycles, inoperable vehicles, trucks, and trailers of any type, machinery, boats, and all other vehicles whether or not used exclusively or principally for recreation. The following restrictions apply to all vehicles on or about any Lot:

(1) No trailer of any type, camper, mobile home, motor home, recreational vehicle, bus, truck (other than a sports utility vehicle, two-axle truck with no more than four tires or van of one (1) ton or less load carrying capacity), boat, jet ski, or similar vehicle or equipment may be parked, stored (except when located completely inside the garage of a Lot), or permitted to remain on the Property or any Lot(s), including any driveway, except as may be permitted in the rules of the Association regulating such storage and/or providing for short-term or visitor parkinging;

(2) No commercial vehicle, van, truck, or trailer, including (without limitation) any vehicle, van, truck, or trailer, that has or displays any equipment, snowplows or snowplow hitches, signs, commercial license plates, logos, or markings of a commercial nature of any kind may be parked, stored, or temporarily kept on any driveway, driveway apron, or parking pad within the Property except during normal business hours in conjunction with deliveries to the Property or a Lot, or during the time(s) work is conducted for the Owner(s) of a Lot respecting maintenance, repair, reconstruction, improvement, or replacement of a Dwelling owned by such Owner(s), or when present temporarily to service existing improvements or to be used in connection with the construction of new improvements of a Dwelling or other part of the Property or a Lot, *provided*, however, that no such vehicle, van, truck, or trailer may remain overnight on any Lot within the Property, and further provided, however, that the foregoing prohibitions and restrictions shall not apply to the Association in performance of or in conjunction with work associated with maintenance, repair, replacement, or operation of any part of the Property and/or the Common Elements, and further provided, however, that the Owner of a Dwelling nevertheless may temporarily park a commercial vehicle, van, or truck that he or she or his or her employer owns or leases on the driveway of such Owner's Lot as long as such vehicle, van, or truck does not remain on such driveway overnight;

(3) All vehicles on the Property shall be kept in a state of good and clean repair and operating condition as reasonably determined from time to time by the Board of Directors; junk vehicles, excessively noisy, polluting vehicles, covered vehicles, inoperable vehicles, vehicles on blocks, and equipment or accessories of any kind shall not be operated or stored any

time anywhere on the Property on any Lot except in the garage of a Dwelling; and

(4) Vehicle repair work or maintenance is prohibited anywhere within the boundaries of the Property unless the work or maintenance of the vehicle is performed entirely within a garage or on the driveway of the Lot of the owner(s) of the vehicle undergoing repair or maintenance for a finite period of time not exceeding eight (8) hours in any one calendar day,

(5) and all such work shall be limited to a single vehicle owned by the Owner(s) or the Occupants of the Dwelling where such repair or maintenance work is performed.

(dd) **Wildlife.** Feeding of wildlife within the Property, including (without limitation) any ~~waterfowl~~, fish in the lake, pond, or stream if any, is prohibited, provided, however, that this prohibition shall not apply to the feeding of birds from a bird feeder located on a Lot.

(ee) **Use of Association's Name.** Except as authorized by the Board, no Owner or Occupant of any Dwelling may use the name "Lake of the Woods Homeowners Association, Inc.," or any derivative using "Lake of the Woods," in any web-site domain name, web address, URL, or social media address, including (without limitation) Meta (f/k/a Facebook). No Owner or Occupant may use the name "Lake of the Woods Homeowners Association, Inc.," or any derivative using "Lake of the Woods," in any printed, electronic, or promotional material without the Board's prior written consent. However, Owners may use the name "Lake of the Woods" and "Lake of the Woods Homeowners Association, Inc." in printed, electronic, and promotional material where the words are used solely to specify that a Lot is located within Lake of the Woods subdivision and/or subject to the provisions of the Declaration, the Bylaws, and/or the rules of the Association.

(ff) **Applicability.** Each of the foregoing restrictions shall apply to all Owners, Occupants, and Persons who, from time to time, occupy, reside, or shall be in possession of any part of the Property, including any Lot, and to any other Person(s) lawfully or unlawfully upon any part of the Property or any Lot, and not to the Association, as the Board so determines. No Owner may cause or permit to exist a violation of the foregoing restrictions by himself, ~~or~~ herself, or itself or by any of the Occupants, employees, agents, guests, licensees, or invitees of a Lot, or any other Person(s) claiming any rights or privileges by, through, or under any Owner(s) or by virtue of their occupancy of any Dwelling on any Lot.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. In General. No exterior improvement, addition, building, or structure may be commenced, erected, or placed or replaced within the Property, including any Lot or Dwelling, nor shall any exterior addition to (or change or alteration of) any existing improvement be made until the plans and specifications showing the nature, kind, shape, height, colors, materials, and location have been submitted by written application to and approved by the Board of Directors or the Architectural Review Board. Each such application shall be signed by each Owner of the Lot reference in such application. If the applicant(s) consent to receiving notices from the Board respecting such application and its disposition, the application may be submitted electronically. If the Association is professionally managed, any such application shall be delivered to the Association manager's office, but otherwise shall be delivered to the Secretary of the Association. Each decision on an application shall be communicated to the applicant(s) in writing as being (a) in conformity with the plan, compliant with the provisions of the Declaration, ~~consistent with the Community Standard,~~ and in harmony with the external design and location in relation to surrounding structures, topography, and the built realm, or (b) not in conformity with such provisions and standards, or (c) approved as modified upon such terms and conditions as shall be specified in such decision. If the Association is professionally managed, submissions to the Board shall be sent to the community association manager's office. Nothing in this section shall be construed to require any Owner(s) to secure approval for the replacement of any door, window, deck, fence, mailbox, or roof unless such work would result in a different color scheme for the Dwelling or other improvement(s) of the Lot or would require relocation, an enlargement, any reduction in size, or elimination of any such element as compared with the established improvements of the Lot.

Section 2. Board Approval Process and Reconsideration. All The decisions of the Board with respect to matters coming before it upon application(s) made under Section 1 of this Article V ~~wi~~shall be final and binding. If the Board ~~fails~~ to approve or disapprove any such application proposed improvement within 30 days after complete plans and specifications shall have been submitted, the application for ~~Board~~ approval shall be deemed to have been denied. In its sole discretion, the Board may seek ~~an~~ the consent of the applicant(s) consent to enlarge the period allowed to consider review proposed architectural, construction, and other matters relating to proposed improvements of a Lot (or may grant a request made by the applicant(s) for such an enlargement of such review period) on such terms and conditions as the Board and the applicant(s) may establish. Before challenging any decision of the Board by means of a court action, the applicant(s) first shall seek reconsideration of such decision by application to the Board of Directors made within 30 days of the date such decision is served on the applicant(s), but if the Board shall not have acted on such application for reconsideration within 60 days of the date it was

submitted (or by any extension of such deadline by mutual agreement), the decision of the Board shall be deemed to have been reaffirmed. All applications for reconsideration under this Section 2 shall be submitted in the same manner as original applications submitted under Section 1 of this Article V.

Section 3. Plans. The Board may promulgate rules governing the form and content of submitted plans, may amend and modify those rules, and may issue statements of policy regarding the application and plan approval processes. All plans and specifications submitted ~~to the~~ by any applicant(s) ~~Board will~~ shall contain all information required by the Board. By way of example and not by way of limitation, ~~the Board has the right to deny or reject~~ any application for approval of plans and specifications submitted to it may be denied or rejected because of any of the following:

- (a) failure of the proposed improvement or plans and specifications to comply with the Declaration ~~or constitution a compromise of the Community Standard;~~
- (b) failure to include such information in the plans and specifications as may be reasonably requested;
- (c) objection to the design, size, appearance, color, color scheme, or materials of any proposed improvement;
- (d) incompatibility of any proposed improvement or use with existing structures or uses on the Lot for which application has been made and/or upon other Lots or land within the vicinity of the proposed improvement;
- (e) objection to the location of any proposed improvement with reference to any other Lot(s) or the Common Element(s);
- (f) objection to the grading plan for any lands;
- (g) objection to elements of the landscape design and/or the scale of such design; or
- (h) objection to the finish, proportions, style of architecture, height, bulk, or appropriateness of any proposed improvement.

Section 4. Plan Approval, Conditional Approval, or Disapproval/Rejection. Upon approval ~~by the Board~~ of any application respecting plans and specifications submitted ~~to it, a two (2) copies~~ of the plans and specifications may be required to be deposited, at the sole expense of the applicant(s), as part of the Association's permanent record as a condition of approval or conditional approval and a copy of the plans and specifications bearing approval, in writing, thereupon shall be returned to the applicant(s). In

any case where ~~the Board denies or rejects~~ any plans and specifications are disapproved or rejected or conditionally approved ~~plans~~ only as modified or specified, the disapproval, rejection, or conditional approval shall be accompanied by a written statement of the grounds upon which the denial, rejection, or conditional approval was based.

Section 5. Enforcement. Improvements that are altered, erected, placed, or maintained within the Property other than in accordance with approved plans and specifications shall be deemed to be undertaken and existing in violation of the Declaration. After notice from the Board, any violation shall be removed, the non-compliant use shall be terminated, and the Lot(s) at issue shall be restored to extinguish any vestige or remnants of the violation.

(a) If the Owner(s) of a Lot shall not have removed or terminated the violation of the obligations established by this Article V after 60 days written notice of such obligations was delivered by or on behalf of the Board to the Owner(s) of such non-compliant Lot, the Association has the right, through its agents and employees, to enter upon the Lot and to take any steps reasonably necessary to extinguish the violation. Any costs incurred by the Association to remove or terminate or correct the violation shall be assessed to the Owner(s) of the non-compliant Lot(s). ~~The Such~~ Owner(s) shall reimburse the Association for all expenses incurred in the removal, termination, or correction of the violation within ten (10) days ~~from of~~ the date the invoice is delivered to the Lot(s) at issue. The amount assessed to ~~the such~~ Owner(s) shall constitute a binding, personal obligation of the Owner(s) and a lien may be filed against the Lot(s) at issue as provided herein and/or applicable law. All costs incurred by or for the Association hereunder shall be incorporated into an enforcement assessment against such Lot.

(b) After notice to the Owner(s) is completed, any agent of the Association or the Board may, at reasonable times, enter upon and inspect any Lot, Dwelling, or other improvements to determine whether the maintenance, construction, or alteration thereof are in compliance with the Declaration and/or rules of the Association. Neither the Board nor any employee(s), contractor(s), or agent(s) of the Board shall be deemed to have committed a trespass or other wrongful act by reason of entering and/or inspecting any Lot for such purposes.

ARTICLE VI

ASSOCIATION RESPONSIBILITIES

Section 1. Management. The Association shall provide for the management of and supervision for the operation of the Common Elements and any other portions of the Property the Association is to maintain. The Association shall establish and maintain rules, policies, programs, and procedures to implement the Declaration for the purposes

intended and for the benefit of the Owners and may (but is not required to) adopt rules, engage employees, contractors, and agents, and delegate all or any portion of its authority and responsibilities to a manager, managing agent, or management company.

Section 2. Maintenance. The Association shall reasonably maintain, repair, and replace the Common Elements and other property owned by the Association in a clean, safe, neat, healthy, and workable condition, maintaining the same in good repair, and ~~wi~~shall promptly make all necessary repairs and replacements, structural and nonstructural, ordinary and extraordinary, subject to the provisions of the Declaration, including:

(a) **Entrances.** Any entrance areas, including all signage, associated landscaping, hardscaping, lights or lighting system, and irrigation, if any; and

(b) **Lakes, Ponds and Streams.** Dredging the lakes and ponds (storm water retention areas) within the Property as the Board may determine to be reasonably necessary or as may be required by the City, Summit County, or other governmental agency, including (without limitation) periodic sediment removal ~~and water treatment if any, subject to and as many be conditioned or limited by the Storm Water Management Plan;~~ and

(c) **Common Utilities.** The Association shall maintain common utility facilities and pay all charges for water, gas, sewer, electricity, light, heat, power, telephone, security, and any other services used, rented, or supplied to or in connection with the Common Elements or any other real property owned by the Association.

Section 3. Exceptions and Limitations to Association Maintenance. Lot Owners shall repair and replace any portion of a Lot, Dwelling, or the Common Elements required to be made by the Association to the extent rendered necessary as the result of the acts or negligence of ~~the an~~ Owner of a Lot or an Occupant of a Dwelling or any of their respective agents, employees, guests, or contractors.

Section 4. Interpretation of Maintenance Obligation. Any conflict between the maintenance provisions of this Article VI and any other provision of the Declaration, the Bylaws, and/or the Storm Water Management Plan must be interpreted in favor of the maintenance obligations, limitations, and restrictions set forth in the Declaration. In the event of any uncertainty or good faith dispute as to whether the Association or an individual Owner is responsible for the maintenance, repair, or replacement of a given area of the Property, the Board's determination, exercised in good faith, as to whether any particular maintenance, repair, or replacement work to be ordered is the responsibility of the Association or any individual Owner(s), or is to be apportioned between or among the Association and any individual Owner(s), is final.

Section 5. Right of Entry for Maintenance. The Association has a right of access to, ~~in~~, and through each Lot and may therefore enter any Lot as necessary to inspect, provide, perform, and complete any maintenance, repair, or replacement for which the Association is responsible as set forth in the Declaration and provided by order of the Board.

Section 6. Taxes and Assessments. The Association shall pay all taxes and assessments levied by any taxing authority against the Common Elements and any other real or personal property that the Association may own, including personal property taxes, general real estate taxes, and assessments by any applicable public authority.

ARTICLE VII

OWNER RESPONSIBILITIES

Section 1. Covenant of Good Maintenance. At their expense, Owners shall keep and maintain their Lots, including all grading, drainage, sump pumps, and the entirety of their Dwellings, and all improvements (including patios, sidewalks, decks and driveway, all appurtenances, outbuildings, and other structures) in a state of good working order, condition, and repair and in a manner that reflects reasonable expectations or standards ~~for the Community Standard of~~ safety, cleanliness, good repair, neatness, and attractiveness from neighboring Lot sight lines and from the street, in a sanitary condition, and in conformity with all laws, ordinances, and regulations. All replacements must be of the same (or better) specification, quality, kind, and type as the item being replaced. Each Owner must keep the exterior and interior of ~~his or her~~ his, her, or its Lot or Dwelling and any adjacent Common Elements free from debris, rubbish, rubble, and other unsafe or unsightly conditions. The “Covenant of Good Maintenance” of Lots and dwellings includes maintenance, repair, and replacement of:

(a) all portions of an Owner’s Lot, Dwelling, and all installations located within or outside the Dwelling and Lot, but serving only such Dwelling, including (without limitation) heating, plumbing, electrical, water, and air-conditioning fixtures and/or installations, and any utility service facilities located within the boundaries of the Lot or within or upon the Common Elements, but serving only such Owner’s Lot or Dwelling;

(b) the Dwelling exterior and the Lot, including all doors, the garage door, windows, skylights, glass, and the hardware servicing such elements, all exterior lighting fixtures and light bulbs, gutters, the roof, the foundation, driveways, mailboxes, sidewalks, patios, decks, and balconies;

(c) any improvement to the Lot, including landscaping, planting beds, and hardscaping;

(d) all individual utility meters, lines, ducts, wires, pipes, and conduits serving the Dwelling and/or Lot;

(e) any address numbers affixed to the mailboxes or Dwelling (if any) in accordance with the guidelines set forth by the Board and the requirements of the City and/or Summit County;

(f) all front porches, decks, and patios and all related components including stoops and steps, railings and posts exclusively serving a Dwelling or Lot;

(g) all front, back, and side yards in a manner consistent with the prevailing landscaping features, Lot lines, and topography of the Lot; and

(h) all lawns, mowing them periodically, as necessary, to keep blades of grass ~~(or weeds)~~ and weeds from growing higher than five (5) inches.

All of the work required above must be executed promptly, properly, and in a good working manner, using material of equivalent or better quality than those originally installed and in accordance with any Board specifications or rules.

Owner(s) ~~will~~ shall pay all taxes and public assessments, respectively, on ~~the each~~ Lot(s) owned.

Owner(s) furthermore shall pay all charges for water, gas, sewer, electricity, light, heat, power, telephone, communication, and other utilities and services rendered or supplied to or in connection with the Dwelling or Lot and shall maintain, repair, and replace all individual utility meters, lines, ducts, wires, pipes, and conduits serving ~~the each~~ Dwelling or Lot owned.

Unless maintained by a governmental, municipal, or other utility ~~entity~~, the Owner(s) must maintain, repair, and replace all storm water drainage ways, ducts, pipes, and/or conduits located on each Lot titled to him, her, or it, or them, even though the storm water drainage ways, ducts, pipes, and conduits may serve multiple Dwellings or Lots. If any storm water drainage ways, ducts, pipes, and/or conduits are located on a Lot, but also serve another Lot, the Owner(s) of each such Lot must keep the storm water drainage ways, ducts, pipes, and/or conduits maintained, clean, and clear and free of debris, including yard debris, grass clippings, and the unnatural accumulation of leaves, to enable the free flow of storm water between Lots as originally designed.

Section 2. Owner's Breach of Covenant of Good Maintenance.

(a) The Board shall notify each Owner in writing of any reasonable need for maintenance or repair, or of a failure to comply with the "Covenant of Good Maintenance" (e.g., good working order, condition, and repair, safety, cleanliness,

neatness, and attractiveness). Within 30 days of the date of written notice (or within five (5) days in the event of a notice respecting the height of the blades of grass and/or the proliferation of weeds~~(or weeds???)~~ on a Lot):

(1) The Owner(s) shall request a hearing to object to the alleged reasonable need or failure to comply, or

(2) The Owner(s) shall complete or diligently proceed to complete the maintenance or repair as determined by the Board.

(b) Upon prior written notice to the Owner(s) of a Lot, the Association has the right to undertake or perform maintenance or repair on behalf of the Owner if the Owner fails to comply with Section 2(a)~~(a)~~, above.

(c) Prior written notice of the Association's maintenance or repair on behalf of the Owner(s) ~~is shall~~ not ~~be~~ required if the lack of maintenance or repair results from, is related to, or may cause an emergency condition, presents a clear and imminent danger to the health and safety of the community or Members or Occupants, or is an ongoing, continuing, or recurring situation.

(d) The Board shall provide a written statement or invoice to the Owner(s) of a Lot for any charges the Association incurs for ~~that a~~ Dwelling or Lot ~~that is related to the~~ respecting maintenance, repair, or any act it undertakes arising out of, connected with, or related to this Section 2, including legal fees attorney and paralegal fees and costs. The Owner(s) shall reimburse the Association for all charges on ~~the such statement or~~ invoice within 30 days from the ~~invoice~~ date thereof. Failure to honor such invoice ~~will~~ shall authorize the Board to cause a lien to be entered upon the chain of title to the Lot(s) at issue and to levy an enforcement assessment against the Lot.

Section 3. Negligence of Owner and Remedies for Failure to Maintain. Each Owner shall make, at ~~his or her~~ his, her, or its sole expense, all repairs and replacements to any other Lot or the Common Elements that is required because of the acts or negligence of the Owner(s), any Occupant(s) of Dwellings located on the Lot(s) of such Owner(s), or any of their respective tenants, licensees, employees, invitees, agents, contractors, or guests. Notwithstanding the foregoing obligation of the Owner(s) of a Lot, the Association may, but is not obligated to, repair and replace the property damaged or destroyed by reason of the act or neglect of an Owner, an Occupant, or any of their respective tenants, licensees, employees invitees, agents, ~~employees~~ contractors, licensees, or guests, and may charge and collect from such Owner(s) and/or Occupant(s) the cost and expense paid or incurred in making any such repair or replacement. If ~~the any such~~ repair or replacement is made by the Association, the cost and expense may be levied against the Lot as an enforcement assessment and shall ~~be~~ constitute a lien against the Lot of the Owner(s) thereof and the Association may assert and collect the amount due thereunder in the same

manner as the Association may assert and collect a lien against a Lot for nonpayment of Assessments. The right of the Association to assert and collect upon a lien under this Section 3 is not exclusive, but rather is in addition to all other rights and remedies available to the Association in the Declaration and the Bylaws, in law, and in equity for recovery of the cost and expense so incurred and in seeking other redress.

Section 4. Non-Disturbance. Each Owner must discharge ~~his or her~~ his, her, or its responsibilities under this Article VII in a manner that ~~will~~ shall not unreasonably disturb any other Person(s) residing within any other Dwelling.

Section 5. Compliance. Each Owner must faithfully and promptly pay all charges and Assessments made against ~~the~~ such Owner or his, ~~or her,~~ its, or their Lot in accordance with the Declaration and the Bylaws and must observe, fulfill, and perform all of the covenants, restrictions, and all other obligations of an Owner as set forth in (or intended by) the Declaration, the Bylaws, and the rules of the Association, whether accruing or imposed in this Article VII, under Chapter 5312, or in any other provision(s) of the Declaration, the Bylaws, or any order or resolution of the Board.

ARTICLE VIII

ASSESSMENTS AND LIEN OF THE ASSOCIATION

Section 1. In General. As provided in the Original Declaration upon creation and filing the same, each Owner of each Lot within the Property covenanted and subsequently accepted upon conveyance of a deed to his, ~~or her,~~ its, or their Lot, whether or not expressly stated in any the deed of conveyance, to become a member of the Association and to pay ~~to~~ all Annual Assessments for the Common Elements (including, without limitation, such expenses as the Board of Directors may elect to ~~engage~~ approve under Section 2(b) of Article VI hereof), together with the Association's right to increase or decrease the amount of the Annual Assessments and to collect the Assessments same so long as the such Annual Assessments ~~levied by the Association~~ are not decreased to an amount lower than \$50.00 per year per Lot. - Unless otherwise stated in the Declaration, Assessments or as part of the conditions applicable to any Special Assessment(s), all Assessments shall be levied pro rata in equal amounts among the Owners and their respective Lots ~~that have a Dwelling located on said Lot.~~ The Board of Directors shall determine ~~the~~ all Assessments and shall charge cause allocations to be prorated among the Owners, provided, however, that notwithstanding any action of the Board of Directors to fix such amount(s) for any given calendar year, the Members may increase or decrease the Annual Assessment at the annual meeting (or at a special meeting of the Members called for such purpose) by a resolution approved by the affirmative vote of the Lots representing a majority of the Association's total voting power, and further provided, however, that the Annual Assessment shall never be reduced to less than \$50.00 per Lot per year absent amendment of this Amended and Restated Declaration, and further provided, however, that

unless the Board notifies the Owners by the first day of January of any given calendar year of an increase or decrease in the Annual Assessment for Common Expenses as compared with the previous year, the Board shall collect from the Owners the same amount in the Annual Assessment for Common Expenses as was fixed by the Board for such previous year, and *further provided*, however, that no Board resolution may increase an Annual Assessment by an amount greater than 20 percent (20%) of the Annual Assessment charged in the immediately preceding calendar year absent approval of a majority of the Lots representing the total voting power of the Association casting ballots at an annual meeting or a special meeting of the Members called for such purpose or by the written consent of two-thirds of the Lots given in lieu of a meeting. Each Owner must pay his or her proportionate share of the Common Expenses thereby established as well as any other Assessments levied against his, her, or its Lot in the manner and at the times as are provided for in the Declaration, the Bylaws, the policies, procedures, or rules of the Association established by the Board, or otherwise as the Board of Directors may determine.

Section 2. Obligation to Pay Assessments. Each Owner must pay his, her, or its proportionate share of the Annual Assessments for Common Expenses thereby established as well as any Special Assessments levied against his, her, its, or their Lot in the manner and at the times as are provided for in the Declaration, the Bylaws, and/or the policies, procedures, or rules of the Association established by the Board, or otherwise as the Board of Directors may determine. The obligation to pay all Assessments is an independent covenant and is a charge on the Lot and shall constitute a continuing lien upon the Lot against which each Assessment is made until paid in full. No Owner of a Lot may exempt himself, herself, or itself from liability for Assessments by waiver of the use or enjoyment of any of the Common Elements that the Association owns or operates, by abandonment or destruction of a Dwelling constructed on a Lot, or for any other reason. Regardless of any effort or action of an Owner to the contrary, the Association ~~will~~shall credit any and all payments made by an Owner for all Assessments levied against the Owner in the order set forth in Section 3, below.

Section 3. Failure to Pay Assessments When Due.

(a) Any Annual Assessment not paid in full on or before the 31st day of January of the current fiscal year of the Association is subject to a monthly administrative late charge established by the Board and may, as the Board may so determine, also bear interest charged on the unpaid portion of such Annual Assessment at the highest statutory judgment interest rate that may be charged to an individual from the date such Assessment or charge first comes due until the same is paid in full.

(b) Each Special Assessment not paid in full or in specified installments on or before each deadline established by the Board for payment of the same day is subject to a monthly administrative late charge established by the Board and may, as the Board may so determine, also bear interest charged on the unpaid portion

of such Special Assessment at the highest statutory judgment interest rate that may be charged to an individual from the date such Assessment or charge first comes due until the same is paid in full.

(c) Each delinquent Owner is also liable for any and all costs the Association incurs in connection with the collection of delinquent Assessments from him, her, or it, including reasonable attorneys' fees, lien perfection fees and costs, recording costs, title reports, court costs, paralegal fees, and other related fees, expenses, and charges that are added to the amount(s) payable hereunder.

(d) The Association may, but is not obligated to, accept any partial payment on an Owner's account. If the Association accepts a payment that is less than payment in full, the Association shall credit the partial payment in the following order of priority:

- (1) to interest owed to the Association; then
- (2) to administrative late fees owed to the Association; then
- (3) to collection costs, ~~attorneys' fees~~ attorney and paralegal, and ~~paralegal~~ fees the Association incurs; and, finally,
- (4) to the principal amounts owed by the Owner(s) to the Association, in the aggregate, for the Annual Assessment(s), Special Assessment(s) Common Expenses, and enforcement assessments chargeable against the Lot, and/or any other Assessments or charges due and payable hereunder.

Section 4. Lien of Association. The Association has a continuing lien upon each Lot ~~owned by the Owner(s) thereof~~ to secure its interest for the payment of the portion of any Assessment(s) chargeable against ~~the Lot that~~ when such obligation(s) shall have remained unpaid for 30 days after the same shall have become due and payable, together with the other amounts provided for in the Declaration, from the time, as confirmed by a certificate, subscribed by the President, the Treasurer, or any other designated representative of the Association as is permitted by Ohio law, ~~is and~~ filed with the Recorder's Division of the Summit County Fiscal Office in accordance with the Board's authorization. Such certificate may be recorded in the chain of title to a Lot before or after title to such Lot is transferred by the delinquent Owner(s) to any other person(s) or entity and the lien thereupon shall operate against the interests of each such transferee(s) in such Lot. The certificate shall contain a description of the Lot, the name(s) of the record Owner(s), the principal amount of the unpaid portion of the Assessment(s), and any other amounts due. The lien shall remain continuing upon the Lot and shall and also act to automatically secure and include all Assessments that become due and payable after the certificate is

filed until the claim of lien is satisfied. ~~The~~ Any such lien shall remain valid for a period of five (5) years from the time of filing 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 in an action brought to discharge the lien in accordance with the Declaration or federal or sState law or unless revived by operation of Ohio law. In addition, each Owner is personally liable, jointly and severally, for all Assessments chargeable to his, her, or its Lot for the period of Lot ownership. The existence of a mortgage, lien, or other encumbrance and of a condition, possibility of reverter, or the like, shall not serve as a defense of title under the preceding sentence of this Section 4.

Section 5. Priority of Association's Lien. The lien provided for above takes priority over any lien or encumbrance subsequently arising or created except for (a) liens for real estate taxes and assessments of political subdivisions and (b) liens of *bona fide* first mortgages filed for record. However, with respect to any *bona fide* first mortgage on a Lot that is filed for record after the date of this Amended and Restated Declaration, an amount equal to the lesser of the amount of the delinquency or six (6) months of Assessments for Common Expenses levied against the Lot, based on the budget adopted by the Board of Directors for the year in which the foreclosure action against the Lot is commenced, plus the Association's reasonable ~~attorneys' fees~~ attorney and paralegal fees, costs, and expenses related to the foreclosure, is prior to any lien or encumbrance arising or created by the *bona fide* first mortgage. The lien provided for above may be foreclosed in the same manner as a mortgage on real property in an action brought by or on behalf of the Association after authorization from the Board. In a foreclosure action, the Owner(s) of the Lot ~~affected at issue~~ shall be required to pay a reasonable rental for the Dwelling during the pendency of the action in addition to any Assessments otherwise chargeable against the Lot, and the Association in the action shall be entitled to the appointment of a receiver to collect the same. At any foreclosure sale, the Association, or its agent or nominee, shall be entitled to bid and acquire the Lot.

Section 6. Dispute as to Common Expenses. Any Owner who believes that any Assessment the Association levied ~~s~~ against his, her, or its Lot for which the Association has filed a certificate of lien has been improperly determined shall have standing to bring an action in the Court of Common Pleas for Summit County, Ohio, for discharge of all or any portion of the lien, but the lien shall continue until the amount of the lien so determined is paid in full. The Association may counterclaim in the action of such Owner(s) for foreclosure of the amount of the lien found to be due and for the reimbursement of all attorney and paralegal fees and other expenses reasonably incurred in enforcing its rights and interests in such lien, defending the action initiated by such Owner(s), and successfully prosecuting a counterclaim in such action, plus taxation of all costs of such action against the such Owner(s).

Section 7. Non-Liability of Foreclosure Sale Purchaser. When a *bona fide* first mortgagee or other purchaser acquires title to a Lot as a result of foreclosure of the first

mortgage or acceptance of a deed in lieu of foreclosure, neither the mortgagee ~~nor~~ purchaser, nor any of their respective successors and ~~or~~ assigns or future grantees of said Lot, shall be liable for the Assessments levied against the Owner(s) of the Lot prior to acquisition of title to the same whether or not a lien was filed in accordance with Section 5, above, unless the share is secured by a lien for Assessments recorded prior to the recording of the foreclosed mortgage. Any funds received on the judicial sale of the Lot in excess of the first mortgage lien, the court costs, and the real estate taxes, must, however, to the extent otherwise permitted under the laws of the State of Ohio, be applied next to satisfy the Association's lien for Assessments. The Owner(s) of a Lot shall remain personally and primarily liable, jointly and severally, for the Assessments accruing against the Lot prior to the date of the judicial sale as provided in the Declaration, *provided*, however, that any unpaid share of Assessments shall constitute Common Expenses collectible from all of the Owners of the Lot at issue, including the ~~acquirer~~ person or entity acquiring of the foreclosed Lot and each of their respective successors or assigns at the time of the first Assessment or Assessment installment next following the acquisition of title by the mortgagee or its successor(s) or assign(s).

Section 8. Liability for Assessments Upon Voluntary Conveyance. Except as set forth above, the grantee(s) of the ownership interest(s) in a Lot shall be jointly and severally liable with the grantor(s) for the amount of all unpaid Assessments, whether or not a lien has been perfected, without prejudice to the right of the grantee(s) to recover from the grantor(s) the amounts paid by the grantee(s) therefor. A mortgagee other than a first institutional mortgagee, a purchaser at a foreclosure sale of a mortgage other than a first mortgage to an institutional mortgagee, and/or their respective successors and assigns, a devisee of an ownership interest, or the transferee(s) of an ownership interest pursuant to the Statute of Descent and Distribution shall be deemed to have obtained said Lot through a voluntary conveyance for purposes of the Declaration.

ARTICLE IX

INSURANCE

Section 1. Scope of Insurance Coverage.

(a) **Owners.** Each Owner must obtain and maintain property insurance in full force and effect on ~~his or her~~ his, her, or its Lot, any Dwelling constructed on such Lot, and all improvements, installations, utilities, and fixtures attached or appurtenant to and serving only the Dwelling and Lot.

(b) **Association.** The Association must obtain and maintain property insurance on all insurable improvements comprising the Common Elements.

Section 2. Risks to be Insured and Amount Thereof. All property insurance policies obtained by the Association and each Owner, as required by Section 1, above, must protect against loss or damage by fire and other hazards now or after embraced by an “all-risk” or special form policy as well as all other perils that are customarily covered by similarly constructed and situated developments in Summit County, Ohio, in an amount sufficient to cover 100 percent (100%), less a reasonable deductible, of the replacement cost of any repair or reconstruction in the event of damage or destruction from any the casualty (excluding excavation and foundation costs and other items normally excluded from the coverage). The term “replacement cost” means the cost needed to repair or reconstruct the damaged item to the condition it was in just before the insured damage was sustained.

Section 3. Damage and Destruction.

(a) **Responsibility for Repair.** Notwithstanding anything to the contrary in the Declaration, if any Dwelling is damaged or destroyed by any event or loss covered by the standard “all-risk” or special form endorsement, regardless of the deductible amount, the Owner(s) of the Dwelling must promptly cause such damage to be repaired or restored at the sole expense of such Owner(s). All insurance proceeds received from the Association’s casualty insurance and/or any Owner’s casualty insurance must be used and applied, first, to the repair and restoration of any part of the Property damaged by the casualty for which the proceeds are paid before being applied to repair and restore the Lot of such Owner(s) or any Dwelling located on such Lot. If the Owner(s) shall fail to commence required repairs or replacements or if the Owner(s) should fail to complete all the repairs and replacements diligently and within a reasonable time after such work is commenced, all as determined by the Board of Directors, the Association has the right, but not the obligation, upon written notice to the Owner(s) obligated to make such repairs and replacements, to commence or complete the repairs and replacements to the Dwelling’s exterior, and the Owner(s) shall remain solely responsible for any and all costs or expenses not covered by the insurance proceeds received to be charged as an Assessment against the Dwelling, including (without limitation) reimbursement of the Association for all ~~attorneys’ fees~~ attorney and paralegal fees and expenses reasonably incurred in protecting and/or enforcing the Association’s interests under this Section 3(a) and/or Section 3(b), below.

(b) **Common Elements Repairs.** Repair and restoration of damage or destruction to the Common Elements must be made substantially to the same or better condition of the areas as they existed immediately prior to the damage, *provided*, however, that the Board of Directors may permit the use of the new or alternative materials as the Board of Directors reasonably determines are in the Association’s best interest and shall require the Owner(s) liable to the Association for any such damage to reimburse the Association for all costs incurred by or for the Association in completing such repair or restoration work.

Section 4. Waiver of Subrogation. Each Owner and Occupant of a Dwelling, as a condition of accepting title and possession, or either one, of a Lot, agrees with the Association that in the event any part(s) of the Property or the fixtures or personal property of anyone located in or on the Property shall be damaged or destroyed by fire or other casualty that is covered by insurance of any Owner, Occupant, or the Association, or the lessees or licensees of them or any of them, as provided for in this Article IX, the rights of recovery and subrogation, if any, of any party or his, her, or its insurance company, against the other, or against the employees, agents, licensees, invitees, or assignees of any party with respect to such damage or destruction and with respect to any loss resulting therefrom are waived to the extent of the insurance proceeds actually recovered.

Section 5. Public Liability Insurance. The Association must insure itself, all Owners, Members, and their respective immediate family members, and other Persons residing with them within the boundaries of the Property, their respective tenants and licensees, and all Persons lawfully in possession or control of any part of the Property against liability for bodily injury, disease, illness, or death and for injury to or destruction of property occurring upon, in, or about (or arising out of or relating to) the Common Elements. The insurance policy or policies ~~will~~shall afford protection to a limit of not less than One Million and No/100 Dollars (\$1,000,000.00) in respect to bodily injury, disease, illness, or death suffered by any one Person, to the limit of not less than One Million and No/100 Dollars (\$1,000,000.00) in respect to any one occurrence, and to the limit of not less than One Million and No/100 Dollars (\$1,000,000.00) in respect to damage to or destruction of property arising out of any one accident or occurrence, *provided*, however, that the Board of Directors, from time to time, may authorize that placement of insurance offering such higher or lower limits as may be regarded as prudent upon an analysis of the risks of loss to which the Association may be subjected. The insurance must contain a "severability of interest" endorsement that shall preclude the insurer from denying the claim of an Owner or Occupant because of negligent acts of the Association, the Board of Directors, and/or other Owners or Occupants. The policy described in this Section 5 shall not insure against liability for personal injury or property damage arising out of or relating to individual Dwellings or Lots.

Section 6. Fidelity Insurance or Bonding. The Board may maintain blanket fidelity, crime, or dishonesty insurance coverage for any Person who controls or disburses Association funds. As used in this Section 6, "Person who controls or disburses Association funds" means any individual with authority or access to sign checks, conduct electronic transfers, or otherwise withdraw funds from any Association account or deposit, including the following:

- (a) A management company's principals and employees;
- (b) A bookkeeper;

(c) The President, the Vice President, Secretary, any Assistant Secretary, Treasurer, any Assistant Treasurer, and any other board member or employee of the Association.

All of the following apply to the insurance or bonding coverage required under this Section 6:

(1) Coverage shall be for the maximum amount of funds that shall be in the custody of the Association or its designated agent at any one time, plus three (3) months of budgeted operating expenses;

(2) The insurance or bonding shall cover the Property for the sole benefit of the Association and shall protect against theft, embezzlement, misappropriation, or any other unauthorized taking or loss of Association funds;

(3) The policy shall include in its definition of "employee" the manager and the managing agent of the Association's funds or provide for this inclusion by an endorsement to the policy;

(4) The policy shall name the Association as the insured party and shall include a provision requiring the issuer to provide a ten-day written notice to the President or professional manager of the Association in the event of cancellation or substantial modification of the policy. The President of the Association or the professional manager or managing agent, if any, of the Association shall be the designated agent on the policy; and

(5) If there is a change in the professional manager or the managing agent of the Association, then within ten (10) days of the effective start date, the new professional manager or managing agent shall notify the insurer of the change.

Section 7. Other Association Insurance. The Board of Directors may purchase and maintain contractual liability insurance, workers' compensation insurance, directors' and officers' liability insurance, and such other insurance as the Board of Directors may determine ~~is to be~~ in the Association's best interests.

ARTICLE X

EASEMENTS

Section 1. Encroachments. If, by reason of the construction, reconstruction, repair, settlement, shifting, or other movement of any Dwelling or by reason of the partial or total destruction and rebuilding of any Dwelling, any part of the Common Elements shall encroach upon any part of a Lot or any part of a Dwelling encroaches upon any part

of the Common Elements or another Dwelling or, if by reason of the design or construction of the utility systems any main pipes, electric lines, electric meters, ducts, or conduits serving a Lot shall encroach upon any part of any other Lot, valid easements for the maintenance of the encroachments shall be deemed to have been established. Such easements shall exist for the benefit of the affected Lot(s) and the Common Elements, as the case may be, so long as the encroachments exist, *provided*, however, in no event shall a valid easement for any encroachment be created in favor of any Owner(s) if the encroachment occurred due to the willful conduct of such Owner(s).

Section 2. Accessibility. Each Lot and Dwelling located on a Lot is subject to easements for access arising from necessity of maintenance or operation of the Property. Each Owner shall have the permanent right and easement to and through the Common Elements for ingress and egress to and from ~~his or her~~ his, her, or its Lot or Dwelling and for water, sewer, gas, power, telephone, television, and other utility use now or in the future existing with the Common Elements.

Section 3. Utilities. A five-foot wide easement on the side of each Lot and a ten-foot wide easement at the front and rear of each Lot shall be used for installing, operating, maintaining, and servicing pole lines, cables, and conduits for the Ohio Edison Company, Ohio Bell Telephone Company, the City, any cable television and/or internet service provider company or franchise, Ohio Bell Telephone Company, AT&T, and any other public utility shall be imposed, except however, the exterior boundaries of the subdivision where all such easements shall be ten S-feet in width. The character of the installations and structures that may be constructed, reconstructed, removed, and maintained in, on, and through the easements referenced in this Section 3 shall include all incidental appurtenances, such as guys, conduits, poles, anchors, transformers, sanitary sewers, storm inlets, storm sewers, grass-lines swales, manholes, water main, and the like. In addition, the Board of Directors may grant easements through the Common Elements for utility purposes for the Property's benefit, including, but not limited to, the right to install, lay, maintain, repair, and replace water mains and pipes, sewer lines, gas mains, cable television, television wires and equipment, internet service cables and lines, and electrical conduits and wires under, along, and on any portion of the Common Elements and each Owner grants the Association an irrevocable power of attorney to execute, acknowledge, and record, for and in the name(s) of any of the Owner(s), such instruments as may be necessary to effectuate the foregoing.

Section 4. Applicability. All easements and rights described in the Declaration are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to and for the benefit of (and be binding on) the Association and any Owner(s), purchaser(s), Occupant(s), mortgagee(s), and other Person(s) now or in the future having an interest in any part of the Property.

Section 5. Easements of Enjoyment; Limitations. Every Owner has a right and easement of enjoyment in, over, and upon the Common Elements that are owned by the

Association, and an unrestricted right of access to and from ~~his or her~~ his, her, or its Lot and Dwelling, which rights and easements shall be appurtenant to and pass with the title to a Lot, subject to the right of the Board of Directors to make reasonable rules concerning the use and management of the Common Elements, *provided*, however, that no the rule may limit or prohibit the right of ingress and egress to a Lot or Dwelling. Any Owner may delegate his, her, or its right of enjoyment to the Common Elements and to ingress and egress to the Occupant(s) of a Dwelling located on the Lot of such Owner.

Section 6. Right of Entry for Repair, Maintenance and Restoration. The Association and each of the Association's employees, agents, contractors, and nominees shall have the right of entry and access to, over, upon, and through all the Property, including each Lot, to enable the Association to discharge its obligations, rights, and duties with regard to maintenance, repair, restoration, and/or servicing of any items, things, improvements, or areas of or in the Property. In the event of an emergency, the Association's right of entry and access to a Lot may be exercised without notice, *provided*, however, that in all other circumstances, the Association shall give the Lot's Owner(s) or Occupant(s) not less than 48 hours advance notice prior to entering or accessing a Lot under any other circumstances. Any costs that the Association incurs as a result of an Owner's failure to comply with the terms of the Declaration shall be assessed against the Lot as an enforcement assessment.

Section 7. Easement for Services. Non-exclusive easements are hereby granted to all police, firefighters, ambulance operators, mail carriers, delivery service providers, garbage and trash removal personnel, and all similar persons, to applicable local governmental authorities, and to the Association, but not to the public in general, to enter upon the Property in the performance of their respective duties.

Section 8. Power of Attorney. Each Owner, by acceptance or continued ownership of a deed to a Lot from and after the date this Amended and Restated Declaration is recorded, appoints the President of the Association as his, her, or its attorney-in-fact to execute, deliver, acknowledge, and record for and in such Owner's name such deeds of easement, licenses, permits, and other instruments as may be necessary or desirable, in the sole judgment and discretion of the Board of Directors, or its authorized representative(s), to establish or effectuate the foregoing easements and rights. Such power shall be for the benefit of each and every Owner, the Association, and the Lot(s) and/or Common Elements to which it is applicable, runs with the land, is coupled with interest, and is irrevocable.

Section 9. Existing Easements. The easements and grants provided herein shall not in any way affect any other recorded grant or easement, including those easements granted in or by the Original Declaration, the plat maps for the Subdivision, or any other instrument executed by the Declarant and/or by or on behalf of the Association and recorded with the Recorder's Division of the Summit County Fiscal Office. Failure to refer specifically to any or all of the easements and/or rights described in the Original Declaration or this Amended and Restated Declaration in any deed of conveyance, or in any mortgage or other evidence of obligation, shall not defeat or fail to reserve the rights or easements, but the same shall be deemed conveyed or encumbered, as the case may be, along with the Lot(s).

ARTICLE XI

AMENDMENTS

Section 1. In General. Except as provided for in Chapter 5312 and/or Chapter 1702 of the Ohio Revised Code, this Amended and Restated Declaration may be amended upon filing for record with the Recorder's Division of the Summit County Fiscal Office a document that sets forth the specific item or items to be amended and any new matter or provision to be added ~~to this Amended and Restated Declaration and the Bylaws~~. Prior to recording the amendment document, the Board of Directors must submit the proposed amendment(s) to the Owners for their consideration and consent by regular mail, hand delivery, electronic mail, or other method of delivery provided for or permitted under state law. ~~Owners~~ Members entitled to exercise at least a majority of the Association's total voting power must consent to the amendment either (a) in person or by proxy at a meeting of the Members or (b) by means of a writing (or counterparts of the same writing) delivered or returned to the Association by regular mail, hand delivery, electronic mail, or other method of delivery provided for or permitted under state law to the attention of the Secretary of the Association holding in the aggregate at least a majority of the Association's total voting power, each signed by at least one Owner of a Lot and containing a text of the proposed amendment(s) that is identical to the text found in all counterparts of the form(s) of written consent received by the Secretary. The final amendment document must be signed by two officers of the Association with the same formalities as this instrument and must refer to the instrument number (s) in which this Amended and Restated Declaration and its attached exhibits are recorded. Any amendment shall become effective upon the recording of the amendment in the Recorder's Division of the Summit County Fiscal Office.

Section 2. Board of Directors Amendments. The Board, in its sole discretion and if desired without a vote of the Members, has the right and power to record a special amendment ("Special Amendment") to this Amended and Restated Declaration or the Bylaws at any time, and from time to time, for the following purposes:

(a) To meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, including (without limitation) the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration, and similar institutions;

(b) To meet the requirements of insurance underwriters;

(c) To bring the Amended and Restated Declaration into compliance with the Ohio Planned Community Act (Chapter 5312 of the Ohio Revised Code);

(d) To correct clerical or typographical errors or obvious factual errors in this Amended and Restated Declaration and/or the Bylaws or in any exhibit accompanying either such instrument, whether or not such error qualify for correction under Section 9 of Article XIV hereof;

(e) To designate, by nomination, description, or class, a successor to the Person named to receive service of process for the Association, an act that may be accomplished by filing with the Ohio Secretary of State an appropriate change of statutory agent designation; and

(f) To delete and regard as void any provision(s) within this Amended and Restated Declaration and/or the Bylaws, or any amendment(s) thereof, or in any applicable restriction or covenant, prohibiting or limiting the conveyance, encumbrance, rental, occupancy, or use of the Property, the Common Elements, any Lot(s), or any Dwelling(s) subject to Chapter 5312 on the basis of race, color, creed, national origin, sex, religion, disability, or familial status; and

(g) To permit notices of each Special Amendment to be given to the ~~Owner~~ Members(s), as required or permitted by Chapter 5312 and/or this Amended and Restated Declaration and/or the Bylaws, to be sent by electronic mail and, if returned undeliverable, by regular mail, *provided*, however, that the Association shall have received the prior, written authorization from the ~~Owner~~ Member(s). to receive notices in such fashion.

In furtherance of the foregoing, a power of attorney coupled with an interest is reserved and granted to the Board to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner, as proxy or attorney-in fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and ~~the~~ its acceptance is deemed to be a grant and acknowledgment of, and a consent to the reservation of the power to the Board of Directors, to vote in favor of, make, and record each Special Amendment.

Section 3. Limitations on Owner Challenges. Any ~~Owner~~ Member who claims to be aggrieved by any amendment to this Amended and Restated Declaration or the By-laws or by any Special Amendment may commence a declaratory judgment action against the Association and/or the Board of Directors to declare such amendment(s) to be invalid, *provided*, however, that any such action must be filed in the ~~Summit County~~ Court of Common Pleas of Summit County, Ohio, within one (1) year of the date the challenged amendment(s) shall have been recorded with the Summit County Fiscal Office and, *further provided*, however, that if the Association and/or Board of Directors shall prevail in such action, the ~~Owner~~ Member(s) initiating such action shall be liable for reimbursement of all attorney fees attorney and paralegal fees and expenses reasonably incurred by each prevailing party ~~the defendant(s)~~ in such action and the Association shall levy an enforcement assessment against the Lot(s) of the Member(s) ~~Owner(s)~~ bringing such action. If any member of the Board of Directors is named individually in any such declaratory judgment action, the ~~Memb~~ Owner(s) initiating such action may proceed against such Board member only in his or her representative capacity and not in a personal capacity.

ARTICLE XII

REMEDIES FOR VIOLATIONS

Section 1. Abatement and Enforcement. The violation of any restriction or condition or regulation adopted by the Board of Directors or the breach of any covenant or provision contained in this Amended and Restated Declaration, the Bylaws, or the rules of the Association shall give the Board of Directors, on behalf of the Association, and in addition to the rights hereinafter set forth in the Declaration, the right:

(a) To enter upon or in a Lot (including the exterior of any Dwelling but not its interior) upon which, or as to which, the violation or breach exists and summarily abate, remediate, restore, maintain, and/or remove, at the expense of the Owner(s) of such Lot, any structure, tangible item, improvement, or condition that may exist thereon contrary to the intent and meaning of the provisions of this Amended and Restated Declaration, the Bylaws, or the rules of the Association, and the Association, the Board of Directors, and the agents, employees, contractors, or nominees of the Association shall not be thereby deemed liable or in any manner for trespass;

(b) To enjoin, abate, or remedy by appropriate legal proceedings, at law and/or in equity, the continuance of any breach and/or the abatement of any nuisance;

(c) To effect and to cause the reasonable sanctions, including (but not limited to) the imposition of enforcement assessments, as may be further defined in the rules, payable to the Association, to be levied against any Lot(s) and the

Owner(s) of such Lot(s) after notice and a reasonable opportunity to be heard is provided, and/or to cause enforcement by the police of any municipal ordinance(s) and/or state law, all as may be deemed necessary or proper to secure and compel compliance with this Amended and Restated Declaration, the Bylaws, and/or rules of the Association as well as to deter continued non-compliance.

(d) To promulgate rules to effect and to cause imposition of reasonable sanctions, including (but not limited to) the imposition of a reasonable penalty and/or enforcement assessment, as may be further defined in this Amended and Restated Declaration, the Bylaws, and/or rules of the Association or Chapter 5312, payable to the Association, after notice and a reasonable opportunity to request a hearing is provided (and if so requested, to be actually heard), the removal of personal property from the Common Elements when the continued presence of such property in the Common Elements is a violation or breach of this Amended and Restated Declaration, the Bylaws, and/or rules of the Association, and/or police enforcement of municipal ordinance and/or state law, all as may be deemed necessary or proper to secure and compel compliance with this Amended and Restated Declaration, the Bylaws, and/or the rules of the Association, as well as to deter continued non-compliance; and/or

(e) To suspend the voting privileges of any Owner and his, her, or its proxy in a manner not inconsistent with other provisions of this Amended and Restated Declaration or the Bylaws.

Section 2. Cost of Enforcement; Enforcement Assessments. If any Owner (either by ~~his or her~~ his, her, or its own conduct or by the conduct of any Occupant(s), tenant(s), licensee(s), resident(s), invitee(s) guest(s), contractor(s), or employee(s) of or on his, her, or its Lot) violates any provisions in this Amended and Restated Declaration, the Bylaws, or the rules of the Association, such Owner shall pay to the Association, in addition to any other sums due for the costs of repair, restoration, replacement, and/or removal and any penalty or enforcement assessments, all costs and expenses incurred by the Association in connection with the enforcement of the provision(s) or rule, including (without limitation) reasonable ~~attorneys' fees~~ attorney and paralegal fees and court costs associated with threatening, asserting, and prosecuting a civil action for such purposes. All such costs and expenses shall be charged as an additional Special Assessment in the nature of an "enforcement assessment" against the Lot(s) with respect to which such enforcement efforts were initiated. Such amount(s) shall be due and payable within ten (10) days following notification of the charge(s). The Association, in addition to all other remedies available, shall have the right to place a lien upon the estate or interest of the Owner(s) for all costs and charges provided for in this Section 2 or other provisions of this Amended and Restated Declaration and/or as further explained and set forth in Article VIII hereof.

Section 3. Cure by the Association. If any Owner shall fail to perform any act required by this Amended and Restated Declaration, the Bylaws, or the rules of the

Association, the Board of Directors, may, but shall not be obligated to, undertake to perform such act or cure any violation, and shall charge and collect from such Owner(s) the entire cost and expense, including reasonable ~~attorneys' fees~~ attorney and paralegal fees and expenses, of performing and/or curing incurred by the Association. Any such amount shall be deemed to be an additional Special Assessment in the nature of an "enforcement assessment" against the Lot(s) of the Owner(s) responsible for non-compliance and such amount(s) shall be due and payable within ten (10) days following notification of the charge(s) and the Association may secure a lien in the chain of title to the Lot(s) at issue for the amount in the same manner and to the same extent as if it were a lien for Common Expenses.

Section 4. Suspension of Voting Rights. Subject to the other provisions of this Amended and Restated Declaration and the Bylaws, ~~The~~ Board of Directors ~~has~~ shall have the power, right, and authority to suspend the voting rights of any ~~Member~~ Owner(s) as an additional remedy for any violation(s) of this Amended and Restated Declaration, the Bylaws, and/or the rules of the Association.

ARTICLE XIII

NOTICES AND OTHER ACTIONS AND COMMUNICATIONS

For all notices to be sent to the Association, the Board, or the Owners, the following provisions apply:

Section 1. Service of Notices on the Association and Board. All notices required or permitted under this Amended and Restated Declaration or the Bylaws to be served on the Association or the Board, must be presented in writing and sent either:

(a) by certified U.S. mail, first-class postage prepaid, to the residence of the Secretary of the Association; or

(b) by delivery in accordance with Section 3, below, to the President of the Association, to two of the Directors of the Association other than the Secretary, to the Association's professional manager or management agent, if any, to the Association's statutory agent registered with the Ohio Secretary of State, or to any other address as the Board of Directors may designate by a notice in writing to all Members.

Section 2. Service of Notices on Owners and Members. All notices required or permitted under this Amended and Restated Declaration or the Bylaws to be served on any Owner or Member must be presented in writing and shall be deemed effectively given if it has been sent by one of the following methods:

- (a) personally delivered to the Owner or Member; and/or
- (b) placed under or attached to the front or main entry door of the Dwelling located on the Owner's Lot; and/or
- (c) dispatched by certified U.S. mail, first-class postage prepaid, to the address of the Owner or Member maintained by the Secretary of the Association as the principal residence of the such Owner or Member or to such other address designated by the Owner or Member in writing to the Board; and/or
- (d) delivered in such alternate manner as may be prescribed in this Amended and Restated Declaration or the Bylaws respecting the specific type of notice to be given; and/or
- (e) delivered in accordance with Section 3 below.

For purposes of this Section 2, and in addition to the alternative method(s) for service of notices required or permitted by this Amended and Restated Declaration or the Bylaws as prescribed in Section 3 of this Article XIII, if any such notice is given by certified U.S. Mail, first-class postage prepaid, such notice shall be deemed to have been given personally to all Persons owning or claiming an interest in a Lot or in the Dwelling located on a Lot upon successful service of such notice on one of the Persons owning or claiming an interest in the Dwelling.

Section 3. New Communication Technologies.

(a) Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted or approved by the Board, as well as by Ohio and federal law, now or in the future, in addition to the methods described above, the following may be accomplished using electronic mail or other transmission technology available at that time that is a generally accepted business practice:

- (1) any notice required or permitted by this Amended and Restated Declaration or the Bylaws to be sent or received; or
 - (2) any signature, vote, consent, or approval required to be obtained; or
 - (3) any payment required to be made in accordance with this Amended and Restated Declaration or the Bylaws;
- (b) The use of electronic mail or other transmission technology shall be

subject to the following:

(1) the Association may use electronic mail or other transmission technology to send any required written notice to any Owner(s) or Member(s), individually or collectively, who shall have given the Association written consent to the use of electronic mail or other transmission technology. Any Owner or Member who shall not have given the Association written consent to use of electronic mail or other transmission technology shall receive notices, including any notice of delinquency of any payment due, by one of the methods set forth in Section 2, above;

(2) for voting on matters, including the election of Board members, the process for which is outlined separately in the Bylaws, the Association may provide for voting by electronic mail or other transmission technology; and

(3) a notice given by electronic mail or transmission technology to an Owner or Member is not considered delivered and effective if the Association's transmission to the Owner or Member fails two consecutive times, *e.g.*, the Association receives an "undeliverable" notice or similar message, or the inability to deliver the transmission to the Owner or Member becomes known to the Person responsible for sending the transmission, and if the electronic mail or transmission technology is not delivered or effective, the Association shall deliver the notice or other communication to the Owner or Member by one of the methods identified in Section 2, above.

ARTICLE XIV

GENERAL PROVISIONS

Section 1. Enforcement. The Association and any Owner or Member shall have the right to enforce, by any proceeding at law and/or in equity, the restrictions, conditions, covenants, reservations, liens, and charges now or after imposed by the provisions of this Amended and Restated Declaration. All remedies specified herein are non-exclusive and in addition to any other remedies available at law or in equity. Failure by the Association or any person to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so.

Section 2. Headings. The heading for each section and subsection hereof is inserted only as a matter of convenience and for ease of reference and in no way defines, limits, or describes the scope of intent of this Amended and Restated Declaration or in any way affects the provisions recited or referenced herein.

Section 3. Covenants Running ~~W~~with the Land; Survival of Certain Covenants and Restrictions in the Original Declaration. Each grantee, lessee, or contractor respecting any interest whatsoever in any part of the Property or any Lot, by the acceptance of a deed of conveyance, lease, license, or contract in respect to any such interest, accepts the same subject to all restrictions, conditions, covenants, reservations, liens, charges, and limitations on ownership and use of the Property, any Lot(s), and the Common Elements set forth or referenced in this Amended and Restated Declaration. The jurisdiction, rights, and powers created or reserved by this Amended and Restated Declaration, and all rights, benefits, and privileges of every character hereby granted, created, reserved, or declared, and all requirements and obligations hereby imposed, shall be deemed and taken to be covenants running with the land, shall bind any Person having at any time any interest or estate in the Property or any Lot, and shall inure to the benefit of such Person in like manner as though the provisions of this Amended and Restated Declaration were recited and stipulated at length in each and every deed, lease, license, and contract. All restrictions, conditions, covenants, reservations, liens, charges, and limitations on ownership and use of the Property, any Lot(s), and the Common Elements set forth or referenced in the Original Declaration shall survive and shall remain fully enforceable according to their terms as if incorporated in this Amended and Restated Declaration, *provided*, however, that if any definition or provision included in the Original Declaration conflicts with or is otherwise irreconcilable or inconsistent with any definition or provision of this Amended and Restated Declaration, the definitions and provisions of this Amended and Restated Declaration shall prevail.

Section 4. No Waiver. No covenants, restrictions, conditions, obligations, or provisions contained in this Amended and Restated Declaration are deemed to be abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.

Section 5. Severability. The invalidity of any covenant, restriction, condition, limitation, or any other provisions of the Amended and Restated Declaration, or of any part of the same, does not impair or affect in any material manner the validity, enforceability, or effect of the balance of the provisions hereof.

Section 6. Duration. The easements, covenants, conditions, and restrictions created by this Amended and Restated Declaration or Bylaws are and ~~will~~shall be perpetual unless amended in accordance with the provisions hereof or the Bylaws.

Section 7. Agreements Binding. All agreements and determinations lawfully made by the Association, through the Board of Directors, in accordance with the procedures established in this Amended and Restated Declaration and the Bylaws are binding on all Owners and Occupants, and their respective heirs, executors, administrators, successors, and assigns.

Section 8. Construction Protocols. The following applies to this Amended and Restated Declaration and the Bylaws and the provisions of the Original Declaration that survive adoption of this Amended and Restated Declaration:

(a) wherever the masculine or feminine singular form of the pronoun is used, it ~~will~~shall be construed also to mean the masculine, feminine, or neuter, singular or plural, of such pronoun as the context so requires;

(b) the word “shall” indicates a mandatory obligation to do or ~~not to~~refrain from doing a given action and the word “will” shall mean the same as “must,” “shall,” or “is required to” unless specifically provided otherwise in the context in which such verb is used;

(c) the words “they,” “their,” “them,” and the like are used as both plural and singular pronouns and include and encompass the respective singular forms of “he,” “she,” “his,” “her,” “him,” “it,” “its,” and the like;

(d) the phrases “his or her,” or “his, her, or its,” or “himself or herself,” or “himself, herself, or themselves” with reference to any Member(s), Owner(s), or Occupant(s), ~~or Member(s)~~ includes “its” in respect of a Person that is not a natural person; and

(e) the words “include,” “includes,” and “including” mean “including but not limited to,” “including without limitation,” and any other similar variation of such phrases to reflect that the list specified is not exclusive or restrictive.

Section 9. Scrivener’s Corrections. The Board of Directors reserves unto itself the right to make corrections or changes in this Amended and Restated Declaration and any of the attached exhibits, including the Bylaws, that arise or shall be advisable due to typographical mistakes or scrivener errors. Said changes may be made by scrivener correction despite the fact the scrivener does not own any interest in any voting power of the Association, but each such correction may be made if the change(s) shall not materially affect the ownership or voting interest of any Member of the Association. Each correction made under the authority of this Section 9 shall be recorded with the Recorder’s Division of the Summit County Fiscal Office and thereupon shall be regarded as if it were adopted as a Special Amendment. The Board shall have the power to initiate or reverse any correction made or to be made under this Section 9 by resolution or, as appropriate, by Special Amendment under Section 2 of Article XI hereof.

Section 10. Interpretation. The provisions of this Amended and Restated Declaration, and the attached exhibits, including the Bylaws, shall be liberally construed to effectuate their respective purposes in creating a uniform plan for the establishment and operation of a first class community ~~in concert with the Community Standard,~~ *provided,*

however, the language used shall not be strictly construed against the Association, the Board, or any Owner or Member.

Section 11. Rule Against Perpetuities. If any options, privileges, covenants, or rights created by this Amended and Restated Declaration or the Bylaws are unlawful or void for violation of the rule against perpetuities or any analogous statutory provision, any rule restricting restraints on alienation, or any other statutory or common law imposing time limits, then the provision shall continue only until 21 years after the death of the last survivor of the living descendants of Mike DeWine, the Governor of the State of Ohio, as of the date of the Members' approval of this instrument.

Section 12. Effect of Failure to Approve Amendment(s) of the Code of Regulations. If this Declaration shall become effective before the Members approve any amendment of the Code of Regulations of the Association, (a) all references to the "Bylaws" in this Declaration shall mean the Code of Regulations of the Association, as may be amended by the Members before or after this Declaration shall have taken effect, (b) all members of any board or commission established by such Code of Regulations or this Declaration (including, without limitation, the Architectural Review Board) shall be appointed under the Code of Regulations of the Association and their respective powers and duties shall be established and governed in accordance with such Code of Regulations except as may be modified or superseded by this Declaration or any amendment(s) thereof, and (c) any references in this Declaration to the "Board of Directors" or a "Director" herein shall mean the "Board of Trustees" or a "Trustee," respectively, as those terms appear in such Code of Regulations.

Section 13. Effective Date. This Amended and Restated Declaration shall become effective upon the recording of this instrument in the Recorder's Division of the Summit County Fiscal Office.